

**FIRST AMENDMENT  
TO SUBLEASE AGREEMENT**

RECEIVED  
10000 FEB 25 '03

This First Amendment to Sublease Agreement ("First Amendment") is made and entered into by and between the Capital Improvement Board of Managers of Marion County, Indiana ("Board") and the Indians, Inc., d/b/a Indianapolis Indians ("Team") as of this \_\_\_ day of February, 2003.

**WHEREAS**, the Board and the Team entered into a certain Sublease Agreement dated \_\_\_\_\_, 1994 ("Sublease Agreement") regarding the professional baseball facility located in Indianapolis, Marion County, Indiana and commonly known as Victory Field (the "Facility").

**WHEREAS**, the Team desires that a new large scale video display screen system be purchased for the Facility ("LSVD")

**WHEREAS**, the Board has agreed to pay for a portion of the costs for the purchase and installation of the LSVD and the parties have agreed that the Team shall repay the Board for such costs in accordance with this First Amendment.

**WHEREAS**, the parties desire to amend the Sublease Agreement upon the terms and conditions hereinafter set forth.

**THEREFORE**, in consideration of the Sublease Agreement and the following terms, the parties agree as follows:

1. Section 3.3 of the Agreement shall be, and is hereby amended in its entirety, to read as follows:

1.1 Section 3.3. Fixed Rental.

In consideration of the costs to construct the Facility, Team hereby agrees to pay to Board a fixed rental of Five Hundred Thousand Dollars (\$500,000) per year, to be paid in installments in the amount of One Hundred Twenty Five Thousand (\$125,000) on each June 1, July 1, August 1 and September 1 of the Term beginning June 1, 1996 (the "Fixed Rental").

In consideration of the costs to purchase and install a new large scale video display screen system for the Facility ("LSVD"), Team hereby agrees to pay to Board the Six Hundred Ninety Six Thousand Dollar (\$696,000) purchase price of the LSVD, or such other amount that becomes the final purchase price of the LSVD, as follows:

- (a) Payment from the Baseball Park Capital Improvement Fund in the amount of Two Hundred Thousand Dollars (\$200,000) on April 1, 2003, which fund expenditure is hereby approved by Board.
- (b) Direct payment from the Team to the Board in the amount of One Hundred Ninety Six Thousand Dollars (\$196,000) (or such other amount regarding the final purchase price for the LSVD that is the

difference between such price and the total of the payment from the Baseball Park Capital Improvement Fund and the amount which is to be paid in installment payments as set forth in subsection (c) below) within thirty (30) days after payment by the Board of the invoice for the LSVD.

- (c) The remaining Three Hundred Thousand Dollar (\$300,000) balance (the "Remaining Balance") shall be paid in installment payments from the Team to the Board in the annual amount of Thirty Thousand Dollars (\$30,000) plus interest on the then current outstanding balance. The first installment payment shall be made on July 1, 2003 with the remaining installment payments to be made on April 15 of each year beginning April 15, 2004 and thereafter on the same date each year until the entire outstanding balance is paid on April 15, 2012. Interest on the outstanding balance shall be adjusted annually and shall be a percentage equal to the highest of 3 quotes received by the Board on April 1 of each year (or the next business day thereafter if such date is a weekend or legal holiday) from local financial institutions for a one year Certificate of Deposit for an amount equal to the outstanding loan amount (the "Board Rate"). For purposes of the above, interest for the annual installment payment to be made in a given year shall be calculated based on the principal balance as of April 1 of each year or as to the first year, ten (10) days after Board has paid the vendor for the LSVD project. Board shall provide to Team written notice of the Board Rate and the corresponding installment payment amount for that calendar year no later than April 15 of each year.

Notwithstanding the above, Team may repay the Remaining Balance plus any accrued interest without penalty or further interest payments at any time.

2. The parties agree that any additional revenue streams attributable to the installation of the LSVD shall be the property of the Team.
3. The parties acknowledge that this First Amendment is for substantial consideration and that all other terms and provisions of the Sublease Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the date first above written.

**CAPITAL IMPROVEMENT BOARD OF  
MANAGERS OF MARION COUNTY, INDIANA**

By: Augustus Levensgood  
Augustus Levensgood, Executive Director

**INDIANS, INC., d/b/a INDIANAPOLIS INDIANS**

By: D. Cal Burleson

Printed: D. CAL BURLESON

Title: GENERAL MANAGER

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

		<u>Page</u>
1.1	Facility . . . . .	2
1.2	Activities . . . . .	2

ARTICLE II

CONSTRUCTION

2.1	Expenses . . . . .	4
2.2	Committee . . . . .	5
2.3	Architects and Other Design Professionals . . . . .	6
2.4	Committee Involvement . . . . .	6
2.5	Permits . . . . .	8
2.6	Bidding . . . . .	8
2.7	Title . . . . .	8

ARTICLE III

SUBLEASE TERM AND RENTAL

3.1	Term . . . . .	9
3.2	Extension Option . . . . .	12
3.3	Fixed Rental . . . . .	12
3.4	Baseball Park Capital Improvement Fund . . . . .	12
3.5	Baseball Ticket Revenue . . . . .	14
3.6	Bond Defeasance . . . . .	14

ARTICLE IV

OPERATION OF FACILITY

4.1	Term as Operator of Facility . . . . .	15
4.2	Concessions . . . . .	24
4.3	Revenue . . . . .	25
4.4	Marketing . . . . .	26
4.5	Food and Beverage Policies . . . . .	27

ARTICLE V

TAXES

27

ARTICLE VI

INSURANCE

6.1	Team's Insurance . . . . .	28
6.2	Waiver of Subrogation . . . . .	30
6.3	Insurance Criteria . . . . .	31
6.4	Evidence of Insurance . . . . .	32
6.5	Indemnity . . . . .	32

ARTICLE VII

LOSS OF FACILITIES

7.1	Condemnation . . . . .	33
7.2	Damage to the Facilities . . . . .	35

ARTICLE VIII

DEFAULTS AND REMEDIES

8.1	Default by the Team . . . . .	36
8.2	Default by the Board . . . . .	38
8.3	Remedies Cumulative . . . . .	39

ARTICLE IX

SECURITY FOR TEAM'S PERFORMANCE

40

ARTICLE X

SALE OF TEAM SHARES OR ASSETS

10.1	Sale of Shares . . . . .	40
10.2	Sale of Assets . . . . .	40
10.3	Right of First Refusal . . . . .	41
10.4	Team's Right to Terminate Agreement . . . . .	41

ARTICLE XI

ASSIGNMENT AND SUBLETTING

11.1	Assignment . . . . .	42
11.2	Sub-Sublease . . . . .	43

ARTICLE XII

<u>RIGHT TO NAME FACILITY AND ADVERTISING RIGHTS</u>	43
--	----

ARTICLE XIII

<u>BOARD RIGHTS</u>	43
---------------------	----

ARTICLE XIV

<u>COVENANTS OF TEAM AND BOARD</u>	44
------------------------------------	----

ARTICLE XV

<u>QUIET ENJOYMENT</u>	45
------------------------	----

ARTICLE XVI

<u>NOTICES</u>	45
----------------	----

ARTICLE XVII

MISCELLANEOUS

17.1	Force Majeure . . . . .	46
17.2	Partial Invalidity . . . . .	46
17.3	Obligations to the Board . . . . .	47
17.4	Time of the Essence . . . . .	47
17.5	Successors and Assigns . . . . .	48
17.6	Entire Agreement . . . . .	48
17.7	Representations . . . . .	48
17.8	Governing Law . . . . .	49

EXHIBITS

Exhibit A	Description of the Real Estate
Exhibit B	Description of the Intended Use of the Facility
Exhibit C	Program of Facilities Requirements for a New 'AAA' Minor League Baseball Stadium for Indianapolis, Indiana
Exhibit D	Additional Design Professionals
Exhibit E	Pledge Agreement
Exhibit F	Advertising Sign Content and Locations Requiring Board Approval

**SUBLEASE AGREEMENT**

This Sublease Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by and between the **CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA** (the "Board") and the **INDIANS, INC., d/b/a INDIANAPOLIS INDIANS** ("Team").

WHEREAS, the Team has been granted a franchise by the American Association to play minor league baseball in Indianapolis, Indiana (the "City");

WHEREAS, Board has entered into a long-term lease agreement concurrently with the date hereof with the Indiana White River State Park Development Commission ("Commission") for a certain twelve (12) acre parcel of land located west of West Street and south of Maryland Street, which site is owned by the Commission and described on Exhibit A attached hereto (the "Real Estate");

WHEREAS, Board and Team desire to develop a professional baseball facility on the Real Estate in accordance with the terms hereinafter described (the "Facility");

WHEREAS, it is estimated that the Facility shall cost approximately \$18 million, such costs to be borne by the parties as hereinafter described;

WHEREAS, pursuant to its statutory authority, Board shall issue bonds to partially fund the costs of the Facility;

WHEREAS, the parties desire to enter into a sublease arrangement of the completed Facility;

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth and other good and valuable



consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## ARTICLE I

### DEFINITIONS

#### Section 1.1. Facility.

The "Facility" consists of the professional baseball facility to be constructed on the Real Estate, including, but not limited to, the spectator and press areas, dugouts, locker rooms, clubhouses, suites, batting tunnels, bullpens, offices which total a minimum of 5,000 square feet, scoreboards, field lighting, signage, concession and point-of-sale areas and box office and other improvements to be constructed or installed thereon as part of the improvements, including parking and loading areas and vehicular and pedestrian accessways serving same. The parties agree that Team shall provide all furniture, fixtures and equipment necessary to equip the Facility for its intended usage as described on Exhibit B attached hereto. The Facility shall meet or be excepted from professional baseball facility standards. The Facility shall, in all respects, comply with the "Program of Facilities Requirements For a New 'AAA' Minor League Baseball Stadium for Indianapolis, Indiana" attached hereto as Exhibit C.

#### Section 1.2. Activities.

The "Activities" shall consist of all events (baseball and non-baseball) selected by the Team throughout the year subject to

the right of the Board to use the Facility rent free (except for payment of [108¢] of out-of-pocket costs ("Usage Fee") for thirty (30) days per year; provided that such use shall not interrupt or compete with the Team's use for professional baseball or the Team's other entertainment activities. The Board shall pay the Team the Usage Fee incurred as a result of Board's use of the Facility within forty-five (45) days of the Board's use. "Out-of-pocket" costs shall be defined all utilities charges, staffing, box office and cleanup expense, and any and all other expenses or costs incurred by Team as a direct result of Board's usage of Facility.

Furthermore, Board's use of the Facility shall not compete with the revenue generating functions of the Team. Board shall only utilize the Facility for non-public ticketed events that do not compete with Team's entertainment activities, such as convention business, graduation ceremonies and the like. Any contemplated Board events which require ticketed admission to the Facility for sporting events, concerts, and other entertainment activities are considered competing events and would require Team's prior written approval. Team agrees that it shall refer all non-public events to Board for booking.

## ARTICLE II

### CONSTRUCTION

#### Section 2.1. Expenses.

The parties acknowledge that the total project costs, less furniture, fixtures and equipment provided by Team, and including architectural and professional fees and testing (hereinafter "Project Costs") shall not exceed \$18 million. The parties intend that (1) the Board shall commit the amount of not less than Nine Million Dollars (\$9,000,000) to the Facility; (2) the Team shall commit \$5,000,000 to be provided by Team through the payment of Fixed Rental as set forth in Section 3.3; and (3) the remaining \$4,000,000 shall be raised through civic and charitable contributions payable to the Commission as hereinafter described. Board hereby states its intention to fund its share of the Facility costs through placement of a bond issue. Pledges evidenced by signed letters of commitment totalling at least Two Million Five Hundred Thousand Dollars (\$2,500,000) shall be received by Commission due to civic and charitable fund raising efforts prior to February 1, 1995 and the entire capital contribution must be paid by December 31, 1999. In the event that such letters of commitment, in a form acceptable to Board in its sole discretion, are not received by February 1, 1995, Board shall, at its option, have no obligation to construct the Facility. If the Board proceeds with construction after the letters are obtained, the time period set forth in Section 3.1 by

which the Facility must be completed shall be extended for a period equal to any delay in the receipt of the letters of commitment. Provided, however, the Team shall have no liability or obligation in the event civic and charitable contributions totalling \$4,000,000 are not raised; provided, further however, Team shall use its best efforts to assist in the fund raising efforts.

Section 2.2. Committee.

The Team, Board and Commission shall appoint a Committee consisting of representatives of the Board, the Team and the Commission ("Committee"). It is intended that the Committee shall resolve all issues regarding construction and thereafter be involved with the operation (to the extent not otherwise prohibited hereby), attendance and maintenance of the Facility with the objective of maximizing attendance and maintaining a quality structure and not the operation and management of the Team. Notwithstanding the rights and obligations of the Board and the Committee as hereinafter described, Team expressly acknowledges the right of the Commission to approve certain aspects of the development of the Facility as set forth in Section 3.2 of the Lease between the Commission and the Board. The Committee shall hold meetings at least twice each year and from time to time upon the written request sent to Board by any two (2) or more members. The Board shall appoint three (3) members of the Committee, the Team shall appoint one (1) member

and the Commission shall appoint one (1) member. The Board's representatives on the Committee shall be members of the Board. The Team's member shall be a member of Team's Board of Directors and the Commission's member shall be its Executive Director. Notwithstanding the above, the Committee shall have no authority to modify the rights and obligations of the parties as set forth in this Agreement or the Lease by and between Board and Commission.

Section 2.3. Architects and Other Design Professionals.

(a) The parties hereby approve Hellmuth, Obata & Kassabaum, Inc. as the architects for the Facility.

(b) As used herein, the term "Architects" means the architectural firm engaged to undertake principal responsibility for design and construction supervision of the Facility as hereinafter described. The Board shall enter into all necessary and appropriate design and construction agreements with the Architects, engineers, construction manager and consultants related to the Facility, subject to the Team's prior written approval of all such agreements, not to be unreasonably withheld.

(c) Team acknowledges the selection by the Board of additional design professionals as set forth on Exhibit D attached hereto.

Section 2.4. Committee Involvement.

The Board shall afford or cause the Committee to be afforded the right to input in the program design, schematic design,

design development, construction documents, bid award and construction administration of the Facility. To that end, the Board shall submit all aspects of construction to the Committee for its consideration. Committee shall also provide input in the details of the stadium design such as number of suites, team offices, boxes, reserved and grandstand seating, picnic/playground/concession areas, signage and advertising opportunities, scoreboards, sound system, parking, press and team areas. It shall also cooperate to design the Facility to accommodate other entertainment venues consistent with baseball to attract people during games and at other times of the year such as sports mall with sports retail (baseball cards and memorabilia) and high-tech video entertainment (speed pitch, batting cages, etc.)

The Board shall enter into all necessary contracts for construction of the Facility after receiving any reasonable input of the Committee. Additionally, the parties acknowledge that change orders shall be handled as follows:

- (a) any change orders less than \$25,000 shall be approved by the Board's Executive Director;
- (b) the Committee and an individual appointed by the Team shall approve change orders between \$25,000 and \$125,000;
- (c) all change orders over \$125,000 shall be approved by the Board and an individual appointed by the Team provided that such change orders do not materially alter the design concept set forth in the

Program or materially affect the construction completion schedule of the Facility. "Program" for purposes hereof is a written document dated October 10, 1994 outlining the particulars of the Facility.

Section 2.5. Permits.

The Board, at its expense, shall obtain or cause to be obtained all improvement location and building permits required in connection with the construction of the Facility.

Section 2.6. Bidding.

The Team acknowledges that award of all contracts for construction of the Facility must be let by the Board pursuant to a public bidding process as required by Indiana law.

Section 2.7. Title. Title to the Facility including title to all fixtures, equipment and other personal property or improvements owned by the Board and located in the Facility as of the Commencement Date or placed in the Facility by the Board after the Commencement Date shall remain with the Board. Title to all fixtures, equipment and other personal property or improvements installed or placed in the Facility by Team which replace fixtures, equipment and other personal property or improvements in the Facility owned by the Board shall pass to the Board at the time of acquisition or installation. Title to fixtures, equipment and other personal property or improvements heretofore or hereafter placed in the Facility by Team's licensees or concessionaires shall, subject to the provisions of

Section 4.2 of this Agreement, be controlled by Team's agreement with any such licensee or concessionaire. Title to all fixtures, equipment and other personal property or improvements installed or placed in the Facility by Team which are not as a replacement for any fixtures, equipment and other personal property or improvements belonging to the Board, shall remain with or pass to the Team. Any fixtures, equipment and other personal property or improvements owned by Team may be removed by it from time to time prior to the termination of this Agreement at its own expense with the damage of such removal paid by Team. In the event Team does not so remove any fixtures, equipment and other personal property or improvements owned by it, the Board, upon termination of this Agreement, may treat any such item as having been abandoned, in which event it shall become the property of the Board to be retained or disposed of at the Board's cost in such manner as the Board may deem appropriate.

### ARTICLE III

#### SUBLEASE TERM AND RENTAL

##### Section 3.1. Term.

Subject to the terms and conditions hereof, the Board hereby subleases the Facility to the Team for a period of approximately twenty (20) years (the "Term"), commencing on or about April 1, 1996 (the "Commencement Date"), and expiring on March 31, 2016 (the "Expiration Date"), subject to the right of Board and Team



by mutual agreement to enter into up to ten five-year extensions, for the conduct of the Activities, on an exclusive basis except for the days permitted for use by the Board. The Facility shall be returned to Board at the Expiration Date in the condition required by Section 4.1 hereof, ordinary wear and tear excepted. The Board shall notify Team in writing of each date it desires to use the Facility subject to Team's prior written approval, not to be unreasonably withheld. Team shall work in good faith with its league to obtain the dates requested by Board. The parties acknowledge that the Board should obtain published non-baseball dates but that the Team has priority use of the Facility for professional baseball games and understands that professional baseball scheduling complications may prevent the Board's use on requested dates. Board may assign its dates to a third party subject to the terms hereof and subject to prior written approval Team, not to be unreasonably withheld. The parties agree to work together in a spirit of cooperation regarding the dates. To that end, Team shall provide Board by February 1 of each year with a copy of its schedule for the upcoming baseball season, including estimated game times. Additionally, Team shall respond to Board's written requests as soon as reasonably possible. In the event that the game time conflicts with any scheduled Indiana Convention Center & RCA Dome ("ICCRD") event, Board may request the Team to change the appointed game times to a time mutually agreeable to the parties. Additionally, in the event that the

Team's schedule reflects a date which conflicts with a convention, concert, sporting event or other activities at the ICCRD, Team and Board shall work together to determine if the game can be rescheduled to an alternative date. In the event any such disagreement between the parties regarding dates cannot be resolved, the Team's schedule shall have priority.

Team recognizes that this Agreement shall not become void or voidable in the event that the Facility is not substantially completed by the anticipated Commencement Date but that the Board shall use all appropriate efforts to ensure the timely completion of the Facility. Any early occupancy shall be subject to the terms hereof except that the obligation of the Team to pay Fixed Rental shall not begin until completion and delivery of the Facility. Rent shall be abated from Commencement Date to completion of the Facility. Abatement shall be determined by multiplying Annual Rent by the fraction, the numerator of which is the number of home games scheduled and missed and the denominator is 72. Team expressly waives any right to terminate this Agreement or otherwise make a claim against the Board so long as the Facility is completed by April 1, 1998. Team shall be notified by Board at least thirty (30) days prior to the Commencement Date and shall, after receipt of such notice, have the right to enter the Facility for purposes of installation of all of the Team's personal property.

Section 3.2. Extension Option.

The parties agree that if Board and Team do not agree at least one (1) year prior to the Expiration Date to extend the Term of this Agreement, Board shall be entitled to negotiate and enter into agreements with third parties regarding future usage of the Facility and shall have no further obligation to negotiate with Team as to extension of the Term. Upon the defeasance of the bonds issued by Board which does not result from a refinancing, Board shall not issue additional bonds which impose any financial obligation on the Team (unless approved by the Team) and the Team shall have no obligation to pay rental during the extension except as may be mutually agreed upon.

Section 3.3. Fixed Rental.

In consideration of the costs to construct the Facility, Team hereby agrees to pay to Board a fixed rental of Five Hundred Thousand Dollars (\$500,000) per year, to be paid in installments in the amount of \$125,000 on each June 1, July 1, August 1 and September 1 of the Term beginning June 1, 1996 (the "Fixed Rental").

Section 3.4. Baseball Park Capital Improvement Fund.

In addition to the Fixed Rental, Team shall pay with each installment payment of the Fixed Rental the additional amount of \$12,500 to be paid into a Baseball Park Capital Improvement Fund (the "Fund") to be used for the making of capital improvements to the Facility upon the Committee's approval. For purposes

thereof, "capital improvements" shall be defined as improvements or replacements related to the roof, foundation, seats, walls, electrical, plumbing, parking lot surface and HVAC systems of the Facility. The obligation of the Board for the making of capital improvements to the Facility shall at all times be limited to the balance as exists from time to time in the Fund. The Fund shall be used only for capital improvements resulting from ordinary wear and tear and not repairs or replacements required as a result of defective workmanship or materials. The Fund shall be invested by the Board consistent with Indiana law and income derived from Fund investments shall be added to the Fund. No material changes shall be made to the Facility without the mutual approval of the Board, the Committee and the Team.

The Board shall have no liability to Team by reason of any inconvenience, annoyance, interruption or injury to the business of Team arising from the making in reasonable fashion with such precautions as are necessary of any capital improvements, repairs or changes by the Board which it is required or permitted by this Agreement or required by law to make in or to any portion of the Facility, provided that the Board shall use due diligence with respect thereto and shall perform such work at times and in such manner as is reasonably calculated, under the circumstances, not to interfere materially with the use of the Facility; provided further that during the making of capital improvements that

materially affect attendance, the parties shall work together to determine whether the payment of damages is appropriate to Team.

Section 3.5. Baseball Ticket Revenue.

In addition to the Fixed Rental and Fund obligations outlined in Section 3.3 and 3.4 above, the Board shall receive five percent (5%) of all gross ticket revenue related to the use of the Facility for professional baseball games by the Team in excess of \$3,500,000 annually (the "Percentage Rental"). This revenue shall include only season ticket holder sales, suite ticket sales, group ticket sales and buy-out night ticket sales, and individual ticket sales related to Team's baseball games. Team shall provide Board not later than December 1 of each year a financial statement audited by a certified public accountant of all such revenue together with payment of the Percentage Rental. Board shall have the right to audit Team's books and records related to such revenue upon reasonable notice and at reasonable locations within one hundred eighty (180) days after receipt of such accounting. The cost of the audit shall be paid by Board unless it discloses a discrepancy of greater than five percent (5%) of the amount of revenue reported, in which case the cost of the audit shall be paid by Team, together with any additional Percentage Rental due and owing.

Section 3.6. Bond Defeasance.

In the event that the bonds issued by Board related to the Facility are defeased prior to expiration of the Term, which does

not result from a refinancing, the Board shall not issue any additional bonds which impose any financial obligation on Team (unless approved by the Team), provided, however, all terms and provisions hereof shall remain in full force and effect for the remainder of the original Term including all obligations under Sections 3.3, 3.4 and 3.5 hereof.

#### ARTICLE IV

##### OPERATION OF FACILITY

##### Section 4.1. Team as Operator of Facility.

(a) As lessee of the Facility, the Team shall be responsible for the management and all aspects of the operation of the Facility, including the nature of events to be held in the park other than baseball. The Team shall develop policies designed to (i) assure quality control and (ii) assure that the Facility shall be run in a way that reflects positively on the City and encourages families to attend events. The parties acknowledge and agree that either no smoking shall be allowed in the Facility or that a designated smoking area mutually agreeable to the Team and the Board shall be created.

The Team, with input from the Committee, shall have the exclusive responsibility for the maintenance of the Facility during the entire Term. Provided, however, during the Lease Term and any extended term, the Board shall remain responsible for curing any structural defects. The Team shall receive an assignment from Board of any construction warranties related to

the Facility and which relate to Team's obligations hereunder. The Team shall contract and pay for all services to the Facility throughout the year including cleaning, grounds keeping, electricians, stage hands, security guards, ticket sellers and takers, announcers, utilities and maintenance, repair and replacements to the Facility other than the capital improvements pursuant to Section 3.4. The Facility shall be maintained in a first-class manner consistent with comparable facilities of similar age in other cities and in compliance with the highest standards of professional baseball and in a manner consistent with the Indiana Convention Center & RCA Dome ("ICCRD") facility. All use of Facility must comply with all laws, rules and regulations. Throughout the Term, the Team shall deliver the Facility to the Board in such condition for Board's use and Board shall deliver the Facility to Team in the same condition upon completion of Board's use.

The Committee shall review the quality of maintenance and maintenance services provided to the Facility. To that end, representatives of the Board, the Committee and the Team shall be afforded access at all reasonable times to the Facility. If Team shall not maintain the Facility to the standard set forth in this Section 4.1, the Committee shall have the right to notify Team in writing on or before December 1 of any year setting forth specifically the manner in which the Committee believes that the Team failed to meet the standard, describing the actions to be

taken to cure the same and stating that it will assume the obligation commencing on March 1 of the following year, if such actions are not taken by such date. If Team does not take such actions by such date, the Board shall assume responsibility for the same as of such March 1 for the remainder of that year of the Term at the cost and expense of Board, subject to arbitration procedures set forth herein. If Team has not taken such actions as requested by Committee by such date, Board may request that the Team enter into arbitration for final disposition and decision concerning this dispute in accordance with the rules of the American Arbitration Association, which decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

Board shall promptly serve a notice on Team, advising of its desire for arbitration and shall request the American Arbitration Association to submit a list of proposed arbitrators who are generally familiar with the subject-matter involved in the dispute and from which an arbitrator shall be selected by the following method: each party shall strike any names from the list deemed unacceptable, number the remaining names in order of preference, and return the list to the American Arbitration Association. The American Arbitration Association shall then invite an arbitrator to serve from among those names remaining on the list, in the designated order of mutual preference.



The ruling of the arbitrator shall be binding upon the parties hereto. The arbitrator shall follow the Commercial Arbitration Rules of the American Arbitration Association. Either party shall have the right to secure a mandatory injunction in any court of competent jurisdiction to enforce any final order of the arbitrator. If the arbitrator's decision is in favor of Board, all direct costs incurred by Board in making the required maintenance shall be reimbursed by the Team to Board within thirty (30) days after presentation of a statement therefor, together with interest at a rate of 1-1/2% per month, 18% per annum. Costs of the parties shall be paid as determined by the arbitrator.

If the Board assumes the obligations of the Team, Board shall use due diligence with respect to providing maintenance, and as long as it uses such care, the Board shall have no liability to Team by reason of inconvenience, annoyance, interruption or injury to the business of Team resulting from the performance of such maintenance in such reasonable manner as is calculated not to unreasonably interfere with the operation of the Facility.

(b) Team shall obtain all necessary licenses and permits for operation of the Facility, including, but not limited to, licenses and permits to sell food and beverages. Provided, however, liquor licenses and permits are addressed in (c) below.

(c) All licenses and permits required for the sale of "Alcoholic Beverages" at the Facility shall be held in the name of the Board. The Board shall keep the permits in full force and effect at the expense of the Team and neither party shall take any action which would impair the Board's ability to hold the permits. The Board shall prepare, file, and process all applications for renewals of the permits. Team shall provide the Board with the name of the individual who is responsible for the overall management and sale of Alcoholic Beverages at the Facility. Such individual must have been a continuous and bona fide resident of the State of Indiana for the past five (5) years.

Team shall reimburse the Board within thirty (30) days of Team's receipt of any invoice for any and all expenses, costs (including reasonable attorneys' fees) and other liabilities incurred, directly or indirectly, by the Board as a result of holding and maintaining the permits, including, but not limited to, the permit fees, the annual amount necessary to obtain a federal tax stamp, the costs and expenses incurred in preparing, filing, and processing all applications for renewals of the permits, and all state and local taxes due as a result of the sale and/or distribution of Alcoholic Beverages under the permits including, but not limited to, the Indiana State Sales Tax and the Marion County Food and Beverage Tax. Any unpaid amounts shall bear interest at a rate of 1-1/2% per month, 18% per annum,

and in the event such amounts are not timely paid, the same shall constitute an Event of Default hereunder.

Team is fully responsible for activities and operations under the Alcoholic Beverage license and the proper enforcement of applicable liquor laws and regulations.

(d) As operator of the Facility, the Team shall be responsible for and pay for all aspects of the operation of the Facility, including, but not limited to:

- (i) All ticketing operations, ticket sellers and ticket takers;
- (ii) All ushers and parking attendants and parking, vehicular and pedestrian circulation;
- (iii) All non-uniformed and armed security for the Facility, including security for baseball games and other events;
- (iv) Operating the scoreboard and the public address system;
- (v) Arranging for all communications and broadcasting; and
- (vi) Operating all concession and catering facilities located at the Facility.

(e) Specifically, but without limiting the generality of the foregoing in order to provide for a secure, healthy and accessible environment for patrons, the Team shall provide and pay for at least the following measures at each home game and at all other activities involving paid admission to the Facility:

- (i) A uniformed police officer at every event;

- (ii) Security guards at every event and at least one of the security guards shall work in the parking lot during each event for the purpose of controlling vandalism;
- (iii) Cadets or auxiliary officers as required by the Indianapolis Police Department for traffic control immediately following each scheduled event until traffic has disbursed so as to not hinder normal transit on the adjoining streets; and
- (iv) Qualified persons to render first aid.

(f) Except as otherwise set forth in this Agreement, the Team shall be responsible for all costs incurred by the Team in connection with the Team's operation of the Facility. The Team may operate the Facility itself or hire subcontractors, in compliance with all equal opportunity laws, to perform all or any portion of the operation of the Facility with the Committee's prior approval.

(g) (i) Definition of "Toxic or Hazardous Substances".

"Toxic or Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified as: (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1004 or

section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (c) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (d) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (f) toxic or hazardous substances pursuant to any federal, state or local ordinances, laws or regulations passed or promulgated now or hereafter; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum-based derivatives, and urea formaldehyde.

(ii) Representations and Warranties.

Board represents and warrants to Team that:

- (a) Board has the full right, power and authority to execute this Agreement and to sublease the Real Estate as provided in this Agreement and to carry out all of its obligations hereunder.
- (b) To the best of its knowledge, the Real Estate is not subject to any existing, pending, or threatened investigation by any governmental authority under any

applicable federal, state, or local law, regulation, or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of Toxic or Hazardous Substances at or upon the Real Estate.

(iii) Environmental Indemnity.

Board agrees to indemnify, defend (with counsel reasonably satisfactory to Team), and hold Team harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities, administrative orders or losses arising during or after the Term out of or in any way relating to the presence, release, or disposal of Toxic or Hazardous Substances on or from the Real Estate at or prior to the Commencement Date, or as a result of a breach of the environmental warranties made by Board above, unless the Toxic or Hazardous Substances are present solely as a result of the action of Team, its officers, employees, contractors, or agents.

Team agrees to indemnify, defend (with counsel reasonably satisfactory to Board), and hold Board harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities, administrative orders or losses arising during or after the Term out of or any way relating to the presence, release, or disposal of Toxic or Hazardous Substances on or about the Real Estate arising out of the actions of Team, its officers, employees, contractors or agents.

Section 4.2. Concessions.

(a) As operator of the Facility, the Team shall purchase, lease or contract for the purchase or lease of all concession area build-out and equipment. Concession operations may be reviewed and suggestions offered by the Committee. Provided that any recommendations made by the Committee are in the best interests of the Team and its shareholders, as determined solely by the Team's Board of Directors, the Team shall implement the recommendations of the Committee.

(b) The Team shall have control over product and brand designation, pricing, quality, merchandising and staffing of concessions within the Facility with the objective of ensuring a wide variety of quality foods at reasonable prices served in unique and appealing ways. For the days that the Facility is used by Board, Board shall utilize Team's concession operator and shall provide Team all revenue generated therefrom. Team shall pay all associated expenses from such revenue.

(c) Any such concession facilities and equipment that become affixed to the Facility shall be deemed permanent and shall remain at the Facility in good repair and operating order at the expiration of the Term. Any concession facilities and equipment that do not become affixed to the Facility shall be deemed personal property and may be removed by the Team at any time.

(d) The Team agrees to maintain a level of services which will provide an effective and convenient operation of stadium food and refreshment facilities. All food, drinks, beverages, confections and other items sold or kept for sale at the Facility, including Alcoholic Beverages, shall be of the first quality, wholesome and pure, and will conform in all respects to the federal, state and city regulations, and shall be subject to inspection and approval or rejection by all governmental health officers. The Team shall post in a conspicuous place at each concession stand, permanent or temporary, a complete list of prices of all articles there offered for sale.

Section 4.3. Revenue.

(a) As operator of the Facility, the Team shall be entitled to receive all revenue streams generated at the Facility, including, but not limited to, all revenues from ticket sales, suite rental, sponsorships, stadium signage and other advertising, parking, sales of concessions, novelties, and clothing, sales of broadcast and telecast rights, league expansion fees and Team fundraising; provided, however that the Board shall retain any revenue from its permitted use of the Facility as otherwise provided herein except from the sale of concessions or Team novelties as set forth in Section 4.2(b). The Committee shall annually review all original pricing and increases thereto of all items which generate Facility revenue, for example, ticket prices, parking rates, suite leases,



concession prices, and Facility rental rates. Provided that such action is in the best interests of the Team and its shareholders, as determined solely by the Team's Board of Directors, the Team shall implement the recommendations of the Committee.

Section 4.4. Marketing.

(a) The Team shall annually develop or update its marketing plan for the operation of the Facility. The marketing plan shall include the Team's plan for the first year of operation of the Facility. The Team shall consider retaining a recognized national expert to assist in preparing the plan. The plan for the following year of operation of the Facility and each annual update shall be submitted to the Committee for review and comment by January 1 of each year, beginning January 1, 1996, except that the initial plan for the 1996 season shall be submitted on August 1, 1995, with an update on January 1, 1996.

