

**AMENDED AND RESTATED  
2012 STADIUM LEASE AGREEMENT  
BETWEEN  
LEE COUNTY  
AND  
MINNESOTA TWINS, LLC**

**DATE: NOVEMBER 6, 2012**

**(Original Date: June 18, 2012)**

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## AMENDED AND RESTATED 2012 STADIUM LEASE AGREEMENT

**THIS AMENDED AND RESTATED 2012 STADIUM LEASE AGREEMENT** (this "**Lease**"), is made and entered into on this 6th day of November, 2012 (the "**Signature Date**") by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, (the "**County**"), and **MINNESOTA TWINS, LLC**, a Delaware limited liability company (f/k/a Minnesota Twins, a Minnesota general partnership) (the "**Club**") (collectively, the County and the Club are referred to herein as the "**Parties**" and individually, each a "**Party**").

### PREAMBLE RECITALS

**WHEREAS**, the Club and the County entered into that certain Stadium Lease Agreement dated May 25, 1989 (the "**Original Agreement Date**"), for the lease of the Leased Premises, including, without limitation, the Lee County Sports Complex, a Major League Baseball Spring Training (defined below) and Minor League baseball facility in Lee County, Florida (the "**Original Agreement**"), for a period of twenty (20) years commencing with the calendar year 1991, inclusive; and

**WHEREAS**, the Club and the County amended and restated the Original Agreement pursuant to that certain Amended and Restated Stadium Lease Agreement dated August 3, 2004 (the "**Amendment Date**"), for the purposes of, among other things, (i) reflecting the Parties' then current course of business dealings, and (ii) to establish an ongoing relationship between the Club and the County for an extended lease term that terminates (subject to renewals) upon the completion of the Club's 2020 Spring Training season (the "**Amended Agreement**"); and

**WHEREAS**, the Amended Agreement provides that the County and Club will meet on a periodic basis to review the design, specifications, quality and other attributes of the Stadium Complex (as defined below) in comparison to all Major League Baseball Spring Training stadiums recently constructed or renovated; and

**WHEREAS**, the County and the Club met to discuss the improvements and/or expansion necessary for the Stadium Complex to be brought to current Major League Baseball Spring Training standards and the County has engaged a consultant for such purpose, which consultant issued its report on June 4, 2012; and

**WHEREAS**, the County and the Club entered into that certain Conditional Lease Agreement dated June 19, 2012 (the "**Conditional Agreement**") pursuant to which, among other things, the County and the Club conditionally agreed upon an extended lease of the Leased Premises, subject to termination under certain conditions, including, without limitation, the failure to execute and deliver a Spring Training Development Agreement (as defined below) and this Lease on or before February 1, 2013; and

**WHEREAS**, this Lease amends and restates the Conditional Agreement in its entirety and is named "Amended and Restated 2012 Stadium Lease Agreement"; and

**WHEREAS**, the County and the Club shall concurrently execute and deliver the Spring Training Development Agreement with this Lease for implementation of agreed upon improvements and expansion of the Leased Premises based upon the findings and recommendations by the consultant, and as set forth in the Spring Training Development Agreement, which Spring Training Development Agreement must be executed, delivered by, and legally binding upon, each of the Parties hereto for this Lease to be valid, enforceable and legally binding; and

**WHEREAS**, the (i) Original Agreement is in full force and effect as of the Original Agreement Date, and remains effective and enforceable through the Amendment Date, and (ii) the Amended Agreement is in full force and effect as of the Amendment Date, and is and shall be effective and enforceable through the Commencement Date, if such date occurs; and

**WHEREAS**, if the Commencement Date does not occur, the terms of the Amended Agreement shall govern the Parties through the remainder of the "Term" and any "Renewal Terms," as each of those terms are defined in the Amended Agreement; and this Lease will be deemed void, with no further force or effect; and

**WHEREAS**, if the Commencement Date does occur, the terms of this Lease shall govern all of the rights and obligations of the Parties from and after the Commencement Date and the Amended Agreement shall terminate; and

**WHEREAS**, the Club and the County have continuously performed under the terms of the Original Agreement, the Amended Agreement and the Conditional Agreement, respectively, from the Original Agreement Date to the date hereof; and

**WHEREAS**, the Lee County Sports Complex has served, and will continue to serve, the public purpose of promoting tourism, gainful employment and economic growth within Lee County, Florida and the State of Florida; and

**WHEREAS**, the Club and the County desire to amend and restate the Amended Agreement for the purpose of, among other things, establishing the basis for the on-going relationship between the Club and the County for an extended lease term that terminates upon the completion of the calendar year of the Club's Spring Training season thirty (30) years following the Commencement Date, subject to completion of the requirements of the Spring Training Development Agreement and achievement of the Commencement Date; and

**WHEREAS**, the County (i) had the authority to enter into the Original Agreement and the Amended Agreement, and (ii) has the authority to enter into this amendment and restatement to the Amended Agreement, as provided by the Lee County Charter and relevant provisions of Florida law; and

**WHEREAS**, the County anticipates receipt of the award by the State of Florida certain State Development Funds (as defined below) as contemplated by Florida law for the purpose of the design and construction of the County Capital Improvements described in the Spring Training Development Agreement and **Section 12(B)(5)** of this Lease.

**NOW, THEREFORE**, in consideration of the Preamble Recitals above, each of which is incorporated by reference herein as an essential term hereof, the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, **THE PARTIES HERETO AGREE AS FOLLOWS:**

### AGREEMENT

1. **TERM.** Pursuant to the Original Agreement, the Amended Agreement and the Conditional Agreement, the Club has, beginning with the 1991 Major League Baseball Spring Training season, engaged in Major League Baseball Spring Training exclusively at the Lee County Sports Complex at and in the "Leased Premises," as respectively defined in those agreements. This Lease amends and restates the Conditional Agreement in its entirety. This Lease shall become effective on the Signature Date and the "Term" (as defined below) of this Lease shall commence on the Commencement Date. The "**Commencement Date**" is defined as the date on which the County delivers to the Club the final official certificate of occupancy (or its equivalent under applicable law or regulation) which is issued by the County (or other applicable governmental or regulatory authority) after construction and/or implementation of the entirety of the requirements set forth in the Spring Training Development Agreement (set forth as **Exhibit D**) entitling the Club to occupy and enjoy the full beneficial use of the full Leased Premises and all appurtenances thereof for its intended purposes. Between the Signature Date and the Commencement Date, this Lease shall be held in escrow in accordance with the terms of the escrow agreement attached hereto as **Exhibit C** (the "**Escrow Agreement**"), and the terms of the Amended Agreement shall remain in full force and effect. From and after the Commencement Date, the Club shall enjoy the full beneficial occupancy of the Leased Premises under the terms of this Lease and this Lease shall amend and restate the Amended Agreement and continue without interruption for a period of thirty (30) continuous years from and after the Commencement Date (the "**Term**") (except as may be provided for otherwise herein). This Lease may be extended at the option of the Club for two (2) separate, but consecutive, periods of ten (10) years each (each, a "**Renewal Term**" and, collectively, the "**Renewal Terms**"). In order to exercise (i) the first ten (10) year Renewal Term, the Club must provide written notice to the County of such option exercise at least one (1) year prior to expiration of the Term, and (ii) the second ten (10) year Renewal Term, the Club (A) must have exercised the first ten (10) year Renewal Term, and (B) must provide written notice to the County of such option at least one (1) year prior to the expiration of the first Renewal Term.
  - (A) **Right of First Refusal – Minor League.** The Club shall also have the right of first refusal to use the Leased Premises for all Minor League play (beyond that contemplated hereby) exercisable upon six (6) months prior written notice to the County. Any Minor League use (outside of the permissible uses by the Club hereunder) between April 15 and December 31 of any calendar year shall be covered by a separate agreement made between the Parties, which agreement shall include substantially the same basic terms and conditions as set forth herein. The Parties shall endeavor in good faith using commercially reasonable efforts to maintain a recognized Minor League franchise for the Leased Premises. In the

event that (i) the Club does not at any time during the Term or any Renewal Term maintain a recognized Minor League franchise for the Leased Premises, and (ii) the County intends to enter into an agreement with any third party for the use of all or any portion of the Leased Premises for such a Minor League franchise, the County shall notify the Club in a writing which specifies in reasonable detail the terms and conditions upon which the County intends to provide the Leased Premises to such third party no later than eighteen (18) months prior to the intended effective date of such agreement, then the Club shall have six (6) months from the date of such notice from the County to elect to bring a Minor League franchise affiliated with the Club to the Leased Premises. No later than the expiration of such six (6) month period, the Club shall notify the County in writing of either (i) its consent to the use of the Leased Premises by such third party, or (ii) its exercise of the right of first refusal pursuant to this Section 1(A) of this Lease. Notwithstanding anything to the contrary contained in this Lease, in no event may the County permit the use of the Leased Premises by a third party Minor League franchise under this Section 1(A) either (a) in any manner that interferes with the exclusive rights granted to the Club under this Lease, or (b) on any term or condition more favorable to such third party than is provided to the Club under this Lease, unless such term or condition is provided by the County to the Club.

- (B) Minor League Transactions. Notwithstanding any contrary terms or conditions set forth in this Lease, the County shall not enter into any transaction or agreement, and shall not participate directly or indirectly in any transaction or agreement, or explicitly or implicitly consent with respect to any transaction or agreement, which contemplates as a party or as a direct or indirect beneficiary any Minor League team that is during the Term or any Renewal Term either: (a) a Minor League contractual affiliate of the Club, or (b) a Minor League team with exclusive Minor League territorial rights within Lee County, which includes the Lee County Sports Complex (or any successor name that generally describes the Leased Premises), to play Minor League baseball in any capacity to the exclusion of any other Minor League baseball team that is an affiliate of the Club (or its successor in interest to the Leased Premises), unless either:
- (i) the Club has a replacement Minor League team that is authorized under applicable league rules to play within the Minor League territory that includes Lee County Sports Complex for the Term and any Renewal Term when and after the transaction, agreement or consent is proposed to be entered into or given, respectively, or
  - (ii) the Minor League team with whom the County is to contract, or on or for whose behalf a contract will be entered into which allows the Minor League team to play in any Lee County facility, waives (and obtains any consent or waiver required of or by any league or other authority required) any right of exclusivity within the Minor League territory that includes the

Lee County Sports Complex for the remainder of the Term and any Renewal Term.

The provisions above will be interpreted to mean that under no circumstances will a Minor League team with whom the County is, or anticipates to be contracted, be required to provide a waiver of territory for any Person, including, without limitation, any Major League Club, other than the Club.

- (C) More Favorable Provisions. The County agrees that if, at any time during the Term or any Renewal Term, it grants to a third party any terms or conditions more favorable to such third party than the terms or conditions provided to the Club under this Lease for any stadium or complex for major league Spring Training, Major League Baseball operations or Minor League activities ("**More Favorable Provisions**"), the County shall promptly offer the Club any such More Favorable Provisions as was, is, or will be available to such third party. For purposes of this section and the definition of "More Favorable Provisions," More Favorable Provisions shall pertain only to the comparison of the amount of total consideration paid to the County by the Club compared to the total consideration paid by such third party taking into account the comparability of the respective Spring Training facilities used by the Club and such third party.

