

NO. 95-340

A RESOLUTION APPROVING AN AGREEMENT FOR THE USE, MANAGEMENT AND OPERATION OF THE DOMED STADIUM IN ST. PETERSBURG, INCLUDING THE PROVISION OF MAJOR LEAGUE BASEBALL BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND THE TAMPA BAY DEVIL RAYS, LTD; PROVIDING FOR APPROVAL OF MINOR CHANGES BY THE MAYOR SUBSEQUENT TO APPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, A tentative Agreement between the City of St. Petersburg and the Tampa Bay Devil Rays, Ltd. has been presented to Council this day for their consideration; and

WHEREAS, This Agreement provides for the playing of Major League Baseball in the St. Petersburg ThunderDome and provides for the management of the Dome by the Tampa Bay Devil Rays, Ltd.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg that the Agreement presented this day for the use, management and operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball, is hereby approved and the Mayor is authorized and directed to execute such Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the Mayor is authorized to make non-substantial changes in the Agreement for the purposes of correcting typographical or grammatical errors or for clarifying provisions thereof, provided the basic business points are not impacted.


BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Adopted at a regular session of the City Council held on the 27th day of April, 1995.

ATTEST:


City Clerk




Councilmember
of the City Council

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

BETWEEN

THE CITY OF ST. PETERSBURG, FLORIDA

AND

THE TAMPA BAY DEVIL RAYS, LTD, a Florida limited partnership,

Dated April 28, 1995

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

THIS AGREEMENT ("Agreement") is made as of the 28th day of April, 1995 between **CITY OF ST. PETERSBURG, FLORIDA**, a municipal corporation (hereinafter referred to as the "**CITY**"), and **THE TAMPA BAY DEVIL RAYS LTD.**, a Florida limited partnership (hereinafter referred to as "**CLUB**").

RECITALS

A. The **CITY** is the owner of a certain parcel of real estate upon which there has been constructed a multi-use domed stadium facility presently called the St. Petersburg ThunderDome which land and facility are more completely described in Exhibit A to this Agreement ("**DOME**").

B. The **DOME**, which was constructed by the **CITY** at considerable expense is suitable (with appropriate modifications as hereby contemplated) for use by a Major League Baseball ("**MLB**") Franchise as its home field.

C. The **CITY** has incurred substantial expense in the upkeep, operation, and maintenance of the **DOME** and schedules many events to help defray such expenses.

D. The **CLUB** has been awarded an **MLB** Franchise ("**Franchise**") by **MLB** and has agreed to locate the Franchise in the **DOME** for play of Home Games.

E. In reliance upon the unique economic benefits of the **CLUB** playing the Home Games of the Franchise in the **DOME**, the **CITY** will

incur the debt service in accordance with this Agreement for the additional improvements contemplated by this Agreement, which additional improvements are specifically designed to accommodate the CLUB and some of which are not adaptable for other uses.

F. The CLUB and the CITY have been mutually dedicated in obtaining the Franchise for the DOME in the Tampa Bay Area and both parties recognize that the benefits generated by an MLB Franchise for the local community are unique and diverse, affecting more than just economic interests. Such benefits include but are not limited to the creation of new jobs, local employment opportunities, increased business prospects, direct and indirect tax revenues, enhancement of the community's image and promotional opportunities, and an improvement in life and local pride of the citizenry.

G. The CLUB needs a top quality facility, such as the DOME to be the Franchise's home field and desires to operate and manage the DOME; the CITY desires to obtain as manager of the DOME, the owners of an MLB Franchise. The CLUB, as part of the inducement to the CITY to retain the CLUB as the manager, agrees to provide Major League Baseball and other events in the DOME, on behalf of the CITY and for the benefit of the CITY and its residents as well as the CLUB itself.

H. The CITY and Tampa Bay Sports Investors, Inc., a Florida Corporation ("TBS") entered into a Personal Services and Exclusivity Agreement on June 10, 1993 ("Personal Services Agreement").

I. In the Personal Services Agreement, TBS (now known as Tampa Bay Devil Rays, Inc.) bound itself to play its Home Games in the DOME if it or an "Ownership Group" as that term is defined within the Personal Services Agreement acquired an MLB franchise and provided the CITY satisfied its obligations pursuant to the Personal Services Agreement.

J. The CLUB meets the definition of "Ownership Group" as that term is defined in the Personal Services Agreement.

K. The Personal Services Agreement contemplated a further agreement upon the award of a franchise containing terms which would be substantially equivalent to those contained in the Memorandum of Agreement between the CITY and the Giants of Tampa Bay, Ltd. dated August 27, 1992.

L. This Agreement constitutes the agreement contemplated in the Personal Services Agreement.

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

Section 1.01. Definitions. The following terms shall have the following meanings:

- (a) Additional Improvements - The improvements described in Exhibit B.
- (b) Agreement - This Agreement between the CLUB and the CITY.

- (c) AMT - The active management term of this Agreement which begins on a date to be agreed upon by the parties hereto, which shall be no later than January 1, 1998, and which ends with the end of the Term. Unless and until a different date is mutually agreed to as provided above, the AMT shall, for purposes of this Agreement begin on January 1, 1998.
- (d) Bond Resolution - That certain Bond Resolution that the CITY adopted on October 14, 1993, any Bond Resolution adopted for any parity issue or refunding thereof and that Bond Resolution or Resolutions to be adopted for the issuance of the Bonds or other obligations for the Additional Improvements.
- (e) Capital Account - The Capital repair, renewal and replacement account as defined in Section 5.01 of this Agreement.
- (f) CITY - The City of St. Petersburg, Florida, a municipal corporation.
- (g) City Suite - That suite as defined in Section 3.02 of this Agreement.
- (h) CLUB - The Tampa Bay Devil Rays, Ltd., a Florida limited partnership.
- (i) County - Pinellas County, Florida
- (j) County Funds - Funds provided by the County.
- (k) DOME - The facility and land which are described in Exhibit A, including the multi-use dome, presently called

the St. Petersburg ThunderDome, and any additions or new structures located on the land including but not limited to the Additional Improvements.

- (l) FF&E - Furniture, fixtures and equipment.
- (m) Franchise - The Major League Baseball Franchise awarded by Major League Baseball to the CLUB.
- (n) Franchise Funds Bonds - Those bonds or other debt issued by the CITY and backed by the County Funds and the Sales Tax Funds.
- (o) Franchise Funds - The Sales Tax Funds and County Funds.
- (p) Home Games - All home games of the Franchise during the regular season, the league championship series and the World Series of MLB throughout the Term. Homes Games shall also include the MLB All Star Game if one is awarded to the Club.
- (q) Interlocal Agreement - That certain Amended and Restated Interlocal Agreement dated September 1, 1993 among the CITY, the Pinellas Sports Authority and Pinellas County, Florida and such amendments thereto as may be subsequently adopted and any separate interlocal agreement that is adopted to provide funding for the Additional Improvements.
- (r) MLB (Major League Baseball) - The National League of Professional Baseball Clubs and American League of Professional Baseball Clubs as the Leagues presently

exist or as they may be reorganized or reconstituted from time to time.

- (s) Naming Rights Contract - A contract entered into between the CLUB and a purchaser of the naming rights to the Dome pursuant to Section 4.03 of this Agreement.
- (t) Non Ad Valorem Revenue - As defined in Section 9.02 of this Agreement
- (u) Personal Services Agreement - That certain Personal Services and Exclusivity Agreement between TBS and CITY entered into on June 10, 1993.
- (v) Sales Tax Funds - Funds made available pursuant to F.S. Sections 288.1162 and 212.20.
- (w) TBS - Tampa Bay Sports Investors, Inc., a Florida corporation now known as the Tampa Bay Devil Rays, Inc.
- (x) Term - The term of this Agreement shall be from the date of execution and through the end of the MLB season occurring in the year 2027.
- (y) Ticket Stub Collected - A ticket stub collected from a person attending an event at the Dome as evidenced by the ticket stub drop count.
- (z) Ticket Stub Funds - Those funds calculated pursuant to Section 4.02(a) of this Agreement.
- (aa) Year - The calendar year commencing January 1st and ending on December 31st unless a different definition is agreed to writing by the parties.