(b) The objective of the Team's marketing plan shall be to maximize attendance at the Facility throughout the year including times other than the baseball season. The plan shall address:

- (i) Maximizing attendance at baseball games including selling season tickets, suites, promotions, etc.;
- (ii) Entertainment before, during and after games, in the sports mall, on the field, in the stands, etc.;
- (iii) Attraction of people on a regional basis;
- (iv) Cooperation with other downtown entertainment, educational and recreational facilities, including

those owned or operated by the Commission, in joint or promotional activities; and

- (v) Promotion of non-baseball events such as concerts, festivals, convention activities, band competitions, etc.

(c) If attendance for Team games in any one season is below 500,000, the Team shall retain a consultant at Board's expense to assist in developing the marketing plan for the next season. The consultant shall be approved by the Committee. Provided that such action is in the best interests of the Team and its shareholders, as determined solely by the Team's Board of Directors, the Team shall implement the recommendations of the consultant.

Section 4.5. Food and Beverage Policies. Team shall provide and determine designated area(s) in the Facility wherein patrons may bring in food and non-alcoholic beverages.

## ARTICLE V

### TAXES

The Team shall be responsible for the payment of all ad valorem taxes legally imposed, assessed or levied against the Team's personal property and for the payment of all transaction privilege taxes, sales taxes or other similar excise taxes legally imposed, assessed or levied against the Team on account of ticket, concession and similar sales or transactions at the Facility.

The Team shall pay the monthly food and beverage taxes to the Indiana Department of Revenue with the appropriate completed county food and beverage tax return by the twentieth day of each month. The tax return shall be filed under the Board's Food and Beverage Reporting Number which is to be assigned. The Team shall send a copy of each tax return and proof of payment of the tax to the Board by the twenty-fifth day of each month. The Team shall indemnify the Board for any tax liability.

## ARTICLE VI

### INSURANCE

#### Section 6.1. Team's Insurance.

The Team shall carry and maintain, at its sole cost and expense:

- (a) All risk insurance, subject to reasonable deductibles, but any amounts deducted shall be the responsibility of the Team, for the Facility, Team's personal property and trade fixtures, with limits sufficient to cover the full replacement cost thereof, covering the Facility against damage and destruction by fire, earthquake, flood, vandalism, boiler eruption, and other perils in the amount of the full replacement value of the Facility, as such value may increase and decrease from time to time;
- (b) Commercial general liability insurance, including bodily injury, property damage, contractual products liability, and liquor liability coverage (the

responsibility for the latter may be assigned to Team's vendor), with the following limits:

General Aggregate	\$2,000,000
Products/Completed	
Operations Aggregate	1,000,000
Personal Injury &	
Advertising Injury	1,000,000
Each Occurrence Limit	1,000,000
Fire Damage (Any One Fire)	50,000
Medical Expense (Any One Person)	5,000

subject to reasonable deductibles, but any amounts deducted shall be the responsibility of the Team;

- (c) Worker's compensation insurance in accordance with the laws of the State of Indiana, but for no less than:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	500,000	Policy Limit
Bodily Injury by Disease	500,000	Each Employee

- (d) Rental and business interruption insurance (with Team as beneficiary), including off-premises power service coverage, with exclusions from coverage mutually agreeable to the parties;
- (e) Automobile liability for owned, non-owned and hired vehicles, including uninsured and underinsured with limits of not less than \$1,000,000 and separate minimum limits of \$100,000 for garagekeepers liability;
- (f) Employee dishonesty coverage for funds handled by President, Business Manager, Ticket Manager and Assistant Ticket Manager of Team relative to ticket sales in the amount of \$500,000; and
- (g) A separate policy of umbrella coverage over the coverages referenced in (b), (c) and (e) above, with limits of not less than \$4,000,000 with a deductible of not more than \$10,000. Team agrees

that it shall increase umbrella coverage, if necessary, consistent with its industry. If Board, in good faith, believes that this coverage is inadequate in consideration of the current insurance economy, Board may request that the Committee review and make a recommendation as to the proper amount of umbrella coverage.

Section 6.2. Waiver of Subrogation.

It is the intent of the parties that the risk of loss or damage arising out of or relating to this Agreement should be borne by insurance to the extent of available coverage. Accordingly, the Board and the Team waive all rights against each other (and against the agents, employees, representatives and/or insurers of the other) for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such other party (its agents, employees and/or representatives); provided, however, that: (a) this waiver of rights shall only be applicable to the extent of insurance proceeds actually paid to the parties suffering such loss or damage; and (b) this waiver of rights shall in no way diminish the indemnity obligations of the Team as set forth in Section 6.5 hereof.

Said waiver of rights shall be in addition to, and not in limitation or derogation of, any other waiver of release contained in any related agreement with respect to any claim of

the Team or the Board. Inasmuch as the waiver of rights shall mean that neither party shall be liable to the other party hereto or to any insurance company (by way of subrogation or otherwise) and will preclude the assignment of any of such claim(s) (by way of subrogation or otherwise) to an insurance company (or any other person), Team and the Board shall give written notice of the terms of this mutual waiver of rights to their respective insurers and shall have their insurance policies endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of this waiver of rights.

Section 6.3. Insurance Criteria.

(a) All policies of insurance required to be maintained by this Article VI shall be issued by insurance companies licensed to do business in the State of Indiana, qualified in the judgment of the Board and having an A.M. Best Rating of A-:IX or S&P AA-;

(b) shall provide that such policies shall not be cancelled or materially modified as to scope or amount of coverage, unless thirty (30) days prior written notice is given to the Board;

(c) shall be the primary policies, not contributing with or in excess of the coverage that the Board party may carry; (d) shall be permitted to be maintained within a blanket policy or an umbrella policy; (e) shall be maintained during the entire Term, (f) shall name the Board as an additional insured, except with respect to the worker's compensation policies, and (g) shall be

subject to Board's review for proper limits and coverages upon written request therefor.

Section 6.4. Evidence of Insurance.

On or before the Commencement Date and upon the date of renewal of the policies of insurance that it is required to maintain pursuant to this Article VI, Team shall deliver to the Board certificates of insurance evidencing such insurance. Such certificates shall specify the types and amounts of coverage evidenced thereby, the waiver of subrogation described in Section 6.2 above, and the insurance criteria described in Section 6.3 above. Team shall maintain and renew or replace all policies of insurance for which it is responsible pursuant to this Article VI for the entire Term.

Section 6.5. Indemnity.

The Team agrees to indemnify and hold harmless the Board from any and all actions, causes of action, demands, and claims of any nature whatsoever for injury to or death of persons or loss of or damage to property in any way arising out of the use, occupancy, maintenance, and operation of the Facility after the Commencement Date. The Board agrees to indemnify and hold harmless the Team from any and all actions, causes of action, demands and claims of any nature whatsoever for injury to or death of persons or loss of or damage to property in any way arising out of (a) the construction of the Facility for the period prior to the Commencement Date, except as relates to

Team's early occupancy thereof; (b) the Board's maintenance of the Facility as contemplated by this Agreement; or (c) the Board's use of the Facility set forth in Section 1.2.

## ARTICLE VII

### LOSS OF FACILITIES

#### Section 7.1. Condemnation.

(a) If all of the Facility or the use thereof is taken by power of eminent domain, condemned or sold in lieu of condemnation proceedings, this Agreement shall automatically terminate on the earlier to occur of (i) the date on which title to the Facility vests in the condemning authority, or (ii) the date on which the Team is dispossessed of the Facility.

(b) If a portion of the Facility or the use thereof is taken by power of eminent domain, condemned or sold in lieu of condemnation proceedings and such taking materially affects Team's ability to utilize the Facility, the Team shall have the right to terminate this Agreement effective as of the earlier to occur of (i) the date on which title to the condemned portion of the Facility vests in the condemning authority, or (ii) the date on which the Team is dispossessed of the portion of the Facility, by giving written notice to the Board within sixty (60) days after the Team's receipt of notice of the partial condemnation from the Board.



(c) If a portion of the Facility or the use thereof is taken by power of eminent domain, condemned or sold in lieu of condemnation proceedings and the Team does not terminate this Agreement pursuant to the terms and conditions of (b) above, (i) this Agreement shall be deemed terminated with respect to only the condemned portion of the Facility or use thereof; (ii) the rental payable hereunder shall be equitably reduced, as determined by the parties in good faith taking into account the Team's prior use of the condemned portion of the Facility or use thereof and the potential of such portion to generate revenue for the Team based upon attendance over the previous three (3) year period; and (iii) the Board shall, at its sole cost and expense, promptly make any repairs and restoration that the Team deems reasonably necessary as a result of such condemnation.

(d) Each party shall have the right to seek, at its sole cost and expense, any award to which it might be entitled as a result of any condemnation of all or any portion of the Facility or the use thereof. Neither party shall have any rights to any award made to the other.

(e) If all or a portion of the Facility or the use thereof is temporarily condemned, this Agreement shall remain in full force and effect, but all of the Team's rental obligations hereunder shall abate on a pro rata basis as determined by the parties in good faith until such temporary condemnation shall cease based upon revenue lost by the Team as a result of such

temporary taking based upon attendance over the previous three (3) year period.

Section 7.2. Damage to the Facilities.

If the Facility or any portion thereof is damaged or destroyed by fire or any other casualty, then neither party shall have the right to terminate this Agreement but Board shall promptly employ its best efforts to restore and repair the Facility as soon as reasonably possible to a condition substantially similar to that prior to such damage or destruction and the Term shall be extended by the period of restoration and repair. To that end, Board shall use all insurance proceeds available for such purposes and Team shall assign any applicable proceeds to Board. Board's obligation hereunder shall not exceed the insurance proceeds and other available monies. The restoration and repair details shall be undertaken in the same manner involved in the original construction of the Facility. During any period that the Facility is totally unusable by Team, the entire rental shall abate so long as the rental interruption insurance required by Section 6.1 has been maintained. If only a portion of the Facility is rendered unusable by the damage or destruction, rental shall be reduced as determined by the parties in good faith based upon attendance over the previous three (3) year period.

## ARTICLE VIII

### DEFAULTS AND REMEDIES

#### Section 8.1. Default by the Team.

(a) An Event of Default by the Team shall be deemed to have occurred under this Agreement if:

- (i) It fails to make the payments of rental and other amounts owed as set forth in Article III hereof within thirty (30) days after it is due;
- (ii) It fails to observe or perform any other obligation, condition or covenant on its part to be performed or observed hereunder, and such failure remains uncured for more than 30 days after the Team's receipt of written notice of such failure from the Board (or such longer period as may be reasonably necessary to effect such cure, if such cure cannot be effected within such 30 day period using reasonable efforts);
- (iii) The Team's interest in and to the Facility or this Agreement is taken by process of law directed against the Team, or is subject to attachment by any creditor or claimant of the Team, and such attachment is not discharged or disposed of within 30 days after levy thereof;
- (iv) The Team (A) admits in writing its inability to pay debts generally as they become due, (B) makes an assignment for the benefit of creditors, (C) applies for or consents to the appointment of a receiver, trustee or liquidator of the Team or substantially all of the Team's assets, (D) files a voluntary petition in bankruptcy or

a petition or an answer seeking reorganization under any bankruptcy or insolvency laws, or (E) files an answer admitting the material allegations of a petition filed against the Team in any bankruptcy, reorganization or insolvency proceedings;

(v) A court enters an order, judgment or decree, without the application, approval or consent of the Team, approving a petition (A) seeking reorganization of the Team under any bankruptcy or insolvency law, (B) appointing a receiver, trustee or liquidator for the Team or substantially all of the Team's assets, or (C) adjudicating the Team as bankrupt or insolvent, and such order, judgment or decree is not vacated, stayed or set aside within 45 days after its date of entry; or

(vi) Team loses its franchise due to its negligence, wilful misconduct or material violation of league rules.

If the Team shall be deemed in default under this Agreement pursuant to the terms and conditions of paragraph 8.1(a) above, the Board shall be entitled to seek any rights and remedies available to it in law, or at equity, including, but not limited to, the rights to (i) seek monetary damages, including interest on the unpaid rental at a rate of 1-1/2% percent per month, eighteen percent (18%) per annum (which interest shall for purposes of paragraph 8.1(a) above begin to accrue without regard to the thirty (30) day grace period), (ii) terminate this Agreement, (iii) cure such default on behalf of the Team and bill the Team for all costs incurred by the Board to effect such cure,

including reasonable attorneys' fees incurred by the prevailing party. Additionally, Board shall have the right to proceed against the security provided by Team pursuant to Article IX hereof.

Section 8.2. Default by the Board.

(a) An Event of Default by the Board shall have occurred under this Agreement if:

- (i) The Board fails to perform or observe any obligation or condition on its part to be performed or observed hereunder that relates to the Team's right to use and operate the Facility, subject to the rights of use by the Board; or
- (ii) The Board fails to perform or observe any other obligation or condition on its part to be performed or observed hereunder, and such failure remains uncured for more than 30 days after the Board's receipt of written notice of such failure from the Team (or such longer period as may be reasonably required to effect such cure if such cure cannot be effected within such 30 day period using reasonable efforts).

(b) If the Board shall be deemed in default under this Agreement pursuant to the terms and conditions of paragraph 8.2(a) above, or if an Event of Default exists under the terms of the Lease with the Commission (as defined therein), the Team shall be entitled to seek all rights and remedies available to it at law, or in equity, including, but not limited to, the rights to (i) seek monetary damages, (ii) terminate this Agreement (iii)

cure such default on behalf of the Board and bill the Board for all costs incurred by the Team to affect such cure, including reasonable attorneys' fees incurred by the prevailing party.

(c) Notwithstanding anything to the contrary contained in this paragraph 8.2, in no event shall the inability of the Board to cause substantial completion of the Facility by the Commencement Date give Team cause to declare an Event of Default.

Section 8.3. Remedies Cumulative.

Except as expressly limited in this Article VIII, the remedies described herein are cumulative and are not intended to be exclusive of any other remedies to which the parties may be entitled at law or in equity. The failure of a party to (a) insist in any one or more instances upon the strict performance or observance of any of the obligations or conditions of this Agreement by the other party or (b) exercise any remedy contained herein for any nonperformance or nonobservance of any obligation or condition by the other party shall not be considered a waiver of such party's rights to later insist upon performance or observance or to exercise its remedies. Additionally, the exercise or commencement of the exercise of any right or remedy by either party shall not preclude the simultaneous or later exercise of any or all other rights and remedies available to such party.

## ARTICLE IX

### SECURITY FOR TEAM'S PERFORMANCE

The obligations of the Team under this Agreement shall be secured by a pledge of all ticket revenue and proceeds thereof from all events at the Facility, such Pledge Agreement to be in the form attached hereto and made a part hereof as Exhibit E.

## ARTICLE X

### SALE OF TEAM SHARES OR ASSETS

#### Section 10.1. Sale of Shares.

The shareholders of the Team may sell their shares at any time without restriction. Such transferability of shares of Team shall in no way affect the enforceability of this Agreement.

#### Section 10.2. Sale of Assets.

The Team may not sell or otherwise transfer all or substantially all of its assets (including the franchise) to another entity without (a) approval of (i) the American Association, (ii) National Association of Professional Baseball Leagues, and (iii) the Office of the Commissioner of Baseball and (b) the acceptance of an assignment of this Agreement by such transferee. Provided, however, that the parties expressly agree that the transfer of the Team's assets shall in no way entitle the transferee to avoid performance of any term hereof, including but not limited to the obligation of the Team to play its home games in the Facility as required by Article XIV hereof.

Section 10.3. Right of First Refusal.

After the initial Term of this Agreement, Team may sell all or substantially all of the assets of the Team contemplated by Section 10.2 above and the Team shall provide the Board with a right of first refusal to match any bona fide, written offer received by the Team. Board's right hereunder is expressly assignable. Team shall use its best efforts to obtain on behalf of Board all necessary league approvals. The right of first refusal is subject to the following provisions:

- (i) the Board shall have thirty (30) days to match such offer in all material respects including price, terms, and date of closing; and
- (ii) the right of first refusal shall be unenforceable by the Board if the Board of Directors of the Team determines that it would be a breach of its fiduciary duties to shareholders not to submit the right of first refusal to shareholder vote and shareholders do not approve or ratify the proposal by required vote.

Section 10.4. Team's Right to Terminate Agreement.

The Team shall have no further obligations under this Agreement, including future Fixed Rental payments, in the event of one (1) of the following:

- (i) a major league baseball franchise is located in the Indianapolis area and the Team is therefor prohibited from continuing a minor league franchise in the Indianapolis area. Provided, however, if the major league franchise facility is located outside of Marion County, Team shall pay to Board 20% of the net award paid to the Team, less reasonable expenses incurred by Team in collecting the award,



by the league or the then present value of the remaining payments of Fixed Rental and Fund payments discounted at a prime rate of interest charged by National City Bank, N.A. at the time of the award of the major league franchise, whichever is less.

- (ii) the obligations under this Agreement are assumed by another entity upon a transfer of the franchise contemplated by Section 10.2 above, or
- (iii) The American Association, or any other league in which the Team is a member, ceases operations; provided that Team shall make good faith efforts to continue to play professional baseball, in which case this Agreement shall remain in effect.

## ARTICLE XI

### ASSIGNMENT AND SUBLETTING

#### Section 11.1. Assignment.

This Agreement may not be assigned by Team except as part of the sale of the assets of the Team as provided for in Section 10.2 hereof. The Board shall have no authority to deny the assignment unless: (a) it determines that the prospective assignee is not creditworthy to fulfill its obligations hereunder as determined by a third party qualified credit analyst, such as a financial institution, selected by Team and the Board, and/or (b) finds that prospective transferee or its controlling principals have felony convictions or have controlling interests in businesses which engage in pornography or related enterprises. In the event that the Board denies the assignment for the reasons

set forth in this Article XI, Team shall continue to perform its obligations hereunder until a suitable assignee is selected by Team.

Section 11.2. Sub-Sublease.

The Team shall obtain the approval of the Board, not to be unreasonably withheld, of the sub-sublease of certain areas of the Facility, by way of example and not limitation, the sports mall, restaurant and related retail facilities.

**ARTICLE XII**

**RIGHT TO NAME FACILITY AND ADVERTISING RIGHTS**

The parties agree that Team shall have the right to name the Facility and that such name shall be submitted to Committee for its approval, such approval not to be unreasonably withheld. Additionally, all advertising sign content and locations related to the matters set forth on Exhibit F shall be submitted to Board for its approval, such approval not to be unreasonably withheld.

**ARTICLE XIII**

**BOARD RIGHTS**

The Team shall provide the Board the right to utilize at no cost ten (10) season tickets to Team home games and with no cost, two (2) suites at a location mutually agreeable to the parties and four (4) VIP parking spaces for purposes of business cultivation for the City and ICCRD.

**ARTICLE XIV**

**COVENANTS OF TEAM AND BOARD**

Team makes the following additional covenants for the entire term of this Agreement:

- (a) Team shall maintain its good standing with the American Association or its successors;
- (b) Team shall conduct its play as a AAA team;
- (c) Team agrees that pricing of baseball tickets and concessions shall be in amounts so as to encourage and facilitate attendance by families to all baseball games in the Facility;  
and
- (d) Team agrees to initiate a system which will result in a wider distribution of tickets within Indiana.

Board, and its successors or assigns, covenants that for the Term of this Sublease and any extension thereof, it shall not offer any financial incentives, or assist in establishing or locating, any other professional baseball franchise or organization within Marion County. "Financial incentives" shall include, but not be limited to, cash payments, tax abatements, transferring interests in real estate or personal property, loans, guarantees or any other form of financial accommodations. Provided, however, that this covenant shall not apply in the event that Team receives an award pursuant to Section 10.4(i).

**ARTICLE XV**

**QUIET ENJOYMENT**

The Board covenants that, subject to the terms and conditions of this Agreement, the Team shall peaceably and quietly have, hold and enjoy the Facility for the Term and any extended Term. Board represents that there are currently no liens, judgments or claims to the Facility that will affect the Team's right to occupy and enjoy the Facility. Subtenant acknowledges that Commission may desire to mortgage its fee interest in the future after the financing for the Facility is obtained. Subtenant shall cooperate with Commission in such regard, including execution of appropriate forms of subordination and estoppel certificates, so long as the rights of Board and Team are not disturbed.

**ARTICLE XVI**

**NOTICES**

All notices permitted or required to be made hereunder shall be in writing and delivered by hand, overnight courier or certified mail. Notices shall be deemed given (a) when actually received if delivered by hand, (b) one business day after delivery to an overnight courier if delivered by an overnight courier, or (c) three business days after deposit with the United States Postal Service if delivered by certified mail. All such notices shall be addressed to the appropriate party as follows:

If to the Board, to:

Executive Director  
100 S. Capitol Avenue  
Indianapolis, IN 46225

With a copy to:

Bingham Summers Welsh & Spilman  
2700 Market Tower  
10 West Market Street  
Indianapolis, Indiana 46204-2982

If to the Team, to:

President  
Indians, Inc.  
~~1501 W. 16th Street~~ 501 W. Maryland Street  
Indianapolis, IN ~~46202~~ 46225

Either party may from time to time designate a different address for notices by giving notice to that effect to the other party in accordance with the terms and conditions of this Article XVI.

#### ARTICLE XVII

##### MISCELLANEOUS

##### Section 17.1. Force Majeure.

Wherever there is provided in this Agreement a time for the performance of any obligation other than the payment of a sum certain, the time provided therefor shall be extended for as long as and to the extent that delay in compliance with such time limitation is due to an act of God or other factors beyond the reasonable control of such party.

##### Section 17.2. Partial Invalidity.

If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of

such provision to persons or circumstances, other than those as to which it is so determined invalid or enforceable to any extent, shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

Section 17.3. Obligations of the Board and the Team.

The obligations and undertakings of the Board and the Team under or pursuant to this Agreement are and shall be the obligations solely of the Board and the Team. No recourse shall be had, whether in contract, in tort or otherwise against any officer, director, employee, agent, member, volunteer or representative of the Board or Team in his or her individual capacity on account of any obligation or undertaking of or any act or omission by the Board or Team under or pursuant to this Agreement.

Section 17.4. Time of the Essence.

Time is of the essence with respect to all provisions of this Agreement. Accordingly, subject to applicable grace and cure periods provided for herein and the terms and conditions of Article VIII above, the failure of either party to perform any act strictly within the applicable period specified herein shall entitle the other party to exercise all rights and remedies contemplated hereby.

Section 17.5. Successors and Assigns.

This Agreement and all terms and conditions contained herein shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

Section 17.6. Entire Agreement.

This Agreement, together with all exhibits attached hereto, constitutes the entire and exclusive agreement between the Board and the Team relating to the Team's use of the Facility. This Agreement may not be modified or terminated, nor any of its provisions waived, except by an agreement in writing signed by the party against whom the enforcement of any such modification, termination or waiver is sought. All prior agreements and understandings relative to the development, use, possession or occupancy of the Facility by the Team are deemed merged herein or hereby revoked.

Section 17.7. Representations.

Each party hereby represents and warrants to the other that it has all necessary right, power and authority to enter into this Agreement. Additionally, each party represents and warrants that the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by each party hereunder have been duly authorized by all necessary action of the Team and Board.

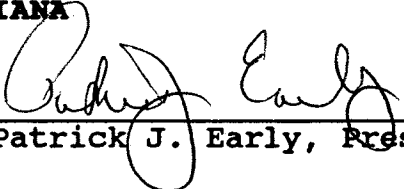
Section 17.8. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state courts of Indiana or the U.S. District Court for Southern District of Indiana, Indianapolis Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedure prescribed by law.

IN WITNESS WHEREOF, the parties have executed this Sublease Agreement as of the date first above written.


"BOARD"

CAPITAL IMPROVEMENT BOARD OF  
MANAGERS OF MARION COUNTY,  
INDIANA

By   
Patrick J. Early, President

"TEAM"

INDIANS, INC.  
d/b/a INDIANAPOLIS INDIANS

By 

MAX B. SCHUMACHER  
(Printed Name)

PRESIDENT  
(Title)



**EXHIBIT D**

**MSE - Civil Engineer**

**HUBER HUNT & NICHOLS - Program Manager**

**FINK ROBERTS & PETRY - Structural Engineer**

**BROWNING DAY MULLINS & DIERDORF - Local Architect**

**CIRCLE DESIGN GROUP, INC. - Mechanical Electrical and Plumbing  
Engineer**

**WRIGHTSON, JOHNSON, HADDON & WILLIAMS, INC. - Acoustical Engineer  
and Scoreboard**

**HELLMUTH, OBATA & KASSABAUM, INC. - Architect**

EXHIBIT A

LEGAL DESCRIPTION:

A part of the Northwest Quarter of Section 11, part of Outlots 136, 137, 138, 139, and part of vacated Water Street of the Donation Lands of the City of Indianapolis, lying East of White River, all in Township 15 North, Range 3 East of the Second Principal Meridian in Center Township, Marion County, Indiana, more particularly described as follows:

Beginning at the intersection of the Eastern channel line of White River (being also the Western boundary of vacated Water Street) with the Southern 31.5 foot right-of-way line of relocated Washington/Maryland Street per plans for project no. IX-B176(4), the next six (6) courses being along said line: 1) South 88 degrees 03 minutes 59 seconds East (bearings based on Indiana State Plane Coordinate System, East Zone) along a variable width right-of-way 198.26 feet to the beginning of a non-tangent curve concave Northwesterly having a central angle of 42 degrees 26 minutes 03 seconds and a radius of 542.72 feet; 2) thence Easterly and Northeasterly along said curve and 44.5 foot right-of-way an arc distance of 401.95 feet (said arc being subtended by a chord having a bearing of North 58 degrees 09 minutes 03 seconds East and a length of 392.82 feet) to the Point of Tangency thereof; 3) North 36 degrees 56 minutes 01 seconds East along said 44.5 foot right-of-way 296.92 feet (296.87 feet, plan) to the Point of Curvature of a curve concave Southeasterly having a central angle of 55 degrees 03 minutes 03 seconds and a radius of 413.87 feet; 4) thence Northeasterly and Easterly along said curve and 44.5 foot right-of-way an arc distance of 397.65 feet (said arc being subtended by a chord having a bearing of North 64 degrees 27 minutes 33 seconds East and a length of 382.53 feet) to the end thereof; 5) thence South 87 degrees 47 minutes 21 seconds East along a variable right-of-way 86.10 feet to a point where said right-of-way is 44.84 feet wide; 6) thence South 87 degrees 58 minutes 42 seconds East along a variable right-of-way 247.81 feet to a point where said right-of-way is 45 feet wide; being also on the West right-of-way of West Street per plans for project IX-B029(2), the next two (2) courses being along said line; 1) South 44 degrees 03 minutes 19 seconds East 38.45 feet to a point on the 50 foot right-of-way of said street; 2) South 02 degrees 18 minutes 56 seconds West along a variable right-of-way 739.99 feet to a point where said right-of-way is 65 feet wide; thence North 79 degrees 48 minutes 15 seconds West 496.79 feet; thence North 87 degrees 55 minutes 00 seconds West 152.81 feet to a point on the North face of an existing retaining wall; thence North 87 degrees 57 minutes 01 seconds West along the North face of said wall and the prolongation thereof 764.47 feet to the Eastern channel line of White River, being also the Western boundary of vacated Water Street; thence North 19 degrees 35 minutes 14 seconds East along said Eastern channel line 58.79 feet to the POINT OF BEGINNING.

EXHIBIT B

BASEBALL PARK

SUGGESTED

FURNITURE, FIXTURES & EQUIPMENT (FFE)

<u>TURF EQUIPMENT</u>	<u>SUGGESTED SUPPLIERS</u>	<u>APPROX. COST</u>
Triplex Reel Mower	Lesco/Jacobson/Toro	\$10,000 - 15,000
Tractor Hauler	John Deere AMT 622	4,000
Tractor Scarifier	J.Deere/Toro/Smithco	7,000 - 10,000
Walkbehind Reel Mower	J.Deere/Jacobson/Toro	3,000 - 5,000
1-Ton Roller	Any Type	2,000
Outfield Line Sprayer (Jiffy M 5000)	Partac Pect Corp.	1,075
21" Commercial Mower	Any Type	300
Weedeater	Any Type	400
Blower	Any Type	400
Roto Tiller	Any Type	500
Edger	John Deere 3K	400

BASEBALL EQUIPMENT

<del>Batting Tunnel (12' x 18' x 80')</del>	<del>National Batting Cage</del>	<del>3,000</del>
Batting Cage (12'/10'H x 16'D x 18'D)	National Batting Cage	4,000
Pitcher's L-Screen (2@) (8' x 8')	National Batting Cage	225
1st Base Screen (12' x 12')	National Batting Cage	325
2nd Base Screen (10' x 10')	National Batting Cage	325
Fungo Screen (14' x 14')	National Batting Cage	375

Hitting Screen (6' x 6')	National Batting Cage	200
-----------------------------	-----------------------	-----

TARPS & COVERS

Field Tarp (170' x 170')	Covermaster	6,000
Mound Tarp (20'D)	Custom Canvas	100
Home Plate Tarp (26'D)	Custom Canvas	200
Bull Pen Pitching Mounds (16' x 16')	Custom Canvas (2@)	200
Bull Pen Catchers Area (11' x 11')	Custom Canvas (2@)	100
Batting Practice Protective Cover (25' x 100' Roll)	Partac Peat Corp.	350

IRRIGATION SYSTEM

*MBS*  
*BY*

<del>Toro 640 Series (Include Extra Supplies)</del>	<del>Toro</del>	<del>20,000</del>
---	-----------------	-------------------

SUPPLIES & CHEMICALS

*MBS*  
*BY*

<del>Infield Clay (150 Tons)</del>	<del>Partac Peat Corp.</del>	<del>48.00 per Ton</del>
Pitching Mound Clay (22 Tons)	Partac Peat Corp.	88.50 per Ton
Homeplate Clay (22 Tons)	Partac Peat Corp.	75.00 per Ton
<del>Red Warning Track Mix (3/16' 150 Tons)</del>	<del>Partac Peat Corp.</del>	<del>35.00 per Ton</del>
Drying Agent (Terra Green)	Partac Peat Corp. a) Fine 200 Bags b) Coarse 80 Bags	6.75 per Bag 6.50 per Bag
Field White Chalk (120 Bags)	Partac Peat Corp.	3.85 per Bag

Top Pressing for Turf (5 Tons)	Any Company	50.00 per Ton
Fertilization & Chemigation Program	Chemlawn	2,500.00 per Year
Round Up Weed Control (2@)	Any Company	70.00 for 5 Gal.

TOOLS - FIELD

Garden Rake (4)	Any Company	20.00 @
Leaf Rake (4) (Greensweeps)	Any Company	15.00 @
24" Landscape Rake (2)	Any Company	48.00 @
48" Landscape Rake (2)	Any Company	50.00 @
Spade Shovel (2)	Any Company	20.00 @
Square Shovel (2)	Any Company	20.00 @
Snow Shovel (2)	Any Company	35.00 @
Push Brooms (2)	Any Company	15.00 @
Sweep Brooms(2)	Any Company	10.00 @
Roller Squeegee (4)	Partac Peat Corp.	96.00 @
Tamps (2) (Wooden Handle 6) 211 lbs.	Partac Peat Corp.	50.00 @
Sod Spade Shovel (1)	Any Company	35.00 @
Fire Nozzle 1' (2)	Any Company	40.00 @
Hoses 50' (5) (1' Sets)	Any Company	100.00/Roll
Hand Clippers (1)	Any Company	10.00 @
Hand Bilge Pump (1)	Marina Shop	20.00 @
Chalk Marking Box (Scrambler)	Partac Peat Corp.	250.00 @
Stiff Drag Mat (6')	Partac Peat Corp.	200.00 @

Stiff Drag Mat (3')	Partac Peat Corp.	115.00 @
Cocoa Mat (2) (30' x 48')	Partac Peat Corp.	39.00 @
Jackson Wheelbarrels (2)	Any Company	80.00 @
Cyclone Spreader (2)	Any Company	75.00 @
A-Frame Scarifier (2) (Heavy & Light)	Need to Make	100.00 @
Float Board (1)	Need to Make	100.00 @
Bases (3 Sets)	Partac Peat Corp.	185.00 @
Homeplate (6)	Partac Peat Corp.	85.00 @
Pro Pitching Rubbers (1)	Partac Peat Corp.	85.00 @
Econo " " (4)	Partac Peat Corp.	85.00 @
Homeplate Box Square	Need to Make	50.00 @
Frame (4' x 6')	-	-
3-Gal. Hand Sprayer	Any Company	50.00 @
<u>TOOLS - SHOP</u>		
Hammer (2)	Any Company	15.00 @
Socket/Ratchet Set	Any Company	35.00 @
Drill/Drill Set	Any Company	100.00 @
Allan Wrench Set	Any Company	20.00 @
Channel Locks (2)	Any Company	20.00 @
Screwdrivers (2) (Flathead & Phillips)	Any Company	10.00 @
Wire Cutters (1)	Any Company	10.00 @
Pliers (1)	Any Company	15.00 @
Adjustable Wrench (Small & Large)	Any Company	15.00 @

Wrench Set (Regular & Metric)	Any Company	20.00 e
Carpenter's Tape (25')	Any Company	30.00 e
Carpenter's Ruler (6')	Any Company	10.00 e
File (2) (Smooth & Brisk)	Any Company	10.00 e
W-D 40 (Case)	Any Company	30.00 e
2-Cycle Oil (Case)	Any Company	50.00 e
30-W Oil (Case)	Any Company	50.00 e
Level (6')	Any Company	30.00 e
Turpeda Level	Any Company	15.00 e
Hand Saw	Any Company	25.00 e
Hack Saw	Any Company	20.00 e
Circular Saw	Any Company	80.00 e
Cro Bar	Any Company	20.00 e
Portable Air Tank	Any Company	60.00 e
8-Penny Nails (50 lbs.)	Any Company	30.00 e
16-Penny Nails (50 lbs.)	Any Company	35.00 e
25' Extension Cord	Any Company	50.00 e
50' Extension Cord	Any Company	75.00 e
100' Tape	Any Company	50.00 e
200' Tape	Any Company	100.00 e
Spot Lights	Any Company	25.00 e
Flashlights (2)	-	-
Gas Can (3)	Any Company	15.00 e
Funnels (3)	Any Company	5.00 e
Knives (2)	Any Company	10.00 e

Digging Bar (3)	Any Company	30.00 @
Ladder (6')	Any Company	50.00 @
Ladder (20')	Any Company	100.00 @
Wire Stripper (1)	Any Company	15.00 @
Bunge Cords (5)	Any Company	5.00 @
Grease Gun (1)	Any Company	30.00 @
Wire Brush (2)	Any Company	10.00 @
Paint Brush (2)	Any Company	10.00 @
20-Gal. Flat White Latex	Any Company	30.00 @

HOUSEKEEPING EQUIPMENT

Scrubbers	Tenant	18,000.00 @
Sweepers	Tenant	19,000.00 @
Mops, Etc.	Tenant	15.00 @
Buckets	Tenant	30.00 @
Vacuums	Tenant	200.00 @
Brooms	Tenant	10.00 @
Utility Carts	Tenant	150.00 @
Carpet Cleaning Equip.	Tenant	500.00 @
Extractor	Tenant	1,500.00 @
Low Speed Floor Machine	Tenant	500.00 @
High Speed Floor Machine	Tenant	1,200.00 @
Back Pack Vacua	Tenant	200.00 @
Blowers (Gas Powered)	Tenant	300.00 @

PHONE NUMBERS

Partac Peat Corp.                      Great Meadows, NJ  
1-800-247-2329



National Batting Cage      Oregon  
1-800-547-8800

Covermaster                      Canada  
1-800-387-5808

Custom Canvas                      Buffalo, NY  
1-800-221-5582

There are other major pieces of equipment, for which the cost is too high, which will need to be rented during the year. These include such items as areifiers, field protectant covers for concerts, sweepers for field, and top dressing units. A total rental cost should be between \$4,000 - \$5,000.