2. LEASED PREMISES. In consideration of and pursuant to the covenants, agreements, and conditions set forth herein, the County does hereby (i) lease, let, demise, and rent unto the Club, and the Club does hereby rent and lease from the County, the following (the "**Leased Premises**" or the "**Premises**"), and (ii) grant the further rights set forth below:

- (A) Major League Stadium and Minor League Complex. The Major League stadium and the Minor League complex located at the Lee County Sports Complex, respectively 14100 and 14110 Six Mile Cypress Parkway, Ft. Myers, Florida, together with adjacent and dedicated land and all other improvements from time to time located on, adjacent to or used or utilized in connection with the Premises and all appurtenances relating to any of the same, including, without limitation, the land, improvements and appurtenances described and/or set forth in Section 4 and in the Spring Training Development Agreement (respectively, the "**Major League Stadium**" and the "**Minor League Complex**" and collectively, the "**Stadium Complex**"), that are more particularly described and set forth in Exhibit A and Exhibit D attached hereto;
- (B) Exclusive Use During Spring Training by the Club. The right to utilize on an exclusive basis for the purpose of conducting Spring Training and all Major League Baseball activities and operations, all improvements and appurtenances located on the Premises for the period of time each year as described above;
- (C) Exclusive Baseball Activities. Throughout the Term and any Renewal Term, the right to use the Leased Premises for its events and activities, player training and

rehabilitation programs, player development activities or operations, and player and Club personnel dormitory (sleeping) activities, including, without limitation, any instructional league and organizational meetings, events and activities, and all other similar events related to the operations of Club or its affiliates professional baseball activities, (the "**Club's Exclusive Baseball Activities**");

- (D) Exclusive Use Areas Outside of Spring Training by the Club. The exclusive right to use, on a year-round basis throughout the Term and any Renewal Term, the offices (including, without limitation, the ticket manager's office), clubhouse area, playing fields (excluding the rights to the playing fields as set forth in **Section 19**, including the non-exclusive use by the County, the Minor League affiliate of the Club and fantasy camps as described in such **Section 19**), the player development academy and dormitory (sleeping) facilities (to be managed, operated and maintained (excluding capital improvements) by the Club) and other locations (the "**Club's Exclusive Use Areas**") as depicted and/or described on **Exhibit B** (Club Exclusive Use Areas) and **Exhibit D** (Spring Training Development Agreement), each as attached hereto and including, without limitation, any other areas on the Leased Premises that may be constructed or renovated following the date hereof which may be designated by the Club as included in the Club's Exclusive Use Areas, **provided, however,** with respect to additional Club Exclusive Use Areas that are not set forth in **Exhibits B** or **D**, and do not exist as of the Commencement Date, shall be subject to the prior written approval of the County, which approval shall not be unreasonably withheld or delayed. The dormitory (sleeping) facilities, such facilities shall be (a) used only in accordance with applicable law and regulations, including, without limitation, all local, state and federal zoning and permitting standards, and (b) shall not be rental rooms that are used to accommodate the general public, but rather shall be rooms for use solely by the Club personnel, partners and representatives;
- (E) Non-Baseball Events. Throughout the Term, and during the period of Spring Training, the right to use the Leased Premises for the purpose of sponsoring or conducting non-baseball activities, subject to the issuance of any required County permits generally applicable for such activities in or around the Major League Stadium, such as, by way of example only and without limitation, sponsoring or conducting musical concerts, theatrical performances, or any other event intended for general entertainment purposes (each a "**Club Non-Baseball Event**"). With respect to Club Non-Baseball Events (i) Club should notify County of the intent to use complex for a non-baseball event, (ii) such non-baseball event in no way can be detrimental to the playing surface, (iii) should the playing surface be damaged during such non-baseball event the Club will be responsible for any repairs, and (iv) the County shall require all third party users of the playing fields for any non-baseball event to be liable for any damage to the playing fields and to be responsible for such repairs;
- (F) Professional Baseball Use. During the Term and any Renewal Term, and for so long as same has not been terminated by reason of a Club Default (as defined

below), the Club may conduct professional baseball activities by itself and in conjunction with organizations other than the Club including, without limitation, activities for Spring Training and Minor League operations. The Club shall not be required to share the Leased Premises, for any reason, with any third party unless specifically provided in this Lease or in a separate written amendment to this Lease; and

- (G) Quiet Enjoyment. Uninterrupted access to and egress from the Leased Premises and any other improvements from time to time located on or about the Leased Premises including, without limitation, access to and egress from all areas owned, licensed or otherwise controlled by the County that are reasonably necessary for the Club to exercise its rights and perform its obligations under this Lease, subject only to the right of the County during times declared by the State of Florida and/or the County to be a public emergency, to restrict access, egress and/or use of all or portions of the Leased Premises to serve as temporary staging areas or for such other purposes as the County declares necessary and expedient to protect the public's safety, health and welfare.

- 3. TICKET SALES. The Club shall set the Spring Training ticket prices, shall operate and manage all ticketing operations, including, without limitation, ticket sales ("**Ticket Sales**") for Spring Training games and Club Non-Baseball Events, and shall be entitled to receive the "Gross Revenues From Ticket Sales" (as defined below) collected by the Club on an annual basis during the Term or any Renewal Term. All Gross Revenues From Ticket Sales shall be the sole and exclusive property of the Club, unless otherwise specified herein.

- (A) Ticket Sales from Gross Revenues. For purposes of this Lease, "**Gross Revenues From Ticket Sales**" shall mean the total gross revenues from Ticket Sales less any taxes or charges imposed by any governmental, regulatory or taxing authority generally, included in the gross price of the ticket paid by the purchaser and required to be remitted by the Club to the governmental, regulatory or taxing authority and the portion of such receipts from Spring Training game Ticket Sales payable to the visiting Major League Club.

- (B) County Allocation. In consideration of the benefits provided herein, the Club shall provide the County, at no charge, (i) with an aggregate of forty (40) admission tickets for reserved ticket seating (or such other lower number for any game as are actually requested by the County) for each Spring Training game, and (ii) the use of a suite to accommodate up to forty (40) persons (including, without limitation, reserved seating tickets and complementary parking passes for suite attendees) at the Stadium Complex ("**County Suite**") for each Major League Baseball Spring Training game, in each case of (i) and (ii) above, to help the County promote tourism, economic development and community goodwill. The Parties agree that, to the extent the County does not use all the tickets in the County Suite for any Spring Training game, such unused tickets may be used by the Club. The County agrees to be responsible for the payment of all Concession

items, including, without limitation, food and beverage items served in the County Suite for guests of the County. The Club shall provide a thirty-five percent (35%) discount for all County Suite food and beverage purchases. Such discount shall be applied against the standard food and beverage price sheets applicable to all suite users.

4. **PARKING.** The Club shall be responsible for collecting all parking fees and related revenues derived from Spring Training activities and all other professional baseball or related events, and shall retain all revenues derived therefrom. The County shall retain the exclusive use of the parking area(s), without charge, before and after Spring Training for County baseball and non-baseball events.
  - (A) **Parking Spaces and Accommodations.** The County agrees to provide, or cause to be provided, parking spaces that are sufficient to meet the parking requirements of the Major League Stadium seating capacity, and such parking spaces shall be located within the Sports Complex. The parking plan reflecting the foregoing shall be set forth in the Spring Training Development Agreement. No change shall be made to the parking plan during the Term and any Renewal Term without the mutual consent of the Parties, which consent shall not be unreasonably withheld, delayed or conditioned. Any such change shall be proposed not later than ninety (90) days prior to the start of Spring Training. The Parties will cooperate to determine an appropriate shuttle service and appropriate allocation of cost.
  - (B) **Club Retained Revenue.** The fees to be charged for all parking derived from Spring Training activities shall be determined by the Club in its sole discretion.
  - (C) **Parking Management.** During the Spring Training period, all parking areas under this Lease shall be managed and operated exclusively by the Club or its designee(s) throughout the Term and any Renewal Term.
  
5. **CONCESSIONS.** The Club or its designee shall control the sale of all food, beverages, merchandise, novelties, and logo items mentioned below and the like (commonly called "**Concessions**") on the Premises. The Club shall be free to contract with a third party to operate such Concessions on terms and conditions approved by the Club in its sole discretion so long as the Club causes such third party to conduct such Concessions operations in accordance with applicable County ordinances and regulations.
  - (A) **Consultation and Club Concession Revenues.** The Club agrees to consult periodically with the County concerning Concession prices. The Gross Revenues From Concessions shall be the sole and exclusive property of the Club. "**Gross Revenues From Concessions**" shall mean total Concessions revenues from all operations on the Leased Premises, including, without limitation, but not limited to Spring Training operations, less all taxes and charges imposed by any governmental, regulatory, or taxing authority and subject to **Sections 5(D)** and **5(E)** below.

- (B) Certain Concessions. The Club, or its designee, may, during the Term and any Renewal Term, publish and sell or dispense scorecards, yearbooks, game programs and novelty items carrying the logo or marks of Major League Baseball, the Club or of any other Major League Club on the Premises, all of which shall be deemed to fall within the definition of "Concessions," and the revenues derived from the sale of such publications, logo items, scorecards, yearbooks and game programs, shall be included in the calculation of Gross Revenues From Concessions.
- (C) Costs and Expenses of Concession Operations. The Club, or its designee, shall be responsible for paying all costs and expenses of Concessions operations. As the concessionaire, the Club or its designee shall operate the Concessions in a manner consistent with industry standards, including, without limitation, providing a sufficient number of properly trained Concession personnel to provide the Concessions to those attending all events held at the Leased Premises. In addition, the Club agrees to provide (or cause to be provided) a reasonable selection of quality items for purchase by those attending Spring Training events at the Leased Premises.
- (D) Concessions for Non-Club Events. The County shall notify the Club of any non-Club events for which it desires that the Club provide Concessions operations no less than fifteen (15) business days prior to the date of such event. The Club may provide such operations for any event requested by the County, but shall not be obligated to provide such operations. If the Club provides such operations for any event requested by the County, the Club shall be compensated as if the Club were a third party concessionaire, consistent with its other concession activities as set forth herein. Should the Club elect not to provide such Concessions operations, the County shall be free to contract with a third party to provide such Concessions operations, subject to the final approval of the Club, which approval shall not be unreasonably withheld or delayed (but which may include reasonable terms and conditions for the use of any equipment owned by the Club or its designee). Subject to Section 5(E) below, the County shall be entitled to retain the following amounts in respect of Concessions operations for any non-Club events: (1) all revenues from Concessions operated by an approved third party pursuant to this Section 5(D) (subject to any reasonable terms and conditions, including, without limitation, financial responsibility of the County for any damages incurred, of the Club approval), and (2) the net revenue available to the Club after deduction of any and all costs and expenses associated with such Concessions operations for the applicable event, including, without limitation, any commissions or allowances paid to a third party concessionaire. Subject to the limitations of Florida Statute 768.28, the County shall indemnify the Club for any damage or other costs incurred by the Club in connection with the County's operation of the Concessions.
- (E) County Sale/License of Novelty Items. Notwithstanding the foregoing, the County reserves the right to sell or allow third parties to sell novelty items only at

County sponsored or authorized events at the Leased Premises or at events other than Spring Training or non-professional baseball uses held on the Leased Premises. The County or third parties may not sell novelty items that carry the Club logo or marks or the logo or marks of any other Major League Club or any Minor League club. The County or its designee shall retain all revenues from the sale of novelties in accordance with this **Section 5(E)**.

- (F) **Concession Equipment**. The Club or its designee shall purchase and maintain all equipment reasonably necessary for the operation and sale of Concessions for Spring Training events held at the Leased Premises during the Term and any Renewal Term. Concession equipment and all other equipment acquired by the Club (or its designee) shall be the property of the Club (or its designee) both during and after the Term and any Renewal Term. The County acknowledges and agrees that all Concessions equipment on the Leased Premises as of the date hereof belongs to the Club or its designee.
- (G) **Health and Quality Standards**. The Club or its designee shall maintain standards of cleanliness and product quality consistent with high quality industry standards at a Major League Baseball Spring Training facility. The Club shall consult annually with the County as to these issues and as to pricing issues and shall give due consideration to the views of the County regarding these issues.

6. **MESSAGE CENTER/BILLBOARD ADVERTISING/SPONSORSHIP/NAMING RIGHTS**.

- (A) **Club Sale of Rights and Licenses**. Except for approved events held by the County, the Club shall be entitled to sell rights with respect to the Leased Premises, subject to applicable laws, regulations and County review as to the propriety of the naming as set out in **Section 7** below. The activities set forth herein with respect to which the Club is authorized are not limited to those enumerated herein. All revenues received by the Club from or in connection with this Lease shall be the property of the Club or its designee, including, without limitation, all advertising, promotions or sponsorships, including, without limitation, scoreboard/message center advertising, billboard signage (i.e., outfield fence, concourses and other advertising signage) and advertising rights and the rights with regard to the naming of the Spring Training facility or any part thereof as set forth in **Section 7**. Naming rights shall not be subject to termination by the County until the expiration of this Lease and any extensions thereof.
- (B) **Limitation on Hotel Advertising and Promotion**. The Club agrees that it will not permit billboard signage in the Major League Stadium to advertise or promote any specific hotel, inn or any other facilities offering overnight accommodations to transient guests (collectively, "Hotels") which are not located within Lee County or in the State of Minnesota. The foregoing, however, shall not prohibit the Club from selling billboard signage to promote any national business entity which operates or owns a "chain" of Hotels throughout several states.

- (C) County Events Advertising. Subject to compliance with any applicable MLB Rules and Regulations, the County shall have the right to sell message center advertising during County events as permitted herein. All gross revenues derived from the sale of message center advertising in accordance with this Section 6(C) shall be the sole and exclusive property of the County, and the County shall be responsible for all third party expenses incurred in connection with such advertising. In no event may the County sell any message center advertising to an entity if the sale of such advertising would cause the Club to breach any exclusivity granted to a naming rights or presenting sponsor pursuant to Section 7 below, unless the Club has expressly approved in advance such advertising in writing. The County may display alternate product signage during events that occur outside of Spring Training season to promote economic development and tourism.
- (D) Cooperation for Permits and Licensing. The County shall use all reasonable, lawful and permissible efforts to assist the Club in obtaining any and all permits or licenses required under the laws or regulations of any governmental authority and necessary for the scoreboard message center and billboard or fixed signage advertising. The County shall also not act unreasonably to withhold or delay its approval of any such permits or licenses required under its laws or regulations.