ARTICLE II

CLUB'S USE OF THE DOME

Section 2.01. Forbearance of the Right to Lease or Grant Management Rights with Respect to the DOME. In reliance upon the CLUB having been awarded the Franchise and the commitment of the CLUB to do all that is reasonably necessary to maintain that award, the parties agree that during the AMT the CLUB shall have the exclusive right to manage and operate the DOME on behalf of the CITY, and to provide MLB games and all other events at the DOME subject to the provisions of (a) this Agreement, and (b) the Bond Resolution and (c) the Interlocal Agreement. During the AMT, the CITY shall not grant any person other than the CLUB, the right to manage or use the DOME.

Section 2.02. Management Rights and Obligations. The CLUB shall, except as specifically provided in this Agreement, manage and operate the DOME at its sole expense during the AMT. During the AMT, the CLUB shall comply with the St. Petersburg ThunderDome Management, Operations and Maintenance Standards, Exhibit C, as the same may be revised from time to time by the CITY after consultation with the CLUB. Any such revisions must be consistent with the reasonable commercial practices of other managers of multi-use publicly owned and operated stadium facilities in comparable markets. During the AMT the CLUB shall be exclusively responsible for the management, operation and maintenance of the DOME, but shall not be responsible for ad valorem real estate taxes, if any, assessed or collected with respect to the interest of the CITY in

the DOME provided, however, the CLUB shall be responsible for that portion of ad valorem taxes resulting from activities ancillary to baseball if: (1) those activities conducted within the DOME which are ancillary to baseball (e.g. restaurants or shops) cause the DOME to no longer be tax exempt with respect to those operations; and (2) ad valorem taxes are imposed and collected with respect to such ancillary activities. The CITY shall not remove from the DOME and the CLUB shall have the right, during the AMT, to use all FF&E and which is located at the DOME at the commencement of the Term and/or the AMT which is reasonably necessary for the operation of the DOME as contemplated by this Agreement. Nothing herein shall restrict the CITY from removing any of the FF&E that is not reasonably necessary to the operation of the DOME. In addition to its operation of the Franchise, during the AMT, the CLUB shall have, but not be limited to, the following rights, responsibilities and obligations:

- (a) Controlling the scheduling and use of the DOME as a publicly operated stadium for all baseball and non-baseball events, and devoting its reasonable best efforts to maximize usage and revenues from the DOME consistent with the reasonable commercial practices of other managers of multi-use publicly owned and operated stadium facilities in comparable markets;
- (b) Operate and perform all maintenance of the DOME including provision of all labor and materials required to keep the DOME clean and free of debris, and repairing, maintaining

and replacing all components of the DOME consistent with the reasonable commercial practices of other managers of multi-use publicly owned and operated stadium facilities in comparable markets;

- (c) Providing all security, crowd control, maintenance, cleaning, landscaping and other personnel or independent contractors required for the proper maintenance and operation of the DOME consistent with the reasonable commercial practices of other managers of multi-use publicly owned and operated stadium facilities in comparable markets except for such traffic control that is the CITY'S responsibility pursuant to Section 6.01(a) hereof;
- (d) Obtaining and maintaining all liability insurance necessary or appropriate to insure the liability of the CITY and the CLUB with respect to the DOME and other business insurance (including, without limitation, business interruption insurance). The insurance, as it protects the CITY'S interest, shall be subject to the CITY'S reasonable approval and shall cause the CITY to be named as an additional insured on such policies. A certificate of insurance evidencing proof of such insurance shall be provided to the CITY annually starting on the beginning date of the AMT;
- (e) Setting rates and charges for the use of the DOME in accordance with industry standards for publicly owned and

operated multi-use stadiums facilities in comparable markets;

- (f) Advertising and promoting all baseball and non-baseball events conducted at the DOME, such advertising and promotion to be identified and readily identifiable with the CITY to the extent practicable (the CLUB understands the importance of promoting the CITY and its image and desires to assist in such regard);
- (g) Selecting and employing concessionaires, licensees and other contractors with respect to the DOME, including, but not limited to, its parking lots, concession areas, Stadium Club, suite catering and advertising space; and
- (h) Entering into lawful contracts in the CLUB's name related to any or all of the foregoing upon terms and conditions consistent with industry standards for publicly owned and operated multi-use stadium facilities in comparable markets.

Section 2.03. Limitations. The CLUB's management rights and obligations are subject to the following additional limitations:

- (a) No contract entered into pursuant to this Agreement shall impair any right of the CITY hereunder or under the terms of the Bond Resolution or the Interlocal Agreement.
- (b) The CLUB shall not, without CITY's consent, enter into any contract extending beyond the Term.
- (c) The CLUB's maintenance, repair, operation and management procedures, and performance shall be subject to periodic

review and approval (which shall not be unreasonably withheld) by the CITY in accordance with the terms of the Interlocal Agreement and this Agreement, which review may include, but not be limited to performance and financial audits by independent auditors in accordance with generally accepted auditing standards or by the CITY's staff auditors. The financial audits shall be limited to the CLUB's maintenance, repair, operation and management functions and verification of the accuracy of fees or funds paid to or on behalf of the CITY such as, but not limited to, the capital account, ticket stubs and naming rights revenues.

- (d) The CLUB shall devote its reasonable best efforts to maximize the use of the DOME in a manner consistent with the reasonable commercial practices of managers of publicly owned and operated multi-use stadium facilities in comparable markets.
- (e) The CITY shall have the right to disapprove any use of the DOME that, in the CITY's reasonable discretion, is contrary to public morals or welfare.
- (f) The CLUB shall take no action that may result in the attachment of a lien or any cloud on the CITY's interest in or title to the DOME.
- (g) The CLUB shall not occupy or use the DOME or permit the use or occupancy of the DOME for any purpose or in any manner that is unlawful.

- (h) The CLUB shall maintain all records concerning its management function required to be maintained pursuant to applicable law or necessary to verify the CITY's rights under this Agreement, which records shall be available to the CITY upon reasonable prior notice. The CLUB shall comply with the Florida Public Records Law (Chapter 119, Fla. Stat.) with respect to such records.

Section 2.04. Provision of Major League Baseball. In consideration for the CLUB's rights under this Agreement, during the Term the CLUB (unless unable to do so pursuant to any of the events described in Article XVI hereof or unless prevented from doing so by a league wide policy ordering all clubs to play a portion of their Home Games at a site other than their home stadium) shall:

- (a) Cause the Franchise to play all of its Home Games in the DOME;
- (b) Cause the Franchise to stage one charitable event per year in the DOME, the proceeds of which shall be donated to a charity mutually agreed upon by the CITY and the CLUB;
- (c) Not play any of the Franchise's Home Games in any facility other than the DOME without the CITY's consent, which may be withheld in the CITY's sole discretion;
- (d) Not permit relocation of the Franchise from the DOME; and
- (e) Comply with all laws, regulations, ordinances and rules applicable to the CLUB, the Franchise and the DOME.

Section 2.05. Scheduling Rights Prior to AMT. During the Term of this Agreement, but prior to the beginning of the AMT:

- (a) The CLUB shall have the right to schedule and the right of approval of any events which will occur during the AMT, and any contracts, the term of which will extend into the AMT;
- (b) The CITY shall provide the CLUB with notice of events which are booked and which will occur prior to the AMT;
- (c) The CITY and the CLUB shall reasonably cooperate in the scheduling of events which the CLUB wishes to schedule prior to the AMT provided the CITY will not suffer financial losses from such events; and
- (d) The CITY and the CLUB shall reasonably cooperate so that any events scheduled do not significantly affect the construction of the Additional Improvements.