## EXHIBIT C

### Program of Facilities Requirements for a New 'AAA' Minor League Baseball Stadium for Indianapolis, Indiana

Based on the requirements by Major League Baseball for minor league teams and ADA requirements as well as recent discussions with The Capital Improvements Board and the Indianapolis Indians, HOK has prepared a program statement for the proposed stadium. This facility program outlines the actual physical requirements related to seating, stadium configuration, parking and other support amenities.

#### SPECTATOR FACILITIES

##### Seating

A total of approximately 13,000 fixed seats will be provided for viewing minor league baseball as well as other events which may include collegiate baseball, major league exhibition baseball, high school baseball and concerts. Approximately 8,200 of these seats will be located in the lower seating bowl with the balance in the upper bowl. In addition to the approximately 13,000 fixed seats, space for 2,000 more spectators will be provided on grass berms in the outfield. The approximately 8,200 seat lower bowl will include up to 1,000 prefabricated aluminum bleacher seats with backs on 33" minimum treads and the upper seating bowl of approximately 4,600 fixed seats shall be all self rising stadium arm chairs and the remainder of the lower seating bowl shall consist of self-rising stadium arm chairs and "equal access" fold away chairs for the physically disadvantaged.

In addition to the approximately 8,200 lower bowl seats and 4,600 upper bowl seats, seating for approximately 390 additional fans shall be provided on the suite level.

- Seating areas for 131 physically disadvantaged wheelchair patrons plus an equal number of companion seats as well as an equal number of ambulatory disabled aisle seats shall be provided and evenly dispersed throughout the stadium. Spaces shall be provided with choice of admissions and sightlines shall be comparable to general public seating. "Equal access" fold away chairs shall be used for 45 of the wheelchair seats with remainder of these areas designed for removable folding chairs to allow group seating for wheelchair patrons.
- All seating sections except skewed or radial bay sections shall include, whenever possible, an even number of seats between rows. Aisles with seats on both sides shall be 48 inch minimum width and aisles serving seats only on one side shall be 36" minimum width, except when serving less than 5 rows in which case single loaded aisles may be 23" minimum width.
- The minimum seat width shall be 19 inches for arm chair seating except aisle seats may be 18 inches for coursing and bleacher and bench seats shall be 18" minimum width. Approximately 25% of all seating shall be shaded from the sun.
- Minimum sightline clearance shall be 2-1/4 inches above the eye level of the spectator in the preceding row. Minimum tread width shall be 33 inches in the public seating areas except that tread width in bleacher sections may be 30 inches minimum and suite seating areas shall have 36" minimum tread width.

- The first row of seats shall be a minimum of 6" above the field and riser heights shall vary from 7 1/2 inch minimum in the lower seating bowl to 20 inches maximum in the upper bowl. The maximum number of seats per row shall be 24 except that "box seats" behind home plate and the dugouts in the lower bowl shall be a maximum of 18 seats between aisles and bleacher seats may have up to 36 seats between aisles.
- Handrails and guardrails shall be provided as required at all vertical aisles, portals, in front of raised wheelchair seating sections, and behind the back row of seats adjacent to concourses and cross aisles. Front guardrails shall be 36" high except at the front of aisles where they shall be 42" high. Railings in the seating bowl shall be hot dipped galvanized.
- In each structural bay seating section there shall be a minimum 6" storm drain with a removable strainer and an overflow scupper to allow winter drain down and reduce freezing of pipes.

### Public Toilets

Toilet rooms shall be provided and appropriately distributed for men and women at the concourse level based on approximately 13,000 fixed seats. Toilet facilities will also be provided in the bermed seating area based on 2,000 spectators. The ratio of spectators to fixtures shall be based on 50% male and 50% female attendance. Fixtures shall be provided based on the following recommendations:

		Recommended 13,000 Seat Stadium <u>Seat Stadium</u>	2,000 <u>Berm Seats</u>
Lavatories	Men	32	5
	Women	32	5
Water Closets	Men	15	3
	Women	63	10
Urinals	Men	48	7

- At each pair of public toilets on the concourse a custodial closet of approximately 50 sq. ft. will be provided with a janitor's floor sink with vacuum break, hose bib, mop rack and two 48" long x 12" deep shelves.

- Individual urinals shall be provided in men's toilets while women's toilets shall include stainless steel purse shelves above lavatories and a 25 cent coin operated sanitary napkin dispenser. All water closets will include prefinished floor mounted baked enamel metal toilet partitions with bulk roll toilet paper dispensers and in the women's water closets a sanitary napkin disposal bin will be provided. Polished stainless steel mirrors will be provided above individual and gang lavatories with a liquid soap dispenser next to each. Paper towel dispensers, trash receptacles will be included in each toilet as well. Remote outfield berm toilets will include diaper changing stations.
- At least one fully accessible water closet stall with grab bars, accessible urinal (men's toilets), and accessible lavatory with mirror shall be provided at each public toilet room. At public toilet rooms with 6 or more fixtures an alternate 36" wide accessible water closet for the physically disadvantaged shall be provided including grab bars. Men's public restrooms with 8 or more urinals shall include two accessible urinals for the physically disadvantaged and/or children. Mirrors at accessible lavatories shall also meet ADA requirements for the physically disadvantaged.
- Gang lavatories may be used in public restrooms with four or more fixtures.
- Public toilet room finishes shall include sealed concrete floors, 4" vinyl cove base, epoxy painted masonry block walls and painted exposed structure above.
- Large public concourse toilets shall have painted hollow metal 3'0"x7'0" entry and exit doors with all necessary hardware such as keyed cylinder locks, closers, push plates, kickplates and door stops.
- Smaller toilets shall have a single 3'-0" x 7'-0" painted Hollow Metal door with keyed cylinder locks, closer and push pull hardware. Single fixture toilet doors shall have keyed thumb turn latches.
- Public toilet rooms shall be equipped with vandal resistant wet location 30 foot candle general industrial fluorescent lighting with shatterproof lenses or sleeves, G.F.I. receptacle, overhead speakers, 1" key operated wash down hose bib, floor drains, cold water service and general exhaust ventilation.
- Care shall be taken in the approach to completely shutting down the public toilets during the off-season, especially winter.

### Family Toilets

Two separate family toilet rooms of approx. 50 sq. ft. each will be provided for assistance of the physically disadvantaged and other special needs such as parents with small children.

- Family toilets shall be equipped with a diaper changing station, an accessible water closet with grab bars and an accessible lavatory with a polished stainless steel mirror. A bulk roll toilet paper dispenser, recessed paper towel dispenser, liquid soap dispenser and 25 cent coin operated sanitary napkin dispenser shall also be included.
- Family toilet room finishes shall include sealed concrete floors, 4" vinyl cove base, epoxy painted masonry block walls and painted exposed structure above.

- Family toilets shall have painted Hollow Metal 3'0"x7'0" doors including all necessary hardware such as keyed thumb turn latch, lockset, closers, push/pulls, kickplates and door stops.
- Family toilet rooms shall be equipped with vandal resistant wet location 30 foot-candle general industrial fluorescent lighting with shatterproof sleeves, floor drain, cold water service and general exhaust ventilation.
- Care shall be taken in the approach to completely shutting down the family toilets during the off-season, especially winter.

### **Drinking Fountains**

A total of 13 non-refrigerated drinking fountains shall be included along the concourse and berm area dispersed in groups at each pair of public toilets. At each location one drinking fountain shall meet all ADA requirements for the physically disadvantaged.

On the suite/press level one stainless steel non-refrigerated drinking fountain will be located in the corridor at each pair of suite toilets. These drinking fountains shall meet all ADA requirements for the physically disadvantaged.

One stainless steel refrigerated drinking fountain shall be located in the administration area, preferably close to the administration toilets and this drinking fountain shall meet all the requirements of the ADA for the physically disadvantaged. A G.F.I. 110 volt wall outlet will also be provided at this fountain.

One stainless steel refrigerated drinking fountain shall be located in the maintenance area and the corridor outside the concession and stadium personnel locker rooms and this drinking fountain shall meet all the requirements of the ADA for the physically disadvantaged.

- Provided at each drinking fountain location will be cold water service and sanitary drain line.
- Care shall be taken in the approach to completely shutting down the drinking fountains during the off-season in unused areas.

### **Concession Stands**

It is intended that the concession stands will provide soft drinks, beer and a specialty menu of easily prepared or precooked food items such as hot dogs, nacho chips and polish sausages. Space in each stand has been allocated to allow a storage and food warming area which is intended to be separated from the serving area. Menus will be developed by the food service company.

The following shall reasonably describe the suggested concession requirements:

- Concession stands shall be located and appropriately distributed on the concourse level. Space for one serving station of approximately five linear feet shall be provided for each 250 spectators (Allow for 13,000 fixed seats plus 2,000 berm seats) Approximately 300 linear feet.
- A total of approximately 60 serving stations will be provided in increments of approximately 5'-0" each.
- Wall construction on the concourse side of the concession stands above 7 feet will accommodate concession signage and shall include openings with overhead painted steel coiling shutter doors and a full width stainless steel serving counter located at an accessible height for the physical disadvantaged.
- Each concession stand will accommodate a limited amount of food preparation, however much of the food preparation, will be accomplished in the commissary kitchen.
- Space for a stainless steel condiment counter shall be provided adjacent to each concession stand to hold relish, mustard, catsup, napkins, etc. (equipment to be supplied by others)
- Concession finishes shall include sealed concrete floors, 4" vinyl cove base, epoxy painted masonry block walls and 2'x4' vinyl faced suspended acoustical tile ceilings at 9'-0" A.F.F.
- Each stand will include one 3'-4" minimum width x 7'-0" painted hollow metal door to allow necessary access and deliveries. At each serving opening a maximum 20 foot wide painted steel overhead coiling shutter door will be provided that is crank operated. Doors shall include all necessary hardware such as locksets, closers, push/pulls, kickplates, door stops, weather stripping and thresholds.
- Each concession stand shall be provided with appropriate electrical power distribution panels and recessed wet condition minimum 70 f.c. general fluorescent lighting.
- Each stand includes a phone jack with conduit and pullstring, 1 1/2" cold water taps and 4" sanitary drain. In addition fly fan/air curtains will be installed the full width of front openings to meet local health code
- A 1" Gas service will be available in all cooking areas as needed.
- Care shall be taken in the approach to completely shutting down the concession stands during the off-season, especially winter.

### Commissary Kitchen and Storage

Approximately 900 net square feet will be allocated for the main commissary kitchen which will prepare most fried and long order food items. This kitchen will be designed to meet local health department requirements and will be adjacent to a general commissary storage area of approximately 2,600 net square feet.

- Finishes shall include sealed concrete floor, 4" vinyl cove base and epoxy painted masonry block walls. Ceilings in the kitchen area shall be 2'x4' vinyl faced acoustical tile at 9'-6" A.F.F. and in the storage area shall be painted exposed structure.
- Doors shall include 3'-0" x 7'-0" painted hollow metal single doors, pairs of doors and a minimum 8 foot by 8 foot painted steel power operated overhead coiling dock door. Doors shall include all necessary hardware such as locksets, closers, push/pulls, kickplates, door stops, vision lites where appropriate and weather stripping and thresholds on exterior doors.
- The commissary kitchen and storage shall be provided with electrical power distribution panels as required for the electrical load of the kitchen. Lighting for the general commissary storage areas shall be industrial fluorescent fixtures with shatterproof shields and a minimum of 20 foot candles and the kitchen shall have recessed wet condition minimum 70 f.c. general fluorescent lighting.
- The kitchen includes a phone jack with conduit and pullstring, ceiling speaker(s), 1 1/2" cold water taps, 4" sanitary drain and 1" gas service. At overhead coiling door openings Fly fan/air curtains will be installed the full width of openings to meet local health codes.
- General air conditioning, heating and exhaust shall be included as required including a separate thermostat.
- Care shall be taken in the approach to completely shutting down the commissary during the off-season, especially winter or running year round if required.

### Commissary Loading Area

A truck loading area shall be provided with direct access to the Commissary and promotional storage facilities. Space shall be visible from the concessionaire office and shall include a dock leveler for loading and unloading and direct access to the commissary storage area as well as the stadium freight elevator.

- This dock area shall be equipped with a minimum 8' x 8' power operated overhead coiling door as well as a 3'-0" x 7'-0" painted hollow metal man door with a vision lite and appropriate hardware.

### Concessionaire's Offices

A 550 net sq. ft. shell space for concessionaire's office area providing space for concessions manager, an assistant, a secretary, general storage and a money room provided near the commissary and the concession personnel locker rooms.

- Area layout, walls, ceilings, lighting, HVAC, electric, phones, and other finishes shall be provided by the concessionaire.
- Room finishes shall include concrete floors, masonry block walls and exposed structure above.
- Doors shall include 3'-0" x 7'-0" painted hollow metal doors. Doors shall include all necessary hardware such as locksets, closers, push/pulls, kickplates and door stops.
- The concessionaires office area shall be provided with an electrical power distribution panel.

### Concession Personnel Lockers and Toilets

- Locker rooms provided for 120 total concessions personnel. Allow separate locker rooms of approximately 200 square feet each for 60 men and 60 women with each having an adjoining dedicated accessible toilet.
- Concession personnel toilets shall be equipped with an accessible water closet with grab bars and an accessible lavatory with a polished stainless steel mirror with purse shelf. A bulk roll toilet paper dispenser, recessed paper towel dispenser, liquid soap dispenser and clothes hooks. A 25 cent coin operated sanitary napkin dispenser also will be provided in the women's toilets.
- Locker room finishes shall include sealed concrete floors, 4" vinyl cove base, painted masonry block walls and painted exposed structure above.
- Toilet room finishes shall include sealed concrete floors, 4" vinyl cove base, epoxy painted masonry block walls and painted exposed structure above.
- Doors shall be painted Hollow Metal 3'0"x7'0" doors including all necessary hardware such as keyed thumb turn latch, lockset, closers, push/pulls, kickplates and door stops.
- Locker and toilet rooms shall be equipped with vandal resistant 30 foot-candle wet location general industrial fluorescent lighting with shatterproof sleeves.
- General power 110 volt duplex wall outlets shall be provided as appropriate in the locker rooms and one 110 volt G.F.L duplex outlet shall be provided in each toilet.
- A floor drain and cold water service shall be provided in the toilets and exhaust shall be provided in both lockers and toilets with heat also provided in the toilets.
- Care shall be taken in the approach to completely shutting down the concession toilets and lockers during the off-season, especially winter.



## Vendors' Commissaries

Two vendor facilities for food distribution and storage shall be located on the main concourse and appropriately distributed. These commissaries shall be designed to provide service space for up to 40 vendors with 15 sq. ft. provided for each. Each vendors commissary shall contain approximately 300 net square feet or a total of 600 square feet.

- Finishes shall include sealed concrete floor, 4" vinyl cove base and epoxy painted masonry block walls. Ceilings shall be 2'x4' vinyl faced acoustical tile at 9'-0" A.F.F.
- Doors shall be bypass 3'4" minimum width x7'0" or a pair of 3'0"x7'0" painted hollow metal doors with all necessary hardware such as locksets, closers, push/pulls, kickplates, door stops, small vision lites and weather stripping and thresholds.
- The vending commissary shall be provided with general electrical power distribution panels as required for the electrical load. Lighting shall consist of recessed wet condition minimum 70 f.c. general fluorescent lighting. .
- Each vending commissary will include a phone jack, 1 1/2" cold water taps and 4" sanitary drain hookup.
- Fly fan/air curtains may be required at door openings to meet local health codes. General ventilation and exhaust shall also be included as required.
- Care shall be taken in the approach to completely shutting down the vending commissary during the off-season, especially winter.

## Novelty Store

The main novelty store facility will have direct access to both the concourse and parking so as to be open for business even during non-event times and shall be operational year round. Approximately 1,000 net square feet on one level will be provided for display area with an additional 150 sq. ft. for storage. Facility shall merchandise local and national sports souvenirs.

- Room finishes in novelty store shall include carpeted floors, 4" straight vinyl base, painted walls with solid insert slatwall for display, aluminum and insulated glass storefront and 2'x 4' suspended acoustical tile ceiling at 10'0" A.F.F.
- Room finishes in the storage room shall include sealed concrete floors, 4" vinyl cove base, painted walls and Painted fire rated gyp. bd. ceiling at 10'-0" A.F.F.

- Interior doors shall be 3'0"x7'0" solid core wood doors in painted hollow metal frames and exterior doors shall probably be set in pairs with each door a minimum 3'0"x7'0" "medium stile" aluminum and glass door in aluminum storefront system. Doors shall include all necessary hardware such as locksets, closers, push/pulls, kickplates, door stops, vision lites where appropriate, panic hardware and weather stripping and thresholds on exterior doors.
- The novelty store shall be provided with electrical power including 110 volt duplex outlets and phone jacks appropriately distributed throughout the space including the floor at the check out area.
- Lighting for the storage room shall be industrial fluorescent fixtures with wire shields and a minimum of 20 foot candles . Lighting for the store display area shall consist of recessed minimum 50 foot candle general fluorescent fixtures with additional track lighting to accent each display wall.
- General air conditioning and heating will be provided on a year round basis with a separate thermostat control. Closed circuit TV jacks with wall blocking to support TV mounting brackets and recessed ceiling speaker(s) also shall be provided.
- Furnishings shall include a lighted hard wired display case and check-out counter.

### Novelty Stand

In addition to the main novelty store, an additional approximately 240 Square Feet novelty stand will be provided and located on the concourse away from the main novelty store. Stand shall merchandise local and national sports souvenirs and shall have a roll-up shutter in front and slatwall display wall in back.

- Front counter shall be located at an accessible height for the physically disadvantaged.
- Room finishes in novelty stand shall include sealed concrete floor, 4" vinyl cove base, painted masonry block walls with solid insert slatwall for display on back and side wall, a stainless steel front counter and 2'x4' suspended vinyl faced acoustical tile ceiling at 9'-0" A.F.F.
- Doors shall include a 3'0"x7'0" hollow metal door in painted hollow metal frame and a painted steel crank operated overhead shutter door. Doors shall include all necessary hardware such as locksets, closer, pushplate, kickplate and door stop for hollow metal door.
- The novelty stand shall be provided with a phone jack and electrical power including 110 volt duplex outlets appropriately distributed throughout the space.
- Lighting for the stand shall consist of recessed minimum 50 foot candle general fluorescent fixtures with additional track lighting to accent the rear display wall.

### Novelty Cart Locations

Space and G.F.I. power will be provided near each outfield remote entry and near the outfield picnic areas for portable novelty carts. Cart shall be provided by the ball club.

### Promotional Storage

A separate day of game promotional storage area totaling approximately 450 net square feet will be provided on the concourse and one main promotional storage area of approximately 1,250 net Square Feet will be provided on the service level. Both promotional storage rooms shall be located close to the freight elevator.

- Finishes shall include sealed concrete floors, 4" vinyl cove base, painted masonry block walls and painted exposed structure above.
- Doors shall include 3'0"x7'0" painted hollow metal single doors and pairs of doors. Doors shall include all necessary hardware such as locksets, closers, push/pulls, kickplates, door stops and weather stripping and thresholds on exterior doors.
- Lighting for the promotional storage areas shall be industrial fluorescent fixtures with wire shields and a minimum of 20 foot candles. Storage rooms shall each contain a 110 volt duplex wall outlet.

### Public Telephones

Locations and conduit with pullstrings for 8 public telephones shall be provided on the concourse plus one each outside the stadium by the main ticket office and the center field ticket windows plus one in each of the clubhouses and maintenance area. Phones to be provided and installed by local phone company with at least one phone at each location accessible to the physically disadvantaged.

### Ticket Windows

At the Main Center Field entry, four exterior ticket windows will be provided with space allocated for six exterior ticket windows at the main ticket windows located adjacent to the ticket offices. Two windows for advanced ticket sales shall be conveniently located and accessible from within the stadium on the concourse. There shall be a total of 10 exterior windows and two concourse windows with each ticket window space allotted approximately 45 to 50 sq. ft. each.

- Room finishes in the main ticket windows adjacent to the offices shall include carpeted floors, 4" straight vinyl base, painted gyp. bd. walls, aluminum and security glass ticket windows with counter pass through and 2'x4' suspended acoustical tile ceiling at 8'6" A.F.F.
- Room finishes in the secondary center field ticket window room shall include sealed concrete floors, 4" vinyl cove base, painted masonry block walls, aluminum and security glass ticket windows with counter pass through and 2'x4' vinyl faced suspended acoustical tile ceilings at 8'6" A.F.F.

- Doors shall include a 3'0"x7'0" solid core wood door in a painted hollow metal frame between the main ticket windows room and the ticket offices with all other doors 3'0"x7'0" painted hollow metal doors in painted hollow metal frames. Doors shall include all necessary hardware such as locksets, closers, push/pulls, kickplates, door stops, vision lite in wood door, peek holes in hollow metal doors and weather stripping and thresholds on exterior doors.
- The ticket window spaces shall be provided with electrical power including 110 volt duplex wall outlets plus a continuous plug mold along the front wall below the counters. In addition one dedicated circuit will be provided at each ticket window and one telephone jack in each ticket room will be provided. Lighting shall be recessed fluorescent fixtures with a minimum of 50 foot candles. Each window shall be provided with a dedicated circuit, conduit connecting all windows for a phone line modem and a dedicated phone line for modem hookup with main ticket master system to allow for future hook up.
- General air conditioning and heating will be provided in all ticket spaces with the main ticket window space conditioned on a year round basis and the remote windows designed to be shut down in the off season. Each ticket window shall be equipped with a battery operated speak hole.
- Furnishings shall include an "L" shaped built-in work counter with a cash drawer at each ticket window, changeable letter panels visible to patrons standing in line to purchase tickets.

### Fan Accommodations

Provide approximately 75 square foot fan accommodations space with give away window located on the concourse preferably adjacent to the day of game promotional storage room and the Novelty Stand. space shall provide for lucky number giveaways, customer service and fan comments and complaints.

- Finishes shall include sealed concrete floors, 4" vinyl cove base, painted masonry block walls and painted exposed structure above.
- Door shall be a 3'0"x7'0" painted hollow metal door and frame and shall include all necessary hardware such as lockset, closer, pushplate, kickplates, door stop, weather stripping and threshold. In addition an approximately 4'x4' crank operated overhead painted steel shutter door shall be provided at the give away window and shutter door shall include all appropriate hardware.
- Fan accommodations shall be provided with electrical power including 110 volt duplex outlet appropriately distributed within the space along with one phone jack.
- Lighting shall be industrial fluorescent fixtures with a minimum of 30 foot-candles with special consideration given to completely shutting down the space during the off season.

## **Turnstiles**

There shall be space provided for twelve portable, reversible, registering turnstiles and space for ticket takers with hot dipped galvanized railings for crowd control provided. At least one accessible entry shall be provided at all entry locations. (turnstiles supplied by others)

## **Stadium Suites**

Twenty-seven luxury suites will be provided with enclosed lounge spaces and outdoor fixed seating. All outdoor seats shall be self rising stadium arm chairs with a minimum width of 21 inches. Of the 27 suites thirteen shall contain 8 fixed outdoor seats, eight shall contain 10 seats and six shall contain 12 fixed outdoor seats. In addition, there shall be a municipal suite containing 12 fixed outdoor seats and a Party Suite which is divided from the writing press by a movable partition containing 12 indoor seats. Party suite may be leased on a game by game basis with ability to serve overflow press needs. These suites shall be raised and separated from other seating areas. Each suite, except the party suite, shall include two rows of outdoor seating with seating treads a minimum of 36" deep.

The initial 27 suite design shall allow for easy expansion in the future up to 29 or more suites plus the party and Municipal suites. At one end of the suite row a party deck will be provided which will contain three rows of fixed outdoor seats similar to the suites. This deck will contain approximately thirty seats and deck may be converted to two 8 seat suites in the future.

- Suite finishes shall include bare concrete floors, no base, taped and sealed gyp. board walls, aluminum and butt glazed 1/2" laminated safety glass wall facing the playing field and 2'x 4' suspended acoustical tile ceilings at 8'6" to 9'0" A.F.F.
- Interior doors to the suite corridor shall be 3'0"x7'0" solid core wood doors in painted hollow metal frames and exterior doors to the suite seating shall be 3'0"x7'0" "medium stile" aluminum and 1/2" laminated safety glass door in aluminum storefront system. Doors shall include all necessary hardware such as locksets, closers, push/pulls, kickplates, door stops and weather stripping and thresholds on exterior doors.
- Suites shall be provided with electrical power including 110 volt duplex outlets appropriately distributed plus G.F.I. outlets located on the rear wall to provide power for an under counter refrigerator/ice maker and located above the countertop for general power. A Phone jack for mounting a wall phone shall also be provided.
- Lighting in the suites shall be recessed fluorescent fixtures or incandescent can light fixtures or a combination of both. The total minimum light level shall be 30 foot candles.
- General air conditioning and heating will be provided with a separate thermostat control in each suite. Suites also shall include cold water service and sanitary drain line for bar sinks.
- Closed circuit TV jacks with wall blocking to support TV mounting brackets and TV and recessed ceiling speaker with volume control also shall be provided (TV and bracket not included).

- Suite furnishings to include built-in back cabinet with (cold water only) wet bar and cut out for under counter combination refrigerator / ice maker (refrigerator / ice makers not included) and matching overhead wall cabinets. Along the front glazed suite wall a fixed 8" to 12" wide plastic laminate drink shelf shall be installed at a height designed to allow wheelchair access.

### Public Toilets for Suite Patrons

Separate public toilets for men and women suite patrons accessible to the physically disadvantaged and located off the suite corridor with one pair of toilets on each side of the field. At each pair of suite toilets a custodial closet of approximately 50 square feet will be provided with a janitor's floor sink with vacuum break, hose bib, mop rack and two 48" long x 12" deep shelves.

- Each women's suite toilet shall include three water closets and two lavatories and each men's suite toilet shall include one water closet, two urinals and two lavatories.
- Individual urinals shall be provided in men's suite toilets while women's suite toilets shall include stainless steel purse shelves above lavatories and a 25 cent coin operated sanitary napkin dispenser. All water closets will include baked enamel floor mounted metal toilet partitions with bulk roll toilet paper dispensers and in the women's water closets a sanitary napkin disposal bin will be provided. Large mirrors will be provided above lavatories with a liquid soap dispenser next to each lavatory. Paper towel dispensers, recessed trash receptacles and fixed or fold down diaper changing stations will be included in each suite toilet as well.
- At least one accessible water closet stall including grab bars and one accessible lavatory shall be provided at each suite toilet room. Mirrors at accessible lavatories shall also meet ADA requirements for the physically disadvantaged.
- Suite toilet finishes shall include ceramic tile floors and base, vinyl wall covering, plastic laminate lavatory counter and 2'x4' suspended acoustical tile ceilings at 8'6" A.F.F.
- Doors to the suite toilets shall be 3'0"x7'0" solid core wood doors in painted hollow metal frames and shall have privacy wall to prevent direct views into the toilets. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates and door stops.
- Each suite toilet shall be provided with a 110 volt G.F.I. duplex outlet located above the lavatory countertop for general power and a recessed ceiling mounted speaker.
- Lighting in the suite toilets shall be vandal resistant wet location recessed fluorescent fixtures and fluorescent light coves. The total minimum light level shall be 30 foot candles.
- General air conditioning, heating and exhaust will be provided along with cold and hot water service in mixing faucets in the lavatories and drain(s) in the floors.
- Care shall be taken in the approach to completely shutting down the public toilets during the off-season, especially winter.

### Suite Pantry Kitchen

Approximately 750 net square feet will be provided for the suite pantry kitchen which will prepare most fried and long order food items catered to the suites. This kitchen will be designed to meet local health department requirements and will be adjacent to the suite corridor and the freight elevator.

- Finishes shall include sealed concrete floor, 4" vinyl cove base, epoxy painted gyp. board walls and 2'x4' vinyl faced acoustical tile ceiling at 8'6". A.F.F.
- Doors shall be bypass 3'4" minimum x7'0" painted hollow metal doors. Doors set in jambs with offset door stops shall include all necessary hardware such as lockset, closer, pushplate, small vision lites, mid-height stainless steel kickplates and door stop.
- The pantry kitchen shall be provided with general electrical power distribution panels as required for the electrical load of the kitchen. Lighting shall be recessed wet condition fluorescent fixtures with shatterproof shields and a minimum of 70 foot candles.
- The pantry kitchen includes a wall mounted phone jack with conduit and pullstring, 1 1/2" cold water tap, 4" sanitary drain and 1" gas service.
- General air conditioning, heating and exhaust shall be included as required including a separate thermostat.
- Care shall be taken in the approach to completely shutting down the suite pantry kitchen during the off-season, especially winter.

### Suite Lounge

Two lounges of approximately 600 and 1,200 square feet each shall be provided adjacent to the suite corridor

- Suite lounge finishes shall include carpeted floor, 4" straight vinyl base, vinyl wallcovering on walls, aluminum curtain wall with insulated tinted glass and 2'x4' suspended acoustical tile ceilings at 10'- 0" to 12'- 0" A.F.F.
- Doors if needed shall be 3'0"x7'0" solid core wood doors in painted hollow metal frames. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates, door stops and vision lites.
- Suite lounge shall be provided with electrical power including 110 volt duplex outlets appropriately distributed.
- Lighting in the suite lounge shall be recessed fluorescent fixtures, incandescent can light fixtures or a combination of both. The total minimum light level shall be 30 foot candles.
- General air conditioning and heating will be provided with a separate thermostat control.

- Closed circuit TV jack(s) with wall blocking to support TV mounting brackets and TV and recessed ceiling speaker(s) with volume control also shall be provided (TV and bracket not included).

### Security Office

Provide office facility of approximately 150 square feet for the permanent stadium security force. Space can also serve as a command post for the game day security force with good access to police vehicle parking. Space allows for a future 30 to 35 square foot holding area. Security should be located adjacent to first-aid in an accessible area off the concourse. (Security may be combined with first-aid).

- Room finishes in office shall include vinyl tile floor, 4" vinyl cove base, painted walls and painted exposed structure above.
- Doors shall include 3'0"x7'0" painted hollow metal doors. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates, door stops, vision lites and weather stripping and threshold on exterior door.
- Security office shall be provided with electrical power including 110 volt duplex outlets appropriately distributed and a phone jack.
- Lighting shall be vandal proof fluorescent fixture providing a minimum 30 foot candle general industrial fluorescent fixtures with shatterproof lens.
- Security office shall be provided with general air conditioning and heating which can be either shut down during the off-season or provided on a year round basis with a separate thermostat control and a ceiling speaker with volume control in the office area.

### First Aid

A facility of approximately 140 square feet for first-aid treatment. First-aid office shall contain space for an EMT, space for a cot, a hand sink and an additional 40 to 50 Square foot accessible toilet room for the physically disadvantaged with lavatory and water closet (may use one of the family toilets). First-aid shall be located adjacent to security with direct access to ambulance parking provided. (First-aid may be combined with security).

- Room finishes in first-aid office shall include vinyl tile floor, 4" vinyl cove base, painted walls and exposed painted structure above.
- Room finishes in toilet shall include vinyl tile floor, 4" vinyl cove base, epoxy painted masonry block walls and painted exposed structure above.
- Doors shall include 3'0"x7'0" painted hollow metal doors. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates, door stops, vision lites where appropriate and weather stripping and threshold on exterior doors.



- First-aid office shall be provided with electrical power including 110 volt duplex outlets appropriately distributed and a phone jack plus a 110 volt G.F.I. outlet in the toilet.
- First-aid lighting shall be a vandal proof fluorescent fixture providing a minimum of 20 foot candles in the toilet and lighting for the first-aid office shall be recessed minimum 50 foot candle general industrial fluorescent fixtures with shatterproof lenses.
- First-aid office shall be provided with general air conditioning and heating which can be completely shut down during the off-season.
- Toilet shall be provided with an accessible water closet and an accessible lavatory with a mirror with purse shelf. A bulk roll toilet paper dispenser, recessed paper towel dispenser / trash receptacle, 25 cent sanitary napkin dispenser liquid soap dispenser, floor drain and clothes hook.
- Within the first-aid office a hand sink built into a plastic laminate base cabinet with hot and cold water service, recessed paper towel dispenser / trash receptacle and liquid soap dispenser shall be provided.
- Care should be given to completely shutting down space during the off-season and non-events (winterization).

### Sound Systems

A complete distributed sound system which may include a combination of directional and distributed speakers shall serve the entire stadium to include distributed speakers for concourses, lockers, offices, suites, toilets, and other spaces.

### Signage and Graphics

Provisions shall be included for signage and graphics for the stadium. The signage and graphics shall be coordinated to create a consistent system throughout the stadium. The following list identifies these items:

- Identification of stadium entrances, including ticket booths (with ticket price board) and special entrances.
- Signage within the stadium to indicate concourse levels, seating sections, seating aisles, seating rows and seat numbers.
- Identification of toilet rooms, first aid, security, team administration, fan accommodations, exits and other public facilities.
- Identification of concession and novelty facilities (may be lighted).
- Signage for the physically disadvantaged, including Braille signage and wheelchair access signage
- Stadium I.D. signage (may be lighted).
- Warning signage regarding foul balls and thrown bats.