## 7. NAMING RIGHTS.

- (A) Grant and Limitation. The County agrees that it is granting to the Club exclusive naming (and presenting sponsorship) rights to all or any portion of (i) the Stadium Complex and (ii) any building located on the Leased Premises; provided, however, the foregoing grant shall not include naming rights to William H. Hammond Stadium, and the Major League Stadium shall continue to be named "William H. Hammond Stadium" throughout the Term and any Renewal Term. Subject to the foregoing sole exception, the Club shall have the right to sell all other naming rights with respect to the Leased Premises, and all revenues therefrom shall be the property of the Club. The Club shall be under no obligation to exercise its right to sell naming rights. The County shall cooperate with the Club and the naming rights holder(s), if any, in all matters arising in connection with the implementation of the naming right holder's benefits under any such naming rights agreement(s), including, without limitation, removal of and addition to external and internal Stadium Complex and other Leased Premises signage.
- (B) Naming Rights Guidelines. With respect to the Club's naming rights described herein for all or any portion of the Stadium Complex and the buildings located on the Leased Premises, provided that (i) the duration of any contract for naming rights of a third party shall expire no later than the expiration of the Term (whether upon expiration of this Lease or by earlier exercise of any termination rights in this Lease), (ii) the Club shall not permit any name to be given to any portion of the Stadium Complex and the buildings located on the Leased Premises

that would be in violation of any law or regulation, (iii) the Club shall not permit any name of any entity that is in an industry that is part of any advertising which (a) is contrary to law or promotes any unlawful activity or purpose, (b) does not meet national network television broadcast standards, or (c) may be offensive to the public, and (iv) the name of the complex constituting the Leased Premises and the name of the main playing field at William H. Hammond Stadium shall be approved by the County, which approval shall not be unreasonably withheld, delayed or conditioned. In approving or disapproving a name, the County may consider the proprietary of the name or product it represents for a public facility. The Club agrees that no geographic term may appear in the name except "Florida," "Lee County," "Ft. Myers," "Minnesota," or "Minneapolis," or such other geographic designation as is part of the name of the entity that purchases the naming rights (for example, Bank of America, US Airways and Air France).

- (C) County Use of Names. The County shall exclusively use the name(s) given to all or any parts of the Stadium Complex and the buildings located on the Leased Premises in accordance with the terms of this Section 7 in all correspondence, communications, advertising and promotion it may undertake with respect to the Leased Premises, including, without limitation, in connection with the promotion of County events, subsequent to receipt of written notice from the Club of the determination of such name. In the event that such name(s) or any name given to all or any part of the Leased Premises is changed, the Club shall reimburse the County for any and all costs incurred by it in connection with such name change, including, without limitation, the cost of replacing letterhead, envelopes, mailing labels, business cards, advertising and promotional materials, websites, and telephone listings and advertising.
- (D) Intellectual Property Rights.
- (1) Intellectual Property Rights of the County. The Club acknowledges and agrees that the name "William H. Hammond Stadium" and all derivatives thereof are and will remain the exclusive property of the County. The County hereby grants to the Club an exclusive (except as to the County with respect to its use in accordance with the provisions of this Lease), royalty free license to use throughout the Term and all Renewal Terms the name and image of the Premises, including William H. Hammond Stadium and all derivatives thereof, including any and all Composite Marks in connection with the marketing, promotion and advertising of the Club's business and operations. The foregoing right includes the right to sublicense such names, images and Composite Marks by the Club in its discretion. Each Composite Mark shall be the sole and exclusive property of the Club, subject to the County's ownership rights in such marks. The Club shall have the right to register, with the assistance of (but not at the expense of) the County, any Composite Marks containing the name and image of the Premises, including William H. Hammond Stadium, and all derivatives thereof. Nothing herein is intended to transfer any ownership

rights or title in the County's intellectual property to the Club. The Club will not at any time do or cause to be done any act or thing contesting or impairing in any way the County intellectual property rights or title, or other proprietary interests. Any and all good will attendant to or arising from the Club's use of the name "William H. Hammond Stadium", derivatives thereof, and any other intellectual property owned by the County shall inure to the exclusive benefit of the County.

- (2) Intellectual Property Rights of the Club. The Club trademarks, logos, design, product identification, decals and artwork and all other similar intellectual property ("**Club Intellectual Property**") will be and remain the property of Club. Any and all rights under trademarks or copyrights, and similar and/or derivative intellectual property rights that are or become Club Intellectual Property will inure to the benefit of the Club. The County shall not have the right to use Club Intellectual Property except as specifically set forth in this Lease, and any such grant to the County is non-assignable and non-transferrable and will be utilized by the County only for the purposes of and for the specified Term and any Renewal Terms of this Lease. All uses of Club Intellectual Property by the County shall be subject to the written approval of the Club, prior to production, distribution and/or other use. The use authorized herein is limited to the Club Home Television Territory and the Spring Training Territory. Nothing herein is intended to transfer any ownership rights or title in the Club Intellectual Property to the County. The County will not at any time do or cause to be done any act or thing contesting or impairing in any way the Club Intellectual Property rights or title, or other proprietary interests.
- (E) County Option to Release Hammond Naming Rights. The County shall have the option and right to convey naming rights and interests to the Club for the Major League Stadium to replace "William H. Hammond Stadium." The Club may at its discretion accept such rights pursuant to a written notice of acceptance. If the Club accepts such rights from the County, it shall be under no obligation to promote, market or license such rights to a third party; however, if the Club does license such Major League Stadium naming rights to a third party to replace "William H. Hammond Stadium," the Club agrees that it will make reasonable commercial efforts to cause the naming rights sponsor(s) to make a donation to the County on a yearly basis for the term of any naming rights agreement(s). The amount paid, if any, by a naming rights sponsor(s) shall be used exclusively for the Capital Improvements Fund and deposited by the County to the account established for the Capital Improvements Fund described in Section 12(B), and as set forth in Exhibit F. The contribution will not reduce the County's obligation as set forth in Exhibit F, and such funds shall be in addition to the amounts paid by the Parties in accordance with Exhibit F.

8. **LEASE PAYMENTS.** As consideration for this Lease and as rent due to the County for the lease of the Leased Premises to the Club, the Club agrees to pay to the County a guaranteed base annual lease payment for each year during the Term and any Renewal Term the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "**Base Annual Rent**"). The Base Annual Rent shall be increased every five (5) years by adding a three percent (3%) increase during the Term and any Renewal Term, as set forth on **Exhibit E**. Such payments shall be made to the County no later than June 1 of each year during the Term and any year during any Renewal Term. The Club shall be responsible for payment of the State of Florida sales tax in accordance with Florida Statute §212.031, as such statute may be amended, revised or renumbered from time to time.
9. **FANTASY CAMPS.**
- (A) **Use of Leased Premises.** In the event the Club or its designee or assignee shall hold or conduct any fantasy camp at the facility at any time during the Term or any Renewal Term, the Club shall pay no additional costs to the County for the use of the Leased Premises for such fantasy camp. All revenues derived from such Club fantasy camps shall be the property of the Club.
- (B) **County Authorized Use and Camps.** The Parties agree that the Club and its designees and assigns shall be entitled to use the Leased Premises for up to three (3) weeks a year for the fantasy camps pursuant to this **Section 9**. The County reserves the right to also conduct fantasy camps in the Major League Stadium when not occupied by the Club with reasonable prior notice given to the Club, which notice shall not be less than thirty (30) days. The County will not promote (nor permit others to promote) such fantasy camps as being affiliated with or sanctioned by Major League Baseball or any Major League Club, nor shall the County conduct such fantasy camps at any time during which it would interfere with the Club's rights to use the Leased Premises in accordance with this Lease. The Club shall have the right to veto any fantasy camp conducted by the County as contemplated herein if such fantasy camp utilizes Minnesota Twins present or former players. All revenues derived from the County's fantasy camps will be the exclusive property of the County.
10. **BROADCASTING.** The County shall equip the Major League Stadium for broadcast, cablecast and/or televising of any games played by the Club and shall maintain the equipment necessary therefor. The Club shall retain any and all broadcasting and television (cable and over-the-air) rights for any games played by the Club or its Minor League teams at the Stadium Complex. The Club and its affiliates and agents shall not be charged any "hook-up" fees or similar charge for Major League Baseball and/or Minor League baseball events. Subject to the MLB Rules and Regulations, the County shall have the right to charge reasonable hook-up fees and other similar charges to visiting teams for Major League Baseball and/or Minor League baseball events.

11. **GAMES PLAYED.** The Club will play each and every one of its regularly scheduled Spring Training home games exclusively at the Major League Stadium. Such exclusivity shall not include any exhibition games scheduled to be played by the Club during or following the conclusion of the Florida-based Spring Training schedule, and prior to the immediate ensuing Major League Baseball regular season, or any home game approved by the BOC to be played at a location other than the Major League Stadium. The Club shall endeavor in good faith to request that MLB schedule no less than two (2) night games during Spring Training each year during the Term and any Renewal Term.

12. **OPERATING MAINTENANCE AND CAPITAL IMPROVEMENTS.**

(A) **Operating Maintenance.**

- (1) **County Maintenance.** Throughout the Term and any Renewal Term, and except as otherwise expressly provided herein, the County shall, at its sole expense, provide all cleaning, repair and operational maintenance services for the Leased Premises in conformity with high quality industry standards, including, without limitation, the playing and practice fields located thereon at no expense to the Club. For purposes of this Lease, cleaning, repair and operational maintenance services shall mean those ordinary cleaning, maintenance and repair services necessary to keep the Premises in first-class good and working condition and are ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life, including, without limitation, painting, waterproofing and any expenditures that would otherwise be treated as capital in accordance with generally acceptable accounting principles but become necessary (a) as a result of the County's failure to conduct appropriate operational maintenance services pursuant to this **Section 12(A)**, or (b) to maintain the Leased Premises in good working order.
- (2) **Maintenance Standards.** The Leased Premises shall be maintained by the County pursuant to the terms of this Lease and in accordance with the highest level of practiced professional baseball standards. The maintenance of the athletic fields located at the Leased Premises shall include, without limitation, recycling, sustainability, fertilization, weed and vegetation control, and pest control and shall be done after normal game and Club practice hours to ensure minimum interruption with Club activities.
- (3) **Club Maintenance Responsibility.** The Club shall be responsible for providing janitorial services for the Club's Exclusive Use Areas. The County shall be responsible for payment of janitorial services only for its direct usage of the Club's Exclusive Use Areas either by the County or third parties that are hosted or otherwise licensed by the County for activities in the Club's Exclusive Use Areas. The Club shall reasonably

charge and invoice the County for its pro-rata percentage of such service cost or the County may elect to perform or provide such janitorial services during or following each such event.

- (4) Purchase of Corporate Sponsor Products/Services. In connection with any operations at the Leased Premises, the Club shall have the right to cause the County to use products and/or services of its corporate sponsors if such products and/or services are reasonably comparable in price and quality to other alternatives available to the County; **provided, however**, the County shall not be obligated to purchase such products and/or services if it would require the County to be in violation of any pre-existing written agreement with any third party or applicable law, including, without limitation, the County's obligations with respect to competitive bidding.

(B) Capital Improvements.

- (1) Capital Improvements Fund. The County and the Club have established an account for mutually agreed upon capital improvement projects to benefit the Leased Premises during the Term and the Renewal Terms, if any (the "**Capital Improvements Fund**"). No later than January 1 of each calendar year during the Term and any Renewal Term, the County and the Club shall contribute funds to the Capital Improvement Fund in accordance with the schedule of contributions to the Capital Improvement Fund as set forth in the attached **Exhibit F**. Notwithstanding the schedule set forth in **Exhibit F**, the County and the Club have agreed that if the County sinking fund is not sufficient to timely fund the "County Payment Obligation" under, and as defined in, the Spring Training Development Agreement, the Club has covenanted to advance future contributions to the "Capital Improvements Fund" as defined in and under the Amended Agreement or this Lease, as applicable, to supplement the sinking fund deficiency. The County agrees that such Club advances shall be credited against payments set forth in **Exhibit F** of the Amended Agreement and this Lease, as applicable.
- (2) Capital Improvements. The County shall be financially responsible for and undertake capital improvements to the Leased Premises in accordance with the terms herein and in conformity with highest quality Major League Baseball industry standards. For purposes of this Lease, capital improvements shall mean those improvements that restore an asset or add to its useful life, or relate to assets having a useful life of more than twelve (12) months, in accordance with generally accepted accounting principles but shall expressly exclude capital expenditures to Concession and novelty equipment, portable Concession units, and equipment owned solely by the Club.