ARTICLE III

CITY'S USE OF THE DOME

Section 3.01. Right of Entry. During the Term, the CITY shall have the right to enter into and upon any and all parts of the DOME for the purpose of examining the same with respect to the obligations of the parties to this Agreement upon 24 hours' prior written notice to the CLUB (or without prior notice in the event of a situation determined by the CITY to potentially threaten health or safety).

Section 3.02. Suite Rights. During the Term, the CITY shall have the right of exclusive use of a suite (the "City Suite"), to

be one of the existing suites located between home plate and first or third base, including complimentary tickets to each seat located in such suite for all DOME events, and the right to all normal privileges (including parking privileges, if any) that lessees of suites receive upon payment of rent. In addition to the City Suite, the CITY shall receive six complimentary tickets for seats at field level between home plate and first or third base to each and every baseball or non-baseball event held at the DOME. The CITY's right to the City Suite shall be non-assignable.

Section 3.03. Advertising and Promotion. During the Term, the CITY shall, subject to the reasonable approval of the CLUB as to the time and location, retain the right to have advertising and other promotional material and information, placed on the scoreboard and upon other unsold advertising space and media in the DOME and provided over the external media, provided that revenue-producing advertisers obtained by the CLUB shall have priority of use. The parties understand and agree that this right shall be of substantial benefit to the CITY of a value not to exceed \$500,000 per year to the CITY based upon retail advertising and sponsorship rates charged by the CLUB to its commercial advertisers and sponsors.

Section 3.04. Reservation of Rights. The CLUB shall have no rights to use the DOME other than those rights specifically granted in this Agreement. This Agreement shall not be construed as a grant to the CLUB of any unspecified right or rights not specifically reserved by the CITY in this Agreement.

Section 3.05. Air Rights. Subject to the reasonable approval of the CLUB and provided that the CLUB's operations of the DOME are not unreasonably impaired and that all parking committed to the CLUB is replaced at locations which do not substantially impair the CLUB's operation or patron's access to the DOME, the CITY may sell or lease any or all of the air rights over the properties described in Exhibit D hereto and allow development thereof, together with development of locations for necessary ingress and egress and supporting structures. If the CITY sells or leases any of such rights, then the CITY and the CLUB shall share equally in the net proceeds of such sale(s) or lease(s); provided that the CITY shall first be reimbursed out of the gross proceeds, for all costs incurred by or on behalf of the CITY therewith, including but not limited to the cost of the acquisition and development of replacement parking necessitated by such sale or lease. Prior to beginning the process for the sale or lease of any such air rights the CLUB shall be advised by the CITY of its intent to begin such a process. It is specifically agreed that the CLUB shall not be precluded from participating in or from being the developer of any development located within the air rights.

Section 3.06. Existing Agreements, Commitments, and Events. The CLUB recognizes that the CITY has certain existing Agreements, Commitments and events previously booked which will extend into the AMT and which are listed in Exhibit E. The CLUB agrees to accept assignment of the Contracts at the beginning of the AMT related thereto, including those events scheduled or committed by the

St. Petersburg/Clearwater Area Sports Foundation which are also included in Exhibit E.

Section 3.07. City Events. In recognition of the economic benefits of civic functions, conventions and conferences to the CITY and the County, and, further, in recognition that the DOME is publicly owned, the CLUB agrees to reasonably cooperate with the CITY to make the DOME available for at least twelve (12) days each year (including move-in and move-out days) for such events subject to the same scheduling restrictions that normally would be imposed on any other promoter booking an event at the DOME. It is understood that such events may produce little or no net income to the CLUB other than parking and concession revenues but that the CLUB has no obligation under this Section to schedule an event which would result in a financial loss to the CLUB.

ARTICLE IV

OPERATING COSTS AND REVENUES

Section 4.01. Fee for Services-Stadium Revenues. During the AMT the CLUB shall pay all costs and expenses of operation, maintenance and management of the DOME, including, but not limited to, all gas, electricity and other utilities related to operation of the DOME and production of all events taking place at the DOME (with utilities to be paid at preferred public ownership utility rates if such rates are available to the DOME). During the AMT the CLUB will be entitled to control, collect and receive all revenues generated by baseball and non-baseball events held at the DOME, including, but not limited to, revenues from ticket sales, signage

and other advertising, concessions and products, novelties, parking, broadcast rights, and DOME naming rights in accordance with Section 4.03.

Section 4.02. Ticket Stub Funds Paid To Capital Account and the CITY.

(a) Calculation of Ticket Stub Funds - The CLUB guarantees to pay to the CITY and into the Capital Account, in accordance with this Section, Ticket Stub Funds which shall be calculated as follows:

1) Beginning with the AMT and thereafter during the Term, \$.50 for each Ticket Stub Collected for any baseball or non-baseball event (except the charitable event described in Section 2.04(b) and CITY events described in Section 3.07);

2) In each and every Year of the Term that the number of Ticket Stubs Collected for regular season MLB Home Games exceed 3,300,000, in addition to the \$.50 above, \$.25 for each such Ticket Stub Collected in excess of the 3,300,000;

3) The \$.50 and \$.25 fees shall be annually adjusted upward or downward commencing with the MLB season in the year 2000 and annually thereafter by a percentage equal to the percentage increase or decrease in the average MLB ticket prices throughout major league baseball clubs for the prior season for Home Games provided, however, that under no circumstances shall the aforesaid fees ever fall below their respective initial levels of \$.50 and \$.25. The CLUB shall annually certify to the CITY the amount of said increase or decrease with supportive documentation from MLB;

4) In the event there is a change in the way business is conducted and ticket stubs are no longer collected or are no longer a true indicator of attendance, the CITY may request that this provision be renegotiated and the CITY and the CLUB, will in good faith, negotiate and agree to an alternate method upon which to base the attendance to be applied to the \$.50 and \$.25 fees.

(b) Payment of Ticket Stub Funds - Ticket Stub Funds shall, in each Year, be paid by the CLUB as follows:

1) The first \$250,000 shall be paid into the Capital Account.

2) The next \$100,000 shall be paid to the CITY and represent the rent to be paid from the Ticket Stub Funds due the CITY under this Agreement for the CLUB's use rights under this Agreement and shall, under current law, be subject to the sales and use taxes which taxes shall be paid by the CITY to the appropriate State Agency.

3) Any amount over \$350,000 shall be paid to the CITY to reimburse the expenses incurred and the services provided by the CITY under this Agreement.

4) The Ticket Stub Funds shall be paid quarterly by the fifteenth (15th) day of the month following the end of the quarter. On each payment due date the CLUB shall supply the CITY with a certificate of the CLUB as to Ticket Stubs Collected and payments made pursuant to this Section. All records of Ticket Stubs Collected shall be monitored and shall be subject to audit by the CITY. There shall be a reconciliation at the end of each Year.

Section 4.03. DOME Naming Rights. The **CLUB** shall have the right, at its expense, to rename or sell the name of the DOME and to change the DOME's logo during the Term and to enter into one or more contracts with a purchaser of the naming rights "Naming Rights Contract"; provided that (a) the logo of the DOME shall continue to contain the name of the **CITY**; (b) the **CITY** shall have the right to disapprove the renaming or sale of the name in its reasonable discretion; provided, however, the **CITY** may not withhold approval of a name which falls within industry standards for professional sports and (c) the **CITY** retains the rights to the proceeds of the sale to the extent provided for in this section. In the event that the **CLUB** sells the name of the DOME during the Term, each year of each and every Naming Rights Contract) the gross proceeds from such sale shall be distributed upon receipt by the **CLUB** as follows:

a) The first \$800,000 shall be retained by the **CLUB**.

b) The next \$250,000 shall be paid by the **CLUB** into the Capital Account.

c) The next \$500,000 shall be paid 50% to the **CLUB** and 50% to the **CITY**.

d) Any amount over \$1,550,000 shall be paid 85% to the **CLUB** and 15% to the **CITY**.

Gross proceeds from the naming rights shall be defined as all amounts paid to the **CLUB** for such naming rights by the entity purchasing the naming rights provided that if the naming rights are sold as part of a promotional package the value attributed to the

naming rights shall be reasonably allocated based upon existing market and industry standards.