- Does not include specific naming rights by an outside group, scoreboard, out-of-town scoreboard, marquee or advertising.

### Stadium Lighting

General illumination throughout the stadium (concourses, hallways, stairs and portals) is provided with lighting levels commensurate with activity of space. Emergency lighting capable of being shut off during non-event days will be provided as required by local and national building safety codes.

### Fire Protection

Fire protection equipment such as fire sprinklers, standpipes, etc., shall be provided as required by applicable building and safety codes. Care shall be taken to allow system to function year round in areas where heating and ventilation either do not exist or are shut down. Security and fire panels shall be located in or near administration area on the ground level with direct exterior access for the fire department.

All enclosed areas shall be sprinkled. Finished ceilings shall receive recessed painted whiteheads and enclosed areas with exposed structure above shall receive standard sprinkler heads and exposed piping. It is assumed based on similar outdoor stadiums that the concourse, seating bowl and other exterior areas shall not be sprinkled.

- An alarm system shall be included in the stadium as required and wired into the emergency power system.
- Care shall be taken in the approach to completely shutting down some areas of the stadium during the off-season, especially winter with all sprinkler systems remaining active.

### Elevators

Two passenger elevators shall serve the concourse, administration and press levels of the stadium and shall include a finished elevator lobby on each level. Passenger elevators shall be located at the stadium V.I.P. / Suite and Press entry. Passenger elevators shall be a hydraulic type with a cab size of (approximately) 5'-4" x 8'-5", 3,500 pound capacity and a travel speed of 200 F.P.M.

In addition, one hydraulic "hospital" type elevator shall serve all levels of the stadium with a 3,500 to 5,000 pound minimum capacity and a travel speed of 200 F.P.M. "Hospital" type elevator shall serve to move freight, food service, large delivery items, stadium personnel and the press.

- Elevator controls shall meet all ADA requirements,
- Elevator finishes shall include stainless steel doors and standard finish cab interiors with one set of freight pads provided for each. Elevators shall all have standard finish illuminated ceilings. Ceiling heights shall be 7'0" minimum in passenger elevators and 9'0" minimum in "hospital" type elevator.
- All elevators shall be provided with emergency power, emergency phone and a minimum of 20 foot candle lighting.
- Elevator shafts shall include all necessary structural support including spreader beams.

### Passenger Elevator Lobbies

A minimum of 200 square feet shall be provided in front of the elevators at each level served.

- Elevator lobby finishes shall include carpeted floors, 4" straight vinyl base, vinyl wallcovering on walls, aluminum curtain wall with insulated tinted glass at the exterior and 2'x 4' suspended acoustical tile ceilings at 8'-6" to 10'-0" A.F.F.
- Doors shall be 3'0"x7'0" single and or pairs of solid core wood doors in painted hollow metal frames into other interior spaces and medium stile aluminum and glass pairs of minimum 3'0" x7'0" exterior doors. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates, door stops, panic hardware and vision lites where appropriate.
- Lobbies shall be provided with electrical power including 110 volt duplex outlets appropriately distributed.
- Lighting in the lobbies shall be recessed fluorescent fixtures or incandescent can light fixtures or a combination of both. The total minimum light level shall be 30 foot candles.
- General air conditioning, heating and ventilation will be provided with the ability to operate on a year round basis (suite / press level lobby may be shut down during off season and will need special protection of plumbing and finishes).
- Recessed ceiling speakers also shall be provided in each elevator lobby

### Freight ("hospital" type) Elevator Lobby

A separate Freight elevator lobby shall be provided on the concourse and service level in front of the freight elevator. A minimum of 100 square feet will be provided on each level. Lobby shall be located close to the promotional storage, commissary and the commissary loading dock area.

- Finishes shall include sealed concrete floors, 4" vinyl cove base, painted masonry block walls and painted exposed structure above.
- Doors shall include 3'0"x7'0" painted hollow metal pairs of doors. Doors shall include all necessary hardware such as locksets, closers, push/pulls, kickplates and door stops.
- Lighting for the freight lobbies shall be industrial fluorescent fixtures with wire shields and a minimum of 20 foot candles. Space shall include a 110 volt duplex wall outlet and general heating and ventilation shall be provided to all levels with the ability to shut down the suite / press level during the off season.

## PRESS FACILITIES

### Press Box - Approximately 1,940 Net Square Feet (Including Party Suite)

Press box facilities accommodating the news media shall be located above the main concourse level and centered on the "home plate" axis. Press box shall be separated from the rest of the stadium by means of a separate private corridor with a controlled door(s) off of the suite corridor.

Shall include the following areas:

- Writing Press/Workroom/Lounge..... 400 sq. ft.
- Overflow Writing Press (Party Suite)..... 450 sq. ft.
- TV Broadcast Booth ..... 120 sq. ft.
- Radio Broadcast Booth ..... 2 @ 100 sq. ft. each
- Alt. Broadcast Booth..... 120 sq. ft.
- Public Address/Scoreboard/Message Board/Sound..... 250 sq. ft.
- Press Toilet..... 100 sq. ft. each
- Copy Room/Storage ..... 100 sq. ft.
- Equipment Room..... 100 sq. ft.
  
- Finishes in the broadcast, public address (P.A.) sound room, overflow press/party suite, writing press and press workroom lounge shall include carpeted floors, 4" straight vinyl base, painted walls, aluminum and 1/2" laminated safety operable single hung glass wall facing the playing field and 2'x4' suspended acoustical tile ceilings at 8'6" to 9'0" A.F.F.
  
- Finishes in the press corridor shall include carpeted floors, 4" straight vinyl base, painted gyp. board walls and 2'x4' suspended acoustical tile ceilings at 8'6" to 9'0" A.F.F.
  
- Finishes in the press copy/storage room and equipment room shall include sealed concrete floors, 4" vinyl cove base, painted gyp. board walls and 2'x4' suspended acoustical tile ceilings at 8'6" to 9'0" A.F.F.
  
- Interior doors in the press area shall be 3'0"x7'0" solid core wood doors in painted hollow metal frames. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates, door stops, vision panels where appropriate and sound seal stripping at broadcast booths.
  
- Press areas shall be provided with electrical power including 110 volt duplex outlets appropriately distributed plus Continuous plugmold under each work counter with 110 volt duplex outlets and phone jacks at 18" O.C. G.F.I. outlets shall be located on the rear wall of the press workroom / lounge to provide power for a refrigerator along with other G.F.I. outlets located above the lounge serving countertop for general power. In addition to the phone jacks in the plug mold a phone jack for mounting a wall phone shall also be provided in the press lounge/workroom and the copy room.

- Lighting in the press area shall be recessed fluorescent fixtures or incandescent can light fixtures or a combination of both. The total minimum light level shall be 30 to 50 foot candles.
- General air conditioning and heating will be provided throughout the press area. Press lounge also shall be provided with cold water service and sanitary drain line for bar sink and ice machine. (ice machine not included)
- Closed circuit TV jacks with wall blocking to support TV mounting brackets and TV shall be located in the writing press area and/or press lounge / workroom. Recessed ceiling speaker(s) with volume control also shall be provided (TV and bracket not included).
- Open-tray and/or enclosed conduit for TV cables shall be provided from all TV camera and broadcasting booth locations to the TV van parking location.
- Coat hooks, televisions, loose chairs, food service equipment, refrigerator, book lockers for writers and other loose fixtures are not included.
- Care shall be taken in the approach to completely shutting down the press area during the off-season, especially winter.

**Writing Press/Press Workroom and Lounge @ Approximately 400 sq. ft.  
Plus Similar 400 sq. ft. Party Suite/Overflow Press**

Stations for up to 10 writers (spread over two seating tiers), and the official scorer. Overall space shall be provided with the ability to expand the space with an operable partition allowing use of the party suite for an additional 10 writers.

- This area shall contain, built-in plastic laminate writing counters with cable drop holes, at 18" O.C. At least one writing press counter space on each side of the dividable partition shall be provided for a physically disadvantaged writer.
- Space will include 24" deep counters at the writing stations.
- Space adjacent to the writing press shall be provided for statisticians, document reproduction and telecopy equipment. In addition within the work room area, space will be provided for a buffet service.
- Press workroom / Lounge furnishings to include a built-in back cabinet with (cold water only) wet bar and cut out for refrigerator (refrigerator, ice maker and other equipment not included) and matching overhead cabinets located in the back of the press workroom / lounge.

**TV Broadcasting @ approximately 120 sq. ft. each**

One TV broadcasting booth with built-in 24" deep plastic laminate fold-down counter to allow optional camera operation. cable drop holes shall be provided at 18" O.C. in the front counter.

- An operable or removable clear front ball resistant window will be included to allow obstacle free TV angles (if removable, window shall include a safety line to prevent window from falling)

- TV networks shall be consulted regarding all aspects including booth, platforms, conduit, telephone and electrical requirements.

### Radio Broadcasting Booths @ approximately 100 sq. ft. each

Two radio broadcasting booths with built-in 24" deep plastic laminate counters with cable drop holes at 18" O.C. will be provided.

### Alternate Broadcasting/Camera Booth @ approximately 120 sq. ft.

One alternate broadcast booth will be provided for TV broadcasting when a second TV booth is required. Space shall also double as an extra radio broadcast booth or promotion booth.

- Booth shall be furnished with built-in 24" deep plastic laminate fold-down counter to allow optional camera operation. Cable drop holes shall be provided at 18" O.C. in the front counter.
- An operable or removable clear front ball resistant window will be included to allow obstacle free TV angles (if removable window shall include a safety line)

### Public Address Announcer/Scoreboard Operator/Message Center/Sound Room @ approximately 250 sq. ft.

This space for announcer, scoreboard operator, message board operating center, sound system controls and assistants will be located in the press box adjacent to the writing press and will include an operable window between the writing press space.

Space will contain controls required for a public address and sound system serving the stadium as well as the scoreboard and message center operations equipment.

- Space will contain built-in 33" deep plastic laminate counters containing cable drop holes at 18" O.C. for the public address system.
- Space shall be provided for wiring, control panels and other equipment required for operation of the scoreboard sound and message center equipment. Space will include a 30" deep built-in counter containing cable drops at 18" o.c. at the scoreboard message center and sound operators space.

### Press Toilets

Separate Men's and women's toilet facilities for the press shall be provided which are accessible to the physically disadvantaged and located off the press corridor.

- Women's press toilet shall include one water closet and one lavatory and men's press toilet shall include one water closet, one urinal and one lavatory.

- A urinal shall be provided in the men's press toilet while the women's press toilet shall include a 25 cent coin operated sanitary napkin dispenser. All water closets will include prefinished floor mounted baked enamel toilet partitions with bulk roll toilet paper dispensers and in the women's water closets a sanitary napkin disposal bin will be provided. A large mirror and stainless steel shelf will be provided above lavatories with a liquid soap dispenser next to lavatory and paper towel dispensers and recessed trash receptacles.
- At least one accessible water closet stall including grab bars and lavatory shall be provided in each press toilet. Mirrors at accessible lavatories shall also meet ADA requirements for the physically disadvantaged.
- Press toilet finishes shall include vinyl tile floors, 4" vinyl cove base, epoxy painted gyp. board walls, plastic laminate lavatory counter and 2'x4' suspended acoustical tile ceilings at 8'0" A.F.F.
- Doors to the press toilets shall be 3'0"x7'0" solid core wood doors in painted hollow metal frames and may have privacy wall to prevent direct views into the toilets. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates and door stops.
- Each press toilet shall be provided with a 110 volt G.F.I. duplex outlet located above the lavatory countertop for general power.
- Lighting in the press toilets shall be vandal resistant wet location recessed fluorescent fixtures and/or fluorescent light coves. The total minimum light level shall be 20 foot candles.
- General air conditioning, heating and exhaust will be provided along with cold and hot water service in mixing faucets in the lavatories and drains in the floors.
- Care shall be taken in the approach to completely shutting down the press toilets during the off-season, especially winter.

### TV/Still Camera Platforms

TV camera and photo cage locations shall be provided at the following locations: boxes at high third base, high first base and space for centerfield platform camera and TV / still photo cages at low first base and low third base outside each dugout.

An elevated TV camera / radar gun platform behind home plate located in the press box or on the roof of the press box shall also be provided.

Each camera location shall be provided with conduit or open cable tray to integrate with the press box and the TV truck location. Provide space for one or more TV cameras at each location.

- Each camera location shall be provided with at a minimum one 110 volt G.F.I. duplex outlet with weatherproof cover for general power.

**STADIUM & FRANCHISE MANAGEMENT FACILITIES (5,575 Net Square Feet with the ability to expand in the future)**

Team administration facilities accommodating the Indians administration and sales staff shall be located on and above the concourse level adjacent to the novelty store, the V.I.P. entry, the suite elevators and the staff / V.I.P. parking area. Administration areas shall be separated from the rest of the stadium by means of a controlled door off of the elevator lobby and/or concourse.

Finished administrative space for in-stadium executive offices for 20 to 30 staff as follows:

one conference room for approximately 20 persons .....	450 sq. ft.
one office for General Manager.....	250 sq. ft.
one office for Assistant General Manager .....	175 sq. ft.
one office for Business Manager.....	175 sq. ft.
nine general offices.....	125 sq. ft. ea.
four to six clerical positions.....	750 sq. ft. total
administration area waiting room.....	250 sq. ft.
reception area for administration offices.....	150 sq. ft.
lunch/break room.....	350 sq. ft.
men's and women's toilets.....	150 sq. ft. ea.
mail/storage room .....	250 sq. ft.
open ticket office for sales force.....	1,000 sq. ft.
marketing / sales director office.....	125 sq. ft.
fire resistant ticket storage room .....	75 sq. ft.
main ticket windows .....	250 sq. ft.
ticket office toilet .....	50 sq. ft.

(Furniture, equipment and cash safe are not included.)

- Finishes in the reception areas, private offices, clerical and conference room shall include carpeted floors, 4" straight vinyl base, painted walls except vinyl wallcovering shall be included in the G.M. Office reception area and conference room, aluminum curtain wall with insulated tinted glass on the exterior and 2'x4' suspended acoustical tile ceilings at 8'6" to 9'0" A.F.F.
- Finishes in the administration corridors and mail room shall include carpeted floors, 4" straight vinyl base, painted gyp. board walls and 2'x4' suspended acoustical tile ceilings at 8'6" to 9'0" A.F.F.
- Finishes in the storage rooms and lunch / break room shall include vinyl tile floor in lunch / break room and sealed concrete floors in the storage rooms, 4" vinyl cove base, painted gyp. board walls in the lunch room and storage rooms and 2'x4' suspended acoustical tile ceilings at 8'6" to 9'0" A.F.F.
- Interior doors in the administration areas shall be 3'0"x7'0" solid core wood doors in painted hollow metal frames. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates, door stops and vision panels where appropriate.



- Administration areas shall be provided with electrical power including 110 volt duplex outlets and phone jacks appropriately distributed. G.F.I. outlets shall be located on the rear wall of the lunch / break room to provide power for a refrigerator along with other G.F.I. outlets located above the lunchroom serving countertop for general power.
- Lighting in the administration area shall be recessed fluorescent fixtures or incandescent can light fixtures or a combination of both. The total minimum light levels shall be 50 foot candles in offices, conference room, clerical and reception areas, 20 foot candles in storage rooms and mail room, and 30 foot candles in the lunch / break room and the administration corridors. Lighting in the conference room shall include a dimmer switch.
- General air conditioning and heating will be provided throughout the administration area on a year round basis. The lunch / break room also shall be provided with cold and hot water service and sanitary drain line for the bar sink and an ice machine. (Refrigerator, ice machine and all other loose fixtures are not included).
- Closed circuit TV jacks shall be located in the general manager's office, the lunch room and the conference room. Recessed ceiling speaker(s) with volume control also shall be provided as needed. (TV not included.)

### Administration Toilets

Separate Men's and women's toilet facilities for the administration staff shall be provided which are accessible to the physically disadvantaged and located off the administration corridor.

In addition a single toilet in the marketing area on the concourse level will be provided.

- Each toilet shall include one water closet with grab bars and one lavatory with each being fully accessible to the physically disadvantaged.
- The women's administration toilet shall include a 25 cents sanitary napkin dispenser. A large mirror and stainless steel shelf will be provided above lavatories with a liquid soap dispenser next to lavatory. Paper towel dispensers, recessed trash receptacles, clothes hooks and bulk roll toilet paper dispensers shall also be provided in each toilet.
- Administration toilet finishes shall include ceramic tile floors and base, epoxy painted gyp. board walls, plastic laminate lavatory counter with base and epoxy painted gyp. board ceilings at 8'-0" A.F.F.
- Doors to the administration toilets shall be 3'0"x7'0" solid core wood doors in painted hollow metal frames. Doors shall include all necessary hardware such as privacy locksets, closers, pushplates, kickplates and door stops.
- Each administration toilet shall be provided with a 110 volt G.F.I. duplex outlet located above the lavatory countertop for general power.
- Lighting in the administration toilets shall be wet location recessed fluorescent fixtures and/or fluorescent light coves. The total minimum light level shall be 20 foot candles.

- General air conditioning, heating and exhaust will be provided on a year round basis along with cold and hot water service in mixing faucets in the lavatories and drains in the floors.

## TEAM FACILITIES

All team facilities shall be located below the main concourse on the service level and have direct access to dugouts and the playing field. Access will be provided to the team facilities to accommodate the arrival and departure of each team's equipment. At least one elevator ("hospital" type freight elevator) shall access this level as well as direct or ramped access to exterior grade.

### Home Baseball Clubhouse (Approximately 6,320 total Net Square Feet)

Space	Area
Locker Room .....	1,700 sq. ft.
Shower and toilet room.....	625 sq. ft.
Training room.....	700 sq. ft.
Coaches' locker room.....	220 sq. ft.
Video Room .....	225 sq. ft.
Laundry and equipment storage .....	820 sq. ft.
Weight training .....	820 sq. ft.
General storage (Near Dugout).....	100 sq. ft.
Manager's office and locker room .....	175 sq. ft.
Manager / coaches, shower and toilet.....	200 sq. ft.
Custodial .....	60 sq. ft.
Family waiting and toilet .....	400 sq. ft.
Team lounge / buffet with kitchenette.....	275 sq. ft.

Home team locker facilities accommodating the home team shall be located on the third base side of the service level. Home team locker room shall be separated from the rest of the stadium by means of a separate private corridor with controlled doors off of the service corridor.

The home team locker room toilet and shower area shall be shared with the auxiliary locker room by means of locking doors into each locker facility.

- Finishes in the home team locker room, training room, coaches locker room, weight training, manager's office, player's lounge and family waiting room shall be: spike proof carpeted floors, 4" straight vinyl base, epoxy painted masonry block walls and 2'x4' vinyl faced suspended acoustical tile ceilings at 8'6" to 9'6" A.F.F.
- Finishes in the home team shower and toilet, family waiting toilet, hydrotherapy space and coaches and manager's shower and toilet shall include: resinous floors with 4" resinous base, epoxy painted masonry block walls and epoxy painted gyp. board ceilings at 8'6" A.F.F.
- Finishes in the home team laundry / equipment storage room, general storage room and custodial room shall include: sealed concrete floors, 4" vinyl cove base, painted masonry block walls and painted exposed structure above

- Doors in the home team locker room area shall be minimum 3'0"x7'0" painted hollow metal doors in painted hollow metal frames. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates, door stops, vision panels where appropriate and on doors leading directly to the exterior weather stripping.
- Home team locker spaces shall be provided with general electric power including 110 volt duplex outlets appropriately distributed plus 110 volt duplex G.F.I. outlets located at each lavatory, the hydrotherapy space and as required at other wet areas. On the rear wall of the kitchenette in the lounge power for a refrigerator shall be provided along with other G.F.I. outlets located above the kitchenette serving countertop.
- Phone jacks in the home team manager's, coaches locker rooms and trainer's office shall be provided along with a phone jack for mounting a wall phone in the player's lounge. A pay phone jack shall be provided in the family waiting room.
- Lighting in the home team locker facility shall be recessed wet condition shielded fluorescent fixtures. The total minimum light levels shall be 20 foot candles in the storage rooms, 50 foot candles in the manager, coaches and trainers offices and lockers and 30 foot candles in all other spaces. Industrial fluorescent light fixtures with wire screens shall be used in spaces with painted exposed structure above.
- General air conditioning, heating and exhaust will be provided as required throughout the home team locker facility. Player lounge kitchenette, toilet / shower areas and hydrotherapy area shall all be provided with hot and cold water service and sanitary drains as required.
- Recessed ceiling speakers also shall be provided in the locker room and the player's lounge with volume controls. (TV not included).

### Locker room

Locker room shall include up to 33 wood lockers 30" x 30" each plus two "catcher's" Lockers 30" deep x 36" to 42" wide.

### Team shower and toilet room

Shower and toilet areas shall be shared by the home team and the auxiliary locker room by means of a pair of lockable doors at each end which access each locker room.

- Toilets shall include two water closets, four urinals and eight to ten lavatories with a continuous mirror above. One water closet and one lavatory shall be accessible to the physically disadvantaged including grab bars.
- In the shower room eight to ten shower heads will be provided with a soap dish at each location. Shower room will contain a continuous trench drain along the walls and a drying bench and towel bars shall be provided just outside the shower entry.

- Individual urinals shall be provided and all water closets will include floor mounted solid phenolic toilet partitions with bulk roll toilet paper dispensers. Lavatories shall be set in continuous plastic laminate counter with continuous matching shelf above and a liquid soap dispenser next to each lavatory. Paper towel dispensers and recessed trash receptacles shall also be included along with floor drains.

### Training room

Includes trainer's office of approximately 140 square feet and a separate enclosed whirlpool area of approximately 125 square feet.

- Whirlpool room shall include up to two whirlpools, a floor drain and an epoxy painted masonry block and aluminum and glass enclosure to contain humidity.
- In the training room space shall allow for two to four taping tables.
- Wall dividing the trainer's office and the training room shall contain a large painted hollow metal framed window for supervision.

### Coaches' Locker room

- Coaches locker room shall include four wood lockers 30" x 30" each.

### Laundry and Equipment Storage

- Laundry area shall include space for up to 2 industrial washing machines and 2 dryers with hot and cold water hookup, sanitary drain hookup gas and electric hookup including 220 volt outlet(s).
- A raised equipment pad for the laundry equipment shall be provided along with a trench drain in front of the equipment.
- Storage room shall include floor drain(s) and clothes rods for drip drying uniforms.

### General Storage

Space located off of the dugout tunnel to store game equipment.

### Weight training

- Weight training room shall provide space for weight and training equipment supplied by the ballclub.

### Manager's office and locker room

- Manager's locker room shall include one wood locker 30" x 30".

### Manager/Coaches' shower and toilet

- Toilets shall include one water closet, one urinal, two showers and two lavatories with a continuous mirror above. Water closet and one lavatory shall be accessible to the physically disadvantaged including grab bars.
- Shower and toilet area shall be shared by the manager and the coaches and shall be accessed by both spaces.
- Two fiberglass shower stalls shall be provided with one being accessible to the physically disadvantaged.
- Toilet room will contain a drying bench clothes hook and towel bars.
- All water closets will include floor mounted solid phenolic toilet partitions with bulk roll toilet paper dispensers.
- Lavatories shall be set in continuous plastic laminate counter with continuous matching shelf above and a liquid soap dispenser next to each lavatory. Paper towel dispensers and trash receptacles shall also be included along with a floor drain.

### Custodial

- Custodial space will contain a janitor's floor sink with vacuum break, hose bib, mop rack and two 4'0" long x 12" deep shelves.

### Family waiting room with adjacent handicap accessible toilet

- Toilet shall include one water closet and one lavatories with mirror above. Water closet and lavatory shall be accessible to the physically disadvantaged including grab bars.
- Toilet shall be directly accessed from the family waiting area.
- Paper towel dispenser and recessed trash receptacle shall also be included along with a floor drain.
- Toilet room will contain a 25 cent coin operated sanitary napkin dispenser and bulk roll toilet paper dispenser.
- Lavatory will include a stainless steel purse shelf and a liquid soap dispenser.

### Video Room

Room for up to four individuals to sit and view video for training and evaluation.

- Space shall include 110 volt wall outlets and a phone jack.

**Team Lounge/Buffer Including Kitchenette**

- Kitchenette shall include a base cabinet with matching wall cabinet above and a break in the base cabinet to accept a refrigerator. (Refrigerator not included.)
- Base cabinet shall include a bar sink with hot and cold water service.

**Visitor Clubhouse Approximately 2,960 Net Square Feet)**

Space	Area
Locker room .....	1,000 sq. ft.
Shower and toilet room.....	675 sq. ft.
Training room.....	500 sq. ft.
Coaches' locker room.....	160 sq. ft.
Laundry and equipment storage .....	280 sq. ft.
Manager's office and locker room.....	120 sq. ft.
Manager / coaches, shower and toilet.....	225 sq. ft.

Visiting team locker facilities accommodating the visiting team shall be located on the first base side of the service level. Visiting team locker room shall be separated from the rest of the stadium by means of a separate private corridor with controlled doors off of the service corridor.

- Finishes in the visiting team locker room, training room, coaches locker room and manager's office shall be: spike proof carpeted floors, 4" straight vinyl base, epoxy painted masonry block walls and 2'x4' vinyl faced suspended acoustical tile ceilings at 8'6" to 9'6" A.F.F.
- Finishes in the visiting team shower and toilet, hydrotherapy space and coaches and manager's shower and toilet shall include: resinous floors with 4" resinous base, epoxy painted masonry block walls and epoxy painted gyp. board ceilings at 8'6" A.F.F.
- Finishes in the visiting team laundry / equipment storage room shall include: sealed concrete floors, 4" vinyl cove base, painted masonry block walls and painted exposed structure above
- Doors in the visiting team locker room area shall be minimum 3'0"x7'0" painted hollow metal doors in painted hollow metal frames. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates, door stops, vision panels where appropriate and on doors leading directly to the exterior weather stripping.
- Visiting team locker spaces shall be provided with general electric power including 110 volt duplex outlets appropriately distributed plus 110 volt duplex G.F.I. outlets located at each lavatory, the hydrotherapy space and as required at other wet areas.
- Phone jacks in the visiting team manager's and coaches locker rooms shall be provided along with a phone jack for mounting a wall phone in the training room.

- Lighting in the visiting team locker facility shall be recessed wet condition shielded fluorescent fixtures. The total minimum light levels shall be 20 foot candles in the storage rooms, 50 foot candles in the manager and coaches lockers and 30 foot candles in all other spaces. Industrial fluorescent light fixtures with wire cages shall be used in spaces with painted exposed structure above.
- General air conditioning, heating and exhaust will be provided as required throughout the visiting team locker facility. Team and manager / coaches toilet / shower areas and hydrotherapy area shall all be provided with hot and cold water service and sanitary drains as required.
- Closed circuit TV jack with wall blocking to support TV mounting bracket and TV shall be located in the visiting team locker room. Conduits for television shall be provided back to the main television terminal board. Recessed ceiling speaker(s) also shall be provided in the locker room with volume control. (TV and bracket not included).

### Locker room

- Locker room shall include 28 wood lockers 30" x 30" each plus two "catcher's" Lockers 30" deep x 36" to 42" wide.

### Shower and toilet room

- Toilets shall include two water closets, two to four urinals and seven to eight lavatories with a continuous mirror above. One water closet and one lavatory shall be accessible to the physically disadvantaged including grab bars.
- In the shower room eight shower heads will be provided with a soap dish at each location. Shower room will contain a continuous trench drain along the walls and a drying bench, robe hooks and towel bars shall be provided just outside the shower entry.
- Individual urinals shall be provided and all water closets will include floor mounted solid phenolic toilet partitions with bulk roll toilet paper dispensers. Lavatories shall be set in continuous plastic laminate counter with continuous matching shelf above and a liquid soap dispenser next to each lavatory. Paper towel dispensers and trash receptacles shall also be included along with floor drains.

### Training room

Includes space for trainer's desk and a separate enclosed whirlpool area of approximately 100 square feet.

- Whirlpool room shall include space for up to two whirlpools, a floor drain and an epoxy painted masonry block and aluminum and glass enclosure to contain humidity.
- In the training room space shall allow for two to four taping tables.

### Coaches' Locker room

- Coaches locker room shall include four wood lockers 30" x 30" each.

### Laundry and Equipment Storage

- Laundry area shall include space for up to 2 industrial washing machines and 2 dryers with hot and cold water hookup, sanitary drain hookup gas and electric hookup.
- A raised equipment pad for the laundry equipment shall be provided along with a trench drain in front of the equipment.
- Storage room shall include floor drain(s) and clothes rods for drip drying uniforms.

### Manager's office and locker room

- Manager's locker room shall include one wood locker 30" x 30".

### Manager / Coaches' shower and toilet

Shower and toilet area shall be shared by the manager and the coaches and shall be accessed by both spaces.

- Toilets shall include one water closet, one urinal, two showers and two lavatories with a continuous mirror above. Water closet and one lavatory shall be accessible to the physically disadvantaged including grab bars.
- Two fiberglass shower stalls shall be provided with one being accessible to the physically disadvantaged.
- Toilet room will contain a drying bench clothes hook and towel bars.
- All water closets will include floor mounted solid phenolic toilet partitions with bulk roll toilet paper dispensers.
- Lavatories shall be set in continuous plastic laminate counter with continuous matching shelf above and a liquid soap dispenser next to each lavatory. Paper towel dispensers and recessed trash receptacles shall also be included along with a floor drain.

### Officials locker facility (approximately 440 Net Square Feet)

Officials locker facilities accommodating the umpires shall be located on the service level and shall be separated from the team locker rooms to the greatest extent possible. Officials locker room shall have direct access to the dugout tunnels via the service corridor.



### Officials Locker

Officials locker room shall include locker room space for four wood lockers 36" wide x 30" deep, and shall be adjacent to the shower / toilet area.

- Finishes in the officials locker room shall be: spike proof carpeted floor, 4" straight vinyl base, epoxy painted masonry block walls and 2'x4' vinyl faced suspended acoustical tile ceilings at 9'-0" A.F.F.
- Officials locker room shall include a 20" to 24" deep plastic laminate mud shelf for baseball preparation prior to each game. Shelf shall be approximately 4'0" wide.
- Door into the officials locker room shall be 3'0"x7'0" painted hollow metal door in a painted hollow metal frame. Door shall include all necessary hardware such as lockset, closer, pushplate, kickplates and door stop.
- Officials locker room shall be provided with general electric power including 110 volt duplex outlets appropriately distributed including a 110 volt duplex outlet above the mud shelf.
- A phone jack for mounting a wall phone in the locker area shall be provided along with conduit and a pull string.
- Lighting in the officials locker room shall be recessed wet condition shielded fluorescent fixtures. The total minimum light level shall be 30 foot candles in the locker area.
- General air conditioning, heating and exhaust will be provided as required.
- A recessed ceiling speaker shall be provided in the officials locker room with volume control.
- Space shall be air conditioned and heated for year round use, but care shall be given to allow complete shutdown during the off-season and during periods of non use, if desired.

### Officials' Shower and Toilet

- Toilets shall include one water closet, one urinal and two lavatories with a continuous mirror above. Water closet and one lavatory shall be accessible to the physically disadvantaged including grab bars.
- Two fiberglass shower stalls shall be provided with one being accessible to the physically disadvantaged.
- Toilet room will contain a drying bench clothes hook and towel bars.
- All water closets will include floor mounted solid phenolic toilet partitions with bulk roll toilet paper dispensers.

- Lavatories shall be set in continuous plastic laminate counter with continuous matching shelf above and a liquid soap dispenser next to each lavatory. Paper towel dispensers and trash receptacles shall also be included along with a floor drain.
- Finishes in the officials shower and toilet shall include: resinous floor with 4" resinous base, epoxy painted masonry block walls and epoxy painted gyp. board ceilings at 8'6" A.F.F.
- Toilet / shower room shall be provided with 110 volt duplex G.F.I. outlets located at each lavatory.
- Lighting in the toilet / shower area shall be recessed wet condition shielded fluorescent fixtures. The total minimum light levels shall be 20 foot candles in the toilet and shower area.
- General air conditioning, heating and exhaust will be provided as required and toilet and shower area shall be provided with hot and cold water service and sanitary drains as required.
- Space shall be air conditioned and heated for year round use, but care shall be given to allow complete shutdown during the off-season and during periods of non use, if desired.

#### Auxiliary Locker (approximately 625 Net Square Feet)

Auxiliary locker room shall include 30 metal lockers 18" wide x 24" deep, and shall be adjacent to the home team shower / toilet area.

The shower and toilet room serving the auxiliary locker room will be shared with the home team locker room through the use of pairs of doors to close off access. See home team locker room wet area description above.

- Finishes in the auxiliary locker room shall be: spike proof carpeted floor, 4" straight vinyl base, epoxy painted masonry block walls and 2'x4' vinyl faced suspended acoustical tile ceilings at 8'6" to 9'6" A.F.F.
- Doors into the auxiliary locker room shall be 3'0"x7'0" painted hollow metal doors either single or in pairs in painted hollow metal frames. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates and door stops.
- Auxiliary locker room shall be provided with general electric power including 110 volt duplex outlets appropriately distributed.
- A phone jack for mounting a wall phone in the locker area shall be provided along with conduit and a pull string.
- Lighting in the auxiliary locker room shall be recessed wet condition shielded fluorescent fixtures. The total minimum light level shall be 30 foot candles.

- General air conditioning, heating and exhaust will be provided as required.
- A recessed ceiling speaker shall be provided in the auxiliary locker room with a volume control.
- Space shall be air conditioned and heated for year round use, but care shall be given to allow complete shutdown during the off-season and during periods of non use, if desired.

### Two Star/Alternate Event Dressing Rooms (280 and 300 Net Square Feet each)

Two Star dressing rooms with toilets and showers shall be located adjacent to the auxiliary locker room to allow "tandem" functions as coaches and managers lockers for other teams such as high school and college baseball teams using the auxiliary locker room. Each star dressing room shall include a dressing area and a shower/toilet area as outlined below.