- (3) Club List of Capital Improvements. The Club shall provide to the County annually by January 1 a list of those capital improvements reasonably anticipated to be needed in the following fiscal year (October 1 to September 30.) The County shall provide the Club an estimate of the cost of the capital improvements on such list no later than February 15th of the applicable year. The Club shall have thirty (30) days to review the estimates and submit a final list of reasonable capital improvements for the following fiscal year to the County. The County shall complete all items on the final list submitted by the Club to the extent the costs of such items are payable from the Capital Improvements Fund. In the event that the actual cost of capital improvements agreed upon by the Parties for the then current year exceeds the total amount contributed to the Capital Improvements Fund by the Parties, the Parties shall negotiate in good faith to agree upon any additional contributions to the Capital Improvements Fund to be paid by the Club and the County. The County shall annually, by January 1 of each year during the Term and all Renewal Terms, provide to the Club a written accounting and description of any and all capital improvements made to the Leased Premises and allocate the costs and expenses between direct County expenditures and those expenditures of the Capital Improvements Fund. The Capital Improvements Fund shall be reconciled in the same report.
- (4) [RESERVED]
- (5) County Capital Improvements -- Spring Training Development Agreement. In addition to the County's contributions to the Capital Improvements Fund, and as the primary inducement for the Club to enter into this Lease, the County (i) has executed and delivered to the Club a Spring Training Development Agreement of even date herewith, and (ii) shall complete the entirety of the improvement and expansion project described in the Spring Training Development Agreement set forth as Exhibit D to this Lease (the "**County Capital Improvements**"). The County Capital Improvements shall be completed in their entirety, in conformity with the Spring Training Development Agreement, on or before February 1, 2015, but in no event later than February 1, 2016. Except, as specifically provided in Section 31 with respect to the State of Florida Economic Development Funds, all costs and expenses related to the County Capital Improvements shall be the sole responsibility of the County and shall not be deducted from nor otherwise credited against the Capital Improvements Fund. The Club has, by way of clarification and without limitation, such rights of participation, inspection and approval with respect to the County Capital Improvements as set forth in the Spring Training Development Agreement, and such rights are incorporated by reference herein.

13. **EQUIPMENT.** Throughout the Term and any Renewal Term, the County shall be solely responsible for providing all equipment necessary to operate the Leased Premises for the purposes contemplated herein, except as expressly provided herein with respect to Concessions and novelty equipment. In addition, the County shall be responsible throughout the Term and any Renewal Term for the cost of replacing any equipment not in good and working order. If the Club supplies Concessions and novelty equipment necessary to operate the Leased Premises, such property shall be the personal property of the Club unless such property is a fixture to the real estate.
14. **TOURIST PROMOTION.** The County and the Club agree to develop an ongoing promotional partnership for the purpose of promoting Spring Training games and Ticket Sales thereof, and promoting other tourism opportunities in the County.
- (A) **Yearly Plan.** No later than July 31<sup>st</sup> of each year during the Term and any Renewal Term of this Lease, the Club and the County shall meet and develop a mutually agreeable plan to promote both Spring Training and the Club's regular season and postseason games, including a mutually beneficial promotional campaign to be jointly undertaken to target the Minneapolis/St. Paul market in the next succeeding calendar year consistent with the value, scope and cost incurred in the preceding calendar year. The County shall be solely responsible for any third party costs incurred in connection with the promotional campaign.
- (B) **Club Broadcasts.**
- (1) **Twins Television:**
- (i) **Drop-Ins** – During every Club Spring Training telecast or cablecast that is telecast or cablecast by the Club's local television rightsholder (and not any national MLB television rightsholder), the Club will provide the County with two (2) 15-second announcer-read drop-ins (including graphics) promoting tourism in the County.
- (ii) **Guest Appearance** – During every Club Spring Training telecast or cablecast that is telecast or cablecast by the Club's local television rightsholder (and not any national MLB television rightsholder), the Club will provide the County with the opportunity for a County tourism representative to visit the booth for an in-game interview for a period of at least one-half (1/2) inning for the purposes of promoting the County's tourism effort.
- (2) **Twins Radio:**
- (i) **Drop-Ins** – During every Club Spring Training radio broadcast that is broadcast by the Club's local television rightsholder (and not any national MLB radio rightsholder), the Club will provide two (2)

- 15-second announcer-read drop-ins promoting tourism in the County.
- (ii) Guest Appearance – During at least six (6) Club Spring Training radio broadcasts that are broadcast by the Club's local television rightsholder (and not any national MLB radio rightsholder), the Club will provide the opportunity for a County tourism representative to visit the booth for an in-game interview for a period of at least one-half (1/2) inning for the purposes of promoting the County's tourism effort.
- (3) Production of Materials: The County shall be responsible for the production of all drop-in materials (including graphics) which are subject to the prior approval of the Club in advance of any production or usage.
- (C) Target Field Advertising. The Club will provide the County with the following Target Field or any successor stadium advertising and promotional opportunities during the Club's regular season play:
- (1) Club Publications:
    - (i) One (1) full-page, four-color ad in all issues of *Twins Magazine*.
    - (ii) One (1) full-page, four-color ad in the *Twins Yearbook*.
  - (2) Club Scoreboard:
    - (i) The opportunity to run one (1) 30-second commercial spot promoting tourism in the County on the main Target Field scoreboard prior to every Club home game.
    - (ii) Regular messages promoting County tourism on the main Target Field scoreboard during every Club home game.
  - (3) Hospitality:
    - (i) The County is entitled to one (1) VIP event in conjunction with a Club home game at Target Field, which shall include use of a private suite, game tickets and food and beverage service for up to sixteen (16) guests.
  - (4) TwinsFest:
    - (i) The Club shall offer the County the opportunity to have a promotional location at the Club's annual off-season fan festival/Ticket Sales event (TwinsFest) that is held at a location determined by the Club during the Term and any Renewal Term, but only in the event the Club elects to hold such event.

- (5) Direct Mail:
- (i) Participation by the County in regular print and digital mailings to the Club's ticket holders (season, group, single-game, corporate). The mailings will be conducted at no cost to the County; **however**, the County will provide the appropriate brochures, fliers, digital assets, etc.
- (6) Lee County Day:
- (i) One (1) "Lee County Day" promotional day to be held in conjunction with one (1) home game at the Major League Stadium during Club Spring Training. Lee County will be the "featured" partner for that game and receive exposure and pre-game promotion in the local market consistent with "standard" one-day sponsorship packages. The County is responsible for costs of any giveaway items.
- (ii) One (1) "Lee County Day" promotional day to be held in conjunction with one (1) home game at the Target Field or its successor in function during the Club's regular season. Lee County will be the "featured" partner for that game and receive exposure and pre-game promotion in the local market consistent with "standard" one-day sponsorship packages. The County is responsible for costs of any giveaway items.
- (D) Spring Training Advertising. The Club shall provide the County with the following Major League Stadium Spring Training-related advertising and promotional opportunities during each year of the Term:
- (1) Youth Clinics. The Club will annually conduct, at no charge to the County or the participants, not fewer than four (4) youth baseball clinics in the County prior to the Spring Training period. The Club will provide the instructors and necessary equipment for the clinics. The clinics will be promoted as jointly presented by the Club and the Lee County Parks and Recreation Department. The Club retains the right to sponsorships for all clinics. The County will provide local fields and use best efforts to provide on-site support staff to assist in the orderly function of each clinic.
- (E) County Promotion of Club. The County shall use reasonable efforts to promote the presence of the Club baseball operations by all reasonable methods incidental to regular tourist promotional activities conducted by the County. In addition, the County shall use reasonable efforts to promote Ticket Sales for Club events at the Major League Stadium. The County's promotion of the Club shall be limited to the Club Home Television Territory and Spring Training Territory.

15. SERVICES AND PERSONNEL.

- (A) Club Operating Personnel. The Club or its designee shall hire and be responsible and pay for Concessions, ticketing, advertising and other personnel necessary to service patrons attending: (i) the Major League Baseball Spring Training games, (ii) Club baseball activities, and (iii) Club related events presented at the Stadium Complex. Such personnel shall include, but are not limited to, ushers, ticket takers, Concessions workers, first aid attendants, and other related personnel. The Club personnel shall be responsible for maintaining their respective work areas in a neat and orderly fashion.
- (B) Fire Protection. The Club shall provide adequate fire protection staff for the Leased Premises.
- (C) Security. The Club shall provide security within the Major League Stadium for any Club related activities held therein. The Club may hire off-duty members of the Lee County Sheriff's Department to provide such security services and shall pay such off-duty members the prevailing rate established by said police departments. In addition, at all times during Spring Training, the Club shall be responsible for providing security personnel to staff the Club's Exclusive Use Areas. The hiring of such security staff members shall be at the sole discretion of the Club.
- (D) Traffic Control. The County shall continue to provide a sufficient number of members of the Lee County Sheriff's Department for traffic control and assistance with ingress and egress to and from the Stadium Complex for all Major League Baseball Spring Training games only. The County will be responsible for all costs and expenses for such traffic control services.

16. VIOLATION OF LAWS.

- (A) Club Compliance with Tax Laws. Except as provided in Section 22 below, the Club shall pay all lawful taxes, assessments, licenses and charges on its operations, and on goods, merchandise, fixtures, appliances, equipment and property owned solely by the Club and located on or about the Leased Premises (the "**Club Assets**"). Should any improvements to the Club Assets made by the Club become subject to taxes, the Club agrees to pay any and all lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city or any tax or assessment levying body (i) against the Club, (ii) upon the Leased Premises, (iii) upon any interest in this Lease or any possessory right which the Club may have in or to the Leased Premises, or (iv) in the improvements thereon by reason of the Club use or occupancy thereof (but expressly excluding capital improvements made by the County pursuant to Section 12 herein). The County agrees that to the extent permitted by law, it will not support the levy of any new form of tax against Club operations hereunder. Notwithstanding the foregoing provisions, the Club shall have the right, in its own

name or behalf or in the name and behalf of the County, after notifying the County of its intention to do so, to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax or assessment. This provision shall in no way be construed as restricting the County from contesting the legality of such tax or assessment or assisting the Club therein if it so desires.

- (B) Club Legal Compliance. The Club shall not in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the use and occupancy of the Leased Premises under the terms of this Lease.

17. **CLUB ALTERATIONS AND PROPERTY RIGHTS.**

- (A) Alterations and Repairs. The Club shall not make any permanent alterations or permanent additions to the physical structure(s) of the Leased Premises without first requesting and obtaining written approval from the County, which approval shall not be unreasonably withheld. The Club will obtain necessary permits for any such alterations in accordance with paragraph 28. The Club shall repair or cause to be repaired, any damage to the structures, water apparatus, electric lights, or any fixtures, appliances, furniture, lockers or other appurtenances of said Premises, which damages result from any gross negligence or willful misconduct of the Club, its assigns, agents or employees, and shall pay, or cause to be paid to the County, the costs of all reasonable and necessary repairs arising from such gross negligence or willful misconduct; **provided, however,** that, damage by the natural elements or ordinary wear and tear shall in no event constitute alterations by the Club.
- (B) Return of Property. Upon the termination of this Lease, the Club shall return to the County all equipment and personal property of the County in the exclusive possession of the Club, its assigns, agents or employees. All such equipment and property shall be in good condition, subject to ordinary wear and tear damage by the natural elements or damage caused by Persons other than the Club, its agents, assigns or employees.
- (C) Inspection of Leased Premises. Immediately prior to and following Spring Training during each year of the Term and any Renewal Term, the County and the Club shall jointly perform an inspection of the Leased Premises that shall include an inventory of all equipment and personal property of the County and the Club thereon. The Club shall promptly pay to the County any monies owed pursuant to **Section 17(A)** for damage to the Leased Premises or County property thereon that was discovered as a result of such inspections, but only to the extent such damage was caused by the Club or its assigns, agents or employees. The County shall promptly pay to the Club any monies owed for damage to the Club property on the Leased Premises that was discovered as a result of such inspections. Any damage not caused by the Club shall be promptly repaired by the County.

18. **UTILITIES.** Except as otherwise provided herein, the County shall be responsible for the cost of all utilities in respect of the Leased Premises, including, without limitation, electricity, water, sewage, trash removal, recycling, local telephone service, data, internet access and electronic communications that become common communication methods. Notwithstanding the foregoing, the Club shall reimburse the County for electrical costs incurred to provide field lighting for any evening games played by the Club at the Major League Stadium during the Term and any Renewal Term, and shall be responsible for electricity charges related to the Club's Exclusive Use Areas. The County will provide separate electrical meters for all such locations. In addition, the Club will pay for long distance service for calls made by the Club.