Section 4.04. Additional Management Fee. As additional consideration for performing the CLUB's management obligations hereunder during the Term, the CITY shall pay the CLUB a prepaid management fee of \$4,200,000 for the entire Term payable as follows: (1) 1,400,000 within thirty (30) days of the beginning of the AMT; and (2) \$116,666.67 beginning with the 13th month of the AMT and continuing on the first of each month thereafter for the next 23 months until the remainder of the \$4,200,000 has been paid.

Section 4.05. Tax Requirements. In order to retain the tax exempt status of the Bonds issued under the Bond Resolution and the Bonds to be issued pursuant to this Agreement, the CLUB agrees that, revenues to be received by the CITY under this Agreement which the CITY advises the CLUB exceed the amount which the CITY may allowably receive shall be deferred and shall be placed in an interest bearing account at a financial institution of the CITY's choice, and the principal and interest shall become due and payable to the CITY at the earliest date or dates that the CITY determines receipt is allowed by the Tax Code.

Section 4.06. Suite Revenue Prior to AMT. In the event any of the suites are completed prior to the beginning of the AMT, then until the beginning of the AMT, the CITY and the CLUB shall share revenues pursuant to a subsequently negotiated agreement dealing solely with these suites and with the sharing of these revenues.

The two existing suites shall be continued to be controlled by the CITY until the beginning of the AMT and any revenues therefrom shall belong solely to the CITY.

Section 4.07. Books and Records. All books and records related to the operation of the DOME shall be kept in accordance with generally accepted accounting principles.

ARTICLE V

CAPITAL IMPROVEMENTS AND REPAIR

Section 5.01. Capital Repair, Renewal and Replacement Sinking Fund Account. During the AMT the CLUB shall establish an escrowed sinking fund to be designated the Capital Repair, Renewal and Replacement Account (the "Capital Account") with a depository in which municipal funds may be deposited. The Capital Account shall be funded as provided for in this Agreement. All withdrawals shall require the co-signature of the Chief Financial Officer of the CITY. The Capital Account shall be used by the CLUB in making all capital repairs, renewals and replacements to the DOME. The CLUB shall consult with the CITY with respect to any expenditures from the Capital Account and any such expenditures shall be subject to the approval of the CITY, which approval will not be unreasonably withheld. Subject to Section 4.05, any amounts remaining in the Capital Account at the end of the Term shall be paid to the CITY. Except as described in Article XVI hereof, the CLUB shall be solely responsible for the cost of any capital repairs, renewals or replacements exceeding the moneys available in the Capital Account and applicable available insurance proceeds.

Section 5.02. Additional Contributions to the Capital Account. Beginning with the commencement of the sixth year of the AMT the CLUB shall make available to the Capital Account, \$700,000 per year for each of six consecutive years for a total availability of \$4,200,000 at the commencement of the eleventh year of the AMT. This available money shall be placed into the Capital Account only as needed for expenditures to be made from the Capital Account pursuant to Section 5.01 hereof and for which other funds are not available in the Capital Account. The CLUB may, at its option, make available to the Capital Account any of the \$4,200,000 on dates earlier than required by this Section. Subject to Section 4.05, any part of the \$4,200,000 that shall not have been expended at the end of the Term shall be paid to the CITY at the end of the Term for reimbursement for funds expended by the CITY for the payment of the additional management fee described in Section 4.04 as well as for reimbursement of services provided by the CITY under this Agreement. In the event this Agreement is terminated by mutual Agreement prior to the end of the Term, any part of the \$4,200,000 that has not been expended shall, subject to Section 4.05, be paid to the CITY at termination.

Section 5.03. DOME Improvements. The CITY and the CLUB agree that upon completion of certain additional capital improvements to the DOME for MLB ("Additional Improvements") listed in Exhibit B, the DOME will be acceptable for use by the Franchise as a professional MLB stadium facility. The City shall pay for the Additional Improvements but its obligation shall be limited to

providing the net proceeds of any Franchise Funds Bonds (Bonds or other debt funded by Sales Tax Funds and/or County Funds) bonds together with any Sales Tax Funds or County Funds available prior to the beginning of debt services payments on the bonds and not used to fund the payment of these bonds ("Franchise Funds"). The Additional Improvements shall be commenced and completed as set forth in a Construction Schedule and priority of expenditures established jointly by the CLUB and the CITY. If the Bond issue pledging the Sales Tax Funds produces net proceeds available for construction of less than \$27,000,000, CITY will contribute, as needed, up to \$500,000 toward any shortfall below \$27,000,000 in proceeds. The aggregate net proceeds anticipated but not guaranteed by the CITY to be available for construction from the Franchise Funds is \$47,000,000. The CLUB shall pay any additional costs of the Additional Improvements beyond such amount as is actually available from the Franchise Funds subject to the CITY's contingent contribution of \$500,000 delineated above. Subject to the foregoing conditions, the CITY shall cause the construction of the Additional Improvements to be completed by January 1, 1998, provided that the CLUB provides to the CITY, prior to the beginning of such construction evidence of payment by the CLUB to MLB of installment payments required to date by MLB for the purchase of the Franchise, evidence of the CLUB's good standing in the League for location of the Franchise at the DOME, and such other certifications and opinions as may be required by the CITY in connection with the foregoing, all in form satisfactory to the CITY. In the

event the **CLUB** exercises its option under Section 15.02 to be the Construction Manager for the Additional Improvements, the **CLUB** and not the **CITY** will have the responsibility to cause the Additional Improvements to be completed by January 1, 1998. **CITY** and **CLUB** will cooperate with respect to such issues as timing of bond sale, selection of underwriters, and fees. **CITY** covenants to use its best efforts to complete the sale of the bond issue supported by sales tax funds by May 28, 1995.

ARTICLE VI

ADDITIONAL CITY OBLIGATIONS

Section 6.01. Additional City Obligations. In addition to the obligations of the **CITY** contained elsewhere in this Agreement, the **CITY** shall be obligated to provide the services specifically set forth below and shall pay all reasonable costs and expenses in connection therewith:

- (a) Reasonably satisfactory off-site traffic control with respect to events taking place at the DOME;
- (b) Property insurance on the DOME, excluding any property of the **CLUB** or tenants of the DOME;
- (c) Assembling sufficient land for the development of 7,000 on-site parking spaces including land west of 16th Street within or adjacent to the boundaries, identified on Exhibit D (adjacent as used in this section includes the parking under the Interstate Highway between 4th Avenue South and Burlington Avenue North);

- (d) Pursue warranty claims, if any, relating to the DOME for improvements made by the CITY; provided, however, that the CLUB will cooperate with the CITY in all reasonable claims raised by the CITY.

ARTICLE VII

OPINIONS, DOCUMENTS AND CERTIFICATES OF THE CLUB AND CITY

Section 7.01. CLUB Opinions, Documents and Certificates. The CLUB will supply to the CITY such documents, opinions and certificates as the CITY determines are reasonably necessary for obtaining the Franchise Funds, for issuing bonds, for any other purpose reasonably related to the CITY's funding or administration of this Agreement or the CITY's ownership of the DOME or to consummate the transactions described in this Agreement.

Section 7.02. CITY Opinions, Documents and Certificates. The CITY will supply the CLUB with such documents, opinions and certificates as the CLUB determines are reasonably necessary for the CLUB to conduct its business or to consummate the transactions described in this Agreement.

Section 7.03. Use of the Name St. Petersburg ThunderDome. During the Term, the CLUB may use the name St. Petersburg ThunderDome and its logo for all CLUB purposes unless and until the CLUB changes the name of the DOME to something that does not include the name ThunderDome. However, the CITY specifically does not warrant the use of the name St. Petersburg ThunderDome for the DOME in view of ongoing U.S. Trademark opposition cases (TM Opposition No. 95,133; SN 74/417,571; Docket 6476-H and TM

Opposition No. 95,090; SN 74/417,046; Docket 6476-G); and in view of the various assertions of Bruce Chalgren regarding his alleged rights to the name ThunderDome.