### Star Dressing area (approximately 180 and 200 Net Square Feet each)

The large star dressing room shall include three wood lockers 30" wide x 30" deep and the small shall include at least one wood locker of the same size. Dressing area shall be adjacent to the shower / toilet area.

- Finishes in the star dressing rooms shall be: spike proof carpeted floor, 4" straight vinyl base, epoxy painted masonry block walls and 2'x4' vinyl faced suspended acoustical tile ceilings at 8'6" A.F.F.
- Star dressing rooms shall include a 20" to 24" deep plastic laminate lavatory counter with lavatory and large mirror above with make-up lighting. Lavatory shall be a minimum of 4'0" wide and a liquid soap dispenser may be located next to the lavatories.
- Star dressing rooms shall include a robe hook and a towel bar located next to the lavatories.
- Doors in the star dressing rooms shall be 3'0"x7'0" painted hollow metal doors in a painted hollow metal frames. Doors shall include all necessary hardware such as locksets, closers, pushplates, kickplates and door stops.
- The star dressing room shall be provided with general electric power including 110 volt duplex outlets appropriately distributed and a 110 volt G.F.I. duplex outlet above the lavatory counter.
- A phone jack for mounting a wall phone in each dressing room shall be provided along with conduit and a pull string.
- Lighting in the dressing rooms shall be recessed wet condition shielded fluorescent fixtures with a total minimum light level of 30 foot candles. In addition make-up lighting shall be provided at the vanity counter to provide a minimum of 50 foot candle incandescent light at a point approximately 24" above the countertop.
- General air conditioning, heating and exhaust will be provided as required and lavatory shall be provided with hot and cold water service and sanitary drain.

- Care shall be given to allow complete shutdown during the off-season and during periods of non use, is desired.

**Star Dressing Room Shower and Toilet (approximately 100 Net Square Feet Each)**

- Toilets shall include one water closet and one fiberglass shower stall that shall both be accessible to the physically disadvantaged including grab bars.
- Toilet / shower room will contain a drying bench clothes hook and towel bars.
- Water closet will include grab bars and a bulk roll toilet paper dispenser.
- Finishes in the star shower and toilet shall include: resinous floor with 4" resinous base, epoxy painted masonry block walls and epoxy painted gyp. board ceilings at 8'6" A.F.F.
- Toilet / shower room shall be provided with a 110 volt duplex G.F.I. outlet .
- Lighting in the toilet / shower area shall be recessed wet condition shielded fluorescent fixtures and total minimum light levels shall be 20 foot candles.
- General air conditioning, heating and exhaust will be provided and toilet and shower area shall be provided with hot and cold water service, floor drain and sanitary drains as required.
- Space shall be air conditioned and heated for year round use, but care shall be given to allow complete shutdown during the off-season and during periods of non use, if desired.

**Batting Tunnels (Approximately 3,200 Net Square Feet total for both tunnels)**

Two lighted batting / pitching tunnels shall be provided on the service level but slightly sunken to provide a minimum clear ceiling height of 15 feet. Tunnels to have access to both home team and visiting team clubhouses. Each tunnel shall have two home plates and two pitching mounds in tandem to allow both pitching machine and pitcher to use without change over.

- Finishes in the batting tunnel shall be: artificial turf floor surface with regulation painted home plate and batter's box and recessed floor surface to accept regulation field mix pitchers mound. Walls shall be exposed concrete and masonry block with end walls painted dark and painted exposed structure above.
- At access point(s) into the batting tunnel 3'-4" minimum width stairs shall be provided with hot dipped galvanized metal tube handrails.
- Batting tunnel furnishings to include a bat and helmet rack, appropriate netting and space provided for a wall mounted water jug to be supplied and installed by the team.

- Door(s) into the batting tunnel shall be 3'4" minimum x7'0" painted hollow metal in painted hollow metal frame(s). Door(s) shall include all necessary hardware such as locksets, closers, pushplates, kickplates, vision lite panels and door stops.
- Batting tunnel shall be provided with general electric power including 110 volt duplex outlets to power pitching machines and other power as appropriate.
- A phone jack for mounting a wall phone shall be provided along with conduit and a pull string located at the batter's end.
- Lighting in the batting tunnel shall be provided by metal halide fixtures producing a minimum light level of 100 foot candles.
- General ventilation, heating with fin tube or radiant heat and exhaust will be provided as required.
- A floor drain will be provided in each recessed floor area along with a 1" hose bib.
- A surface mounted ceiling speaker shall be provided in the batting tunnel with a volume control.
- Space shall be ventilated and heated for year round use, but care shall be given to allow complete shutdown during the off-season and during periods of non use, if desired.

**Total Team Facilities**

**Approximately 14,120 Net Sq. Ft.**

## **STADIUM SERVICE FACILITIES**

The stadium service facilities shall be located within the stadium on the service level as appropriate.

### **Stadium Personnel Facility**

Provide a secured office area at the employee entrance with adjacent personnel lockers and laundry facility. Office shall include space in the adjoining entry hallway for a time clock and bulletin board which will be supplied by the team.

### **Stadium Personnel Office (Approximately 200 square feet)**

- Office finishes shall include vinyl tile floor, 4" vinyl cove base, painted masonry block walls and suspended 2'x4' acoustical tile ceiling at 8'6" A.F.F.
- Door shall be painted Hollow Metal 3'0"x7'0" door with vision lite including all necessary hardware such as keyed thumb turn latch, lockset, closers, pushplate, kickplates and door stop.
- Lighting shall be recessed 50 foot-candle general fluorescent lighting.
- General power 110 volt duplex wall outlets shall be provided as appropriate.

- Personnel office shall be equipped with a phone jack and conduit with pull string.
- General air conditioning and heating shall be provided in the office.
- Care shall be taken in the approach to completely shutting down the office during the off-season, especially winter.

#### **Stadium General Storage (Approximately 125 Square Feet)**

- Storage room finishes shall include sealed concrete floors, masonry block walls and painted exposed structure above.
- Door shall be painted Hollow Metal minimum 3'0"x7'0" door including all necessary hardware such as keyed cylinder latch, lockset, closers, pushplate, kickplates and door stop.
- Storage room shall be equipped with recessed vandal resistant 30 foot-candle wet location general industrial fluorescent lighting with shatterproof sleeves.
- General power shall be provided in the storage room including one 110 volt G.F.I. duplex outlet.
- A floor drain shall be provided along with general heating and exhaust.

#### **Stadium Personnel Lockers and Toilets (Approximately 275 sq. ft. each)**

- Locker rooms provided for 120 total stadium personnel. Allow separate locker rooms of approximately 200 square feet each for 60 men and 60 women with each having an adjoining dedicated accessible toilet of approximately 60 square feet each.
- Stadium personnel toilets shall be equipped with an accessible water closet and an accessible lavatory with a polished stainless steel mirror with purse shelf. A bulk roll toilet paper dispenser, recessed paper towel dispenser / trash receptacle, liquid soap dispenser and clothes hooks will also be provided. A 25 cent coin operated sanitary napkin dispenser also will be provided in the women's toilets.
- Locker and toilet room finishes shall include sealed concrete floors, 4" vinyl cove base, epoxy painted masonry block walls and painted exposed structure above.
- Each locker room shall be provided with 60 12 inch x 12 inch x 12 inch prefinished metal lockers for storing personnel valuables.
- Doors shall be painted Hollow Metal 3'0"x7'0" doors including all necessary hardware such as keyed thumb turn latch, lockset, closers, push/pulls, kickplates and door stops.
- Locker and toilet rooms shall be equipped with vandal resistant 30 foot-candle wet location general industrial fluorescent lighting with shatterproof sleeves.

- General power 110 volt duplex wall outlets shall be provided as appropriate in the locker rooms and one 110 volt G.F.I. duplex outlet shall be provided in each toilet above the lavatory.
- A floor drain and cold and hot water service shall be provided in each toilet.
- General ventilation, heating and exhaust shall be provided in both lockers and toilets.
- Care shall be taken in the approach to completely shutting down the locker toilets during the off-season, especially winter.

### **Stadium Maintenance Shop and Storage (Approximately 2,400 Square Feet)**

Stadium maintenance area will be provided for general maintenance of the stadium and for general storage.

- Maintenance area shall be adjacent to maintenance office.
- Maintenance area will include a hand sink with mirror, purse shelf, paper towel dispenser and liquid soap dispenser. As well as an industrial wash sink molded of resin to allow chemical cleaning and equipped with a strainer.
- Stadium Maintenance finishes shall include sealed concrete floors, and painted exposed structure above.
- Doors shall be painted Hollow Metal Minimum 3'0"x7'0" doors including all necessary hardware such as keyed thumb turn latch, lockset, closers, pushplates, kickplates, vision panels where appropriate and door stops. In addition a powered painted steel coiling overhead door approximately 8'0"x8'0" will be provided for large deliveries.
- Entire area shall be equipped with vandal resistant 30 foot-candle wet location general industrial fluorescent lighting with shatterproof sleeves.
- General power 110 volt duplex wall outlets shall be provided as appropriate throughout the maintenance area and one 110 volt G.F.I. duplex outlet shall be provided at the hand sink.
- Floor drain(s) shall be provided in the maintenance area and cold and hot water service shall be provided at the hand and wash sinks.
- General ventilation, heating and exhaust shall be provided with care taken in the approach to completely shutting down the maintenance area during the off season if desired.

### **Maintenance Offices (approximately 250 total Square Feet).**

Offices for stadium and field maintenance supervisors with adjacent toilet facilities and shower space. Offices should be provided adjacent to or within the maintenance areas with each office allotted 125 square feet.

- Office finishes shall include carpeted floor, 4" straight vinyl base, painted masonry block walls and suspended 2'x4' acoustical tile ceilings at 8'6" A.F.F.
- Doors shall be painted Hollow Metal 3'0"x7'0" doors with vision lites including all necessary hardware such as keyed thumb turn latches, locksets, closers, pushplates, kickplates and door stops.
- Each office will be provided with a painted hollow metal framed window to view the adjacent shop area and in the stadium maintenance office a window will be provided to view the dock area.
- Lighting shall be recessed 50 foot-candle general fluorescent lighting.
- General power 110 volt duplex wall outlets shall be provided as appropriate.
- Each office will be provided with a phone jack with conduit and pull string.
- General air conditioning and heating shall be provided in the offices.
- Care shall be taken in the approach to completely shutting down the offices during the off-season if desired, especially winter.

### **Maintenance Personnel Lockers and Toilets (Approximately 300 Square Feet)**

Locker room adjacent to field maintenance area provided for 7 total maintenance personnel adjoining dedicated accessible toilet and shower area.

- Maintenance personnel toilets shall be equipped with an accessible water closet with a baked enamel floor mounted toilet partition, two fiberglass shower enclosures and two accessible lavatories with polished stainless steel mirrors with purse shelves. A bulk roll toilet paper dispenser, recessed paper towel dispenser / trash receptacle, liquid soap dispenser, clothes hooks and towel bars also will be provided.
- Locker room and toilet finishes shall include sealed concrete floors, 4" vinyl cove base, epoxy painted masonry block walls and painted exposed structure above.
- Locker / toilet room shall be provided with seven 12 inch x 12 inch x 54 inch minimum height prefinished metal lockers for storing maintenance personnel clothes and valuables.
- Doors shall be painted Hollow Metal 3'0"x7'0" doors including all necessary hardware such as keyed thumb turn latch, lockset, closers, pushplates, kickplates and door stops.



- Locker and toilet room shall be equipped with vandal resistant 30 foot-candle wet location general industrial fluorescent lighting with shatterproof sleeves.
- General power 110 volt G.F.I. duplex outlets shall be provided at each lavatory.
- Floor drains and cold and hot water service shall be provided.
- General ventilation, heating and exhaust shall be provided in both the locker room and shower / toilet areas.
- Care shall be taken in the approach to completely shutting down the locker room and shower / toilet area during the off-season if desired, especially winter.

### **Field Maintenance Shop and Storage (Approximately 1750 Square Feet)**

Field maintenance area of approximately 1,050 square feet will be provided for general maintenance of the playing field and for general storage of field maintenance equipment and supplies required for maintenance of the playing field. This area should provide direct access to the playing field or the field access tunnel as well as the exterior of the stadium (for material deliveries). An additional 700 square feet will be provided to house 3 material storage bins for storage of field materials

- Maintenance area shall be adjacent to maintenance office and locker / toilet facility.
- Field maintenance finishes shall include sealed concrete floors, and painted exposed structure above.
- Doors shall be painted Hollow Metal Minimum 3'0"x7'0" doors including all necessary hardware such as keyed thumb turn latch, lockset, closers, pushplates, kickplates, vision panels where appropriate and door stops. In addition a minimum of one powered painted steel coiling overhead door approximately 8'0"x8'0" will be provided for equipment.
- Entire area shall be equipped with vandal resistant 30 foot-candle wet location general industrial fluorescent lighting with shatterproof sleeves.
- General power 110 volt duplex wall outlets shall be provided as appropriate throughout the maintenance area and one 110 volt G.F.I. duplex outlet shall be provided at the hand sink.
- Floor drains shall be provided in the maintenance area and cold and hot water service shall be provided at the hand sink.
- If required by local codes an oil separator shall also be provided in the floor
- General ventilation, heating and exhaust shall be provided with care taken in the approach to completely shutting down the maintenance area during the off season if desired.

### Maintenance Loading Area

A truck loading area shall be provided with direct access to the maintenance facilities. Space shall be visible from the stadium maintenance office.

- This dock area shall be equipped with a minimum 8'x8' power operated overhead coiling door as well as a painted hollow metal man door with a vision lite and appropriate hardware.

### Refuse Collection Facilities

Outdoor space for trash compactor and trash bin will be located at exterior of stadium and screened from public view. Concrete pads shall be provided to accommodate the trash compactor and bins.

- Exterior trash area(s) shall include space as appropriate to allow for future recycling programs as well as provide adequate ventilation to reduce odors. Trash bins shall be located to allow quick pick-up and drop-off of bins and adequate security.
- Facilities should be provided for wash down of bins with at least one 1" freeze-proof hose bib provided.
- Designated spaces for large attractive trash receptacles shall be provided on the concourse and the outfield walkway as appropriate, as well as in each large public toilet.
- General 20 foot candle lighting shall be provided and area shall include adequate power as required to operate trash compactor.

### Trash room(s) and Trash chute Approximately 140 square feet per floor

Trash room with standard trash chute for vertical removal of trash from the concourse and possibly the press / suite level shall be adjacent to the trash compactor and located with direct access off the concourse.

- Trash room finishes shall include sealed concrete floors, no base, epoxy painted masonry block walls and painted exposed structure above.
- Doors shall be painted Hollow Metal Minimum 3'-8" x 7'0" doors including all necessary hardware such as keyed locksets, closers, pushplates, kickplates and door stops.
- Trash room(s) shall be equipped with 10 foot candle wet location general industrial lighting.
- General power one 110 volt G.F.I. duplex outlet shall be provided at each trash room.

- Trash room(s) shall be equipped with a standard trash chute with sprinkler head.
- Floor drains with strainer shall be provided in the floor of each trash room(s) along with a 1" freeze proof hose bib in each for wash down.
- General exhaust shall be provided to prevent odors.

### Multipurpose Equipment Storage (Approximately 1,250 sq. ft.)

Provide outdoor storage space for staging equipment batting cage and portable stage. This area must provide access to the field as well as the street and may be located directly off of the field access tunnel.

- Space may be covered and should include general lighting of a minimum of 20 foot candles with 110 volt G.F.I. outlets as required to provide power.
- Area should include a concrete pad in lieu of asphalt for maintenance purposes.

### Miscellaneous Equipment

Space for mechanical, electrical, sound and telephone equipment shall be provided, as required, throughout the stadium as well as access and power for this equipment.

- Main electrical service entrance room: adjacent to exterior transformers and emergency generator. ± 360 sq. ft.
- Main mechanical room to house water heaters, boilers, chilled and heating water pumps: Preferred location midway along first base side on service level adjacent to exterior wall. ± 400 sq. ft.
- Service Level Air Handling Room: Preferred location midway along first base side on exterior wall. 200 sq. ft. could share with main mechanical room. ± 600 sq. ft.
- Two remote satellite electrical rooms at 100 sq. ft. each located on concourse. ± 200 sq. ft.
- Air Handling Room on concourse for service to store, ticket office, and Administration Area. ± 250 sq. ft.
- Satellite electrical room on suite/press level centrally located to plan. ± 100 sq. ft.
- Optional Air Handling Room for service to press and suite support areas, lounge, etc. (Could be several fan coil units instead). ± 400 sq. ft.
- Space for the ticker tape antennas and the satellite dish(s) shall be provided in inconspicuous locations on the roof.
- Each phone jack shall include conduit and pull string to accommodate phone system by others.

## **TV Van Parking**

Parking for TV vans shall be provided adjacent to the stadium as close to the press box facilities as feasible. Area shall allow space for two semi-tractor trailer units.

- Adjacent electrical and telephone terminal cabinets and cable access shall be provided.

## **Parking**

V.I.P. parking for the press, suite patrons, administrative staff and players shall be provided adjacent to the stadium with a total capacity of 200 to 250 parking spaces.

- Parking lot(s) shall include an adequate percentage of ADA compliant spaces for the physically disadvantaged.
- Parking lot shall be paved and lighted with a minimum of 2 foot candles. All lighting shall be controlled by a light sensor with the perimeter half provided with an override switch to allow operators to switch off.

## **PLAYING FIELD**

A natural grass playing field system shall be designed for the stadium with a playing field designed as an asymmetrical ballpark that shall also accommodate high school, collegiate and major league exhibition baseball.

- The playing field area shall be designed for a baseball field with dimensions for outfield and warning track equal to or exceeding Professional Baseball Standards. Field dimensions shall be a minimum of 320 feet down the foul lines, 360 feet in the power alleys and 400 feet to centerfield. (Actual field dimension may vary based on site constraints and shall be verified at a later date).
- Playing field shall include 15 foot wide warning tracks along each side with a 20 foot wide warning track in the outfield along the outfield wall.
- Warning tracks shall be constructed of crushed brick or similar material compacted to proper consistency and the infield shall be constructed of "infield mix" materials.
- The pitchers mound, bases, base paths and foul lines shall all meet professional baseball rules and standards and the infield shall be elevated and sloped slightly to assure proper drainage of the infield tarp with "speed drains" provided as required.
- Top and side dugout railings and exposed hard surface field walls shall be padded.
- An underdrain and recessed pop-up head irrigation system shall be provided as required to help assure proper maintenance and quick drainage of the playing surface.
- Quick coupler, key activated 1" hose bibs will be located in each dugout, recessed behind the pitching mound, and as appropriate for proper maintenance of the playing field.

### Pitcher's Bull Pens

Warm-up bull pens for both home and visiting teams will be provided with each bullpen including space for two pitchers to warm up simultaneously.

- Each bull pen shall include official height and slope pitchers mounds with pitching rubbers and batters boxes with home plates.
- Bullpens shall both be visible to both dugouts and spectators and shall be lighted with a minimum of 75 foot candles of light.
- Bullpens will be located in foul territory in the warning track down each foul line.
- Direct contact to the associated dugout may be provided by phone jacks in weatherproof boxes and each dugout will have a G.F.I. 110 volt wall outlet.
- Each bullpen shall include an aluminum players bench of 12 foot minimum length.

### Game Equipment

Fixed game equipment shall be provided including two minimum 40 foot tall Foul ball poles, one set of 3 bases, pitching rubbers and home plates.

- A minimum 30 foot tall by 80 foot wide natural batter's eye made up of coniferous trees will be provided in center field directly in line with home plate. batter's eye must be presentable to downtown as well as the seating bowl.
- A standard black nylon backstop screen shall be provided behind home plate which is a minimum of 25 feet tall and extends to the edge of each dugout.

### Covered Dugouts

Covered dugouts with direct access to the team locker rooms shall be provided for home and visiting teams with 30 player capacity and an adjacent dugout toilet.

- Dugout finishes shall include sealed sloping concrete floors with removable 2 x 6 treated wood plank flooring, no base, epoxy painted concrete walls (dark color to match field wall pads) and exposed concrete structure above.
- Doors to close off tunnels shall be painted Hollow Metal single or pairs of 3'0"x7'0" doors including all necessary hardware such as panic hardware, lockset, closers, pushplates, kickplates, weather-stripping and door stops.
- Each dugout will include wood bench seating, a bat and helmet rack and space for a large water cooler (supplied by team). The dugout bench will be designed to allow players to sit on the seat back as well as the seat itself.

- The front of each dugout shall include a 36" to 42" high hot dipped galvanized steel railing with padded top rail and an intermediate railing with a metal screen on the lower half.
- Stairs shall be provided from the dugout to the playing surface at the ends of each dugout which are a minimum of 5 feet wide as well as all necessary steps down to the dugout tunnel. All steps shall include a non slip surface and handrails.
- At least one dugout tunnel shall provide access to the playing field for the physically disadvantaged via a stainless steel wheelchair lift or stair lift.
- Provide floor drains with strainers and a 1" freeze proof keyed hose bib in each dugout.
- Provide 110 volt G.F.I. general power wall outlets above the player's bench at 25 feet O.C. as well as power below the bench for possible heat panels. Dugout lighting shall all be provided by field light spill over.
- Dugouts shall be provided with weather resistant phone boxes with phone jack and conduit as well as possible conduit to the bullpen.
- Care shall be taken in the approach to completely shutting down the dugouts during the off-season if desired, especially winter.

#### Dugout Toilets (Approximately 60 Square Feet Each)

Toilet rooms shall be provided off of dugout tunnels for home and visiting team.

- Dugout toilets shall be equipped with a stainless steel water closet and a stainless steel lavatory with polished stainless steel mirror. A bulk roll toilet paper dispenser, recessed paper towel dispenser / trash receptacle and liquid soap dispenser also will be provided.
- Toilet finishes shall include sealed concrete floors, 4" vinyl cove base, epoxy painted masonry block and concrete walls and painted exposed structure above.
- Doors shall be painted Hollow Metal 3'0"x7'0" doors including all necessary hardware such as keyed thumb turn latch, lockset, closers, pushplates, kickplates and door stops.
- Toilet room shall be equipped with vandal resistant 30 foot-candle wet location general industrial lighting with shatterproof sleeves.
- A general power 110 volt G.F.I. duplex outlet shall be provided above lavatory.
- Floor drains and cold water service shall be provided.
- General ventilation and exhaust shall be provided in the toilets.
- Care shall be taken in the approach to completely shutting down the toilet rooms during the off-season if desired, especially winter.

## **Field Entrances**

Gates in the outfield wall shall provide access to the playing field from the stadium exterior.

- The field access gate clear opening shall be a minimum of 22 feet wide and the opening shall include two large swinging gates which match the look of the remaining field walls plus a man door shall also be provided
- Gates shall be designed to swing freely as well as be anchored in place against strong winds and player collisions.

## **Outfield Wall**

The outfield wall shall be a height of 8 to 10 feet to the top railing to encourage exciting defensive outfield play and the infield and sideline field walls shall vary in height with a minimum height of 36".

- All hard surfaces and dugout rails shall be padded as required to prevent player injury.
- The outfield wall shall have a steel mesh infill top railing to allow berm seat areas a better view of the playing field.
- Wall surfaces shall be designed to accept painted or silk screened signage and / or graphics
- Outfield walls shall have painted or silk screened yellow foul ball markings as well as distances indicated for foul line, power alley and center field dimensions.

## **Field Lighting**

A complete 8 pole field lighting system providing illumination comparable to AAA League playing field light level shall be provided.

- Light levels measured 3'-0" above the playing field shall be equivalent or better than:  
Infield 1.5 to 1 - 100 footcandles minimum maintained vertically.  
Outfield/Bullpens 2.0 to 1 - 75 footcandles minimum maintained vertically
- Adequate pole mounted security / emergency and clean-up lighting shall also be provided.
- Poles shall each be hot dipped galvanized poles with a total minimum elevated height above the field of approximately 120 feet with hot dipped galvanized catwalks and climbing rungs.
- It is anticipated that the four infield poles will be mounted directly to the roof or canopy of the stadium.
- Lighting shall be designed for reasonable cut off at the field walls and the bullpens to minimize overflow into the seating areas.

## Scoreboard

The scoreboard foundation, general power and control cable conduit(s) with pull string(s) shall be provided to the scoreboard location in right field.

- The main Scoreboard shall be provided by the scoreboard supplier in return for scoreboard advertising revenue.
- Power and control cable conduits are designed to accommodate a scoreboard including four tri-vision add panels all supplied by others.

## Concert Power

Ballpark shall include concert power capable of supporting most concert events.

- 400 amp/480 volt power shall be supplied to a box located in the outfield wall near the scoreboard. Box shall include a disconnect switch capable of diverting power from the scoreboard.
- The disconnect box shall be recessed into the outfield wall behind the field wall pads with a removable section of field wall padding over the box.
- A 4" minimum diameter conduit with a pull string shall extend from the disconnect box to a point behind second base. Box shall be buried approximately 8 inches below the surface located in the skinned portion of the infield approximately fifteen feet behind the second base bag.
- Any power required beyond that provided shall be the responsibility of the promoter using portable generators.

## Security

Appropriate security against illegal entry to or improper access within the stadium shall include fencing, walls, gates and doors which shall be provided to completely enclose the stadium.

- Conduit with pull strings to allow for an electronic intrusion alarm, security cameras and general security system will also be provided.
- A fire resistant money room / ticket storage room in the ticket office will be provided as well as security glass at all ticket windows.
- Doors shall include locksets as required with stair exit doors and all other exit only doors provided without exterior hardware to allow entry.



## **Building Materials**

- The structure shall consist of cast-in-place concrete up to the floor of the concourse and from there up shall consist of structural steel. It is anticipated that the majority of the structural steel frame will be exposed and painted with a urethane coating system to resist weathering and rust. The exposed steel shall be constructed in a manner to be complimentary to the rest of the facility.
- All exposed exterior and concourse walls shall be integral color masonry block or face brick.
- The exterior facade of the stadium above the concourse level shall be faced with curtain wall, face brick, integral color masonry and metal or steel open framework, with most of the void spaces between the suite / press level and the concourse roof line open for air circulation.
- The roof canopy shall be standing seam metal roofing supported by a painted steel frame.
- The lower seating bowl shall be constructed of slab-on-grade concrete treads and risers with a cast-in-place concrete field wall. Hot dipped galvanized handrails at aisles and behind last row of seating shall be provided.
- The upper seating bowl shall be constructed of structural precast treads and risers with galvanized handrails at aisles, vomitories and front railings. Front railings shall be 36" tall, except at the ends of aisles where they shall be 42" tall. At the rear of the upper seating bowl a safety railing/fence shall be included constructed of painted or hot dipped galvanized metal tube frame and metal screen infill with a total height of four to five feet.
- The exterior perimeter fence shall be constructed of metal railings and pickets to resemble wrought iron fences and shall include masonry or painted steel pilasters or "fence posts" at regular intervals of 12 feet to 25 feet with matching gates as required.
- Roofs other than the canopy shall be standard E.P.D.M. roofs tapered or sloped for drainage.
- Exterior doors shall be painted overhead coiling steel shutter doors, Painted hollow metal doors or when located in window wall systems or systems with sidelites shall be Aluminum medium stile glazed doors.
- Exterior glazing systems shall be: Insulated tinted glass in aluminum frames when not facing the playing field, clear single pane 1/2" laminated safety glass where facing the playing field and tinted safety glass at ticket windows.

- Unless noted otherwise all doors shall be hollow metal at the service / clubhouse level, concourse and at exterior walls. All doors at the suites, press area and the administration areas, and novelty store shall be solid core stain-grade wood in painted hollow metal frames. All man doors shall be 36" wide unless noted otherwise. Doors into vending, concession stands, laundry rooms, equipment rooms and other spaces containing large equipment shall be hollow metal and sized appropriately. All exterior doors shall contain weather stripping, corridor doors shall all have closers and all doors shall contain appropriate door hardware including panic hardware and appropriate fire resistive ratings.

## **ITEMS OF WORK NOT INCLUDED**

The following items are not included and shall be provided in F.F.E. budget by The Team Franchise and / or Concessionaire:

- Any movable furniture, loose fixtures or equipment in interior spaces. (Lockers, bat and helmet racks, player benches and all built in cabinetry are included as noted.)
- Maintenance equipment such as carts, tractors, wagons, tools, trash carts, hoses, etc..
- Portable or free-standing novelty and/or concession booths and/or display cabinets and racks including loose display fixtures and loose slatwall display accessories.
- Portable or temporary stages.
- Kitchen and food handling equipment for concession, vending and catering operation including menu boards, exhaust hoods, fans and ductwork, grease interceptors, cookers, warmers, beverage storage, beverage pumping systems, freezers, walk-in coolers, water heaters (supplying concession areas), hand sinks (in concession areas), floor sinks and drains and the hook up of all equipment. All other equipment as may be required to provide a workable concession, catering and vending operation. (Concession equipment and the hook-up of same may be included as an add alternate to the base bid to be funded separately by the concessionaire).
- Stainless Steel Condiment Stands.
- Misc. equipment such as suite refrigerator / ice makers and refrigerators and ice makers in the administration lunch room, press lounge and team lounge(s).
- Cash registers and computers including ticket computers ticket printers, ticket racks and any other misc. business equipment.
- Game equipment such as portable batting screens, field batting cage, pitching machines, tarps, etc.
- Water jugs in dugouts and in batting / pitching tunnel.

- Satellite dish(s) and Antennae(s), Telephone system other than conduit and phone jacks.
- Time clocks, clocks, bulletin boards and black boards.
- Security system other than fences, gates, walls, doors, and conduit for electronic system. (Electronic alarm system will be included as an add alternate bid to the base construction bid package).
- Safes and other loose security items.
- Training equipment such as whirlpools and taping benches.
- Laundry equipment such as washers, dryers utility sinks, etc.
- Weight training equipment including stair steppers, incline benches, free weights, weight machines, stationary bikes, rowing machines, etc.
- Carpet and vinyl wall covering within the suites.
- Portable Turnstiles.
- Cots and other misc. medical supplies in the first-aid office.
- Cup holders for all fixed seating including suites.
- Picnic tables, benches and any tent structures or free standing temporary railings associated with the picnic areas.
- Televisions including press monitors, television brackets and closed circuit television system including wiring other than conduit, jacks and wall blocking.
- Main scoreboard and controls except foundation general power and conduit.
- Out-of-Town scoreboard, team names, score, numbers and loose and extra number inventory.
- Trash compactor, trash dumpsters or bins and loose free standing trash receptacles along the concourse and in the large public toilets.
- Shelf and storage units other than those listed.
- Metal lockers in the concession locker rooms.
- Stadium marquee, advertising signage path finder signage and stadium naming rights signage.
- Playground equipment and enclosure.
- Arcade games, speed pitch or any other similar items.

- Pay phones (to be supplied by phone company).
- Diaper changing stations other than those supplied in the family toilets, outfield berm toilets and suite toilets.

### 800 Upper Deck Seats (Deduct Alternate)

Of the approximately 13,000 total fixed seats associated with the base bid (4,600 in upper bowl) up to 800 upper bowl seats will be bid as a deduct alternate.

- Alternate shall include seating, all support structure, precast treads and risers canopy and associated concessions.
- 4 serving stations or 20 feet  $\pm$  of concession counter and associated stand shall be included in deduct alternate.

### Upper Deck Stadium Arm Chairs (Deduct Alternate)

The entire 4,600 seat upper deck will include a deduct alternate to replace the base bid arm chairs with aluminum bench with back seats.

- Alternate shall include 18" minimum width aluminum bench with back seats.
- Alternate shall also include unit pricing of chairs.

### Security System (Add Alternate)

Base bid includes all conduit necessary for system. Alternate shall include all wiring, monitors and equipment necessary to provide reasonable surveillance and security for the ballpark.

- Video surveillance cameras shall be located to cover: playing field, parking lot and dock areas.
- Motion detectors or other form of intrusion alarm shall cover the novelty spaces, team facilities, commissary, administration and ticket areas, field maintenance area and press/suite level.
- All perimeter entry doors shall be protected by means of intrusion alarms.

### Out-of-town Manual Scoreboard (Add Alternate)

A manually operated "out-of-town" scoreboard shall be located in the left field wall as an alternate to include scores of all major league games and American Association Games with space to add expansion teams (major league games should allow for 14 existing plus 2 future expansion games, American association games should allow for 3 existing plus 2 future expansion games).

- Out of town scoreboard to include space for two tri-vision or other fixed ad panels plus possible advertising where future expansion team scores are to be located.
- The entire scoreboard and advertising panels shall be recessed into the outfield retaining wall and shall allow space behind for the operator.
- The entire scoreboard shall be covered by a protective mesh screen.
- The interior of the scoreboard shall include: phone jack with conduit and pull string running to the press box to receive updated scores from the ticker tape.
- General ventilation shall be provided by fans or other means.
- A number storage area space for an adequate inventory of extra numbers shall be provided
- General 10 foot candle minimum lighting shall be provided at the interior of the scoreboard.
- General power will be provided with 110 volt G.F.I. outlets located at approximately 25 feet O.C. along the rear wall of the scoreboard interior.
- The surface of the scoreboard shall be painted M.D.O. signboard with a weatherproof top provided and direct access into the bullpen at the centerfield end.
- The interior finishes shall include all exposed surfaces with the only treatments provided for maintenance purposes.
- Provisions shall be made for scoreboard conversion from manual to electronic by means of control and power cable conduits.

### Brick Outfield Wall (Add Alternate)

A portion of the outfield wall may be faced in brick if solely requested by the Indians Ballclub. It is anticipated that the face brick provide a nostalgic feel and a tie to existing Bush Stadium.

## **FUTURE AREAS NOT INCLUDED IN CURRENT PROJECT**

### **Future Children's Play Area**

Space for future outdoor play area should be located off the main concourse walk in the outfield area of the ballpark. The area should be a safe play area with equipment and activities for children 10 years and younger. The space will be enclosed with a low fence and supervised by attendants. A portion of the area should have views to the field for adults. Play equipment shall be supplied and installed by the Ball Club.

### **Future Boardwalk/Arcade**

Space shall be provided for features as speed pitch and video games. Space only shall be provided with all games and equipment supplied and installed by others. General power and lighting will be provided to this area as required.