19. **USE.**

(A) **Standards and Rights of Use.** During the Term and any Renewal Term, the Club shall be entitled to peacefully have and enjoy the exclusive use of the Leased Premises during Spring Training without unreasonable interruption or interference by the County, or any Person claiming by, through and under the County, except to the extent that concurrent rights to use the Leased Premises may be exercised or granted to others by the County hereunder in accordance with the provisions of this **Section 19**. At any time throughout the Term and any Renewal Term, during Spring Training, the Club use shall be exclusive and the County may not use the Leased Premises for any purpose. Outside of Spring Training, the County has the right to use, or permit third parties to use the Leased Premises for any event so long as (a) such use would not interfere with the Club's Exclusive Baseball Activities, and/or (b) such use would not materially impair the condition of a playing field on the Leased Premises such that the field condition would no longer meet professional baseball standards, and/or (c) such use would not interfere with the Club's Exclusive Use Areas. In any case, the County shall notify the Club of any such use and the Club shall have the right to object to any such use if the Club determines that (i) such use would interfere with the Club's Exclusive Baseball Activities, and/or (ii) such use would materially impair the condition of a playing field on the Leased Premises such that the field condition would no longer meet professional baseball standards, and/or (iii) such use would interfere with the Club's Exclusive Use Areas.

(B) **Spring Training Schedule.** The Club shall advise the County of its intended Spring Training schedule as soon as practicable each year following the confirmation of such schedule to enable the County to schedule events on the Leased Premises but only in accordance with the terms of this **Section 19**. Subject to having been made available to the Club by Major League Baseball, no later than December 15 of any year during the Term and any Renewal Term, and subject to additional changes required by Major League Baseball, the Club shall furnish the County with its final Spring Training exhibition game schedule and any extended use requirements, if any, for the upcoming year. In the event the Club has an existing Minor League team and/or exercises the right of first refusal for Minor League baseball in accordance with **Section 1(B)** hereof, the Club shall

provide the County with such Minor League game schedule no later than February 1 of any applicable year during the Term and any Renewal Term.

- (C) County Use of Leased Premises. The County may use any of the facilities in the Leased Premises for the following public purposes subject to and in accordance with the provisions of this Lease: (i) the exhibition, presentation and broadcasting (or other transmission) of other amateur or professional sporting events, (ii) exhibitions and tournaments, (iii) musical performances, (iv) theater performances and other forms of live entertainment, (v) public ceremonies, (vi) fairs, markets, fireworks displays, shows, or other public or private exhibitions and activities related thereto, and (vii) pre-scheduled meetings and other activities in the conference area(s), training center, dormitory and auditorium.

The County shall be solely responsible for all costs and expenses resulting from the use of the Leased Premises for any non-Club related events, including, without limitation, the cost of utilities, staffing, and any costs required to repair any damage occurring during such events. The County shall retain all revenue derived from such non-Club use of the Leased Premises except as provided in Section 5 with respect to Concessions and novelty operations.

- (D) Club Consent to Certain County Uses. The County will not use Club property or equipment without the express written consent of the Club. The County shall promptly repair or replace damaged property or equipment owned by the Club or its concessionaire if damage resulted from the County's use, or any other third party's use, of the Leased Premises to the extent the third party use was authorized or permitted by the County or resulted from the County's negligence.
- (E) County Promotion of Club. The County shall use reasonable efforts to promote the presence of the Club baseball operations by all reasonable methods incidental to regular tourist promotional activities conducted by the County. In addition, the County shall use reasonable efforts to promote Ticket Sales for Club events at the Stadium Complex.

20. OPERATIONS. The Parties hereby agree that the exclusive use of the Leased Premises by the Club during Spring Training includes operational jurisdiction over the various service providers, subcontractors, and other Persons who may be involved or working at the Leased Premises, but shall not include operational jurisdiction over any County employees unless expressly agreed by the Parties. Accordingly, the Club shall manage the agreed upon operations for the Spring Training games, including Ticket Sales and distribution of tickets. The Club shall endeavor in good faith to cooperate with other parties using the Leased Premises, including the County, when managing personnel on the Leased Premises during Spring Training or otherwise in accordance with this Lease.

21. ASSIGNMENT/SUBLEASE. The rights granted to the Club pursuant to this Lease shall not be assigned, except with the prior written consent of the County; provided,

however, that any assignment or transfer pursuant to the sale of all or substantially all of the assets and/or ownership interest of the Club shall not require County's consent hereunder. The Club shall have the right of first refusal to sublease the Leased Premises to a professional baseball Minor League program as previously provided herein, provided such sublessee consents in writing to be bound by the provisions of this Lease. The County shall have the right to approve such sublessee and sublease agreement, provided that such approval shall not be unreasonably withheld.

22. **TAXES.** The County represents and warrants that (1) as of the date hereof, it has and shall continue to have throughout the Term and any Renewal Term, all ownership interests in the Leased Premises, (2) as such, has the full authority to grant the Club the rights provided hereunder, and (3) this Lease has been entered into for the public purpose of promoting tourism, gainful employment and economic growth in the County and the State of Florida. It is the intent and understanding of the Parties that the leasehold interest held by the Club pursuant to this Lease shall be exempt from ad valorem taxation pursuant to Chapter 196.199, Florida Statutes. If, for any reason during the Term and any Renewal Term, all or any portion of its the leasehold interest or other rights or benefits held by the Club under this Lease becomes subject to ad valorem taxation, such tax shall be paid by the County as provided by law.

23. **HOLD HARMLESS/INSURANCE.**

(A) Hold Harmless by County. Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the County shall indemnify, defend, and hold harmless the Club and the members, partners, officers, employees, affiliates, representatives and agents of the Club (the "**Club Indemnified Parties**"), from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorneys' fees and court costs, arising out of the use, maintenance or operation of the Leased Premises by the County or any of its designees, lessees, agents, employees, or contractors, or arising out of the actions, omissions to act, or negligence of the County or any third party using the Leased Premises with permission from or the approval of the County in accordance with its rights hereunder, or the County's breach of any representation, warranty or agreement with the Club including, without limitation, bodily injury, death and/or property damage or any other lawful expense. The County agrees to defend all actions on behalf of the Club Indemnified Parties to which such indemnity applies and to conduct the defense thereof at the County's sole expense and by the County's counsel, which counsel in its selection and appointment shall be satisfactory to and approved in writing by the Club, but such approval shall not be unreasonably withheld or delayed. The County may not settle any suit, action or claim to which an indemnification obligation applies under this **Section 23** without the prior written approval of the Club, which approval shall not be unreasonably withheld, delayed or conditioned.

(B) Hold Harmless by Club. The Club shall indemnify, defend, hold harmless the County from and against any and all claims, actions, damages, liability, costs and

expenses, including reasonable attorneys' fees and court costs, arising out of the use of the Leased Premises by the Club or any of its agents, employees, or contractors (the "**Club Parties**") or arising out of the actions, omissions to act, or negligence of the Club Parties or any third party using the Leased Premises for professional baseball activities or related events with permission from or the approval of the Club in accordance with its rights hereunder, or the Club Parties' breach of any representation, warranty or agreement with the County including, without limitation, bodily injury, death and/or property damage or any other lawful expense. The Club agrees to defend all actions to which such indemnity applies and to conduct the defense thereof at the Club's sole expense and by the Club counsel. The Club may not settle any suit, action or claim to which an indemnification obligation applies under this Section 23 without the prior written approval of the County, which approval shall not be unreasonably withheld, delayed or conditioned.

(C) Insurance. Each Party shall maintain insurance with a company or companies reasonably acceptable to the other, which company or companies shall have at least an A- Best rating. Except as may be limited by applicable law, each Party agrees to maintain insurance policies as follows or may self-insure its obligations as outlined under Florida Statutes:

- (1) Workers' compensation insurance in an amount not less than is required by Florida law; and Employers Liability Insurance in an amount no less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease policy limit.
- (2) Commercial general liability insurance, providing coverage for bodily injury and including property damage and personal and advertising injury, including contractual liability and products/completed operations coverage with minimum limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate, or such other amount as the Parties may determine is reasonably prudent based upon any changes in circumstances.
- (3) The Club shall maintain Liquor Liability Coverage for bodily injury and property damage on an occurrence basis in an amount not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate, provided that the Club's election such insurance may be maintained by any concessionaire serving alcoholic beverages at the Stadium Complex. In the event the Club elects to require any concessionaire serving alcoholic beverages at the Stadium Complex to maintain Liquor Liability Coverage, it shall notify the County in writing prior to commencement of the Spring Training season. The Club shall require such concessionaire's policy to name the County and the Club as additional insureds and to provide coverage as broad as the coverage required to be maintained by the Club.

Such concessionaire's Liquor Liability Coverage is subject to review and prior written approval by the Club and the County.

- (4) Automobile liability for bodily injury and property damage arising from the use of owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident.
  - (5) The Club shall maintain at its expense during the Term of this Lease personal property coverage in an amount not less than the replacement cost of personal property at the Stadium Complex owned by the Club. County shall maintain property insurance for the full replacement value of the Premises (including all improvements and personal property) against loss by "all risk" perils, including but not limited to fire, extended coverage, windstorm, vandalism, malicious mischief, flood and earthquake.
  - (6) Prior to commencement of the Term, each Party shall furnish or cause to be furnished to the other Party a certificate of insurance evidencing all insurance policies required under **Section 23**. Renewal certificates shall be delivered by each Party to the other Party at least ten (10) days prior to the expiration of any policy of insurance. No such policy shall be cancelled by either Party except after thirty (30) days' prior written notice to the other Party. All liability insurance policies obtained by the Club shall designate the County as additional insureds. All liability insurance policies maintained by County shall be primary and non-contributory with any insurance maintained by the Club in connection with any claims arising out of the County's operations and activities. All liability insurance policies maintained by the Club shall be primary and non-contributory with any insurance maintained by the County for claims arising out of the operations and activities of the Club. All policies required hereunder shall be reviewed at least every three (3) years to ensure that the policy limits and deductibles are in amounts reasonable and customary for facilities of comparable size and use at the Stadium Complex.
- (D) Waiver of Subrogation. The Club and the County, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands or rights of indemnity that either of them may have against the other (including all rights of subrogation) on account of damage to the Complex or to any personal property located therein resulting from fire or other casualties, no matter what the cause thereof may be. Such waiver shall be effective only to the extent of insurance proceeds actually received. The Parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.

24. **DISPUTES.** The Parties agree to attempt to settle by mediation any dispute or controversy that may arise between the Club and the County regarding operation, maintenance and the rights or duties hereunder of either Party, as hereafter provided, and the mediator will determine the controversy in accordance with the laws of the State of Florida as applied to the facts as found. Mediation shall be conducted as follows:
- (i) In any case hereunder in which it shall become necessary to resort to mediation, such mediation by the Parties shall be conducted as provided for in this **Section 24.**
  - (ii) The Party desiring mediation shall give written notice thereof to the other Party, specifying in such notice, the specific question or questions to be mediated.
  - (iii) Within fifteen (15) days after service of such notice each Party shall provide the other with the names of at least three (3) individuals to act as a mediator in the matter. The mediator will be selected by the Parties within fifteen (15) days following the exchange of names by mutual agreement. The mediator shall meet with the Parties at all participants' convenience and mediate the matter. If unsuccessful, the Parties may then utilize all lawfully available means to resolve the issue.

Notwithstanding the foregoing, any controversy arising between the Parties with respect to any monetary sums due and owing including, without limitation, Lease payments and other monetary liabilities shall not be mediated and each Party shall have available to it all other remedies available at law or in equity.

25. **SUSPENSION OF PLAY.** If for any reason beyond the control of the Parties, including without limitation, as a result of any act of nature or force majeure, national emergency, state of war, labor strike, lock-out, or other cause of similar nature, the Leased Premises are unavailable for Spring Training in any of the years covered under the terms of this Lease, this Lease shall be regarded as suspended for the period of unavailability without liability to either Party, and the Term or any Renewal Term, shall be extended for one (1) additional calendar year so long as the period of unavailability is no more than one (1) Spring Training period during the Term or any Renewal Term. If the Leased Premises shall be unavailable for more than one (1) Spring Training period during the Term or any Renewal Term, the Club shall have the right to terminate this Lease without any further liability owed by the Club to the County or to the State of Florida.
26. **PROMOTION.** The Parties hereto expressly recognize and agree that the County is undertaking substantial financial responsibility to induce the Club to continue its use of the Leased Premises for Spring Training. Accordingly, the Club agrees to cooperate in good faith with the County in its effort to promote the development and success of Major League Baseball activities in the Lee County area. The Club shall endeavor in good faith to cause personnel and players to participate in a reasonable number of cooperative

activities involving the promotion and development of professional baseball in the County during Spring Training.