ARTICLE VIII

DEFAULT/REMEDIES: CITY'S AND CLUB'S RIGHTS AND REMEDIES

Section 8.01. Club Default. The occurrence of any one or more of the following events constitutes a "Default" by CLUB under this Agreement:

- (a) Failure by CLUB to pay to the CITY fees or any installment thereof within five (5) days after the due date thereof and written notice of non-payment from CITY to CLUB;
- (b) Failure by CLUB to pay, within twenty (20) days after the due date thereof and written notice of non-payment from CITY to CLUB, any other moneys required to be paid by CLUB, to CITY under this Agreement;
- (c) Failure by CLUB to observe or perform in any material respect any other covenant, agreement, condition or provision of this Agreement, if such failure shall continue for thirty (30) days after notice thereof from CITY to CLUB; provided, however, that CLUB 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 CLUB commences such cure and diligently proceeds to complete the same at all times thereafter;

- (d) The levy upon, under execution or the attachment by legal process the **CLUB's** interest hereunder, or the filing or creation of a lien in respect of such interest, which levy, attachment or lien shall not be released, discharged or bonded against within sixty (60) days from the date of such filing;
- (e) **CLUB** is finally adjudicated insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for **CLUB** or for the major part of its property;
- (f) A trustee or receiver is appointed for **CLUB** or for the major part of its property and is not discharged within ninety (90) days after such appointment;
- (g) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against **CLUB**, and, if instituted against **CLUB**, are allowed against it or are consented to by it or are not dismissed within ninety (90) days after such institution, to the extent permitted by law; or
- (h) **CLUB** loses the right to own the MLB Franchise or is suspended from play in the League by MLB.

If such a Default occurs, CITY 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 CITY of any other right or remedy allowed it by law or equity.

Section 8.02. City Default. In the event of any failure by CITY to observe or perform any material covenant, agreement, condition or provision of this Agreement wherein CLUB's 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 from CLUB to CITY, then CITY shall be deemed to be in Default hereunder; provided, however, that CITY 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 CITY commences such cure and diligently proceeds to complete the same at all times thereafter.

Section 8.03. Remedies. The CLUB and CITY agree that neither has an adequate remedy at law for breach of this Agreement. The CLUB and CITY agree that, in the event of a violation of this Agreement, the party not in default shall be entitled as a non-exclusive remedy, and in addition to an action for damages, to seek and obtain an injunction or decree of specific performance or an equitable remedy from a court of competent jurisdiction to enjoin or remedy any violation of the Agreement. In the event a court refuses to grant specific enforcement of Section 2.04, the parties agree that one element of the damages to be considered by the court

as having been incurred by the CITY for a breach of Section 2.04 would be the outstanding bond debt at the time of the breach on those bonds backed by the Franchise Funds.

ARTICLE IX

ENFORCEABILITY, SUBSEQUENT SUPPLEMENTAL PROVISIONS

Section 9.01. 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. The parties, however, understand and agree that they may amend, modify or supplement the terms of this Agreement to the extent not inconsistent with any provisions hereof and, upon mutual agreement, may address provisions not contained herein and shall exercise their best efforts to address in such amendments, modifications or supplements, customary terms and provisions including, but not limited to: further delineation of how the fees and consideration received by the CITY hereunder are to be allocated (i.e. as reimbursement for expenses or services or as use consideration), and other standard provisions typically found in agreements between a public owner of a baseball stadium and the MLB Team which is the primary user. Should the parties hereto be unable to reach agreement, upon such further agreements contemplated hereunder, however, the parties intend that this Agreement shall stand as the valid, binding, enforceable, complete Agreement of the parties hereto.

Section 9.02. Budget and Appropriation. CITY shall, subject to covenants in its existing bond issues, appropriate in its annual budget, by amendment if required, and to the extent permitted and

in accordance with its budgetary procedures, pay when due sufficient amounts of Non-Ad Valorem Revenues (hereinafter defined) of CITY sufficient to satisfy its payment obligations hereunder. Such agreement on the part of CITY to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative annually, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to make all required payments as and when due shall have been budgeted, appropriated and actually paid hereunder. Notwithstanding the foregoing or any provision of this Agreement to the contrary, CITY does not covenant to maintain any services or programs now provided or maintained by CITY, which generate Non-Ad Valorem Revenues. As used herein, "Non-Ad Valorem Revenues" shall mean all legally available revenues and taxes of CITY, derived from any source whatever other than ad valorem taxation on real and person property, which are legally available for CITY's payment obligations hereunder.

Section 9.03. Limited Obligations. Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of CITY hereunder shall be subject to annual appropriation and be payable only from legally available Non-Ad Valorem Revenues budgeted and appropriated annually hereunder and in no event shall the ad valorem taxing power of CITY be pledged or charged for the payment hereunder of any such obligation or liability. Nothing herein shall be deemed to pledge ad valorem taxes, ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by CITY and no person may

compel the levy of ad valorem taxes on real or personal property within the boundaries of CITY. Notwithstanding any provision of this Agreement to the contrary, this Agreement and the obligations of CITY hereunder shall not be construed as a limitation on the ability of CITY to pledge or covenant to pledge all or any portion of said Non-Ad Valorem Revenues for other legally permissible purposes, nor shall the obligations of CITY hereunder be construed as a pledge of all legally available Non-Ad Valorem Revenues of CITY. CLUB and CITY understand that the ability and obligation of CITY to make payments hereunder is subject to annual appropriations and the obligation of CITY to provide essential services; however, the obligation of CITY to make the payments provided for herein is cumulative and should carry over from fiscal year to fiscal year, subject to the limitations provided herein.

ARTICLE X

ASSIGNMENT

Section 10.01. 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 CLUB: (i) to any person or entity who acquires the Franchise (by any form of acquisition), with the approval of MLB, provided that any such assignee explicitly assumes the CLUB's duties and responsibilities under this Agreement in writing (and in that event the liability of CLUB shall cease with respect to liabilities accruing from and after such transfer), and provided further that such assignee (insofar as the DOME management related provisions of this

Agreement are concerned) shall be subject to the reasonable approval of the CITY; and (ii) as collateral for any loan obtained by the CLUB from any lending institutions.

ARTICLE XI

EXCLUSIVE DEALINGS

Section 11.01. Exclusive Dealings. While this Agreement is in effect, neither the CITY, nor any of its agents or employees will enter into, initiate or conduct any agreement or negotiations (directly or indirectly), with any person or entity (other than the CLUB) concerning the management of the DOME by any third party or the use of the DOME by any other MLB franchise. Likewise, during such period, neither the CLUB nor any of its respective parties, principals, directors, officers, employees, owners, or agents will enter into, initiate or conduct any agreement or negotiations (directly or indirectly) for the use of any facility other than the DOME for the Home Games of the Franchise except to the extent permitted by Section 2.04. The parties recognize that any violation of this provision will result in irreparable harm and damages that are not readily calculable. Accordingly, as a non-exclusive remedy, in addition to any damages that may be deemed to be appropriate, the CITY and the CLUB acknowledge that each party shall be entitled to injunctive relief in the event of a violation of this Section by any other party.

ARTICLE XII

MISCELLANEOUS

Section 12.01. 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 City:

City of St. Petersburg
175 Fifth Street North
St. Petersburg, FL 33701
Attn: Mayor

If to the Club:

Tampa Bay Devil Rays, Ltd.
Attn: Mr. Vincent J. Naimoli
The ThunderDome
One Stadium Drive
St. Petersburg, FL 33705

Section 12.02. Amendment. This Agreement may be amended only in writing executed by both parties.

Section 12.03. Entire Agreement. This Agreement, including its exhibits, constitutes the entire agreement between the parties and except as provided for in Section 14.01 supersedes all prior or contemporaneous agreements (whether oral or written) between them.