### **Future Sports Bar & Grille (Space Allocated for Future Sports Bar or Fan Lounge in the Outfield)**

Sewer, water and electrical conduit for future sports bar and grille shall extend approximately 5 feet beyond the left field concession stand and be capped for future hook-up.

### **Suite Expansion**

Space allocated for suite expansion beyond initial 25 suites.

It is assumed that suites may be added at each end of the initial suites on the suite/press level which will delete some upper deck seats.

**EXHIBIT D**

**MSE - Civil Engineer**

**HUBER HUNT & NICHOLS - Program Manager**

**FINK ROBERTS & PETRY - Structural Engineer**

**BROWNING DAY MULLINS & DIERDORF - Local Architect**

**CIRCLE DESIGN GROUP, INC. - Mechanical Electrical and Plumbing  
Engineer**

**WRIGHTSON, JOHNSON, HADDON & WILLIAMS, INC. - Acoustical Engineer  
and Scoreboard**

**HELLMUTH, OBATA & KASSABAUM, INC. - Architect**

## EXHIBIT E

### PLEDGE AGREEMENT

This Pledge Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1994 (the "Agreement"), between the CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA (the "Board") and the INDIANS, INC. d/b/a INDIANAPOLIS INDIANS (the "Team").

#### WITNESSETH THAT:

In consideration of the execution of the Sublease Agreement of even date herewith by and between the Board and the Team (the "Sublease"), the Team hereby pledges to the Board and grants to the Board a security interest in the Team's right to receive payment from any person or entity for tickets sold to the Team's games or other events held at the Team's facility (the "Tickets"); all rights of the Team to receive proceeds of the sale of the Tickets; and the proceeds of each of the above. The rights pledged under this Agreement shall encompass all revenues resulting from or relating solely to the sale of Tickets and proceeds thereof now owned by the Team, together with any after-acquired Ticket revenues or right to ticket revenues now or hereafter arising with respect thereto, and the proceeds thereof (the "Ticket Revenues") to secure the payment when due of (i) any and all indebtedness and obligations of the Team to the Board arising under, pursuant to, with respect to or in connection with the Sublease; (ii) the performance and observance of the covenants and agreements herein contained and contained in any other agreement executed by the Team in connection with the Sublease; (iii) the payment and performance when due of the agreements, liabilities, commitments and obligations of the Team to the Board under, in connection with, pursuant to or with respect to the Sublease (all the indebtedness, obligations, agreements, commitments and liabilities secured hereby hereinafter referred to as the "Indebtedness"); and all extensions, renewals, increases, and modifications of the Indebtedness, whether the Indebtedness is direct or indirect, absolute or contingent, and whether evidenced by promissory notes, checks, drafts, agreements, contracts, letters of credit, bills, overdrafts, open accounts or otherwise.

#### TERMS, CONDITIONS AND AGREEMENTS

1. Unless and until a default shall occur under the terms of this Agreement, the Team shall be entitled to the Ticket Revenues and all of the income therefrom.

2. The occurrence of an Event of Default as defined at Section 8.1 of the Sublease shall constitute a default under this Agreement.



3. Upon the occurrence of any default under this Agreement, the Board is authorized, at its option and without notice or demand, to exercise all rights as a secured party under the Uniform Commercial Code in effect from time to time in the State of Indiana with respect to the Ticket Revenues pending disposition under paragraph 4 of this Agreement.

4. Upon the occurrence of any default under this Agreement, the Board shall have the right after giving at least ten (10) days' advance written notice to the Team, to sell and transfer any right to receive the Ticket Revenues or any portion thereof at any public or private sale, and for cash or such other consideration as the Board shall in its discretion determine to be reasonable, all in accordance with the Uniform Commercial Code as adopted and then in effect in Indiana. After deducting the expenses of such sale or sales, including, without implied limitation, reasonable attorneys' fees, the proceeds therefrom shall be applied to the payment of the Indebtedness and the surplus, if any, shall be paid to the Team. The Team shall remain liable for any deficiency. All rights and remedies of the Board hereunder are cumulative and are in addition to, but not in limitation of, any rights or remedies which they may have by law or at equity. No delay or failure by the Board to exercise any right or remedy which they may have hereunder shall operate as a waiver of any present or future default or any right or remedy of the Board.

5. The Team represents, warrants and covenants that all Ticket Revenues and all cash proceeds of proceeds stemming from the sale of Tickets, will be deposited in Account No. \_\_\_\_\_ in \_\_\_\_\_ [Bank] (the "Account") within three days after such cash proceeds first come into the Team's possession. The Team hereby pledges the Account to the Board as security for the Team's obligations under the Sublease, provided that, unless and until a default shall occur under the terms of this Agreement, the Team shall be entitled to the ownership and unrestricted use of the Account and all of the income therefrom.

6. The Team represents, warrants and covenants that the Team currently has the right to the Ticket Revenues and their proceeds, and shall continue to own such right free and clear of all liens, security interests, restrictions, agreements and encumbrances, excepting only this Agreement. The Team shall pay all taxes and assessments levied against or with respect to the Ticket Revenues.

7. The Board acknowledges and agrees that the Team does not pledge or grant a security interest in any other revenues or income of the Team, including, without limitation, revenues from concessions, licenses, franchise payments/subsidies or non-baseball events.

8. The rights and obligations under this Agreement shall inure to the benefit of the Board and its successors, assigns and legal representatives and shall be binding upon the Team and the Team's successors, assigns and legal representatives.

9. All notices permitted or required to be made hereunder shall be made in a manner consistent with Article XVI of the Sublease.

10. Upon satisfaction of all obligations under the Sublease, this Agreement shall automatically and without further action by either party hereto become immediately null and void and Board shall immediately release all financing statements or other instruments filed or recorded to perfect its security interest granted by the Team. The Board's security interest in Ticket Revenues shall not exceed the amount of Team's obligations under the Sublease.

IN WITNESS WHEREOF, the Team has executed this Pledge Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

"TEAM"

INDIANS. INC.  
d/b/a INDIANAPOLIS INDIANS

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF INDIANA     )  
                              )  
COUNTY OF MARION    )   SS:

Before me, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_, the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_  
\_\_\_\_\_, who acknowledged the execution of the  
foregoing instrument for and on behalf of said \_\_\_\_\_  
\_\_\_\_\_

WITNESS MY HAND and Notary seal this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 199\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

**EXHIBIT F**

Political advertising

Distilled spirits or liquors or products containing the same

Tobacco related products, except cigarette ads shall be permitted

Feminine hygiene products

Contraceptive devices or services

Adult entertainment

Advertising for telephone services imposing charges per call or

minute, other than long distance calls or cellular calls

"get rich" products or services

Specifically identified health care services or procedures

related to reproductive or contraceptive activities or

functions

**RESOLUTION**

**CAPITAL IMPROVEMENT BOARD OF MANAGERS  
OF MARION COUNTY, INDIANA**

**WHEREAS**, the Capital Improvement Board of Marion County, Indiana (the "CIB") is authorized by its enabling statute, Indiana Code § 36-10-9, to finance, construct, equip, operate and maintain any capital facilities or improvements of general public benefit or welfare which promote and serve the commercial, industrial and cultural interests of Indiana and its citizens;

**WHEREAS**, the CIB is authorized pursuant to Indiana Code § 36-10-9-6 to, among other things, acquire real property by lease or otherwise and lease or otherwise dispose of real property as is necessary or convenient for the exercise of its powers; construct, reconstruct, repair, remodel, enlarge or extend or add to any capital improvement built or acquired by the CIB; control and operate a capital improvement, including leasing all or part thereof; and make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under its enabling statute;

**WHEREAS**, the CIB currently leases (i) the professional baseball facility known as Victory Field (the "Facility") from the Marion County Convention and Recreational Facilities Authority ("MCCRFA") and (ii) the fourteen (14) acre tract of land upon which the Facility is constructed (the "Land") from the Indiana White River State Park Development Commission ("WRSP"). The CIB in turn subleases the Facility and the Land to the Indians, Inc. d/b/a Indianapolis Indians (the "Indians"). The terms of such lease and sublease documents expire on March 31, 2016. Upon the expiration of such terms, the Facility will become the property of WRSP;

**WHEREAS**, after lengthy negotiations between representatives of the CIB, the Indians and the WRSP, the parties have reached agreement as to the terms, conditions and provisions of (i) a Lease pursuant to which the WRSP will lease the Facility and the Land (collectively, the "Leased Premises") to the CIB (the "Lease"), and (ii) a Sublease Agreement pursuant to which the CIB will sublease the Leased Premises to the Indians (the "Sublease");

**WHEREAS**, the CIB believes it would be in the best interest of the CIB, the City of Indianapolis, Marion County, the State of Indiana and the citizens thereof to lease the Leased Premises from the WRSP and in turn sublease the Leased Premises to the Indians, on substantially the terms set forth in the Lease and Sublease, copies of which have been presented; and

**WHEREAS**, the CIB desires to approve and execute the Lease and Sublease.

**NOW, THEREFORE, BE IT RESOLVED BY THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA AS FOLLOWS:**

1. It is in the best interests of the CIB, the City of Indianapolis, Marion County, the State of Indiana and the citizens thereof that the CIB lease the Leased Premises from the WRSP and in turn sublease the Leases Premises to the Indians. The CIB hereby approves the Lease and

Sublease in the forms that have been presented and with such changes as are approved by the President or Vice President.

2. The President or Vice President and each of them is hereby authorized to execute the Lease and Sublease in the forms presented and with such changes as are approved by the President or Vice President, and to take all such actions and execute all such instruments as are desirable to carry out the transactions contemplated by or resulting from the Lease, the Sublease and this Resolution, in such forms as the President or Vice President executing the same shall deem proper, to be conclusively evidenced by the execution thereof.

Adopted this 12<sup>th</sup> day of October, 2015.

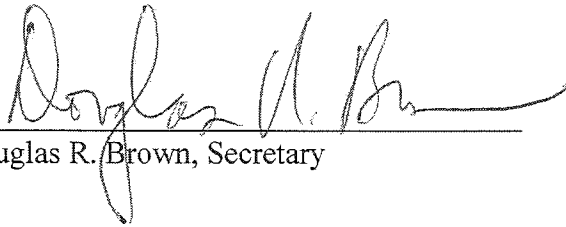
CAPITAL IMPROVEMENT BOARD OF  
MANAGERS OF MARION COUNTY



---

Earl A. Goode, President

Attest:



---

Douglas R. Brown, Secretary

## **SUBLEASE AGREEMENT**

This Sublease Agreement (“Sublease” or “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA (the “Board”) and the INDIANS, INC., d/b/a INDIANAPOLIS INDIANS (the “Team”).

WHEREAS, the Team has been granted a franchise by the International League to play minor league baseball in Indianapolis, Indiana (the “City”);

WHEREAS, the Board has entered into a long-term lease agreement (“Lease”) concurrently with the date hereof with the Indiana White River State Park Development Commission (“Commission”) for a certain approximately fourteen (14) acre parcel of land located west of West Street and south of Maryland Street in the City, which site is owned by the Commission and described on Exhibit A attached hereto (the “Real Estate”) and all improvements thereon including a professional baseball facility (the “Facility”). Said Real Estate, the Facility and all other improvements thereon and thereto, and all appurtenances thereto collectively are referred to herein as the “Leased Premises;” and

WHEREAS, the parties desire to enter into a sublease arrangement of the Leased Premises.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE I** **CERTAIN DEFINITIONS**

#### **Section 1.1. Facility.**

The “Facility” consists of the professional baseball facility on the Real Estate, including,

but not limited to, the spectator and press areas, dugouts, locker rooms, clubhouses, suites, batting tunnels, bullpens, offices, scoreboards, field lighting, signage, concession and point-of-sale areas and box office and other improvements, including parking and loading areas and vehicular and pedestrian accessways serving same.

The parties agree that the Team shall provide all furniture, fixtures and equipment necessary to equip the Facility for its intended usage by the Team; and (i) such furniture and equipment, (ii) the primary scoreboard fixture and (iii) the concession equipment fixtures provided by the Team or its concessionaire shall remain the property of the Team. The Team agrees that any such removal of such furniture, equipment and fixtures shall be performed in a professional manner and with any damage to the Facility being repaired by the Team. The Team hereby accepts the Leased Premises in its present “as is” condition.

**Section 1.2. Activities.**

The “Activities” shall consist of all events (baseball and non-baseball, including, but not limited to, public or private events for Team sponsors and events ancillary to Super Bowls, Final Four, NCAA or conference tournaments) selected by the Team throughout the year, subject to the Board Usage Dates.

**Section 1.3. Board Usage Dates.**

The “Board Usage Dates” shall consist of no more than thirty (30) days per year whereby the Board shall have the right to use the Facility rent free (except for payment of One Hundred Eight Percent (108%) of the Team’s out-of-pocket costs (“Usage Fee”)); provided that such use shall not interrupt or compete with the Activities.

**Section 1.4. Team’s Out-of-Pocket Costs.**

The Team’s “out-of-pocket” costs shall be defined as all utilities charges, staffing, box



office and cleanup expense, and any and all other expenses or costs incurred by the Team as a direct result of the Board's usage of the Facility.

## **ARTICLE II** **COMMITTEE**

### **Section 2.1. Committee.**

(a) The Team, the Board and the Commission shall appoint a Committee consisting of representatives of the Board, the Team and the Commission ("Committee") as set forth below. It is intended that the Committee shall (to the extent not otherwise prohibited hereby) (i) work to resolve objections under Section 3.1 of the Lease, (ii) review and make building insurance coverage recommendations requested by the Board under Section 6.1(a), (iii) review and make excess or umbrella insurance coverage recommendations requested by the Board under Section 6.1(i), and (iv) consider requests from the Team or the Board to create a security interest or other lien against any improvements, additions or other construction with respect to the Leased Premises as provided in Section 9.1(b) of the Lease. Notwithstanding the rights and obligations of the Board and the Committee as herein described, the Team expressly acknowledges the right of the Commission to work to resolve objections concerning certain aspects of the Facility as set forth in Section 3.1 of the Lease.

(b) The Board shall appoint three (3) members of the Committee, the Team shall appoint one (1) member and the Commission shall appoint one (1) member. The Board's representatives on the Committee shall be members of the Board. The Team's member shall be a member of the Team's Board of Directors and the Commission's member shall be its Executive Director. The Committee will not meet regularly, but shall meet from time to time at the Indiana Convention Center upon the written request of any Committee member, at date(s) and time(s) mutually agreed upon by Committee members. The Board and Team agree to use

their best efforts to cause their representatives to make time in their schedules for such meetings. Notwithstanding the above, the Committee shall have no authority to modify the rights and obligations of the parties as set forth in this Agreement or the Lease.

**ARTICLE III**  
**SUBLEASE; TERM; BOARD'S OBLIGATIONS**

**Section 3.1. Term.**

Subject to the terms and conditions hereof and of the Lease, the Board hereby subleases the Leased Premises to the Team for a period of approximately twenty (20) years, commencing on April 1, 2016 (the "Commencement Date"), and expiring on March 31, 2036 (the "Expiration Date"), unless sooner terminated in accordance with the terms of this Sublease and subject to the right of Board and Team by mutual agreement to enter into up to four, five-year extensions (collectively, the "Term"), for the conduct of the Activities, on an exclusive basis except for the Board Usage Dates. The Facility shall be returned to the Board at the end of the Term in the condition required by Section 8.4 of the Lease.

**Section 3.2. Game Time Conflicts.**

In the event that a scheduled baseball game time conflicts with any scheduled Indiana Convention Center or Lucas Oil Stadium ("ICCLOS") event, the Board may request the Team to change the appointed game time to a time mutually agreeable to the parties. Additionally, in the event that the Team's schedule reflects a date which conflicts with a convention, concert, sporting event or other activities at the ICCLOS or in the City, the Team and the Board shall work together to determine if the Team's game can be rescheduled to an alternative date. The Team and Board shall work together cooperatively in an attempt to resolve all such conflicts. In the event any such disagreement between the parties regarding dates cannot be resolved, the Team's schedule shall have priority over any alternative date.

**Section 3.3. Extension Option.**

The parties agree that if the Board and Team do not agree at least one (1) year prior to the Expiration Date to extend the Term of this Agreement, Board shall be entitled to negotiate and enter into agreements with third parties regarding future usage of the Facility and shall have no further obligation to negotiate with the Team as to extension of the Term.

**Section 3.4. No Rent.**

In consideration of the obligations of the Team under this Agreement, the Team shall not be obligated to pay rent to the Board during the Term. Any obligations to pay rent or the continuation of no rent obligation during any extension of the Term shall be as mutually agreed upon between the Team and Board. The Board shall not issue any bonds which impose any financial obligation on the Team (unless approved by the Team in its sole discretion).

**Section 3.5. Board's Obligations Regarding the Facility.**

(a) During the Term, the Board shall be responsible, at its sole expense, for the repair, replacement and capital improvements to those Leased Premises systems, fixtures and other items indicated as being the responsibility of the Board on the Victory Field Maintenance Responsibility Exhibit attached hereto as Exhibit B. The Board's repair or replacement obligations under this Sublease shall be conditioned upon the Team's delivery to the Board of written notification of the need for any repair or replacement by the Board, and the Team shall be responsible for all costs and expenses of such repair or replacement, to the extent caused by or resulting from, the Team's failure to deliver such notice within five (5) business days from its actual knowledge of the need therefor. In determining whether the respective obligation is repair or replacement, the Board and Team shall follow the test set forth on Exhibit C.

(b) The Board agrees that in the first four (4) contract years of the Term ("Board

Investment Period”) that it will make up to a Two Million Dollar (\$2,000,000) per contract year (“Annual Limit”) *AND* (Six Million Dollars (\$6,000,000) in the aggregate (“Aggregate Limit”)) investment in capital repair, replacement and improvement projects for the Leased Premises, which obligation is expressly conditioned on the Board in good faith seeking and ultimately obtaining in each such contract year a final appropriation from the appropriate fiscal body of the amount required for each such project. The list of specific projects and the agreed upon procedures to designate and complete all other projects, in each case within the Board’s capped investment obligation, are set forth on Exhibit D.

(c) The Board shall have no liability to the Team by reason of any inconvenience, annoyance, interruption or injury to the business of the Team arising from any such repair, replacements, capital improvements or changes to the Leased Premises by the Board, provided that the Board shall perform such repairs, replacements, improvements or changes at such times and in such reasonable manner as is calculated not to unreasonably interfere materially with the use of the Facility. Any repair, replacement and capital improvements to the Leased Premises by the Board shall be performed in a manner consistent with comparable facilities of similar age in other cities and in a manner consistent with the ICCLOS facility. All work performed hereunder must comply with all governmental laws, rules, regulations and ordinances. If the Board replacement of Facility equipment, fixtures and appurtenances thereto is necessary, the Board shall replace the same with new or completely reconditioned equipment, fixtures and appurtenances, and repair all damages done in or by such replacement. The Board acknowledges and agrees that notwithstanding any responsibilities allocated to the Team on Exhibit B, the Board has the sole responsibility to make all alterations to the Facility (at its sole cost and expense) to keep the Facility in compliance with applicable governmental laws, rules, regulations

and ordinances, except for compliance obligations which are the Team's responsibility under Section 4.1.

(d) The Team shall have the right to review the quality of repair, replacement and capital improvements to the Leased Premises performed by the Board. If the Board shall not perform the obligations under Section 3.5(a)-(c), the Team shall have the right to notify the Board in writing on or before December 1 of any year setting forth specifically the manner in which the Team believes that the Board failed to meet the standard, describing the actions to be taken to cure the same and stating that it will assume the obligation commencing on March 1 of the following year, if such actions are not taken by such date. If the Board does not take such actions by such date, the Team shall assume responsibility for the same as of such March 1 for the remainder of that year of the Term at the cost and expense of the Board, subject to arbitration procedures set forth herein. If the Board has not taken such actions as requested by the Team by such date, the Team may request that the Board enter into arbitration for final disposition and decision concerning this dispute in accordance with the rules of the American Arbitration Association, which decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

**Section 3.6. Conditions to Sublease.**

The parties agree that the Board's obligations to sublease the Leased Premises to the Team hereunder are expressly conditioned upon (a) the satisfaction of the financial obligations under the bonds issued by the Marion County Convention and Recreational Facilities Authority ("MCCRFA") for the purpose of constructing the Facility and (b) the Commission owning all right, title and interest in and to the Facility. In the event either of the foregoing conditions fails,

the Team and the Board agree to work in good faith to structure a lease and sublease arrangement substantially similar to the terms of this Sublease and the Lease among the Team, the Board, the Commission and MCCRFA.

**Section 3.7. Board Usage.**

Throughout the Term, the Team shall deliver the Facility to the Board in such condition for the Board's use on Board Usage Dates, and thereafter the Board shall deliver the Facility to the Team in the same condition upon completion of the Board's use. The Board shall pay the Team the Usage Fee incurred as a result of each Board Usage Date within forty-five (45) days of the Board's use. Furthermore, the Board's use of the Facility shall not compete with the revenue generating functions of the Team. The Board shall only utilize the Facility for non-public ticketed events that do not compete with the Activities, such as convention business, graduation ceremonies and the like. Any contemplated Board events which require ticketed admission to the Facility for sporting events, concerts, and other entertainment activities are considered competing events and would require the Team's prior written approval. The Board shall notify the Team in writing of each date it desires to use the Facility subject to the Team's prior written approval, not to be unreasonably withheld. The Team shall work in good faith with its league to obtain the dates requested by the Board. The parties acknowledge that (a) the Team has priority use of the Facility for professional baseball games and (b) while the Board should be able to use the Facility for the Board Usage Dates on published non-baseball dates, professional baseball scheduling complications may prevent the Board's use on requested dates. The Board may assign its dates to a third party subject to the terms hereof and subject to prior written approval of the Team, not to be unreasonably withheld. The parties agree to work together in a spirit of cooperation regarding the dates. To that end, the Team shall provide the Board by February 1 of

each year with a copy of its schedule for the upcoming baseball season, including estimated game times. Additionally, the Team shall respond to the Board's written requests as soon as reasonably possible.

**ARTICLE IV**  
**OPERATION OF FACILITY**

**Section 4.1. Maintenance, Repairs and Replacements Regarding the Facility.**

(a) The Team shall be responsible, at its sole expense, for the maintenance of, and repair and replacements to those Leased Premises systems, fixtures and other items indicated as being the responsibility of the Team on Exhibit B. Any maintenance, repair, replacement and capital improvements to the Leased Premises by the Team shall be performed by the Team in a first-class manner consistent with comparable facilities of similar age in other cities and in compliance with the standards, rules, regulations and policies of Triple-A professional baseball and in a manner consistent with the ICCLOS facility. All maintenance, repair and replacement of and capital improvements to the Facility, or any portion thereof, (i) must comply with all governmental laws, rules, regulations and ordinances and all Triple-A professional baseball standards, rules, regulations and policies and (ii) must not materially change the external aesthetics of the Leased Premises without complying with Sections 3.1 and 8.2 of the Lease. If Team replacement of Facility equipment, fixtures and appurtenances thereto is necessary, the Team shall replace the same with new or completely reconditioned equipment, fixtures and appurtenances, and repair all damages done in or by such replacement. In determining whether the respective obligation is maintenance, repair or replacement, the Board and Team shall follow the test set forth on Exhibit C. The Team shall maintain detailed records relating to all maintenance, repair and replacement issues for the Leased Premises, and the same shall be made available on one (1) business days' notice from the Board for its review at the Team's offices.

The Team acknowledges and agrees, notwithstanding any responsibilities allocated to the Board on Exhibit B, the Team has the sole responsibility to make all alterations to the Facility (at its sole cost and expense) for the Facility to comply with all Triple-A professional baseball standards, rules, regulations and policies during the Term (including, but not limited to, alterations with respect to the location of the bullpens and light levels of the field lighting).

(b) Notwithstanding Section 4.1(a) above, no structural or other alterations shall be made to the Facility by the Team, including, but not limited to, any capital improvements, unless such alterations are permitted under the terms of the Lease and are approved by the Board, which approval shall not be unreasonably withheld. Further, the Team shall not make any changes to the aesthetics or content of the exterior façade, landscaping, exterior signage or interior signage which can be seen from beyond the property lines of the Leased Premises except as permitted pursuant to Section 3.1 of the Lease.

(c) The Board shall have the right to review the quality of the Team's performance of its obligations in this Section 4.1. To that end, representatives of the Board and the Team shall be afforded access at all reasonable times to the Facility. If the Team shall not fulfill such obligations to the standard set forth in this Section 4.1, the Board shall have the right to notify the Team in writing on or before December 1 of any year setting forth specifically the manner in which the Board believes that the Team failed to meet the standard, describing the actions to be taken to cure the same and stating that it will assume the obligation commencing on March 1 of the following year, if such actions are not taken by such date. If the Team does not take such actions by such date, the Board shall assume responsibility for the same as of such March 1 for the remainder of that year of the Term at the cost and expense of the Team, subject to arbitration procedures set forth herein. If the Team has not taken such actions as requested by the Board by



such date, the Board may request that the Team enter into arbitration for final disposition and decision concerning this dispute in accordance with the rules of the American Arbitration Association, which decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

(d) If the Board assumes the obligations of the Team, the Board shall use due diligence with respect to fulfilling such obligations, and as long as it uses such care, the Board shall have no liability to the Team by reason of inconvenience, annoyance, interruption or injury to the business of the Team resulting from the performance of such obligations at such times and in such reasonable manner as is calculated not to unreasonably interfere with the operation of the Facility.

**Section 4.2. Team as Operator of Facility.**

(a) As lessee of the Facility, the Team shall be responsible for the management and all aspects of the operation of the Facility, including with respect to the Activities, other than with respect to the Board's usage on the Board Usage Dates. The Team shall develop policies designed to (i) assure quality control and (ii) assure that the Facility shall be run in a way that reflects positively on the City and encourages families to attend events. The Team shall contract and pay for all services to the Facility throughout the year with respect to the Team's obligations hereunder, including, but not limited to, cleaning, grounds keeping, electricians, plumbers, carpenters, telecommunications technicians, utilities and the Team's maintenance obligations hereunder. All use and operation of the Facility must comply with all governmental laws, rules, regulations and ordinances.

(b) The Team shall obtain and maintain all necessary licenses, authorizations and

permits for operation of the Facility, including, but not limited to, licenses and permits to sell food and beverages. Provided, however, liquor licenses and permits are addressed in (c) below.

(c) All licenses and permits required for the sale of “Alcoholic Beverages” at the Facility shall be held in the name of the Board. The Board shall keep the permits in full force and effect at the expense of the Team and neither party shall take any action which would impair the Board’s ability to hold the permits. The Board shall prepare, file, and process all applications for renewals of the permits. The Team shall provide the Board with the name of the individual who is responsible for the overall management and sale of Alcoholic Beverages at the Facility. Such individual must have been a continuous and bona fide resident of the state of Indiana for the past five (5) years.

(d) The Team shall reimburse the Board within thirty (30) days of the Team’s receipt of any invoice for any and all expenses, costs (including reasonable attorneys’ fees) and other liabilities incurred, directly or indirectly, by the Board as a result of holding and maintaining the permits, including, but not limited to, the permit fees, the annual amount necessary to obtain a federal tax stamp, the costs and expenses incurred in preparing, filing, and processing all applications for renewals of the permits, and all state and local taxes due as a result of the sale and/or distribution of Alcoholic Beverages under the permits including, but not limited to, the Indiana State Sales Tax and the Marion County Food and Beverage Tax. Any unpaid amounts shall bear interest at a rate of 1-1/2% per month, eighteen percent (18%) per annum, and in the event such amounts are not timely paid, the same shall constitute an Event of Default hereunder.

(e) The Team is fully responsible for activities and operations under the Alcoholic Beverage license and the proper enforcement of applicable liquor laws and regulations.

(f) As operator of the Facility, the Team shall also be responsible for and pay for all

aspects of the operation of the Facility, including, but not limited to:

- (i) All ticketing operations, ticket sellers and ticket takers;
- (ii) All ushers and parking attendants and parking, vehicular and pedestrian circulation;
- (iii) All non-uniformed and armed security for the Facility, including security for baseball games and other events;
- (iv) Operating the scoreboard and the public address system;
- (v) Arranging for all announcers, communications and broadcasting; and
- (vi) Operating all concession and catering facilities located at the Facility.

(g) Specifically, but without limiting the generality of the Team's obligations hereunder and under the Lease, in order to provide for a secure, healthy and accessible environment for patrons, the Team shall also provide and pay for at least the following measures at each home game and at all other activities involving paid admission to the Facility:

- (i) A uniformed police officer at every event;
- (ii) Security guards at every event and at least one of the security guards shall work in the parking lot during each event for the purpose of controlling vandalism;
- (iii) Civil Volunteer Police, cadets or auxiliary officers as required by the Indianapolis Police Department for traffic control immediately following each scheduled event until traffic has disbursed so as to not hinder normal transit on the adjoining streets; and
- (iv) Qualified persons to render first aid.

(h) Except as otherwise set forth in this Agreement, the Team shall be responsible for all costs incurred by the Team in connection with the Team's operation of the Facility. The Team shall promptly pay all charges for use or consumption of sewer, gas, electricity, water and all other utility services on the Leased Premises. The Team may operate the Facility itself or hire subcontractors, in compliance with all equal opportunity laws, to perform all or any portion of the operation of the Facility with the Board's prior approval.

(i) Specifically, but without limiting the generality of the Team's obligations hereunder and under the Lease, the Team shall store garbage, trash, rubbish and other refuse in rat-proof and insect-proof containers with adequate screening to hide such garbage, trash, rubbish and refuse from view on the Leased Premises, and remove the same frequently and regularly, with adequate screening to hide such garbage, trash, rubbish and refuse from view, all at the Team's sole cost; not commit or permit waste or a nuisance upon the Leased Premises; not permit or cause odors to emanate or be dispelled from the stadium building on the Leased Premises; not permit the loading or unloading or the parking or standing of delivery vehicles outside any area designated therefor, nor permit any use of vehicles which will interfere with the use of the Facility; comply with all laws, recommendations, ordinances, rules and regulations of governmental, public, private and other authorities and agencies, including those with authority over insurance rates, with respect to the use or occupancy of the Leased Premises, and including but not limited to OSHA regulations. In addition, the Team shall use commercially reasonable efforts to cause the sidewalks adjoining the Leased Premises along Maryland and West Streets to be maintained as public sidewalks free from debris, snow and ice.

(j) The Team shall only use, or permit the use of, the Leased Premises in a dignified and ethical manner consistent with the general high standards of the operation of a baseball stadium and entertainment complex and not in a disreputable or immoral manner or in violation of national, state or local laws.

**Section 4.3. Representations and Warranties regarding the Leased Premises.**

(a) Each party represents and warrants to the other party that to the best of its knowledge, the Leased Premises and the operation thereof are not subject to any existing, pending, or threatened investigation by any governmental authority under any applicable federal,

state, or local law, regulation, or ordinance pertaining to (i) air quality, (ii) water quality or (iii) the handling, transportation, storage, treatment, usage, or disposal of Toxic or Hazardous Substances (as defined in Section 4.4) at or upon the Leased Premises.

(b) The Board represents and warrants to the Team that the Board has the full right, power and authority to execute this Agreement and to sublease the Leased Premises as provided in this Agreement and to carry out all of its obligations hereunder.

**Section 4.4. Environmental Indemnity.**

(a) The Board agrees to indemnify, defend (with counsel reasonably satisfactory to the Team), and hold the Team harmless from any claims, judgments, decrees, damages, penalties, fines, expenses, liabilities, administrative orders or losses made, issued, incurred or suffered during or after the Term arising out of or in any way relating to the presence, release, or disposal of Toxic or Hazardous Substances on or from the Real Estate at or prior to April 1, 1996 (the "Commencement Date" set forth in an original Sublease between the Board and the Team), or as a result of a breach of the environmental warranties made by the Board above, in each case except to the extent caused by the actions or omissions of the Team or its officers, employees, contractors or agents.

(b) The Team agrees to indemnify, defend (with counsel reasonably satisfactory to the Board), and hold the Board harmless from any claims, judgments, decrees, damages, penalties, fines, expenses, liabilities, administrative orders or losses made, issued, incurred or suffered during or after the Term arising out of or in any way relating to the presence, release, or disposal of Toxic or Hazardous substances on or about the Real Estate after April 1, 1996, or as a result of a breach of the environmental warranties made by the Team above, in each case except to the extent caused by the actions or omissions of the Board or its officers, employees,

contractors or agents.

(c) For purposes of this Sublease, the term “Toxic or Hazardous Substances” shall mean any material or substance that is defined, classified or listed as: (i) a “hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), as now existing or hereafter amended; (ii) a “hazardous substance” pursuant to section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now existing or hereafter amended; (iii) a “hazardous waste” pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now existing or hereafter amended; (iv) a toxic pollutant pursuant to section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1), as now existing or hereafter amended; (v) a “hazardous air pollutant” under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (vi) an “extremely hazardous substance” pursuant to section 302(a) of the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11002(a), as now existing or hereafter amended; (vii) a “toxic chemical” pursuant to section 313(c) of the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11023(c), as now existing or hereafter amended; (viii) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. § 1802(4), as now existing or hereafter amended; (ix) toxic or hazardous substances pursuant to any federal, state or local laws, regulations or ordinances now existing or hereafter enacted, adopted or promulgated; or (x) presenting a risk to human health or the environment under other applicable federal, state or local laws, regulations or ordinances, now existing or hereafter enacted, adopted or promulgated. “Toxic or Hazardous Substances” specifically includes, but is not limited to, asbestos, polychlorinated biphenyls (“PCBs”), petroleum and petroleum-based derivatives, and urea formaldehyde.

**Section 4.5. Concessions.**

(a) As operator of the Facility, the Team shall purchase, lease or contract for the purchase or lease of all concession areas and equipment. Concession operations may be reviewed and suggestions offered by the Board. Provided that any recommendations made by the Board are in the best interests of the Team and its shareholders, as determined solely by the Team's Board of Directors, the Team shall implement the recommendations of the Board.

(b) The Team shall have control over product and brand designation, pricing, quality, merchandising and staffing of concessions within the Facility with the objective of ensuring a wide variety of quality foods at reasonable prices served in unique and appealing ways. For the Board Usage Dates, the Board shall utilize the Team's concession operator.