27. **NOTICES.** Any notice required to be given hereunder shall be in writing and shall be deemed received (i) upon actual receipt if sent by overnight delivery by a nationally recognized courier or by U.S. Postal Services Express Mail, postage prepaid, (ii) five (5) days after deposit if sent by U.S. certified mail, return receipt requested, or (iii) upon actual confirmed receipt if sent by facsimile copy:

For notices to the Club:

Dave St. Peter  
President  
Minnesota Twins, LLC  
Target Field  
1 Twins Way  
Minneapolis, MN 55403

With a copy to:

Michael J. Grimes  
Briggs and Morgan, P.A.  
2200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402-2157

For notices to the County:

Lee County Manager  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Director of Lee County Parks and Recreation  
Post Office Box 398  
Fort Myers, Florida 33902-0398

With a copy to:

Lee County Attorney  
Post Office Box 398  
Fort Myers, Florida 33902-0398

In addition to the formal notices required by this Lease, the Club shall coordinate in good faith its activities hereunder with the County through the County's Director of Parks and Recreation, or such other individual as the County Manager may designate from time to time. Pursuant to the notice provision above, it is hereby agreed that the said Director or other designee is authorized to represent the County with respect to all matters covered

by this Lease. In similar fashion, the Club shall designate one individual who shall be authorized to represent the Club in such matters. In the absence of the Club making a specific designation to the contrary, this individual shall be the individual named above by the Club to receive all notices.

28. **PERMITS.** The Club, at its sole expense, shall comply with all laws, orders and regulations of federal, state and county authorities, and with any directions given by any public officer pursuant to law, which shall impose any duty upon the Club with respect to the Leased Premises. The County shall provide permits or licenses or take necessary corrective action to ensure the acquisition of any permit directly related to the County's repair, renovation or maintenance of the Leased Premises and compliance with building codes. The Club, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease and the County, when necessary, will join with the Club in applying for all such permits or licenses. To the extent permitted by law, the County will assist and cooperate with the Club in securing permits for the operation of the Leased Premises. The County shall also not act unreasonably to withhold its approval of any such permits or licenses required under its laws or regulations.

29. **TERMINATION AND REMEDIES.**

- (A) **County Termination of Lease.** The County may terminate this Lease: upon thirty (30) days' written notice to the Club of any of the following events (collectively, hereinafter referred to as the "**Club Defaults**" and individually, as a "**Club Default**"):
- (i) If the Club deserts or vacates the Leased Premises;
  - (ii) If, by order of a competent authority, a receiver, liquidator or trustee of the Club or any of its property shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days of the making of such order, or if by decree of such authority the Club shall be adjudicated or determined to be bankrupt or insolvent, or if the Club shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;
  - (iii) If the Club fails to make any payments to the County pursuant to this Lease within one hundred twenty (120) days following written notice of such payment default; or
  - (iv) If the Club breaches any material provision, agreement or obligation hereunder that is not cured within sixty (60) days of notice of such breach; **provided, however,** that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within a reasonable period of time which is acceptable to the County, and the Club diligently

pursues such cure, the Club shall be allowed such agreed upon time period to cure such default.

- (v) If the Club is contracted and is no longer a Major League Club. Notwithstanding the foregoing, the County may not terminate this Lease as a result of any of the foregoing Club Defaults or any other provision of this Lease, until at least the 10th day after the last day of Spring Training occurring in the year of the Term during which the foregoing right to terminate is invoked by the County.
- (B) County Remedies Upon Termination. Upon the County's election to terminate this Lease following a Club Default:
- (i) The County shall have the right to reenter or repossess the Leased Premises by force, summary proceedings, surrender or otherwise, and may dispossess and remove the Club, or other occupants thereof, without being liable for any prosecution therefore; **provided, however,** that the County shall have no right to the Club Assets and the Club shall have the right to remove all Club Assets from the Leased Premises; and/or
  - (ii) The County shall have the right to relet the Leased Premises. Notwithstanding anything to the contrary contained herein, the County shall take all reasonable actions to mitigate any losses or damages caused by a Club Default. Should the County incur necessary and reasonable expenses in enforcing its rights hereunder, specifically including reasonable attorneys' fees and court costs, said reasonable expenses shall be borne by the Club.
  - (iii) In the event of a termination of this Lease by the County arising from a Club Default, the Parties' rights, duties and obligations with respect to the State Development Funds shall be governed by **Section 31** of this Lease.
- (C) Club Termination of Lease. The Club may terminate this Lease upon the following event (collectively, hereinafter referred to as the "**County Defaults**" and individually, as a "**County Default**"):

Upon thirty (30) days' written notice to the County of any breach by the County of any material provision, agreement or obligation hereunder that is not cured within sixty (60) days of notice of such breach; **provided, however,** that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within another reasonable period of time which is acceptable to the Club, and the County diligently pursues such cure, the County shall be allowed such agreed upon time period to cure such default. If the County fails to cure such breach upon the agreed upon time period, the Club shall be relieved of all liabilities and obligations accruing after the effective date of termination.

- (D) Limitation on Right to Terminate. Neither the Club nor the County may terminate this Lease due to the prior action of the other Party having exercised its right to terminate this Lease; **provided, however,** that either Party may dispute any defenses raised as the result of the other Party's putative termination.
- (E) Disposition of Capital Improvement Fund on Termination. No more than thirty (30) days following the effective date of termination or following the expiration of this Lease, the County shall cause to be paid to the Club one-half (1/2) of the amount remaining in the Capital Improvements Fund; **provided, however,** the County shall have the right to withhold any other amounts disputed in good faith with respect to any other financial matter between the Parties until the settlement of any such dispute.
- (F) Rights Cumulative. Unless otherwise limited by specific provisions of this Lease, upon a Default, the non-defaulting Party to this Lease shall also have rights to: (i) file a lawsuit to collect all monetary obligations from the other Party as they become due, in which event the asserting Party shall have the obligation to use all reasonable efforts to mitigate its damages from such monetary obligations, and (ii) file equitable actions, including, without limitation, actions for injunction and/or specific performance under this Lease, and (iii) utilize any of the above provisions as may be deemed appropriate. The remedies available to a Party shall be cumulative and not exclusive, unless otherwise specifically set forth herein.

### 30. FIRE OR OTHER CASUALTY

- (A) Casualty Insurance and Termination by Club. The County shall insure the Leased Premises against damage or destruction by fire or other casualty under the standard fire insurance policy with approved standard extended coverage applicable to the Leased Premises. The County shall ensure that the Leased Premises are covered for one hundred percent (100%) replacement value. If any part of either of the Leased Premises is damaged or destroyed by fire or other casualty insured under the standard fire insurance policy including approved standard extended coverage endorsement applicable to the Leased Premises, and the Leased Premises are unavailable for more than one (1) Spring Training year ("**Substantial Interference**"), then the Club may terminate this Lease by written notice to the County within one hundred twenty (120) days after the later date of such damage or destruction or the date the duration of unavailability of the Leased Premises is known by the Club. In the event the Club elects to terminate this Lease, each Party shall be entitled to the proceeds of any insurance it has procured, there shall be an abatement of all monies due hereunder, and the Club shall be entitled to fifty percent (50%) of any Capital Improvements Funds available as of the date of such damage or destruction. Upon payment of any sums then owing by either Party to the other, the Parties shall be released from all future liability hereunder except for liability under the indemnity provisions hereof, which shall survive such termination.

- (B) Restoration of Leased Premises. If the Club does not elect to terminate this Lease as a result of Substantial Interference of either of the Leased Premises, then at its expense, the County shall restore the Leased Premises to as good as condition as existed previously and the Club shall not be released from any obligations hereunder except that there will be an abatement of all monies due hereunder for the period of unavailability.
- (C) Prompt Repair and Rebuilding. If either of the Leased Premises is damaged or destroyed by fire or other casualty and the Leased Premises are unavailable for less than one (1) Spring Training season during the Term and any Renewal Term, the County shall promptly repair and rebuild the Leased Premises. In such event, all Club obligations hereunder shall be suspended during the time period for which the Leased Premises are unavailable.
- (D) Temporary Facilities. If, during any period the Leased Premises are unavailable, the Club must find an alternative location for Spring Training, the County shall make reasonable efforts, if requested by the Club, to make a temporary Spring Training facility available to the Club. Adjustment to the annual lease payment shall be adjusted.
- (E) Effect on Obligations. Except to the extent provided for in this paragraph or elsewhere in this Lease, neither the monies payable by the Club nor any of the Club's other obligations under any provisions of this Lease shall be affected by any damage to or destruction of the Leased Premises by any cause whatsoever.

31. STATE OF FLORIDA ECONOMIC DEVELOPMENT FUNDS. The legislature of the State of Florida has authorized state sales tax distributions to certain units of local government for funding of professional sports franchise facilities located within the State of Florida (the "**State Development Funds**"). The County submitted an application to the State of Florida on July 6, 2012 to the Florida Department of Economic Development and was granted such funding assistance for the improvements that are described in the Spring Training Development Agreement. In connection with this application and as a condition of any award of funding under Florida Statutes Section 288.11621(2)(a)(2), the Club must agree to reimburse the State of Florida for the funds expended by the County for the costs of the improvements to the Leased Premises that the County received from the State of Florida if the Club relocates before the Term of this Lease expires.

- (A) Reimbursement Covenant. The Club covenants and agrees with the County that it will reimburse the State of Florida for the State Development Funds expended by the County for the improvements to the Leased Premises that the County has received from the State of Florida and expended in connection with the Leased Premises in accordance with the Spring Training Development Agreement, if the Club relocates to another facility before the Term of this Lease expires, or if the County terminates this Lease pursuant to its rights under **Section 29(A)(i)**, subject to the contrary provisions of **Section 31(B)** below if the State of Florida does not decertify the County with respect to the Leased Premises, herein.

- (B) Effect of County Default. The Parties agree that if the Club terminates this Lease and relocates to another facility pursuant to the exercise of its termination rights under this Lease following a County Default pursuant to **Section 29(C)** herein, the Club will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the "Agency") of the circumstances for such termination and relocation, and the Club will not be required by the County or the State of Florida to repay, and the Club will not have any obligation to repay either the County or the State of Florida, for any State Development Funds for the improvements to the Leased Premises in connection with such Club termination. The County shall hold the Club harmless from any assertion or claim by the State of Florida that State Development Funds shall be repayable to the State of Florida by the Club if this Lease is terminated pursuant to the circumstances described in this **Section 31(B)**.
- (C) County Reporting Obligations Upon Termination. The Parties agree that if the County terminates this Lease pursuant to **Sections 29(A)(i) through (v)**, the County will promptly notify the Agency of the circumstances for such termination and will then follow the statutory provision for decertification by the State as set out in Section 288.11621(5), Florida Statutes. **Provided, however,** if the Agency makes an affirmative determination not to decertify the County, neither the County nor the State of Florida will have the right or authority to require the Club to repay at any time the then-expended State Development Funds for the improvements to the Leased Premises of the County termination. The County shall hold the Club harmless from any assertion or claim by the State of Florida that State Development Funds shall be repayable to the State of Florida by the Club if no such decertification arises in connection with the termination of this Lease as described in this **Section 31(C)**.

32. **GENERAL PROVISIONS.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

- (A) Assignment. The covenants, terms, conditions, provisions and undertakings in this Lease, or in any renewals thereof, shall extend to and be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the respective Parties hereto as if they were in every case named and expressed and wherever reference is made to either of the Parties hereto shall be held to include and apply also to the heirs, personal representatives, executors, administrators, successors and assigns of such Party as if in each and every case so expressed.
- (B) Deliveries. The Parties agree to execute and deliver any instruments in writing, which are necessary to carry out any agreement, term, condition or assurance in this Lease, whenever the occasion shall arise and request for such instrument shall be made.