Section 12.04. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

Section 12.05. 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 12.06. 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 Sixth Judicial Circuit, in and for Pinellas County, Florida, St. Petersburg Division. Each party waives any defense, whether asserted by motion or pleading, that the Pinellas County 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 Pinellas County Circuit Court, St. Petersburg Division, and irrevocable waive any objections to said jurisdiction.

Section 12.07. Effective date. This Agreement shall be effective on the date of execution but shall remain subject to the contingencies in ARTICLE XIII even after such effective date, until such contingencies have been satisfied.

Section 12.08. Compliance With Laws. The CLUB shall comply during the Term with all applicable laws, ordinances and regulations, including, but not limited to: those laws relating to nondiscrimination in employment, or the furnishing of equal employment opportunity to various segments of the population; the applicable requirements of F.S. 125.0104, 212, 255, 287, 288.1161, 288.1166, 288.1167; the requirements of §196.012; Ch. 119; all

requirements of law necessary for the DOME to preserve its exemption from ad valorem taxation; all requirements of law which are necessary for the CITY to receive and continue to receive funding as contemplated herein for completion of the Additional Improvements and for receipt by the County of the County Funds and the sources of revenue pledged by the County under the Interlocal Agreement; all requirements of law imposed upon the CITY or the CLUB as the manager, including, but not limited to, the proper collection and remittance of sales taxes; and all requirements specified by bond counsel for the continued tax exempt status of the bonds heretofore or hereinafter issued pursuant to the Bond Resolution and the Interlocal Agreement. The CLUB will develop and adhere to an affirmative action program which shall be subject to the reasonable approval of the CITY.

Section 12.09. Season Ticket Obligations. CLUB will adhere to the Season Ticket/Join the Team Program outlined in Exhibit F. The CITY shall transfer all monies held for Join The Team ticket reservations to the CLUB at the time the CLUB decides to begin the conversion of the reservations in accordance with Exhibit F.

Section 12.10. Novelty Sales. Prior to the beginning of the AMT, the CLUB shall have the reasonable opportunity through joint merchandising agreements and/or stand alone novelty shops to sell Devil Ray Merchandise.

Section 12.11. Use of Al Lang Stadium, Busch Complex and the Huggins-Stengel Complex. The CLUB has indicated a desire to use the CITY owned fields at Al Lang Stadium, Huggins-Stengel and/or

Busch Complex on occasion throughout the Term for practices and other baseball related purposes of the CLUB, its players and its minor league affiliates and visiting teams. Use of the facilities would be subject to existing Agreements and CITY Charter restrictions. The CITY does agree, however, to work with the CLUB within the constraints of the existing agreements and Charter requirements toward mutually agreeable short term arrangements for the use of one or more of these facilities by the CLUB and in the event the CLUB wishes that such an agreement extend beyond the time limitations contained in the Charter, the CITY agrees to work with the CLUB in accordance with the City Charter in placing the matter on the ballot in an effort to gain voter approval for such a longer term agreement. It is anticipated that such arrangements or agreements would allow use of such facilities on a cost reimbursement basis. Nothing herein shall prevent the CITY, prior to any subsequent agreement for the use of one or more of these facilities being executed by the CITY and the CLUB, from entering into agreements for use of or proceeding with changes in the configuration of these facilities.

Section 12.12. Off-Site Parking. The CITY agrees to work with the CLUB to attempt to identify additional existing off-site parking owned by the CITY which could be jointly used for DOME event parking and to work towards a subsequent agreement for the use of such parking and a shuttle service to transport passengers to and from this parking.

Section 12.13. Traffic Management. The CITY agrees to reasonably cooperate with the CLUB in formulating a more efficient traffic management plan for DOME events.

Section 12.14. Covenant As to CLUB'S DOME Rights. The CITY covenants that so long as the CLUB is not in default under this Agreement beyond any and all applicable grace and cure periods, the CLUB shall enjoy its rights with respect to the DOME granted thereunder without any hinderance, interference or molestation by the CITY or any party claiming by, through or under the CITY. The exercise of the CITY's rights under this Agreement or an individual's rights under the law shall not be considered a hinderance, interference or molestation with any of the CLUB's rights.

ARTICLE XIII

CONTINGENCIES AND APPROVALS

Section 13.01. Sales Tax Funds. This Agreement is contingent upon final certification for use by the CITY of the maximum amount of sales tax funds available by law, under §288.1162, Fla. Stat. and 212.20 occurring on or before May 28, 1995.

Section 13.02. County Approval. This Agreement is contingent upon approval, on or before May 9, 1995, by the Board of County Commissioners of Pinellas County, Florida of a one cent increase in the Tourist Development Tax under §125.0104(3)(L), Fla. Stat., as currently in effect, to be used in such manner or such portion and to be in effect for such period of time as is necessary to fully fund the debt service on a bond issue or other obligation that will provide \$20,000,000 to be available on or before the start of

construction, as determined by the CLUB, of the Additional Improvements or upon a binding commitment, on or before May 9, 1995, by the Board of County Commissioners of Pinellas County Florida to provide from funds under their control \$20,000,000 on or before the start of construction, as determined by the CLUB, of the Additional Improvements.

Section 13.03. MLB Approval. This Agreement is contingent upon certification of MLB to the CITY of its final approval of this Agreement on or before May 21, 1995.

ARTICLE XIV

NON-MERGER

Section 14.01. The Personal Services Agreement between the CITY and TBS shall not be merged into this Agreement, but shall continue in effect in its entirety, except that the provisions regarding MLB shall be superseded by this Agreement and the CLUB shall pay the long distance telephone costs for offices at the DOME. Further, in exchange for the consulting services of the CLUB with respect to the transition of management of the DOME from the CITY to the CLUB, the provisions of the Personal Services Agreement regarding the use of the DOME by the CLUB as modified by this section regarding long distance telephone calls are hereby extended beyond the Personal Services Agreement expiration date of May 1, 1996 until the commencement of the AMT.

ARTICLE XV

NEW CONSTRUCTION

Section 15.01. Beginning of Construction. Except as specifically provided otherwise in this Agreement, construction of those Additional Improvements that would disrupt the ability of the CITY to book and hold events in the DOME prior to the beginning of the AMT, shall not begin until a date which is reasonably necessary to timely complete the construction unless an earlier date is agreed to by the CITY.

Section 15.02. Construction Manager. If permitted by law, CLUB shall have the option of being the Construction Manager for the Additional Improvements provided CLUB contracts with or employees the appropriately licensed individuals or entities and provided the rates charged for such Construction Manager services are consistent with local area industry standards. As Construction Manager, the CLUB would be responsible for any and all cost overage. If the CLUB is the Construction Manager, the CLUB shall use a competitive process in the award of construction contracts, shall adhere to the CITY's Minority Business Ordinance requirements, and shall comply with all appropriate State laws including but not limited to the requirement for a public construction bond.

Section 15.03. Early Suite Construction. In the event that sufficient funds are in hand from the Franchise Funds earlier than the date specified in 15.01 for beginning of construction, or in the event the CLUB makes sufficient funds available, then, in such event, the construction of the suites can begin at such time

provided there will be no significant disruption of the ability of the CITY to book and hold events in the DOME.

Section 15.04. Construction Impact on Events Prior to AMT.

All construction shall be scheduled so as to maximize the CITY's return on the facility by impairing as little as practical the CITY's ability to book and hold events prior to the beginning of the AMT.

ARTICLE XVI

FORCE MAJEURE

Section 16.01. 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 certain materials, strike, slowdown, labor dispute or other occurrence beyond CLUB's or CITY's control ("Force Majeure Event") prevents performance of this Agreement in accordance with its provisions (other than payment of any Fees by CLUB hereunder), performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence, except as specifically otherwise provided herein.