(c) Any such concession furniture, fixtures and equipment provided by the Team or its concessionaire, whether or not the same become affixed to the Facility, shall remain the property of the Team, and if removed by the Team, such removal shall be performed in a professional manner and with any damage to the Facility being repaired by the Team.

(d) The Team agrees to maintain a level of services which will provide an effective and convenient operation of stadium food and refreshment facilities. All food, drinks, beverages, confections and other items sold or kept for sale at the Facility, including Alcoholic Beverages, shall be of the first quality, wholesome and pure, and will conform in all respects to the federal, state and city regulations, and shall be subject to inspection and approval or rejection by all governmental health officers. The Team shall post in a conspicuous place at each concession stand, permanent or temporary, a complete list of prices of all articles there offered for sale.

**Section 4.6. Revenue.**

(a) As operator of the Facility, the Team shall be entitled to receive all revenue

streams generated at the Facility, including, but not limited to, all revenues from ticket sales, suite rental, sponsorships, stadium signage and other advertising, parking, sales of concessions, novelties and clothing, sales of broadcast and telecast rights, league expansion fees and Team fundraising; provided, however that the Board shall retain any revenue from its permitted use of the Facility on Board Usage Dates as otherwise provided herein.

**Section 4.7. Marketing.**

(a) The Team shall annually develop or update its marketing plan for the operation of the Facility. Each annual plan or update shall be submitted to the Board for review and comment by January 1 of each year, commencing January 1, 2017 and throughout the Term.

(b) The objective of the Team's marketing plan shall be to maximize attendance at the Facility throughout the year (except for winter) including times other than the baseball season. The plan shall address:

- (i) Maximizing attendance at baseball games including selling season tickets, suites, promotions, etc.;
- (ii) Entertainment before, during and after games, on the field, in the stands, etc.;
- (iii) Attraction of people on a regional basis;
- (iv) Cooperation with other downtown entertainment, educational and recreational facilities, including those owned or operated by the Commission or the Board, in joint or promotional activities; and
- (v) Promotion of other events such as high school and college baseball games, concerts, festivals, convention activities, band competitions, etc.

(c) If attendance for Team games in any one season is below 500,000, the Team shall retain a consultant at the Team's expense to assist in developing the marketing plan for the next season. The consultant shall be approved by the Board. Provided that such action is in the best interests of the Team and its shareholders, as determined solely by the Team's Board of



Directors, the Team shall implement the recommendations of the consultant.

**Section 4.8. Food and Beverage.**

The Team shall provide and determine designated area(s) in the Facility wherein patrons may bring in food and non-alcoholic beverages.

**Section 4.9. No Liens.**

The Team shall not suffer any mechanics' or materialmen's lien to be filed against the Leased Premises by reason of work, labor, services or materials performed or furnished the Team. If any such lien shall at any time be filed as aforesaid, the Board or the Landlord (as defined in the Lease) may contest the same in good faith, but, notwithstanding such contest, the Team, within fifteen (15) days after the filing thereof, shall cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction, or otherwise. In the event of the Team's failure to release of record any such lien within the aforesaid period, the Board or the Landlord may remove said lien by paying the full amount thereof or by bonding or in any other manner the Board or Landlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that the Team may contest the propriety or the amount thereof, and the Team, upon demand, shall pay the Board or Landlord, as applicable, the amount so paid out by such party in connection with the discharge of said lien, together with reasonable expenses incurred in connection therewith, including reasonable attorneys' fees. Nothing contained in this Sublease shall be construed as any consent on the part of the Board or the Landlord to subject the Board's or the Landlord's estate in the Leased Premises to any lien or liability under the lien laws of the State of Indiana.

**ARTICLE V**  
**TAXES**

The Team shall be responsible for the payment of all ad valorem taxes legally imposed,

assessed or levied against the Team's personal property and for the payment of all transaction privilege taxes, sales taxes or other similar excise taxes legally imposed, assessed or levied against the Team on account of ticket, concession and similar sales or transactions at the Facility.

The Team shall pay the monthly food and beverage taxes to the Indiana Department of Revenue with the appropriate completed county food and beverage tax return by the twentieth day of each month. The tax return shall continue to be filed under the Board's Food and Beverage Reporting Number which has previously been assigned. The Team shall send a copy of each tax return and proof of payment of the tax to the Board by the twenty-fifth day of each month. The Team shall indemnify the Board for any tax liability.

The Board shall pay all taxes and special assessments, if any, which may be levied, asserted or assessed upon the Leased Premises based on the value of real property, including real estate taxes, any tax substituted for or equated with real estate taxes or based on value or assessed or estimated value, levied, asserted or assessed against the Team by reason or on account of or measured by any leasehold interest, possessory interest or proprietary interest, or other interest, privilege or right existing or asserted to exist under real estate or interest in real estate (whether held to be real or personal or mixed) or by virtue of this Agreement.

The Board shall reimburse the Team for the amount of Discriminatory Taxes (as defined below) incurred by the Team, which reimbursement shall be made by the Board no later than the 15<sup>th</sup> of the month following the month in which the Board is in receipt of an invoice therefor from the Team, along with reasonable supporting documentation of the payment of such amount, assuming that the Board received such invoice on or prior to the 25<sup>th</sup> of such month (or if receipt occurs after the 25<sup>th</sup> of a month, the Board shall pay such amount no later than the 15<sup>th</sup> of the second following month). For purposes of this Agreement, a Discriminatory Tax shall be

deemed to have been incurred by the Team whether such Discriminatory Tax is levied upon the Team, its employees or upon any of its employees, agents, contractors, invitees, patrons, licensees, customers, attendees, spectators, ticket holders, visiting Triple-A professional baseball teams or press and media personnel to whom Team has given the right or a license to use or occupy the Facility in accordance with the terms and conditions of this Sublease.

For purposes of this Agreement, "Discriminatory Taxes" shall mean any tax, user fee or other monetary obligation, fee, charge or penalty imposed or increased after the date first above written directly or indirectly by the Board, MCCRFA, the County of Marion, Indiana or the City of Indianapolis, Indiana, or any affiliate or related municipal entity of any of the foregoing (except as specifically mandated or required to be so imposed or increased by the State of Indiana or any other state or federal governmental entity), associated with attendance or participation of any entity or person at any event at the Facility, the licensing of any Facility suite, or the income derived by the Team or its employees as a result of Triple-A professional baseball Activities, which tax, user fee or other mandatory obligation, fee, charge or penalty is not imposed in a proportionate and comparable manner upon those entities or persons attending or participating in events in all venues owned, controlled or operated, directly or indirectly, by the Board, MCCRFA, the County of Marion, Indiana or the City of Indianapolis, Indiana, or any affiliate or related municipal entity of any of the foregoing, and seating more than five thousand (5,000) persons, including Lucas Oil Stadium and Banker's Life Fieldhouse and any other venue in which professional basketball, baseball, football, hockey, soccer or any other professional sport is then played, the licensing of suites in such venues, the rental payments made by the tenants of such venues, or the income derived by the tenants of such venues or such tenants' employees.

**ARTICLE VI**  
**INSURANCE**

**Section 6.1. Team's Insurance.**

During the Term, the Team shall carry and maintain, at its sole cost and expense:

(a) Special cause of loss (or equivalent basis) insurance, subject to no more than a \$25,000 deductible, but any amounts deducted shall be the responsibility of the Team, for the Facility, Team's personal property and fixtures, and any improvements thereto, providing coverage against physical loss, damage and destruction by fire, earthquake, flood, vandalism, boiler and/or mechanical breakdown and eruption, off-premises power failure, terrorism (TRIA) and other perils with limits sufficient to cover the full 100% replacement cost of the Facility and any improvements thereto, as such value may increase and decrease from time to time. Flood and earthquake can be insured at mutually approved sub-limits of at least \$5 Million each. The Board and the Commission shall each be named as an additional insured and loss payee on such policy. The Team shall increase the building limit by the greater of 2% annually or the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Wage Earners and Clerical Workers, United States Average, Subgroup "All Items" (1982 – 1984 = 100). Notwithstanding the foregoing, if the Board, in good faith, believes that such building coverage is inadequate, the Board may request that the Committee review and make a recommendation as to the proper amount of building coverage;

(b) Except as otherwise provided by contractors and subcontractors, builders risk insurance for any construction, alterations or improvement activity undertaken with respect to the Facility, whether by the Team, the Board or the Commission;

(c) Commercial general liability insurance, including bodily injury, property damage, contractual products liability, and liquor liability coverage (the responsibility for the latter may

be assigned to Team's vendor), with the following limits:

Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed	
Operations Aggregate	2,000,000
Personal Injury &	
Advertising Injury	1,000,000
Medical Expense (Any One Person)	1,000
Damage to Rented Premises	100,000
Included Contractual Liability	1,000,000
Included Liquor Liability	1,000,000
Include Federal Terrorism (TRIA)	

(d) Worker's compensation insurance in accordance with the laws of the State of Indiana;

(e) Employer's liability, with the following limits:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	1,000,000	Policy Limit
Bodily Injury by Disease	1,000,000	Each Employee

(f) Rental and business interruption insurance (with Team as beneficiary), including off-premises power service coverage, with exclusions from coverage mutually agreeable to the parties, covering at least loss of rents, loss of income and extra expenses, in each case for a period of at least one (1) year;

(g) Automobile liability for owned, non-owned and hired vehicles, including uninsured and underinsured with limits of not less than \$1,000,000;

(h) Blanket employee dishonesty coverage with at least a \$200,000 limit and covering all funds or property held by the Indians on behalf of the Board or Commission; and

(i) Umbrella or excess liability coverage in a minimum of \$10,000,000 per occurrence and \$10,000,000 in the aggregate, providing limits that follow form referenced in subparts (c), (e) and (g) above. The policy shall contain coverage for terrorism and a retention of

not more than \$10,000, but any amounts retained shall be the responsibility of the Team. The policy shall not contain any exclusion except those customarily contained within the coverage form on such policies. If coverage is on an excess form, CIB reserves the right to both review and approve said coverage on an annual basis. The Team agrees that it shall increase excess or umbrella coverage, if necessary, consistent with its industry. If the Board, in good faith, believes that this coverage is inadequate, the Board may request that the Committee review and make a recommendation as to the proper amount of excess or umbrella coverage.

**Section 6.2. Waiver of Subrogation.**

(a) It is the intent of the parties that the risk of loss or damage arising out of or relating to this Agreement should be borne by insurance to the extent of available coverage. Accordingly, the Board and the Team waive all rights against each other and the Landlord (and against their respective agents, employees, representatives and/or insurers) for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such other party (its agents, employees and/or representatives); provided, however, that: (i) this waiver of rights shall only be applicable to the extent of insurance proceeds actually paid to the parties suffering such loss or damage; and (ii) this waiver of rights shall in no way diminish the indemnity obligations of the Team as set forth in Section 6.5 hereof.

(b) Said waiver of rights shall be in addition to, and not in limitation or derogation of, any other waiver of release contained in any related agreement with respect to any claim of the Team or the Board. Inasmuch as the waiver of rights shall mean that neither party shall be liable to the other party hereto or to any insurance company (by way of subrogation or otherwise) and

will preclude the assignment of any of such claim(s) (by way of subrogation or otherwise) to an insurance company (or any other person), the Team and the Board shall give written notice of the terms of this mutual waiver of rights to their respective insurers and shall have their insurance policies endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of this waiver of rights.

**Section 6.3. Insurance Criteria.**

All policies of insurance required to be maintained by this ARTICLE VI (a) shall be issued by insurance companies licensed to do business in the State of Indiana, and having an A.M. Best Rating of A- or better; (b) shall provide, unless the Team's commercially reasonable efforts to confirm the same are unsuccessful, that such policies shall not be cancelled or modified as to scope or amount of coverage, unless thirty (30) days prior written notice is given to the Board and Landlord; (c) shall have notice of non-payment and non-renewal sent by the carrier to the Board and the Landlord promptly thereafter; (d) shall be the primary policies, not contributing with or in excess of the coverage that the Board or the Landlord may carry; (e) shall be permitted to be maintained within a blanket policy or an umbrella policy; (f) shall contain Federal Terrorism insurance to the limits required by law for all policies; (g) shall name the Board, the Landlord and their respective officers, directors, members, agents and employees as additional insureds and loss payees with respect to the policies to be maintained by the Team listed in ARTICLE VI, except with respect to the worker's compensation policies; and (h) shall be subject to the Board's review for proper limits and coverages upon written request therefor. The Team agrees to (i) provide at least sixty (60) days prior written notice of any non-renewal of and (ii) provide prompt notice to the Board and the Landlord upon any non-payment for any of the insurance coverage required to be maintained by the Team hereunder.

**Section 6.4. Evidence of Insurance.**

On or before the Commencement Date and upon the date of renewal of the policies of Insurance that the Team is required to maintain pursuant to this ARTICLE VI, the Team shall deliver to the Board and the Landlord certificates of insurance evidencing such insurance. Such certificates shall specify the types and amounts of coverage evidenced thereby, the waiver of subrogation described in Section 6.2 above, and the insurance criteria described in Section 6.3 above. The Team shall maintain and renew or replace all policies of insurance for which it is responsible pursuant to this ARTICLE VI for the entire Term.

**Section 6.5. Indemnity.**

The Team agrees to indemnify and hold harmless the Board, the Landlord and their respective officers, directors, employees and agents, from any and all actions, causes of action, demands, and claims of any nature whatsoever for injury to or death of persons or loss of or damage to property in any way arising out of (a) the Team's failure to fulfill any of its duties or obligations hereunder, including without limitation the maintenance, repair or replacement of the Facility, or any portion thereof, as contemplated by this Agreement after the Commencement Date, (b) all possession, use, occupancy or operation of, and capital improvements to, the Leased Premises hereunder and (c) the Team's breach of any of its representations, warranties or covenants contained hereunder, in each case except to the extent the Team shall be entitled to indemnity by the Board hereunder. The Board agrees to indemnify and hold harmless the Team and its officers, directors, employees and agents, from any and all actions, causes of action, demands and claims of any nature whatsoever for injury to or death of persons or loss of or damage to property in any way arising out of (a) the Board's improvement, repair or replacement of the Facility, or any portion thereof as contemplated by this Agreement after the



Commencement Date, (b) the Board's possession, use or occupancy of the Facility on a Board Usage Date as set forth in Section 3.7 and (c) the Board's breach of any of its representations, warranties or covenants contained hereunder, in each case except to the extent the Board shall be entitled to indemnity by the Team hereunder.

**ARTICLE VII**  
**LOSS OF FACILITIES**

**Section 7.1. Eminent Domain; Condemnation.**

(a) During the Term, the Board agrees that it shall not exercise the right of eminent domain for itself, or for any other unit of local government, to acquire all or any portion of the Leased Premises.

(b) If all of the Leased Premises or the use thereof is taken by power of eminent domain, condemned or sold in lieu of condemnation proceedings, this Agreement shall automatically terminate on the earlier to occur of (i) the date on which title to the Facility vests in the condemning authority, or (ii) the date on which the Team is dispossessed of the Facility.

(c) If a portion of the Leased Premises or the use thereof is taken by power of eminent domain, condemned or sold in lieu of condemnation proceedings and such taking materially affects Team's ability to utilize the Leased Premises, the Team shall have the right to terminate this Agreement effective as of the earlier to occur of (i) the date on which title to the condemned portion of the Leased Premises vests in the condemning authority, or (ii) the date on which the Team is dispossessed of the portion of the Leased Premises, by giving written notice to the Board within sixty (60) days after the Team's receipt of notice of the partial condemnation.

(d) If a portion of the Leased Premises or the use thereof is taken by power of eminent domain, condemned or sold in lieu of condemnation proceedings and the Team does not

terminate this Agreement pursuant to the terms and conditions of Section 7.1(c) above, (i) this Agreement shall be deemed terminated with respect to only the condemned portion of the Facility or use thereof; and (ii) the Board shall, at its sole cost and expense to the extent of an award received by the Board under Section 7.1(e), promptly make any repairs and restoration that the Team deems reasonably necessary as a result of such condemnation.

(e) Each party shall have the right to seek, at its sole cost and expense, any award to which it might be entitled as a result of any condemnation of all or any portion of the Leased Premises or the use thereof. Neither party shall have any rights to any award made to the other.

(f) If all or a portion of the Leased Premises or the use thereof is temporarily condemned, this Agreement shall remain in full force and effect.

**Section 7.2. Damage to the Facility.**

If the Facility or any portion thereof is damaged or destroyed by fire or any other casualty, then neither party shall have the right to terminate this Agreement but the Board shall promptly employ commercially reasonable efforts to restore and repair the Facility as soon as reasonably possible to a condition substantially similar to that prior to such damage or destruction and the Term shall be extended by the period of restoration and repair. To that end, the Board shall use all insurance proceeds available for such purposes and the Team shall assign any applicable proceeds to the Board. The Board's obligation hereunder shall not exceed such proceeds.

**ARTICLE VIII**  
**DEFAULTS AND REMEDIES**

**Section 8.1. Default by the Team.**

(a) An Event of Default by the Team shall be deemed to have occurred under this Agreement if:

- (i) It fails to observe or perform any other obligation, condition or covenant on its part to be performed or observed hereunder, and such failure remains uncured for more than 30 days after the Team's receipt of written notice of such failure from the Board (or such longer period as may be reasonably necessary to effect such cure, if such cure cannot be effected within such 30 day period using reasonable efforts);
- (ii) The Team's interest in and to the Facility or this Agreement is taken by process of law directed against the Team, or is subject to attachment by any creditor or claimant of the Team, and such attachment is not discharged or disposed of within 30 days after levy thereof;
- (iii) The Team (A) admits in writing its inability to pay debts generally as they become due, (B) makes an assignment for the benefit of creditors, (C) applies for or consents to the appointment of a receiver, trustee or liquidator of the Team or substantially all of the Team's assets, (D) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under any bankruptcy or insolvency laws, or (E) files an answer admitting the material allegations of a petition filed against the Team in any bankruptcy, reorganization or insolvency proceedings;
- (iv) A court enters an order, judgment or decree, without the application, approval or consent of the Team, approving a petition (A) seeking reorganization of the Team under any bankruptcy or insolvency law, (B) appointing a receiver, trustee or liquidator for the Team or substantially all of the Team's assets, or (C) adjudicating the Team as bankrupt or insolvent, and such order, judgment or decree is not vacated, stayed or set aside within 45 days after its date of entry; or
- (v) The Team loses its franchise due to its negligence, willful misconduct or material violation of league rules.

(b) If the Team shall be deemed in default under this Agreement pursuant to the terms and conditions of Section 8.1(a) above, the Board shall be entitled to seek only the following exclusive remedies:

- (i) Seek monetary damages;
- (ii) Cure such default on behalf of the Team and bill the Team for all costs incurred by the Board to effect such cure, including reasonable attorneys' fees incurred by the prevailing party;
- (iii) Seek specific performance for enforcement of the Board's rights or Team's obligations under this Agreement; and
- (iv) Then, only following the failure of all of the Board's other remedies,

terminate this Agreement upon written notice to the Team.

**Section 8.2. Default by the Board.**

- (a) An Event of Default by the Board shall have occurred under this Agreement if:
  - (i) The Board fails to perform or observe any obligation or condition on its part to be performed or observed hereunder that relates to the Team's right to use and operate the Facility, subject to the rights of use by the Board; or
  - (ii) The Board fails to perform or observe any other obligation or condition on its part to be performed or observed hereunder, and such failure remains uncured for more than 30 days after the Board's receipt of written notice of such failure from the Team (or such longer period as may be reasonably required to effect such cure if such cure cannot be effected within such 30 day period using reasonable efforts).

(b) If the Board shall be deemed in default under this Agreement pursuant to the terms and conditions of Section 8.2(a) above, or if an Event of Default by the Board exists under the terms of the Lease with the Commission (as defined therein), the Team shall be entitled to seek only the following exclusive remedies:

- (i) Seek monetary damages;
- (ii) Cure such default on behalf of the Board and bill the Board for all costs incurred by the Team to effect such cure, including reasonable attorneys' fees incurred by the prevailing party;
- (iii) Seek specific performance for enforcement of the Team's rights or Board's obligations under this Agreement or the Lease; and
- (iv) Then, only following the failure of all of the Team's other remedies, terminate this Agreement upon written notice to the Board.

**Section 8.3. Remedies Cumulative.**

Except as expressly limited in this ARTICLE VIII, the remedies described herein are cumulative and are not intended to be exclusive of any other remedies to which the parties may be entitled at law or in equity. The failure of a party to (a) insist in any one or more instances upon the strict performance or observance of any of the obligations or conditions of this

Agreement by the other party, or (b) exercise any remedy contained herein for any nonperformance or nonobservance of any obligation or condition by the other party, shall not be considered a waiver of such party's rights to later insist upon performance or observance or to exercise its remedies. Additionally, the exercise or commencement of the exercise of any right or remedy by either party shall not preclude the simultaneous or later exercise of any or all other rights and remedies available to such party.

**Section 8.4. Specific Performance.**

(a) The Team hereby acknowledges, agrees and stipulates that (i) the public economic, civic and social benefits from the Team playing baseball games at the Facility are unique, extraordinary and immeasurable, (ii) the subject matter of this Sublease and the Lease are unique, (iii) the Board, the City of Indianapolis, Marion County, the State of Indiana and the public at large will suffer immediate, unique and irreparable harm for which there would be no adequate remedy at law in the event that the Team breaches any obligation under ARTICLE IV and ARTICLE XIV hereunder, and (iv) money damages for any such breach could not adequately compensate the Board or the community.

(b) The Team hereby further acknowledges, agrees and stipulates that (i) in addition to all other remedies to which the Board may be entitled, the Board shall be entitled, after posting bond or other security as may be required by a court of competent jurisdiction and without any further showing of irreparable harm, balance of harms or the inadequacy of money damages as a remedy, to obtain from a court of competent jurisdiction specific performance and any other temporary, preliminary or permanent injunctive relief for any breach or threatened or imminent breach of any obligation under ARTICLE IV and ARTICLE XIV hereunder and (ii) the administration of a properly-tailored order for such relief under such circumstances would

not be impractical.

(c) The Team hereby expressly waives the right to assert any claim contrary to any of the acknowledgments and stipulations set forth in Section 8.4 of this Sublease.

**ARTICLE IX**  
**[INTENTIONALLY LEFT BLANK]**

**ARTICLE X**  
**SALE OF TEAM SHARES OR ASSETS**

**Section 10.1. Sale of Shares.**

The shareholders of the Team may sell their shares at any time without restriction. Such transferability of shares of Team shall in no way affect the enforceability of this Agreement.

**Section 10.2. Sale of Assets.**

The Team may only sell or otherwise transfer all or substantially all of its assets (including the franchise and this Agreement) to another entity upon (a) approval of (i) the International League or the current Minor League Baseball Association governing the Team, (ii) National Association of Professional Baseball Leagues, and (iii) the Office of the Commissioner of Baseball, (b) the acceptance of an assignment of this Agreement by such transferee in a form reasonably acceptable to the Board and (c) compliance with the terms of Section 10.3 below; provided, however, that the parties expressly agree that the transfer of the Team's assets shall in no way entitle the transferee to avoid performance of any term hereof, including, but not limited to, the obligation of the Team to play its home games in the Facility as required by ARTICLE XIV hereof.

**Section 10.3. Right of First Refusal.**

During the Term of this Agreement, if the Team shall desire to sell all or substantially all of the assets of the Team contemplated by, and subject to the conditions of, Section 10.2 above, or the team shall enter into meaningful negotiations with a third party in that respect (such

'meaningful negotiations' to be defined as trading drafts of a term sheet, letter of intent, purchase and sale agreement or other similar document), then the Team shall deliver written notice to the Board advising the Board of such desire and/or that such negotiations have commenced and identifying the party with whom the Team is negotiating, provided that the Board shall maintain the identity of such party as confidential to the extent permitted by applicable law. If the Team has notified the Board of meaningful negotiations and is prepared to accept an offer ("Acceptable Offer") from an offeror ("Offeror"), the Team shall deliver to the Board written notice of the Acceptable Offer together with a copy of the Acceptable Offer, which Acceptable Offer shall be maintained as confidential by the Board to the extent permitted by applicable law. The Board shall have a right of first refusal to match any Acceptable Offer received by the Team to sell all or substantially all of the assets of the Team contemplated by, and subject to the conditions of, Section 10.2 above. The Board must exercise such right by providing written notice to the Team within the longer of (i) forty-five (45) days after the Board receives a copy of the Acceptable Offer or (ii) ninety (90) days after the Board receives notice that meaningful negotiations have commenced. The Board shall have an additional ninety (90) days following the date of the Board notice of the exercise of such right to close such transaction on the same or better terms than the Acceptable Offer. The Board's right hereunder is expressly assignable. The Team shall use its best efforts to obtain all necessary league and shareholder approvals for such transaction. In the event the Team, despite its best efforts, does not receive all necessary league or shareholder approvals, the Team may enter into a transaction with such Offeror pursuant to the terms of the Acceptable Offer, provided such transaction closes within 365 days of the Board's receipt of written notice of the Acceptable Offer from the Team. If the Team does not close such transaction with such Offeror in the specified 365 day period, or a new or revised Acceptable

Offer is received, then the Board shall have the same right of first refusal first referenced in this Section for such revised offer and all other new or subsequent offers to purchase all or substantially all of the assets of the Team. Notwithstanding anything to the contrary herein, the right of first refusal under this Section 10.3 shall not be applicable to any Acceptable Offer that includes an agreement by the purchaser to extend the Term of this Sublease for a period not less than five years (5) years upon the same terms and conditions as set forth in this Sublease.

**Section 10.4. Team's Right to Terminate Agreement.**

Notwithstanding any provision of this Agreement to the contrary, the Team shall have no further obligations under this Agreement only after the occurrence of one (1) of the following:

- (i) a major league baseball franchise is located in the Indianapolis area and the Team is therefore prohibited from continuing a minor league franchise in the Indianapolis area;
- (ii) the Team terminated this Agreement under Section 8.2(b)(iv);
- (iii) the International League, or any other league in which the Team is a member, ceases operations; provided that Team shall make good faith efforts to continue to play professional baseball, in which case this Agreement shall remain in effect; or
- (iv) the International League, or any other league in which the Team is a member, mandates changes to the Facility that are equally applicable to all teams in such league and which changes are not permitted under the terms of the Lease or Section 4.1(b) of this Sublease.

**ARTICLE XI**  
**ASSIGNMENT AND SUBLETTING**

**Section 11.1. Assignment.**

This Agreement may not be assigned by the Team except as part of the sale of the assets of the Team as provided for in Section 10.2 hereof. The Board shall have no authority to deny the assignment as part of the sale of assets of the Team unless: (a) it determines that the prospective assignee is not creditworthy to fulfill its obligations hereunder as determined by a



third party qualified credit analyst, such as a financial institution, selected by Team and the Board, and/or (b) finds that prospective transferee or its controlling principals have felony convictions or have controlling interests in businesses which engage in pornography or related enterprises. In the event that the Board denies the assignment for the reasons set forth in this ARTICLE XI, Team shall continue to perform its obligations hereunder until a suitable assignee is selected by Team.

**Section 11.2. Sub-Sublease.**

The Team shall obtain the approval of the Board, not to be unreasonably withheld, of the sub-sublease of certain areas of the Facility, by way of example and not limitation, restaurant and related retail facilities.

**ARTICLE XII  
RIGHT TO NAME FACILITY AND ADVERTISING RIGHTS**

The parties agree that Team shall have the right to name the Facility with the approval of the Board, not to be unreasonably withheld. The Team shall not display any signage, commercials, boards or other advertising, marketing or promotional materials with content, incorporating any of the areas set forth on Exhibit E attached hereto.

**ARTICLE XIII  
BOARD RIGHTS**

The Team shall provide the Board the right to utilize at no cost ten (10) season tickets to Team home games and with no cost, two (2) suites at a location mutually agreeable to the parties and four (4) VIP parking spaces for purposes of business cultivation for the City of Indianapolis and ICCLOS.

**ARTICLE XIV  
ADDITIONAL COVENANTS OF TEAM AND BOARD**

The Team makes the following additional covenants for the entire Term of this

Agreement:

(a) The Team shall maintain its good standing with the International League or its successors;

(b) The Team shall conduct its play as a Triple-A team;

(c) The Team shall play approximately half of its baseball games at home, and all home games at the Facility;

(d) The Team agrees that pricing of baseball tickets and concessions shall be in amounts so as to encourage and facilitate attendance by families to all baseball games in the Facility;

(e) The Team agrees to continue to make commercially reasonable efforts to utilize modern ticketing systems in order to maximize ticket distribution throughout Indiana; and

(f) Upon request of the Board, senior executives or directors of the Team will meet with the Board on an annual basis during the Board's regularly scheduled February or March meeting (which meetings will be open to the public) to review the status of facility maintenance and capital improvements, plans and requests for capital improvements, etc. In addition, upon request of the Board, the Team will report to the officers of the Board (either in person or in writing at the Board's discretion) annually which reports shall cover such topics as the Board requests in its discretion.

The Board, and its successors or assigns, covenants that for the Term of this Sublease and any extension thereof, it shall not offer any financial incentives, or assist in establishing or locating, any other professional baseball franchise or organization within Marion County. "Financial incentives" shall include, but not be limited to, cash payments, tax abatements, transferring interests in real estate or personal property, loans, guarantees or any other form of



100 South Capitol Avenue  
Indianapolis, IN 46225  
E-mail: barney.levengood@icclos.com

With a copy to:

Bingham Greenebaum Doll LLP  
2700 Market Tower  
10 West Market Street  
Indianapolis, IN 46204-2982  
Attn: W. Tobin McClamroch, Esq.  
David R. Prechtel, Esq.  
E-mail: tmccclamroch@bgdlegal.com  
dprechtel@bgdlegal.com

If to the Team, to:

President  
Indians, Inc.  
501 West Maryland Street  
Indianapolis, IN 46225  
E-mail: max@indyindians.com

With a copy to:

Krieg DeVault LLP  
One Indiana Square, Suite 2800  
Indianapolis, IN 46204-2017  
Attn: Michael J. Messaglia, Esq.  
E-mail: mmessaglia@kdlegal.com

Either party may from time to time designate a different address for notices by giving notice to that effect to the other party in accordance with the terms and conditions of this ARTICLE XVI.

## **ARTICLE XVII** **MISCELLANEOUS**

### **Section 17.1. Force Majeure.**

Wherever there is provided in this Agreement a time for the performance of any obligation other than the payment of a sum certain, the time provided therefor shall be extended for as long as and to the extent that delay in compliance with such time limitation is due to an act of God or other factors beyond the reasonable control of such party.

### **Section 17.2. Partial Invalidity.**

If any provision of this Agreement or its application to any party or circumstances shall

be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances, other than those as to which it is so determined invalid or enforceable to any extent, shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

**Section 17.3. Obligations of the Board and the Team.**

The obligations and undertakings of the Board and the Team under or pursuant to this Agreement are and shall be the obligations solely of the Board and the Team. No recourse shall be had, whether in contract, in tort or otherwise against any officer, director, employee, agent, member, volunteer or representative of the Board or the Team in his or her individual capacity on account of any obligation or undertaking of or any act or omission by the Board or the Team under or pursuant to this Agreement.

**Section 17.4. Time of the Essence.**

Time is of the essence with respect to all provisions of this Agreement. Accordingly, subject to applicable grace and cure periods provided for herein and the terms and conditions of ARTICLE VIII above, the failure of either party to perform any act strictly within the applicable period specified herein shall entitle the other party to exercise all rights and remedies contemplated hereby.

**Section 17.5. Successors and Assigns; Third Party Beneficiary.**

This Agreement and all terms and conditions contained herein shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. The Landlord is an intended third party beneficiary of this Sublease as its interest appear.

**Section 17.6. Entire Agreement.**

This Agreement, together with the Lease and all exhibits attached hereto, which are incorporated herein by reference, constitutes the entire and exclusive agreement between the Board and the Team relating to the Team's use of the Facility during the Term. This Agreement may not be modified or terminated, nor any of its provisions waived, except by an agreement in writing signed by the party against whom the enforcement of any such modification, termination or waiver is sought. All prior agreements and understandings relative to the use, possession or occupancy of the Facility by the Team are deemed merged herein or hereby revoked. Effective as of the Commencement Date, this Sublease shall supersede and replace the Sublease Agreement dated in 1994 (the "Prior Sublease") by and between the Board and the Team, provided the terms of the Prior Sublease shall survive and continue to govern all matters arising under the Prior Sublease, including without limitation all indemnity obligations thereunder. The Board shall not amend, modify or terminate the Lease in any manner that the rights and obligations of the Team are negatively affected without the prior written consent of the Team, which consent may be given or withheld in the sole discretion of the Team.

**Section 17.7. Representations.**

Each party hereby represents and warrants to the other that, it has all necessary right, power and authority to enter into this Agreement, provided that with respect to the Board's authority to sublease the Leased Premises is contingent upon the satisfaction of the conditions in Section 3.6. Additionally, each party represents and warrants that the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by each party hereunder have been duly authorized by all necessary action of the Team and the Board.

**Section 17.8. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state courts of Indiana or the U.S. District Court for Southern District of Indiana, Indianapolis Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedure prescribed by law.

**Section 17.9. Arbitration.**

(a) Each party shall promptly serve a notice to the other party advising of its desire for arbitration pursuant to Section 3.5 and Section 4.1 and shall request the American Arbitration Association to submit a list of proposed arbitrators who are generally familiar with the subject-matter involved in the dispute and from which an arbitrator shall be selected by the following method: each party shall strike any names from the list deemed unacceptable, number the remaining names in order of preference, and return the list to the American Arbitration Association. The American Arbitration Association shall then invite an arbitrator to serve from among those names remaining on the list, in the designated order of mutual preference.

(b) The ruling of the arbitrator shall be binding upon the parties hereto. The arbitrator shall follow the Commercial Arbitration Rules of the American Arbitration Association. Either party shall have the right to secure a mandatory injunction in any court of competent jurisdiction to enforce any final order of the arbitrator. If the arbitrator's decision is in favor of a party, all direct costs incurred by the other party in making the required maintenance, repair, replacement or capital improvement shall be reimbursed to such party within thirty (30) days after presentation of a statement therefor, together with interest at a rate of 1-1/2% per month,

eighteen percent (18%) per annum. Costs of the parties shall be paid as determined by the arbitrator.