- (C) Remedies Cumulative. The specified remedies to which the Parties may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties may be lawfully entitled in case of any breach or threatened breach of any provision or provisions of this Lease.
- (D) Entire Agreement. This Lease and any exhibits attached hereto contain the entire agreement and understanding between the Parties from and after the Commencement Date, and is a complete and exclusive statement of the terms thereof; **provided, however**, that (i) any exhibit to this Lease that is intended or required by the Spring Training Development Agreement to be amended to conform with the Parties mutual agreement as reflected in the Spring Training Development Agreement shall be amended and restated and shall become an integral and essential exhibit, as amended, to this Lease, and (ii) the Original Agreement, the Amended Agreement and the Conditional Agreement shall be valid for the time periods prior to the Commencement Date as specified in this Lease; and with respect to the Amended Agreement, such time period as specified in this Lease upon a termination by the Club as described in **Section 29(C)**. Except with respect to the Original Agreement, the Amended Agreement and the Conditional Agreement, after the Commencement Date this Lease shall supersede all prior oral and written understandings or agreements, terms or conditions relating to the Leased Premises, including the Public Facility Use Agreement by and between Lee County and the Club, dated December 18, 1991, and neither Party has relied on any representation, express or implied, not contained in this Lease or the simultaneous or prior writings heretofore. Any amendment or modification of this Lease may not be changed or supplemented orally, but shall be in writing and signed by the Parties. This Lease may not be amended, supplemented or otherwise modified, and no provision of this Lease may be waived, unless all necessary MLB Approvals have been obtained in advance thereof.
- (E) Representations. Each of the Parties represents and warrants that as of the date hereof and throughout the Term and any Renewal Term (i) it has all requisite authority to enter into this Lease and to perform its obligations hereunder, (ii) that the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary action on the part of such Party, and (iii) upon due execution and delivery by such part, constitutes a legal, valid and binding obligation of the part, enforceable against such Party in accordance with its terms.
- (F) Severability. If any term or other provision of this Lease is found to be invalid, illegal or incapable of being enforced by any rule of law or public policy by a court of competent jurisdiction, all other terms and provisions of this Lease shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other

provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

- (G) Governing Document. At and upon the Commencement Date, this Lease shall govern the relationship of the Parties with respect to the Leased Premises and the subject matter of this Lease; **provided, however**, that the Capital Improvement Fund shall survive the termination of this Lease for the benefit of the Club and the County, respectively.
- (H) Major League Baseball. Notwithstanding any other provision of this Lease, this Lease and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County rights in areas outside of, the Spring Training Territory of the Club as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Lease, except as are specifically approved in writing by the applicable MLB Entities.
- (I) Survival. If this Lease is terminated or expires, the following provisions shall survive such termination or expiration: Preamble Recitals, **Articles 23** (Hold Harmless/Insurance), **24** (Disputes), **27** (Notices), **29** (Termination and Remedies), **30** (Fire or Other Casualty), **31** (State of Florida Economic Development Funds), **32** (General Provisions) and **Sections 3(A)** (Ticket Sales from Gross Revenues), **4(B)** (Club Retained Revenue), **5(A)** (Consultation and Club Concession Revenues), **5(C)** (Costs and Expenses of Concession Operations), and **5(F)** (Concession Equipment).
- (J) Radon Gas. As required by Section 404.056, Florida Statutes, notice is hereby given that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to individuals who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (K) No Third Party Beneficiaries. This Lease is solely for the benefit of the Parties hereto; no third parties that are not signatories to this Lease have any right to make or bring any claims as being beneficiaries hereunder at any time or under any circumstances.

33. **DEFINITIONS.** For purposes of this Lease and any Exhibits to this Lease, the following terms have the meanings specified:

"*Agency*" shall have the meaning set forth in **Section 31(B)** of this Lease.

"*Amended Agreement*" shall have the meaning set forth in the Preamble Recitals to this Lease.

"*Amendment Date*" shall have the meaning set forth in the Preamble Recitals to this Lease.

"*Base Annual Rent*" shall have the meaning set for in **Section 8** of this Lease.

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

"*Capital Improvements Fund*" shall have the meaning set forth in **Section 12(B)(1)** of this Lease.

"*Club*" shall have the meaning set forth in the Preamble to this Lease.

"*Club Assets*" shall have the meaning set forth in **Section 16(A)** of this Lease.

"*Club Default*" and "*Club Defaults*" shall have the meaning set forth in **Section 29(A)** of this Lease.

"*Club Home Television Territory*" means the states of Minnesota, North Dakota, South Dakota and Iowa and the following counties in the state of Wisconsin: Barron, Burnett, Dunn, Pepin, Pierce, and St. Croix; however, the foregoing geographical area is subject to future revision by MLB under the MLB Rules and Regulations.

"*Club Indemnified Parties*" shall have the meaning set forth in **Section 23(A)** of this Lease.

"*Club Intellectual Property*" shall have the meaning set forth in **Section 7(D)(2)** of this Lease.

"*Club Non-Baseball Event*" shall have the meaning set forth in **Section 2(E)** of this Lease.

"*Club Parties*" shall have the meaning set forth in **Section 23(B)** of this Lease.

"*Club's Exclusive Baseball Activities*" shall have the meaning set forth in **Section 2(C)** of this Lease.

"*Club's Exclusive Use Areas*" shall have the meaning set forth in Section 2(D) of this Lease.

"*Commencement Date*" shall have the meaning set forth in Section 1 of this Lease.

"*Commissioner*" shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

"*Composite Mark*" shall mean a special purpose Club intellectual property mark, which includes the Club's trademarks, logos, names and similar intellectual property that utilizes one or more name or similar intellectual property of the County, including the image of the Premises and the name William H. Hammond Stadium or any derivative thereof, created for promotion, marketing, advertising and other uses contemplated by this Lease. Composite Marks shall be created, used, owned and registered exclusively by the Club. The Club disclaims, and shall disclaim, in any registration and/or application any ownership or other right in and to any County name or other intellectual property used therein.

"*Concessions*" shall have the meaning set forth in Section 5 of this Lease.

"*Conditional Agreement*" shall have the meaning set forth in the Preamble Recitals to this Lease.

"*County*" shall have the meaning set forth in the Preamble to this Lease.

"*County Capital Improvements*" shall have the meaning set forth in Section 12(B)(5) of this Lease.

"*County Default*" and "*County Defaults*" shall have the meaning set forth in Section 29(C) of this Lease.

"*County Suite*" shall have the meaning set forth in Section 3(B) of this Lease.

"*Escrow Agreement*" shall have the meaning set forth in Section 1 of this Lease.

"*Gross Revenues From Concessions*" shall have the meaning set forth in Section 5(A) of this Lease.

"*Gross Revenues From Ticket Sales*" shall have the meaning set forth in Section 3(A) of this Lease.

"*Hotels*" shall have the meaning set forth in Section 6(B) of this Lease.

"*Lease*" shall have the meaning set forth in the Preamble to this Lease.

"*Leased Premises*" shall have the meaning set forth in Section 2 of this Lease.

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

**"Major League Baseball Club(s)"** or **"Major League Club(s)"** shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

**"Major League Constitution"** shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

**"Major League Rules"** shall mean those certain rules of Major League Baseball, all as the same now exist or may be amended from time to time in the future.

**"Major League Stadium"** shall have the meaning set forth in **Section 2(A)** of this Lease.

**"Minor League Complex"** shall have the meaning set forth in **Section 2(A)** of this Lease.

**"Minor League(s)"** shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.

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

**"MLB Entity"** shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

**"MLB Governing Documents"** shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League

Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of November 1, 2006, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

**"MLB Rules and Regulations"** shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

**"More Favorable Provisions"** shall have the meaning set forth in Section 1(C) of this Lease.

**"Original Agreement"** shall have the meaning set forth in the Preamble Recitals to this Lease.

**"Original Agreement Date"** shall have the meaning set forth in the Preamble Recitals to this Lease.

**"Party"** or **"Parties"** shall have the meaning set forth in Preamble to this Lease.

**"Person"** shall mean any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, governmental authority or entity or any other legal entity or business or investment enterprise

**"Premises"** shall have the meaning set forth in Section 2 of this Lease.

**"Professional Baseball Agreement"** shall mean that certain agreement of BOC, on behalf of itself and the Major League Clubs, and the National Association of Professional Baseball Leagues, Inc., as the same now exists or may be amended from time to time.

**"Renewal Term"** or **"Renewal Terms"** shall have the meaning set forth in Section 1 of this Lease.

**"Signature Date"** shall have the meaning set forth in the Preamble to this Lease.

**"Spring Training"** shall mean the training period during winter and early spring of any year during which the Club prepares for the next following Major League Baseball season, and shall be deemed to include time reasonably required for (i) the preparation of

the Leased Premises (as defined below), (ii) planning for the start of Spring Training, (iii) additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League season, and (iv) a reasonable period for the "winding down" of Spring Training activities by the Club. It is anticipated by the Parties that the foregoing time frame will be from approximately January 15 to approximately April 15 of each calendar year during the Term and any Renewal Term.

**"Spring Training Development Agreement"** shall mean that certain Spring Training Development Agreement entered into concurrently with the execution of this Lease by and between the County and the Club, attached to this Lease as **Exhibit D**, for the design, development, construction, improvement and commissioning of such construction and improvement of the Lee County Sports Complex as such exists prior to and upon the execution and delivery of this Lease, including, without limitation, the Major League Stadium, the Minor League Complex, training facilities, practice fields, clubhouses, dormitory/sleeping rooms and offices (including ticket offices), dedicated parking facilities and other appurtenances and improvements on or about the site of the Lee County Sports Complex (such site as set forth in **Exhibit A**), the terms and conditions of which are incorporated by reference to this Lease.

**"Spring Training Territory"** shall mean that territory (i) within the Club Home Television Territory, and (ii) with respect to spring training related rights and benefits set forth in this Lease, in and immediately surrounding the Premises location, immediately prior to, during or immediately after the period that Club's Spring Training games are played.

**"Stadium Complex"** shall have the meaning set forth in **Section 2(A)** of this Lease.

**"State Development Funds"** shall have the meaning set forth in **Section 31** of this Lease.

**"Substantial Interference"** shall have the meaning set forth in **Section 30(A)** of this Lease.

**"Target Field"** shall mean that certain Major League Baseball ballpark named "Target Field" in the City of Minneapolis, Minnesota which is the home venue for the Club's regular season and postseason games.

**"Term"** shall have the meaning set forth in **Section 1** of this Lease.

**"Ticket Sales"** shall have the meaning set forth in **Section 3** of this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the 6th day of November, 2012.

ATTEST:

CHARLIE GREEN, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By *Yvonne Townsend*  
Deputy Clerk  
The seal is circular with a double-line border. The outer ring contains the text "BOARD OF COUNTY COMMISSIONERS" at the top and "LEE COUNTY, FLORIDA" at the bottom. In the center, the word "SEAL" is printed in large, bold, capital letters.

By *J. Manning*  
Chairman

APPROVED AS TO FORM

By *Judith H. Jauer*  
County Attorney

WITNESSES:

*Greg Elliott*  
*Danielle Berg*

MINNESOTA TWINS, LLC  
Target Field  
1 Twins Way  
Minneapolis, Minnesota 55403

By *Paul [Signature]*  
President

[SIGNATURE PAGE TO AMENDED AND RESTATED 2012 STADIUM LEASE  
AGREEMENT]

**EXHIBIT A**  
**STADIUM LAND AREA**  
**ORIGINAL STADIUM PROPERTY**

EXHIBIT "A"

A tract or parcel lying in the northeast quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the southwest corner of the northeast quarter (NE 1/4) of said Section 30 run North  $31^{\circ} 10' 28''$  West along the west line of said northeast quarter (NE 1/4) for 521.20 feet to the point of beginning. From said Point of Beginning continue North  $01^{\circ} 10' 06''$  West along said west line for 1921.55 feet; thence run North  $88^{\circ} 55' 40''$  East parallel with the south line of said fraction for 2184.47 feet to an intersection with the curved northwesterly line of Six Mile Cypress Parkway as described in O.R. Book 1119 at page 626; thence run southwesterly along said northwesterly line along the arc of a curve to the right of radius 5904.58 feet (chord bearing South  $23^{\circ} 42' 17''$  West) (chord 2116.37 feet) (delta  $21^{\circ} 41' 59''$ ) for 2129.18 feet; thence run South  $08^{\circ} 55' 40''$  West for 1294.31 feet to the point of beginning.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone derived from the Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

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CREATED BY: CATCH ET AL  
09 SEP 18 AM 11:56

## NEW ACQUISITION PROPERTY

### EXHIBIT "A"

A tract or parcel of land lying in the Northeast Quarter (NE 1/4) of Section 39, Township 45 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 39, run North 01 Degree 10' 00" West along the West line of said Northeast quarter (NE 1/4) for 621.20 feet; thence run North 88 Degree 55' 40" East parallel with the South line of said quarter for 1394.31 feet to an intersection with the curved Northwestery line of Six Mile Cypress Parkway as described in O.R. Book 1119, page 835 of the Public Records of Lee County, Florida, thence run Southwesterly along said Northwestery line along the arc of a curve to the right of radius 5004.58 feet (chord bearing South 36 Degree 25' 35" West chord 359.62 feet (delta 05 Degree 40' 37") for 359.62 feet to a point of tangency; thence run South 38 Degree 15' 54" West for 434.29 feet to an intersection with the South line of said Northeast Quarter (NE 1/4); thence run South 88 Degree 55' 40" West for 739.66 feet to the Point of Beginning.