Section 16.02. Partial Destruction. In the event of partial destruction of the DOME, the DOME shall be deemed suitable for playing Home Games (1) if the athletic playing field can be used, (2) if seventy percent of the DOME seats on the home plate side of a line drawn from foul pole to foul pole and extended on that path across the whole DOME can be used, (3) if reasonable access to the DOME is not obstructed (4) if use of the DOME for baseball is

deemed safe by competent authority; and (5) if MLB has approved such use. In such event, (A) this Agreement shall continue in full force and effect with no adjustments in the obligations of the parties; and (B) CITY shall restore the DOME as soon as possible from the insurance proceeds.

Section 16.03. DOME Not Suitable For Use. In the event of total or partial destruction or damage rendering the DOME not suitable for playing Home Games or of a valid governmental order prohibiting use of the DOME for Home Games, this Agreement shall be suspended immediately as to playing Home Games until the DOME is repaired or the governmental order ceases to prohibit use for Home Games. Within three months of the event of such total or partial destruction or damage, CITY shall begin to repair or rebuild the DOME using the proceeds from the property insurance for that purpose and shall diligently pursue such repair or rebuilding until completed. Once the CITY contracts with an Architect or an Engineer to draw plans for the repair or rebuilding of the DOME the CITY shall be deemed to have begun the repair or rebuilding of the DOME. This Agreement shall continue to be suspended until the DOME is suitable for playing Home Games; and CITY shall notify CLUB of CITY's best estimate of when the DOME will be suitable for playing Home Games again. For each Season, while this Agreement is suspended pursuant to this Section 16.03, the Term of this Agreement shall be extended by one Season. During the period of time while the DOME is not suitable for playing Home Games, the CITY will reasonably assist the CLUB in finding a substitute

location for playing Home Games. Any expense incurred by the CITY in assisting the CLUB or any expense incurred by the CLUB in obtaining a substitute location and making it acceptable to MLB baseball shall be paid out of the Capital Account and in the event there is insufficient funds in the Account to fully reimburse the CITY, the CITY shall be reimbursed from future payments into the Account.

ARTICLE XVII

THIRD PARTY BENEFICIARY

Section 17.01. Third Party Beneficiary. No person other than the CLUB and the CITY and the successors and assigns of such, shall have any rights whatsoever under this Agreement.

ARTICLE XVIII

INSPECTION BY CLUB PRIOR TO AMT

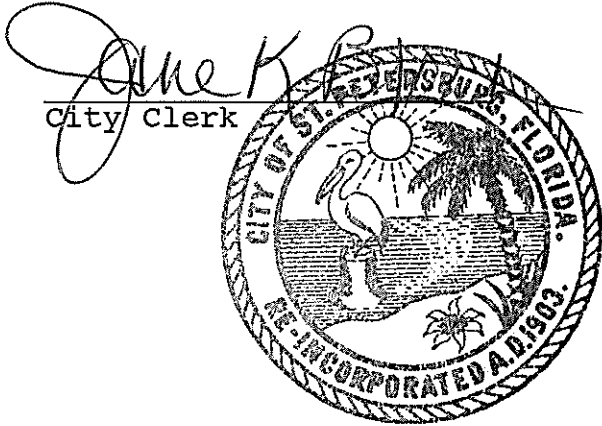
Section 18.01. Inspection by CLUB Prior to AMT. Prior to the beginning of the AMT, the CLUB shall have the right, at its expense, to conduct a professional inspection of the DOME. If such an inspection reveals defects that have been caused by failure to perform maintenance in accordance with industry standards for publicly owned and operated multi-use stadium facilities in comparable markets, the CITY at its expense shall rectify such defects.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written to be

effective as of such date, subject to the provisions of Article XII.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA



City Clerk

By: _____
Its: _____

TAMPA BAY DEVIL RAYS, LTD,
a Florida Limited partnership
by Tampa Bay Devil Rays, Inc., Its
Manager General Partner

By: _____
President

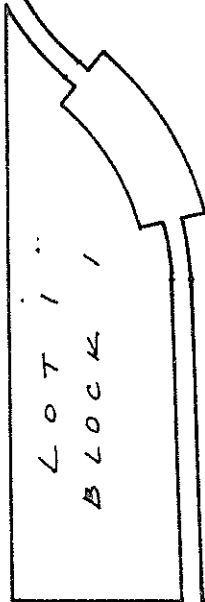
Approved as to form:

Approved as to content:

City Attorney

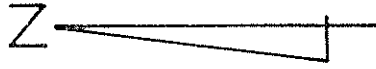
City Attorney

1st AVENUE SOUTH



SUNCOAST STADIUM REPLAT
R.B. 96, PAGES 53 & 54

LOT 1
BLOCK 2



10th STREET SOUTH

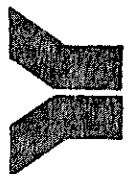
4th AVE. SO.

9th ST. SO.

16th STREET SOUTH

I - 175

Exhibit A



George F. Young, Inc.
 ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS
 81 St. Petersburg, FL 33781 • 298 Ninth Street North • Telephone (813) 822-4317
 11 New Port Highway, Ft. Lauderdale, FL 33304 • 8520 Government Drive, Suite 1 • Telephone (313) 785-8718
 11 Bradenton, FL 34208 • 3811 Sixth Avenue West • Telephone (813) 746-2277

Exhibit B

Additional Improvements

The following list of construction projects sets out the Additional Improvements contemplated by the Agreement.

1. Artificial Turf and Wall Pads
2. Scoreboards
3. Visitor's and Umpire's Locker Room Improvements
4. Baseball Equipment
5. Home Team Clubhouse
6. Dugouts and Bullpens
7. First Aid Facility Improvements
8. Team Family Accommodations
9. Darkroom
10. Media Booths Upgrade
11. Construction Buildout of Team Administrative Offices
12. Construction Buildout of Existing Suites and Club Concourse
13. Construction of Stadium Club/Restaurant and Related Facilities in New Addition¹
14. Additional Suites in New Addition
15. Central Kitchen and Commissary Storage
16. Additional Seating
17. Expand Concourses
18. Buildout of existing concession Stands
19. Press Lounge and Kitchen Equipment
20. Bullpen Enhancement
21. Secured Storage Areas for Baseball Operations
22. Fan Terrace Picnic Area
23. Stadium Store/Hall of Fame
24. Graphics and Advertising Enhancement Allowance
25. Electronic Marquee
26. Additional Parking (not including land) and Player Parking Security

¹ The CLUB will pay for equipment, furnishings, etc. for the Stadium Club

Exhibit C

St. Petersburg ThunderDome Management, Operations and Maintenance Standards

The following procedure manuals are on file at the ThunderDome and constitute the standards referred to in the Agreement. A complete copy of all manuals will be delivered to the CLUB on or before execution of the Agreement. At the beginning of the AMT, the CITY will retain the DOME copies.

1. ThunderDome Maintenance - Standard Operating Procedure (SOP 0 - 340)
2. ThunderDome Standard Operating Procedures - Events
3. Specific event procedure manuals for the following:
 - A. Tampa Bay Lightning
 - B. Tampa Bay Storm
 - C. Ice Shows
 - D. Concerts
 - E. Basketball/Tennis
 - F. Trade/Consumer Shows
4. ThunderDome Event Staff Manual (Employee Manual)
5. City of St. Petersburg Employee Manual
6. City of St. Petersburg Rules and Regulations of the Personnel Management.
7. Florida Suncoast Dome Maintenance Standards