(c) Arbitration under this Agreement shall be mandatory for matters contemplated by Section 3.5 and Section 4.1. Arbitration shall not be required for any other matters unless the parties mutually agree to submit such dispute to arbitration.

IN WITNESS WHEREOF, the parties have executed this Sublease Agreement as of the date first above written.

**“BOARD”**

**“TEAM”**

**CAPITAL IMPROVEMENT BOARD OF  
MANAGERS OF MARION COUNTY,  
INDIANA**

**INDIANS, INC.  
d/b/a INDIANAPOLIS INDIANS**

By: \_\_\_\_\_  
Earl Goode  
President

By: \_\_\_\_\_  
Max B. Schumacher  
Chairman and President

KD\_6956822\_4.docx

14788371v25



## EXHIBIT A

### REAL ESTATE

Beginning at the intersection of the Eastern channel line of White River (being also the Western boundary of vacated Water Street) with the Southern 31.5 foot right-of-way line of relocated Washington/Maryland Street per plans for project no. IX-B176(4), the next six (6) courses being along said line: 1) South 88 degrees 03 minutes 59 seconds East (bearings based on Indiana State Plane Coordinate System, East Zone) along a variable width right-of-way 198.26 feet to the beginning of a non-tangent curve concave Northwesterly having a central angle of 42 degrees 26 minutes 03 seconds and a radius of 542.72 feet; 2) thence Easterly and Northeasterly along said curve and 44.5 foot right-of-way an arc distance of 401.95 feet (said arc being subtended by a chord having a bearing of North 58 degrees 09 minutes 03 seconds East and a length of 392.82 feet) to the Point of Tangency thereof; 3) North 36 degrees 56 minutes 01 seconds East along said 44.5 foot right-of-way 296.92 feet (296.87 feet, plan) to the Point of Curvature of a curve concave Southeasterly having a central angle of 55 degrees 03 minutes 03 seconds and a radius of 413.87 feet; 4) thence Northeasterly and Easterly along said curve and 44.5 foot right-of-way an arc distance of 397.65 feet (said arc being subtended by a chord having a bearing of North 64 degrees 27 minutes 33 seconds East and a length of 382.53 feet) to the end thereof; 5) thence South 87 degrees 47 minutes 21 seconds East along a variable right-of-way 86.10 feet to a point where said right-of-way is 44.84 feet wide; 6) thence South 87 degrees 58 minutes 42 seconds East along a variable right-of-way 247.81 feet to a point where said right-of-way is 45 feet wide; being also on the West right-of-way of West Street per plans for project IX-B029(2), the next two (2) courses being along said line; 1) South 44 degrees 03 minutes 19 seconds East 38.45 feet to a point on the 50 foot right-of-way of said street; 2) South 02 degrees 18 minutes 56 seconds West along a variable right-of-way 739.99 feet to a point where said right-of-way is 65 feet wide; thence North 79 degrees 48 minutes 15 seconds West 496.79 feet; thence North 87 degrees 55 minutes 00 seconds West 152.81 feet to a point on the North face of an existing retaining wall; thence North 87 degrees 57 minutes 01 seconds West along the North face of said wall and the prolongation thereof 764.47 feet to the Eastern channel line of White River, being also the Western boundary of vacated Water Street; thence North 19 degrees 35 minutes 14 seconds East along said Eastern channel line 58.79 feet to the POINT OF BEGINNING.

**EXHIBIT B**

**VICTORY FIELD MAINTENANCE RESPONSIBILITY EXHIBIT**

ISSUE/SYSTEM	BOARD	TEAM
Asphalt	Replace (or scarify and resurface) at end of useful life, approximately 20-25 years  (As part of any major repair e.g. scarifying, Board would be responsible to stripe)	Maintain and repair  (Seal, stripe, re-coat and make repairs, e.g. potholes)
Back Flow Preventers	Replace at end of useful life, approximately 30-40 years	Maintain and repair plus yearly inspections by Water Company
Banner Poles (West and Maryland Streets)	Replace at end of useful life, approximately 30-35 years	Maintain and repair
Carpet	No responsibility	Maintain, repair and replace as needed
Cast in Place and Pre-Cast Concrete	Replace at end of useful life, approximately 20-80 years  (Sidewalks, curbs, decks, walls, columns, foundations, lower bowl seat risers, precast upper deck seating tubs and outfield retaining wall)  Structural repair or replacement (e.g. Broken material, major cracks wider than ¼ inch, crumbling, major spalling, exposed rebar, etc).	Maintain and make repairs (where repairs are possible)  (Cosmetic repair (e.g. Minor cracks (¼ inch or less), minor spalling and chipping, crack sealing, etc.)
Ceilings	Replace as needed  (Hard Ceilings and concourse Ceiling Grid)	Maintain, repair and replace as needed  (Suspended Ceilings)

ISSUE/SYSTEM	BOARD	TEAM
Civil – (Storm Drains, Sanitary Sewers, Field Drains)	Replace at end of useful life, approximately 30-50 years  (Catch basins, storm piping, sewer lines and field drainage sub-soil system)	Maintain and repair
Club Houses & Auxiliary Locker Rooms	Replace at end of useful life approximately 20-25 years  (Mill work, tile, metal and wooden lockers)	Maintain and repair
Concession Stands	Replace at end of useful life approximately 20-25 years  (Mill Work, front s/s counters, roll doors (frontline), fly fans and grease traps)	Maintain, repair and replace as needed  (All concession equipment, Beer & Soda distribution equipment, hoods & associated fire suppression equipment, hand sinks & three compartment sinks, coolers)
Domestic Hot Water w/ Storage Units	Replace at end of useful life approximately 25-35 years  (Main piping system, insulated tanks, circulating pumps, Valves 4" & above - butterfly-gate-ball-plug-check bypass, softener, mixing valves, controls/electronics)	Maintain, repair and replace as needed  (Electric circulating motors, burners, anode rods, Valves under 4" - butterfly-gate-ball-plug-check bypass)
Doors & Frames	Replace at end of useful life, approximately 20-60 years  (Doors, hinges and frames)	Maintain, repair and replace as needed  (Locksets, doorknob and closures)
Drinking Fountains	Replace at end of useful life, approximately 30-60 years  (China and/or Stainless Steel Basin)	Maintain, repair and replace  (Valve, spigot & drain)
EIFS (Exterior Insulation Finishing System)	Replace at end of useful life, approximately 25-35 years	Maintain and repair

ISSUE/SYSTEM	BOARD	TEAM
Electrical	<p>Replace at end of useful life, approximately 30-60 years</p> <p>(Main Switch Gear, distribution wire and associated conduit from switch gear out to panel boxes-Panel Boxes plus Transformers, wire out to fixtures).</p>	<p>Maintain, repair and replace as needed</p> <p>(Breakers and Fuses in all switch gear &amp; panels; Maintenance on all high and low voltage systems</p> <p>(Capacitors –AV 4000). Outlets, fixtures, ballast, bulbs, capacitors, motor starters and exit signs)</p>
Expansion Joints	<p>Replace at end of useful life, approximately 25-35 years</p>	<p>Maintain and repair</p>
Exterior Fence and Entrance Gates	<p>Replace at end of useful life, approximately 20-25 years</p>	<p>Maintain and repair</p>
Fire Alarm System	<p>Replace at end of useful life, approximately 20-30 years</p> <p>(Main panel, distribution wire, sub panel in outfield buildings, main Annunciator Panel and associated wiring out to devices)</p>	<p>Maintain, repair and replace as needed</p> <p>(Horn strobes, strobes, heat sensors, smoke detectors, pull stations)</p>
Fire Suppression System	<p>Replace at end of useful life, approximately 30-50 years.</p> <p>(Fire compressor, main piping and branch piping, Stop valves &amp; alarm valves (4 inches or greater) plus fire pump)</p>	<p>Maintain, repair and replace as needed</p> <p>(Heads, Stop valves &amp; alarm valves, less than 4 inches)</p>
Flagpoles	<p>Replace at end of useful life, approximately 30-40 years</p>	<p>Maintain and repair</p>
Floors (other than carpet)	<p>Replace at end of useful life, approximately 25-40 years</p> <p>(VCT (vinyl composition tile), ceramic, plus media deck &amp; party terrace floor coatings)</p>	<p>Maintain, repair and replace as needed</p> <p>(Concourse restrooms and concourse sealant/coating installed by Team)</p>

ISSUE/SYSTEM	BOARD	TEAM
Furniture (Offices, Club House, Suites and Conference Rooms)	No responsibility	Maintain, repair and replace as needed
Gas	Replace at end of useful life, approximately 30-40 years  (Main lines, branch lines to shut off's, Valves 4" & above)	Maintain, repair and replace as needed  (Shut off valve, connection to equipment, Valves under 4")
Generator	Replace at end of useful life, approximately 30-40 years  (Including ASCO switch/wiring)	Maintain and repair plus supply fuel
Grease Traps & Grease Interceptors	Replace at end of useful life, approximately 20-35 years	Clean, maintain and repair
Grinder Pumps & Associated Pit	Replace at end of useful life, approximately 20-30 years (Pump & Pit, including controls and electronics)	Maintain, repair and replace as needed (Bearings & electric motors)
Heating Systems – (Glycol System)	Replace at end of useful life, approximately 25-45 years  (Boilers & Circulating Pumps)	Maintain, repair and replace as needed  (Electrical motors, gas burners, controls)
HVAC (Cabinets)	Replace at end of useful life, approximately 30-40 years  (Package Units, Roof Top units-distributions piping, duct work & diffusers)	Maintain, repair and replace as needed  (Belts, motors, bearings, filters, VAV Units and coils)

ISSUE/SYSTEM	BOARD	TEAM
Irrigation	Replace at end of useful life, approximately 25-40 years  (Controller/timer, main line, sub-mainline, lateral and distribution piping plus Valves 4" & above butterfly-gate-ball-plug-check bypass-anti-siphon)	Maintain, repair and replace as needed  (Pressure regulator, valves, value boxes, rain-off sensor, pop-up gear, and retractable rotary sprinkler heads, Valves under 4" (butterfly-gate-ball-plug-check bypass-anti-siphon)
Items Maintained, Repaired and Replaced Solely by Team	No responsibility	Maintain, repair and replace as needed; example: <ul style="list-style-type: none"> <li>• Auxiliary Outfield Box Office &amp; Storage</li> <li>• Big League Gift Store Improvements made by Team</li> <li>• Home Club House Laundry Equipment and Visitor Clubhouse Laundry Equipment plus exhaust</li> <li>• The Cove</li> <li>• Hot Corner Gift Shop Improvements made by Team</li> <li>• Left Field Scoreboard</li> <li>• Main Scoreboard</li> <li>• Max Bell</li> <li>• Party Terrace Areas (except floors)</li> <li>• Restroom Epoxy Resin Floors</li> <li>• Right Field Party Deck</li> <li>• Suite Level Conference Room</li> <li>• All "Scheduled Capital Replacements" and all "Additional Capital Repairs and Replacements," if any, made by the Board under Exhibit D.</li> </ul>
Kitchens / Commissary	No responsibility	Maintain, repair and replace as needed

ISSUE/SYSTEM	BOARD	TEAM
Landscaping – (Trees, bushes and turf)	No responsibility	Maintain, repair and replace as needed
Laundry Facilities (washers, dryers, soap system and visiting club house dryer exhaust system)	No responsibility	Maintain, repair and replace as needed
Loading Dock Lift	Replace at end of useful life, approximately 25-35 years	Maintain and repair
Masonry	Replace at end of useful life, approximately 40-60 years.  (Outfield fence columns, block walls, decorative brick facades, brick veneer, Structural repair or replacement e.g. Broken material, cracks wider than ¼ inch, crumbling, major spalling, exposed rebar, etc.)	Maintain and make repairs (where repairs are possible)  (Minor cosmetic repairs, cracks less than ¼ inch wide, Minor spalling and chipping; crack sealing)
Mill Work	Replace at end of useful life, approximately 25-30 years.	Maintain and repair
Miscellaneous	Those items which are not otherwise described in this Exhibit B which are part of the Facility shall be replaced at the end of their useful life	Maintain and repair those items which are not otherwise described in this Exhibit B which are part of the Facility
Phone, IT, WiFi	No responsibility	Maintain, repair and replace as needed
Playing Field	No responsibility  (Note: If subsurface drainage requires repair – Board responsible for gravel and down)	Maintain, repair, and replace sand and sod as needed

ISSUE/SYSTEM	BOARD	TEAM
Plumbing	Replace at end of useful life, approximately 30-60 years  (Main Supply, domestic-pipes and pumps, including booster pump)  Valves 4" & above (butterfly-gate-ball-plug-check bypass)	Maintain and repair  (Motors-impellers-bearings-hydrants) bibs  Valves under 4" (butterfly-gate-ball-plug-check bypass)
Pneumatic Controls	Replace at end of useful life, approximately 25-40 years  (Air Compressor and Tubing)	Maintain, repair and replace as needed  (Thermostats, Dryer, Filters)
Railings	Replace at end of useful life, approximately 25-50 years	Maintain and repair
Rest Rooms	Replace at end of useful life, approximately 30-40 years  (China, sinks, mirrors, partitions)	Maintain, repair and replace as needed  (Faucets, valves, p-traps, soap dispensers, paper dispensers, partition accessories e.g. locks, coat hooks, hinges)
Roof	Replace at end of useful life, approximately 20-25 years  (Membrane, flashing and coping)	Maintain and repair  (Membrane, flashing, seams and coping)
Scoreboard – Video Board – TV Monitors	No responsibility, except as set forth on Exhibit D	Maintain, repair and replace as needed, except as allocated to the Board on Exhibit D
Seating	No responsibility, except as set forth on Exhibit D	Maintain, repair and replace as needed, except as allocated to the Board on Exhibit D
Security Intrusion and Surveillance	No responsibility	Maintain, repair and replace as needed



ISSUE/SYSTEM	BOARD	TEAM
Sound System	Replace at end of useful life, approximately 20-25 years.  (Amplifier, racks and speakers plus permanent cabling)	Maintain and repair  (Microphones, mixers, portable sound systems and cables)
Sports Equipment	No responsibility	Maintain, repair and replace as needed
Sports Lighting	Replace at end of useful life, approximately 30-40 years  (Main gear & panels, distribution wire, contactors and light poles plus foundations)	Maintain, repair and replace as needed  (Fixtures, ballast, bulbs and fuses, clean and maintain contactors)
Stairs	Replace at end of useful life, approximately 25-50 years  (metal pans, railing, concrete)	Maintain and repair
Structure Steel	Replace at end of useful life, approximately 50-100 years.	Painting
Suites	Replace at end of useful life, approximately 20-25 years  (Mill work, store front, doors & frames, seats (per note on replacement))	Maintain, repair and replace as needed  (Carpet, ceiling, furniture, appliances, TV's)
Ticket System & T.V.'s	No responsibility	Maintain, repair and replace as needed
Training rooms, Laundry, Player's Food Prep	No responsibility	Maintain, repair and replace as needed
Transformers (IPL) One (1) Building One (1) Field Lighting IPL – Responsible	No responsibility	No responsibility

ISSUE/SYSTEM	BOARD	TEAM
Vertical Transportation	Replace at end of useful life, approximately 25-40 years  (Passenger (2) freight (1))	Maintain and repair
ADA Lifts in Visiting Dugout	Replace at end of useful life, approximately 20-35 years	Maintain and repair as needed
Wall Coverings	No responsibility	Maintain, repair and replace as needed
Way Finding Signage	Replace at end of useful life, approximately 25-35 years	Maintain and repair
Window / Glazing	Replace at end of useful life, approximately 30-60 years	Clean, maintain and repair  (Replace broken glass)

## EXHIBIT C

### REPLACEMENT / MAINTENANCE / REPAIR TEST

Notwithstanding any provisions of this Sublease to the contrary, if the Board's obligation to repair or replace a Component or System (as defined below) under Exhibits B and C is caused by Team's failure to perform "Normal and Routine Maintenance," then the Team shall be obligated to make such repair or replacement to the extent the need therefor is caused by such failure.

"Normal and Routine Maintenance" shall mean the maintenance or repair obligations with respect to each Component or System, including without limitation (i) commercially reasonable inspections and scheduled maintenance to maintain all warranties on equipment, components or systems, (ii) commercially reasonable regularly scheduled preventive maintenance programs and (iii) maintaining records of the foregoing.

The Team and Board, as applicable, will be responsible to make necessary repairs to each item, component or system of the improvements or fixtures comprising the Leased Premises (each, a "Component" or "System"), until the earlier of the following two (2) events (the "Replacement Threshold") with respect to each such Component:

1. Any Component or System shall be replaced once the "Life Threshold" of the Component has been reached. The "Life Threshold" shall have been reached if the system or Component either:

- (a) Has worn out;
- (b) Has reached the end of its useful life;
- (c) Is not functioning;
- (d) Is computer hardware or software that is no longer supported by the manufacturer;
- (e) Is no longer in compliance with codes and is not entitled to "grandfather" status; or
- (f) Is no longer deemed safe or reliable for use during events.

2. If the repair cost of any Component or System exceeds 50% of the current replacement cost, then the Component or System shall be replaced by the party with the replacement obligation ("Replacing Party"); *provided* that the Replacing Party may elect, in its sole discretion, to require such Component or System to be repaired, and not replaced, with the Replacing Party and the party with the repair obligation ("Repairing Party") each responsible for 50% of such repair cost, so long as the repair can reasonably be determined to extend the useful life of the Component for an additional five (5) years, with all future repairs being paid 50% by each party until the Replacement Threshold is otherwise reached.

Once the Replacement Threshold is reached, (a) the Team shall replace the Systems or Components for which it is responsible at Team's expense; and (b) the Team shall provide prompt written notice to the Board of any necessary replacement for which the Board is responsible, and the Board shall replace the Systems or Components for which it is responsible at Board's sole expense; **provided however**, the Team shall be responsible for any increased replacement cost resulting from any failure to so notify the Board.

Notwithstanding the foregoing, (a) if the Board would otherwise be required to replace an item of computer hardware or software due to lack of a manufacturer's support, Board may, in lieu thereof, pay the cost required by such manufacturer to reinstitute support, provided that such hardware or software remains compatible with other hardware or software utilized by the Team, (b) the Board shall have the option to repair any Component or System whose Life Threshold is reached within the last three (3) years of the Term, and (c) the Team shall have the option to continue to repair (in lieu of replacement) any Component or System whose Life Threshold is reached within the last three (3) years of the Term.

In addition, the Team shall, on an annual basis, provide the Board with a written good faith estimate of all replacements of the Systems and Components expected to be necessary for the following three years.

## EXHIBIT D

### PROCEDURES TO IMPLEMENT SCHEDULED CAPITAL REPAIRS AND REPLACEMENTS AND ADDITIONAL CAPITAL REPAIRS AND REPLACEMENTS

1) Subject to the Board seeking and ultimately obtaining in each applicable contract year a final appropriation from the appropriate fiscal body of the amount required, the Board agrees that it will make an investment up to the Annual Limit AND the Aggregate Limit during the Board Investment Period in the Scheduled Capital Repairs and Replacements and Additional Capital Repairs and Replacements (each as defined below), as follows:

2) "Scheduled Capital Repairs and Replacements" shall mean the following capital replacements and improvements -- in each case as described in the Victory Field Feasibility Study dated April 20, 2015 completed by Browning Day Mullins Dierdorf Architects ("Feasibility Study"), which is incorporated herein by reference -- unless one or more of such projects are removed or new projects are added, in each case upon mutual agreement of the Board and the Team:

- a. Complete "Sound System Replacement" (range of cost \$250,000 to \$300,000);
- b. Complete "Scoreboard Replacement and New Ribbon Boards" (range of cost \$1.95 to \$2.15 Million);
- c. Complete the "Suite Renovation" (range of cost \$50,000 to \$65,000 per suite for 30 suites, total \$1,500,000 to \$1,950,000);
- d. Complete the "Suite Level Common Area Renovation" (range of cost \$195,000 to \$215,000);
- e. Complete the "Suite Level Restrooms" (range of cost \$115,000 to \$125,000)
- f. Complete "Replacement of Stadium Seating" (range of cost \$1.65 to \$1.75 Million);
- g. Complete the "Auxiliary Storage Building" (range of cost \$210,000 to \$235,000);
- h. Complete the "Administration Office Level Extension" (range of cost \$1.44 to \$1.54 Million); and
- i. Complete the "Home Plate Club" (Suite/Press Level) (range of cost \$1.7 to \$1.85 Million).

Notwithstanding any other provision of this Sublease to the contrary, the Scheduled Capital Repairs and Replacements shall be undertaken in the sequence listed above (with "a" coming first), unless otherwise changed upon mutual agreement of the Board and the Team. If the Scheduled Capital Repair and Replacement expenditures by the Board within the scope of Authorized Project (a) exceeds the Annual Limit during a respective contract year or (b) exceeds the Aggregate Limit during the Board Investment Period, then the Team shall promptly reimburse the Board for all such expenditures.

3) To the extent all of the Scheduled Capital Repairs and Replacements are completed and do not cost, in the aggregate, greater the Aggregate Limit, the Board shall make such other additional capital repairs, replacements and improvements (“Additional Capital Repairs and Replacements”) – up to the amount of the Annual Limit during any contract year of the Board Investment Period and up to the amount of the Aggregate Limit during the entire Board Investment Period – as requested by the Team (excluding Components and Systems which are the Team’s responsibility under Section 4.1 and Exhibit B) and approved by the Board, such approval not to be unreasonably withheld provided the Procedures (defined below) are followed. For purposes of clarity, the Board shall not be required to make Scheduled Capital Repairs and Replacements and Additional Capital Repairs and Replacements (a) in a sequence other than as set forth in Section 2 of this Exhibit, (b) in excess of the Annual Limit during any contract year of the Board Investment Period or (c) in the aggregate in excess of the Aggregate Limit during the entire Board Investment Period. If the Additional Capital Repair and Replacement expenditures by the Board within the scope of Authorized Project (y) exceeds the Annual Limit during a respective contract year or (z) exceeds the Aggregate Limit during the Board Investment Period, then the Team shall promptly reimburse the Board for all such expenditures.

4) This Exhibit sets forth the agreed upon procedures for the completion of the Scheduled Capital Repairs and Replacements and the designation and completion of the Additional Capital Repairs and Replacements, if any (the “Procedures”).

5) Representatives of the Team and Board shall meet and confer with one another (and, as necessary, with representatives of any architects, construction managers or other third parties (“Professionals”)) to discuss the Scheduled Capital Repairs and Replacements and any proposed Additional Capital Repairs and Replacements (collectively “Proposed Projects”), will be considered evaluated and pursued in accordance with and subject to the terms and conditions of the Sublease. As the Team and Board reach agreements on the Proposed Projects, including updates and additions thereto, those agreements shall be confirmed in writing and shall be communicated to any applicable Professionals.

6) Consistent with the agreed priority/sequence of the Proposed Projects, the Professionals, after discussions with and information provided by the Team and Board, shall develop and identify the following for each Proposed Project:

- (A) An outline of the program requirements/scope of work for each Proposed Project (“Program”);
- (B) A preliminary schedule and key milestone dates to design, procure and/or construct each Proposed Project (“Schedule”) and, in doing so, shall consider and coordinate with the event schedule for the facility where the work or installation will be performed;
- (C) Projected costs estimates for each Proposed Project (“Budget”); and
- (D) Once the Program, Budget and Schedule have been developed for a Proposed Project and delivered to the Team and Board, the Professionals shall provide, on a project-by-project basis;

- i) A fee proposal to cover its remaining design services to undertake and complete that Project, if authorized and approved by the Team and Board; and
- ii) A cost estimate for the agreed scope of construction management services to undertake and complete that Project, if authorized and approved by the Team and Board.

7) It is recognized that the Team, Board and any Professionals do not have control over: (i) the cost or availability of labor, materials or equipment; (ii) the method by which contractors and/or suppliers will determine the amount of their bid or proposal; (iii) the means, methods, techniques or procedures to be utilized by the contractors who will be selected to perform the Proposed Projects; and/or (iv) whether the selected contractors and/or suppliers will adhere to the applicable Schedules for the Proposed Projects. Accordingly, the Team and Board cannot and do not represent or warrant that: bids or proposals ultimately received will not vary from the Budgets developed for the Proposed Projects; or that the work or procurement as actually performed will not vary from the Schedules developed for the Proposed Projects.

8) Once the Team and Board receive the information described in Section 6 for a particular Proposed Project, the Board shall prepare and deliver to the Team a written summary of the estimated costs and expenses which have been identified for the Proposed Project and including a recommended contingency to be carried for that Proposed Project (“Estimate Breakdown”). The Board shall also prepare and deliver to the Team a recommendation on how the costs and expenses for the Proposed Project are to be allocated in accordance with the Sublease (“Allocation”), which Allocation shall identify the portion of the Estimate Breakdown to be allocated to the Scheduled Capital Repairs and Replacements and any Additional Capital Repairs and Replacements during a respective year.

9) Once the information set forth in Sections 6 and 8 is developed for each Proposed Project, the Team and Board shall meet to review and discuss the information and to mutually develop a plan by which Proposed Projects are reviewed, evaluated and decisions are made as to whether Proposed Projects are authorized to proceed, all in a manner that is consistent with and calculated to meet the terms and conditions of the Sublease, including but not limited to the Board’s commitment to and payment of the Scheduled Capital Repairs and Replacements and any Additional Capital Repairs and Replacements (and Team’s commitment to or payment of any amounts exceeding the Annual Limit or the Aggregate Limit for any Scheduled Capital Repairs and Replacements and Additional Capital Repairs and Replacements). As part of this review and in accordance with and subject to its rights and obligations under the Sublease, the Team shall advise the Board: (i) whether or not it wishes to proceed with a Proposed Project; (ii) to proceed with a Proposed Project after making certain revisions to the applicable Program, Budget and/or Schedule; (iii) to reorder the priority and sequence of the Proposed Project; and/or (iv) whether the Team has any questions or objections to the Allocation for the Proposed Project. The Board shall promptly consider the Team’s position and respond thereto, in accordance with and subject to the Board’s rights and obligations under the Sublease. If any disagreement exists, it shall be addressed and resolved between the Parties under the terms and conditions of the

Sublease. When the Program, Schedule, Budget and Allocation for a Proposed Project has been approved by both the Team and Board, the Board shall, in good faith, seek any required appropriation of the funding for that Project. If the Board obtains appropriation for a Project, that Project shall proceed as an "Authorized Project." If the Board does not obtain appropriation for a Project, then the Team and Board shall in good faith discuss whether and how to have such Project reconsidered, amended or abandoned.

10) For each Authorized Project, the Parties shall acknowledge and confirm the following, in writing:

- (A) The agreed Program, Budget, Schedule and Allocation for the Authorized Project; and
- (B) The agreed fee proposal and the agreed scope of services and estimated fee for any Professionals to undertake and complete the Project.

11) For each Authorized Project approved by the Parties in writing pursuant to Section 10, the Parties agree that the Board shall:

- (A) Enter into a Project Authorization with appropriate Professionals, based upon the agreed fee proposal, agreed scope of services and estimate fee for that project; and
- (B) Upon completion of necessary plans, specifications or other design documents, proceed with the necessary procurement process (under Ind. Code 36-1-12 and/or Ind. Code 5-22, as applicable), to select the contractor and/or supplier who will construct the improvements and/or deliver the materials, equipment or supplies for that Authorized Project.

12) Upon receipt of bids, quotations or other proposals for an Authorized Project, the Parties agree that the Board shall review with the Team all information received and shall confer with the Team as to the award of a contract or the rejection of all bids, quotations or proposals received, consistent with the public procurement laws of the State of Indiana. It is expressly acknowledged and agreed that the Board shall, at all times, comply with all applicable procurement laws and that the final decision to award contracts or reject bids, quotations or proposals shall be made by the Board. If an award of contract is being considered, Team and Board shall confirm, in writing, their agreement as to the amount and other terms and conditions of the contract to be awarded, based upon the bids, quotations or proposals received and in accordance with all applicable procurement laws. Once an award is made, Board shall promptly tender to the selected contractor or supplier for execution, the form of the contract included in or otherwise referenced in the procurement package, consistent with the applicable bid, quotation or proposal price and confirming all other terms and conditions on which the award is made. Once the selected contractor or supplier has executed the contract in the form as tendered, Board shall also execute the contract and shall so advise the Team.

13) During the period in which Scheduled Capital Repairs and Replacements and Additional Capital Repairs and Replacements are being reviewed, evaluated, procured and/or



undertaken, Board shall maintain and share with Team a Progress Report, which shall be periodically updated as reasonably necessary to keep the Parties apprised of the current status of both Proposed Projects and Authorized Projects and the current status of the Scheduled Required Expenditures. It is expected that the Progress Report, will include:

- (A) A list of the then current Proposed Projects which are being considered, reviewed and evaluated;
- (B) A list of the Authorized Projects which are then in process of being designed, procured, delivered or constructed;
- (C) A list of the Authorized Projects which have been completed as of that date; and
- (D) A combined summary of the Allocations for all Authorized Projects.

14) The Board shall be responsible for delivery of the Authorized Projects through design and construction professionals under contract with the Board. The Team shall have no responsibility to pay any of the costs related to any Authorized Project. All consents, approvals, requests or other information provided by Team are provided to assist in the development of improvements that are useable and appropriate in Team's experience with the Leased Premises. However, the Team shall have no responsibility as to the design or construction of the Authorized Projects, except that Team shall abide by discretionary design choices made at their request as to space utilization, floor planning and aesthetic factors related to an Authorized Project. In an effort to facilitate and expedite the development, design, procurement, construction and delivery of each Authorized Project and to minimize the potential for change to the applicable Program, Schedule, and Budget, the Team and Board shall: actively participate in; share information regarding; and render decisions in a timely manner (consistent with the applicable Schedule) throughout the design, procurement and construction phases of each Authorized Project. Both Parties shall attend meetings and otherwise communicate with one another and with representatives of the Professionals to review and discuss the progress and development of each Authorized Project, to consider and promptly evaluate any issue that may arise and to reach a mutual agreement on how any such issue is to be addressed and resolved. This shall include, but not be limited to, the following:

- (A) As plans, specifications and other design documents are developed; as updated and revised schedules are issued; and as reports on actual and projected costs are updated and circulated for each Authorized Project (collectively "Project Information"), the Parties shall:
  - (i) Promptly review such Project Information as it is received;
  - (ii) Immediately advise the other Party if it has any questions or concerns about or objections to the Project Information;
  - (iii) Meet with the other Party and/or the Professionals, as necessary and appropriate, to discuss any questions, concerns or objections

which have been identified and to explore options to address and resolve such issues;

- (iv) Confirm, in writing, all agreements reached between the Parties;  
and
  - (v) Take all necessary and reasonable steps to promptly implement all agreements reached.
- (B) If either Party or the Professionals, contractor or supplier recommends a proposed change to an Authorized Project, the Parties shall promptly meet to discuss the proposed change. Once an agreement is reached to adopt or reject the proposed change, the Parties shall confirm that agreement, in writing, and shall proceed in accordance therewith. Any agreed change shall be confirmed by a written change order signed by the Board, the Team, any applicable Professionals, and the applicable contractor or supplier.
- (C) If a Professional, contractor or supplier asserts a claim for additional compensation, an extension of time or other contractual relief, the Parties shall promptly meet to discuss the claim and whether it should be granted or denied. Once an agreement is reached as to the asserted claim, the Parties shall confirm that agreement, in writing, and shall proceed in accordance therewith. If the Parties agree to deny the claim and it is thereafter pursued, the Parties shall cooperate with one another in the defense of the claim.
- (D) If either Party should discover or suspect a defect, deficiency or delay in the design, construction or delivery of an Authorized Project, it shall immediately advise the other Party in writing. The Parties shall promptly meet to discuss the potential defect, deficiency or delay and, if confirmed, shall reach agreement as to the steps necessary to address and resolve such issue. Once an agreement is reached it shall be confirmed, in writing, and the Parties shall proceed in accordance therewith.
- (E) When a contractor or supplier asserts that it has achieved Substantial Completion of an Authorized Project (or a portion thereof), the Parties shall meet with one another and with the Professionals to review the work or supplies performed or delivered to date, including the contractor's or supplier's punch list. Based upon that review, the Parties shall determine whether Substantial Completion has been achieved and whether additional defective or incomplete items need to be added to the punch list. Substantial Completion shall be confirmed by the Team, Board, Professionals and applicable contractor or supplier signing a certificate of substantial completion ("Substantial Completion").

- (F) Upon Substantial Completion, the Parties shall cooperate with one another as the Team assumes occupancy and use of the Authorized Project, including each Party providing prompt written notice to the other of any defect or deficiency subsequently discovered and the enforcement of warranty and/or correction of work obligations as against the applicable contractor and/or supplier.

15) If any changes, developments or other occurrences arise which affect the Program, Schedule or Budget for an Authorized Project, including, but not limited to the items described in Section 14 above, the Board and Team shall, during their meetings, determine whether the issues can be resolved without change to the applicable Program, Schedule or Budget and, if not, the Parties shall discuss and agree upon the necessity and extent of adjustments to the Program, Budget, or Schedule, so that the Authorized Project can proceed to completion. The Board and Team shall confer in good faith in an effort to promptly address and resolve issues which arise during the course of Authorized Projects, with the objective to avoid or minimize the adverse effect of any occurrence. Once the Parties have reached agreement as to how to address and resolve an issue, Board shall give appropriate direction to the Professionals, contractors and/or suppliers to implement the agreed upon change. The performance of any work or the procurement of any materials, equipment or supplies that are affected by a change, development or other occurrence shall be suspended while the Board and Team consider available options and the work or procurement shall resume when an agreement between the Parties has been reached and confirmed in writing.

16) The Procedures set forth herein may only be amended, modified or supplemented by a writing signed by both Board and Team.

## EXHIBIT E

### PROHIBITED ADVERTISING CONTENT

- Promoting violence
- Illegal activity, including illegal drug use
- Political advertising
- Tobacco related products or the use thereof
- Feminine hygiene products
- Contraceptive devices or services
- Adult entertainment or disreputable sexually oriented businesses
- Advertising for telephone services imposing charges per call or minute, other than long distance calls or cellular calls
- “get rich” products or services
- Contain profanity