LESS AND EXCEPT for West 50 feet thereof.

Bearings hereabove mentioned are Plane Coordinates for the Florida West Zone derived from Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

Parcel Identification Number: 38-45-15-00-81004.0310

## **EXHIBIT B**

### **CLUBS EXCLUSIVE USE AREAS**

#### **I. Private Use By Club – Year Round**

##### **A. William H. Hammond Stadium**

1. Largest Storage Room in Major League clubhouse and one storage room to be constructed beneath the seating bowl of the Major League Stadium
2. Training and Treatment Room in Major League clubhouse (including Storage Room, Doctor's Office and Trainer's Office, Hydrotherapy Area)
3. 3rd Floor Office Level
4. Concessions Stands and Novelty Store

Subsequent to operating agreement with Minor League affiliate, Miracle Baseball currently runs all Concessions for Twins.

5. Video Room to be constructed and located outside the Major League Stadium clubhouse adjacent to the batting tunnels.
6. The office used by the Twins Ticket Manager which shall be secured at the conclusion of each Spring Training period.

##### **B. Minor League Clubhouse –**

1. All Areas inside the Clubhouse Building, including offices, meeting rooms, player clubhouse, coaches locker rooms, storage, Laundry and access hallways
2. Storage Room adjacent to Batting Tunnels
3. Video Room and facilities to be constructed and located adjacent to Weight Training Room and Batting Tunnels

##### **C. Minor League Office**

All Areas inside the office building  
(Reception Area, 4 offices, conference room, & storage room)

- D. Weight Training Room and Athletic Training & Treatment Room (to become connected facilities in the same 6,000 sf building)

3,600 sf main weight training room, plus office & storage room

2,400 sf athletic training room that was originally constructed as a large meeting space

Hydrotherapy room to be constructed adjacent to new athletic training room

- E. [RESERVED]

- F. Player Development Academy

Entire facility including, without limitation, Dining Room and Kitchen, Tiered Meeting Space (Theater), offices, classrooms, recreation areas, storage rooms, laundry facilities and sleeping rooms.

The theater may be used by the County as is the case with current use of the Meeting and Conference Room; however, such use shall be scheduled and subject to the management of the Club.

- II. Private Use By Club – Spring Training Only  
(Approximately January 15 through April 15)

- A. Stadium Complex

1. Major League Clubhouse  
Main Locker Room, all offices, storage rooms and Shower Area
2. Visitors Clubhouse  
Locker Room, Manager's Office, Coaches Locker Room, Training Room and Shower Area
3. Umpires Room
4. 4th Floor Media Level  
  
Including, without limitation, Offices, Radio & Television Broadcast Booths, Main Press Area, Public Address Booth, All skybox suites and storage areas.
5. Press Dining Room

B. Ticket Office (Starting on or around January 1 of each year)

III. Exclusive Use Areas as set forth in the Spring Training Development Agreement set forth as **Exhibit D**

IV. Other

A. Florida Instructional League

Club shall have the option to use the Major League clubhouse in the Stadium Complex, and areas described in II. (A) (1) above during the Instructional League (approximately September 15 – October 31). Or, Club may elect to use Minor League clubhouse facilities for this program.

B. Fantasy Camps

As per III.(A) above, Club shall have the option to use the Major League clubhouse in the Stadium Complex or the Minor League clubhouse.

**EXHIBIT C**  
**ESCROW AGREEMENT**

**EXHIBIT D**

**SPRING TRAINING DEVELOPMENT AGREEMENT**

**EXHIBIT E**

**SCHEDULE OF BASE ANNUAL RENT PAYMENTS**

<u>Year</u>	<u>Club</u>
1	\$500,000
2	\$500,000
3	\$500,000
4	\$500,000
5	\$500,000
6	\$515,000
7	\$515,000
8	\$515,000
9	\$515,000
10	\$515,000
11	\$530,450
12	\$530,450
13	\$530,450
14	\$530,450
15	\$530,450
16	\$546,364
17	\$546,364
18	\$546,364
19	\$546,364
20	\$546,364
21	\$562,754
22	\$562,754
23	\$562,754
24	\$562,754
25	\$562,754
26	\$579,637
27	\$579,637
28	\$579,637
29	\$579,637
30	\$579,637
	<u>\$16,171,025</u>

**EXHIBIT F**

**CAPITAL IMPROVEMENT FUND**

<u>Year</u>	<u>Club</u>	<u>County</u>	<u>Total</u>	<u>Cum. Total</u>
1	\$60,000	\$60,000	\$120,000	\$120,000
2	\$60,000	\$60,000	\$120,000	\$240,000
3	\$60,000	\$60,000	\$120,000	\$360,000
4	\$60,000	\$60,000	\$120,000	\$480,000
5	\$60,000	\$60,000	\$120,000	\$600,000
6	\$60,000	\$60,000	\$120,000	\$720,000
7	\$60,000	\$60,000	\$120,000	\$840,000
8	\$60,000	\$60,000	\$120,000	\$960,000
9	\$60,000	\$60,000	\$120,000	\$1,080,000
10	\$60,000	\$60,000	\$120,000	\$1,200,000
11	\$60,000	\$60,000	\$120,000	\$1,320,000
12	\$60,000	\$60,000	\$120,000	\$1,440,000
13	\$60,000	\$60,000	\$120,000	\$1,560,000
14	\$60,000	\$60,000	\$120,000	\$1,680,000
15	\$60,000	\$60,000	\$120,000	\$1,800,000
16	\$60,000	\$60,000	\$120,000	\$1,920,000
17	\$60,000	\$60,000	\$120,000	\$2,040,000
18	\$60,000	\$60,000	\$120,000	\$2,160,000
19	\$60,000	\$60,000	\$120,000	\$2,280,000
20	\$60,000	\$60,000	\$120,000	\$2,400,000
21	\$60,000	\$60,000	\$120,000	\$2,520,000
22	\$60,000	\$60,000	\$120,000	\$2,640,000
23	\$60,000	\$60,000	\$120,000	\$2,760,000
24	\$60,000	\$60,000	\$120,000	\$2,880,000
25	\$60,000	\$60,000	\$120,000	\$3,000,000
26	\$60,000	\$60,000	\$120,000	\$3,120,000
27	\$60,000	\$60,000	\$120,000	\$3,240,000
28	\$60,000	\$60,000	\$120,000	\$3,360,000
29	\$60,000	\$60,000	\$120,000	\$3,480,000
30	\$60,000	\$60,000	\$120,000	\$3,600,000
	<u>\$1,800,000</u>	<u>\$1,800,000</u>	<u>\$3,600,000</u>	

## ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is entered into this **6th** day of **November, 2012**, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida ("County"), the **MINNESOTA TWINS, LLC, LIMITED PARTNERSHIP**, a Delaware limited liability company ("Club"), **THE OFFICE OF THE COUNTY ATTORNEY FOR LEE COUNTY, FLORIDA** (the "County Attorney"), and **BRIGGS AND MORGAN, P.A.** (collectively with the County Attorney, "Escrow Agents" or individually an "Escrow Agent") and together with the County and the Club, the "Parties", or individually, a "Party").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

This Agreement relates to that **Spring Training Facility Development Agreement** dated November 6, 2012, by and between the County and the Club (the "Development Agreement").

Pursuant to Section 12 of the Development Agreement, the County and the Club have entered into that certain Spring Training Facility Lease Agreement between Lee County and the Minnesota Twins, LLC, with a Signature Date of **November 6, 2012** (the "Lease").

Escrow Agent, the County Attorney, hereby acknowledges receipt of two originals of the Lease (collectively, the "Original Leases"), executed by both the County and the Club, and the Escrow Agents agree that the Original Leases shall be held in escrow (the "Escrow") until the Commencement Date, as defined in the Lease, and receipt of the joint written instructions of the County and the Club to release the Original Leases from Escrow, at which time Escrow Agents shall deliver from Escrow one Original Lease to the County and one Original Lease to the Club.

Upon completion and delivery of the Original Leases, Escrow Agents shall be automatically released and discharged of their escrow obligations hereunder and all liability associated with the Escrow. Escrow Agents will have no liability under this Agreement unless an Escrow Agent is determined by a Court of competent jurisdiction to have been grossly negligent or committed willful misconduct in the performance of the duties set forth herein.

In the event conflicting demands are made on an Escrow Agent, or an Escrow Agent, in good faith, believes that any demands with regard to the Original Leases are in conflict or are unclear or ambiguous, such Escrow Agent may bring a declaratory or interpleader action in an appropriate court. Such action shall not be deemed to be the "fault" of the Escrow Agent bringing the action, and the Escrow Agent is entitled to reimbursement from the County and the Club for its reasonable costs and attorneys fees in connection with the same, through final appellate reviews.

Limitations of Liability: Without limitation, neither Escrow Agent shall be liable for:

- a. The legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to an Escrow Agent or exchanged by the Parties hereunder, whether or not Escrow Agents prepared such instrument.
- b. Escrow Agents act hereunder as a depository only, and are not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity or any instrument deposited with it hereunder, or with respect to the form or execution of the same; of the identity, authority, or rights of any person executing or depositing the same.
- c. An Escrow Agent shall not be required to take or be bound by notice of default of any person, or take any action with respect to such default involving any expense or liability, unless notice in writing is given to the Escrow Agents of such default and unless they are indemnified in a manner satisfactory to it against any such expense or liability. These instructions shall not be subject to rescission or modification except upon receipt by Escrow Agents of written instructions of all the Parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by the Escrow Agents.
- d. An Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine.
- e. An Escrow Agent shall not be liable for any error or judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct, and Escrow Agents shall have no duties to anyone except those signing these instructions.
- f. Escrow Agent may consult with legal counsel in the event of any dispute of questions as to the construction of the foregoing instructions, or the Escrow Agents' duties hereunder, and an Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.
- g. An Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction, whether or not subsequently vacated, modified, set aside or reversed.

Any notice given to an Escrow Agent must be delivered by certified U.S. mail, return receipt request, or by a national overnight courier service, such as FedEx, delivered to the following addresses:

Lee County Attorney's Office  
2115 Second Street, 6<sup>th</sup> Floor  
Post Office Box 398  
Fort Myers, FL 33902-0398  
Telephone: (239) 533-2236

Briggs and Morgan, P.A.  
2200 IDS Center  
80 South 8<sup>th</sup> Street  
Minneapolis, MN 55402  
Telephone: (612) 977-8492

Any notice delivered by the County or the Club to an Escrow Agent shall concurrently be delivered to the other Escrow Agent and to the other Party.

This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement or of such amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Facsimile or PDF copies of any amendment to this Agreement executed by the Parties may be relied upon as an original signature.

The County and the Club recognize and acknowledge that Escrow Agents are counsel for the County and the Club, respectively, and that Escrow Agents have agreed to serve as Escrow Agents only as a convenience to the Parties. The Parties agree that Escrow Agents may continue to represent the County and the Club in this and any other transaction or matter including, without limitation, representation in disputes between the County and the Club, disputes concerning the Development Agreement, the Original Leases and disputes concerning Escrow Agents' responsibilities hereunder.

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[Signatures on Following Page]

Signature Page to Escrow Agreement dated November 6, 2012.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

By:

Joye Townsend



BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By:

J. Morning  
Chair

Date:

November 6, 2012

APPROVED AS TO FORM:

By:

Andrea H. Parker  
Office of the County Attorney

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[Signatures on Following Page]

Signature Page to Escrow Agreement dated November 6, 2012.

**WITNESSES:**

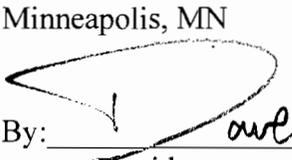
**MINNESOTA TWINS, LLC**

Target Field  
1 Twins Way  
Minneapolis, MN

By: 

Print Name: Kip W. Elliott

Date: 11/21/12

By:  Paul   
President

Date: 11/21/12

By: Danielle Berg

Print Name: Danielle Berg

Date: 11/21/12

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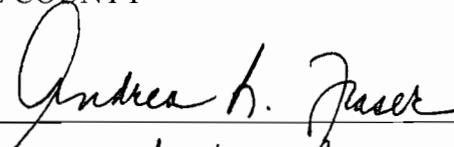
Signature Page to Escrow Agreement dated November 6, 2012.

**ESCROW AGENTS:**

**BRIGGS AND MORGAN, P.A.**

By:  \_\_\_\_\_  
Print Name: MICHAEL J. GRIMES  
Date: 11/21/12

OFFICE OF THE COUNTY ATTORNEY  
LEE COUNTY

By:  \_\_\_\_\_  
Print Name: Andrea K. Fraser  
Date: Nov. 15, 2012

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