ThunderDome Parking:
7,000 spaces on-site

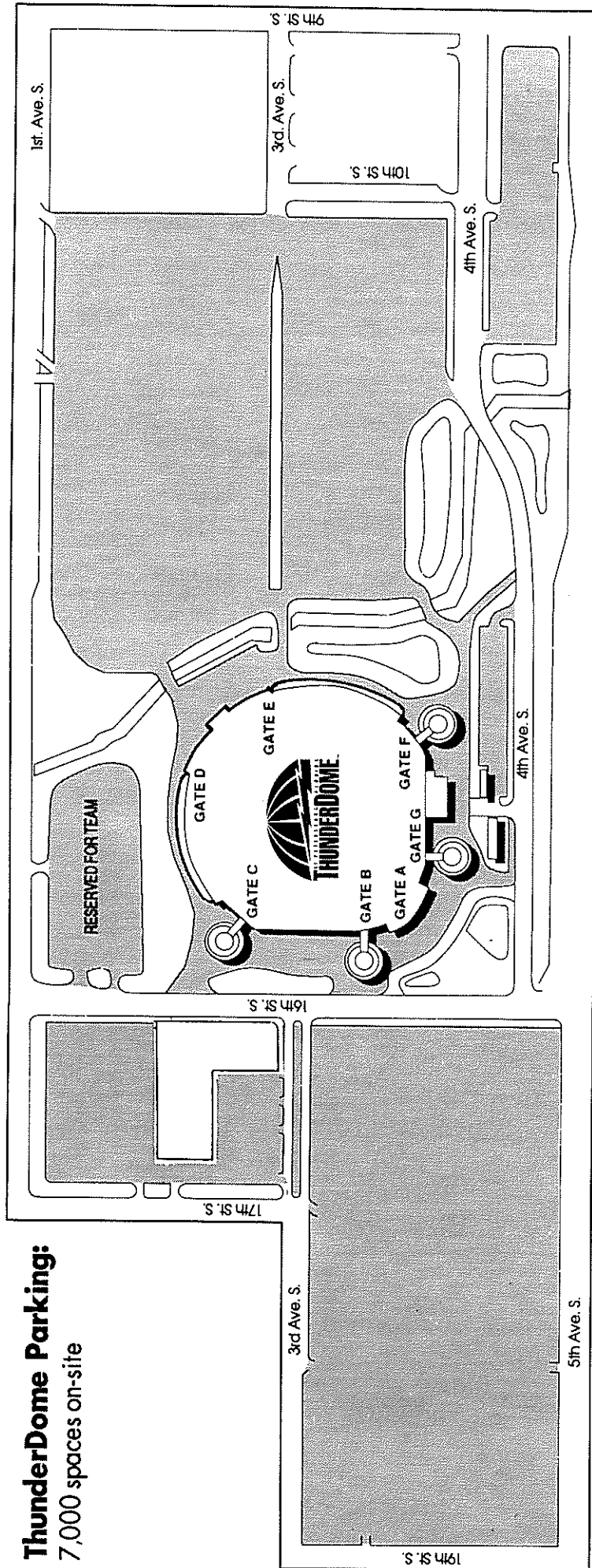


Exhibit E

St. Petersburg ThunderDome Existing Agreements, Commitments and Events¹

The following list of Existing Agreements , Commitments and Events references copies of the actual documents which are on file at the ThunderDome. A complete copy of all documents will be delivered to the CLUB on or before execution of the Agreement. At the beginning of the AMT, the CITY will retain the DOME copies.

1. Aerial Billboards
2. Anheuser Busch
3. Aquonics, Inc.
4. Bayfront Medical Center
5. Birdair
6. BMI
7. Coca Cola
8. Danka
9. Delta Air Lines
10. GTE
11. Grand Prix²
12. McQuay Service
13. Medi Quick
14. Medi Vend
15. NCAA 1998/1999
16. Novadine
17. Professional Grounds Keepers
18. Ringhaver
19. St. Petersburg Times
20. Savin
21. SESAC
22. Simplex
23. SportService
24. Suncoast Fire Sprinklers
25. Sun State Power Sweepers
26. Tampa Bay Lightning

¹ Nothing contained in this Agreement shall act as a waiver or compromise by the CLUB of any rights which are currently enjoyed by the CITY pursuant to these agreements and which will be the rights of the CLUB upon assignment.

² Execution of this Agreement does not act to waive CLUB's right of approval of the amendments to, and the assignment of, Grand Prix agreements in accordance with City Council Resolution No. 95-314.

27. Tampa Bay Storm³
28. Ticketmaster
29. Trane
30. U.S. Elevator
31. Wells Fargo
32. Young Pest Control
33. Pinellas County (CVB Lease)

³This contract has a six month window following the announcement of an award of Major League Baseball to St. Petersburg for modification or termination. The City will either terminate the contract to be effective on or before the beginning of the AMT, or obtain a modification which will preserve for the CLUB the right for the CLUB to control such modification or termination with respect to the AMT.

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Exhibit F

Join The Team Season Ticket Reservation and Luxury Suite Reservation Program

Join The Team

All persons or entities who have purchased a reservation for baseball season tickets under the Join The Team Program (also later referred to as "Bringing It Home") ("Program") shall be entitled to purchase season tickets for the inaugural baseball season based on the Club's ticket pricing structure, and shall, at their option, be entitled to purchase a season ticket for the same seats, or other seats then available, in each subsequent year at the rate charged by the Club for such season ticket. Members of the Program shall have first choice, in order of priority as set forth below, to purchase such season tickets, after a reasonable number of seats has been set aside for Club purposes. The Club shall initially make available season tickets for seats in each price category established by the Club, for which season tickets are sold, at the beginning of the conversion.

Phase I

All reservations purchased from October 5, 1989 through November 5, 1989 are in Phase I of the Program. The members of Phase I will have the first priority to purchase season tickets, both through the mail or in person. The priority of purchase within Phase I shall be established by a random selection process to be established by the Club.

Phase II

All reservations purchased from November 6, 1989, to the present are in Phase II of the Program. These reservations were date stamped at the time of receipt. The members of Phase II will be able to purchase season tickets beginning immediately after the members of Phase I. The priority of purchase within Phase II shall be in order of receipt of the reservation, with reservations made on the same day receiving equal priority.

Join The Fight

Those persons or entities that authorized contribution of their deposits to the Join The Fight campaign ("Campaign") shall retain their priority, and shall be subject to the rules of the Program regarding priority as set out below. They shall receive a credit toward the purchase of season tickets in an amount equal to the amount contributed to the Campaign, in addition to any other credit to which they may be due.

Rules Governing All Season Ticket Conversions

1. Each completed reservation form is one entry in the priority program for all tickets reserved on that form.
2. At the time of conversion, the reservation holder may purchase as many season tickets as desired up to the maximum number of tickets reserved on its form in that priority position.
3. Reservation holders will have a choice of seats from all season ticket price categories available at the time of conversion.
4. The deposit money shall be applied toward the cost of the season ticket for the inaugural season.
5. Except for a credit for reservation amounts, ticket prices charged for season tickets sold pursuant this Program shall be priced in accordance with the standard prices set by the Club.
6. At, or prior to, the time of conversion, the reservation holder may elect to combine that reservation with one or more lower priority reservation(s) and move its priority back to the latest of the reservations to be combined.
7. Reservation holders may elect to receive a refund of their deposits and forfeit all rights to purchase season tickets for each such reservation, provided such refund shall only be made to the extent that the reservation holder did not elect to contribute to the "Join The Fight" campaign.
8. Reservation holders shall not be re-instated into their previous priority position after withdrawal of reservation deposits. New reservations by such reservation holders will receive the priority assigned to all other reservations received on that day.
9. Payment plans for season tickets shall be as established by the Club.
10. The Club shall have the option to offer partial season packages to Program participants after all reservation holders have had the opportunity to purchase full season tickets. If such a program is instituted, the Club shall offer such partial season packages in the order of priority as established for full season ticket sales under the Program.

Luxury Suites

Luxury suites ("Suites") are allocated in order of receipt of reservations. The first 48 reservation holders are guaranteed an opportunity to convert to a suite lease. Their priority is established by the time at which the reservation was received. After the first 48 reservation holders have had an opportunity to convert, the Club may set aside a reasonable number of Suites, not to exceed 3, for Club purposes. All reservations received after the first 48 are on a waiting list and have a priority established by the time at which they were received.

Rules Governing All Suite Conversions

1. Reservations may be held in joint names and may be converted to a suite lease in joint names.
2. Prices and terms for the lease of a Suite shall be established by the Club.
3. Reservation holders may elect not to convert and receive a refund of the principal amount of their deposits.

JOINTEAM.PRO