

NO. 95-402

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR THE USE, MANAGEMENT AND OPERATION OF THE DOMED STADIUM IN ST. PETERSBURG, INCLUDING THE PROVISION OF MAJOR LEAGUE BASEBALL; PROVIDING FOR AN EXTENSION OF TIME FOR THE CONDITION OF MAJOR LEAGUE BASEBALL APPROVAL CONTAINED IN ARTICLE XIII OF SAID AGREEMENT TO BE MET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the Club have entered into an Agreement for the use, management and operation of the domed stadium in St. Petersburg, including the provision of Major League Baseball ("Agreement") on April 28, 1995; and

WHEREAS, a First Amendment and a Second Amendment to this Agreement have been approved by City Council; and

WHEREAS, Article XIII of the Agreement contains a contingency requiring Major League Baseball approval on or before May 21, 1995; and

WHEREAS, it may be necessary to extend this deadline in order to achieve to approval by Major League Baseball.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor is authorized, if necessary, to enter into an Agreement to extend the deadline contained in Article XIII of the Agreement with respect to the approval of Major League Baseball.

BE IT FURTHER RESOLVED that this extension shall not exceed one (1) week.

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

Adopted at a regular session of the City Council held on the 18th day of May, 1995.

Leslie Curran

Chair-Councilmember

Presiding Officer of the City Council

ATTEST:

Jane K. Bado

City Clerk



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

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

WHEREAS, the City of St. Petersburg and the Tampa Bay Devil Rays, Ltd., entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball ("Agreement") on April 28, 1995; and

WHEREAS, the Agreement provides for certain contingencies to be met; and

WHEREAS, the contingency in Section 13.01 of the Agreement is certification by the State of Florida that the City of St. Petersburg shall receive the Sales Tax Funds provided under Florida Statutes 288.1162 and 212.20; and

WHEREAS, the aforementioned certification by the State of Florida has been received; and

WHEREAS, the contingency in Section 13.02 of the Agreement is that the County provide \$20,000,000 to be available for payment for construction of Additional Improvements; and

WHEREAS, the Pinellas County Commission has on this day approved the fourth cent of the "Tourist Development Tax"; and

WHEREAS, the Pinellas County Commission has on this day agreed to provide for partial funding of the \$20,000,000 through the Tourist Development Tax in accordance with the table attached hereto and made a part hereof; and

WHEREAS, and the City of St. Petersburg, in reliance upon the County's action, for partial funding has agreed to supply the additional funds necessary to provide the \$20,000,000; and

WHEREAS, in view of the foregoing, it is necessary to amend the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg that the First Amendment to the Agreement presented this day is hereby approved and the Mayor is authorized and directed to execute such First Amendment on behalf of the City.


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

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

Adopted at a special session of the City Council held on the 9th day of May, 1995.

ATTEST: *John K. [Signature]*
City Clerk

Leslie Curran
Chair-Councilmember
and Officer of the City Council



**ANALYSIS OF FINANCING OPTIONS
STADIUM ENHANCEMENTS**

Option IV - Amended:

Pinellas County to impose the 4th Cent Tourist Development Tax for twenty (20) years to match the County's current commitment to the Stadium Bonds.

<u>Fiscal Year</u>	<u>4th Cent Directed to Stadium Improvements</u>	<u>4th Cent Directed to Debt Service Stadium Bonds</u>	<u>Amount of 1st Cent Rebated to TDC</u>	<u>Additional Funds Available to the City to Liquidate Stadium Debt</u>
1996	2,000,000		1,000,000	
1997	2,000,000		1,000,000	
1998	2,000,000		1,000,000	
1999	2,000,000		1,000,000	
2000		3,000,000	2,610,968	389,032
2001		3,000,000	2,611,190	389,810
2002		3,000,000	2,610,713	389,287
2003		3,000,000	2,610,521	389,479
2004		3,000,000	2,610,390	389,610
2005		3,000,000	2,610,433	389,567
2006		3,000,000	2,610,618	389,384
2007		3,000,000	2,609,500	390,500
2008		3,000,000	2,610,107	389,893
2009		3,000,000	2,610,203	389,797
2010		3,000,000	2,609,807	390,193
2011		3,000,000	2,610,719	389,281
2012		3,000,000	2,609,428	390,572
2013		3,000,000	2,609,618	390,382
2014		3,000,000	2,597,829	402,371
2015		3,000,000	1,920,968	1,079,032

NOTES:

- 1.) The chart above illustrates proposed cash flows of the fourth cent Tourist Development Tax assuming no growth in those revenues from the 1998 levels.
- 2.) This amended option provides for the TDC to retain \$1 million of the 4th Cent proceeds during the first four years. These additional funds will provide a financial cushion to weather the anticipated economic downturn in 1998, and provide an immediate benefit to the tourism industry through additional funding for promotions and marketing.
- 3.) The County's annual obligation to the Stadium during the period 2000 - 2015 would be liquidated by the fourth cent and thereby released for promotion, marketing, beach renourishment, and other Tourist Development Council (TDC) purposes.
- 4.) Using the revenue streams in columns two and five, the City would have the capacity to borrow construction proceeds in the amounts below assuming: (1) an Insured Issue at current market rates, (2) the coverage requirements of the bond insurer were met by other revenue sources. The present value to the tourism industry related to the rebate of the 1st cent to the TDC is \$24.7 million.

- (a) - Assuming 0% growth:
\$10.2 million to the City.
- (b) - Assuming 1% growth:
\$13.2 million to the City.
- (c) - Assuming 2.5% growth:
\$18.4 million to the City.

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

THIS FIRST AMENDMENT to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball (the "**First Amendment**") is made and executed as of the 9th day of May, 1995 between the **CITY OF ST. PETERSBURG, FLORIDA**, a municipal corporation (hereinafter referred to as the "**CITY**"), and the **TAMPA BAY DEVIL RAYS, LTD.**, a Florida limited partnership (hereinafter referred to as "**CLUB**").

RECITALS:

A. The **CITY** and the **CLUB** entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball ("**Agreement**") on April 28, 1995.

B. The **Agreement** provides for certain contingencies to be met.

C. The contingency in Section 13.01 of the **Agreement** is certification by the State of Florida that the **CITY** shall receive the Sales Tax Funds provided under Florida Statutes 288.1162 and 212.20.

D. The aforementioned certification by the State of Florida has been received.

E. The contingency in Section 13.02 of the **Agreement** is that the County provide \$20,000,000 to be available for payment for construction of Additional Improvements.

F. The Pinellas County Commission has on this day approved the fourth cent of the "Tourist Development Tax".

G. The Pinellas County Commission has on this day agreed to provide for partial funding of the \$20,000,000 through the Tourist Development Tax in accordance with the table attached to City Council Resolution No. 95-353 and made a part hereof.

H. The City of St. Petersburg, in reliance upon the County's action, for partial funding has agreed to supply the additional funds necessary to provide the \$20,000,000.

I. In view of the foregoing, it is necessary to amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, (which are hereby incorporated into this Agreement), and the mutual promises and covenants set forth below, it is agreed as follows:

1. The Table of Contents for Section 1.01 - Definitions as contained in the Agreement is amended by replacing the term "County Funds" with the term "County/City Funds".

2. Definition (j) in Section 1.01 of the Agreement is amended to read as follows:

(j) County/City Funds - Funds in the amount of twenty million dollars (\$20,000,000) to be made available for construction of the Additional Improvements.

3. Definition (n) in Section 1.01 of the Agreement is amended to read as follows:

(n) Franchise Funds Bonds - Those bonds or other debt issued by the CITY and backed by the County/City Funds and the Sales Tax Funds.

4. Definition (o) in Section 1.01 of the Agreement is amended to read as follows:

(o) Franchise Funds - The Sales Tax Funds and County/City Funds.

5. Section 5.03 of the Agreement is amended to read as follows:

Section 5.03. DOME Improvements. The CITY and the CLUB agree that upon completion of certain additional capital improvements to the DOME for MLB ("Additional Improvements") listed in Exhibit B, the DOME will be acceptable for use by the Franchise as a professional MLB stadium facility. The City shall pay for the Additional Improvements but its obligation shall be limited to providing the net proceeds of any Franchise Funds Bonds (Bonds or other debt funded by Sales Tax Funds and/or County/City Funds) together with any Sales Tax Funds or County/City Funds available prior to the beginning of debt services payments on the bonds and not used to fund the payment of these bonds ("Franchise Funds"). The Additional Improvements shall be commenced and completed as set forth in a Construction Schedule and priority of expenditures established jointly by the CLUB and the CITY.

The County/City Funds of \$20,000,000 will be generated by the use of a portion of the funds from the one cent increase in the Tourist Development Tax under §125.0104(3)(L) Fla. Stat., in the manner approved by the County Commission on May 9, 1995, and with the remaining funds supplied by the CITY.

If the Sales Tax Funds produce net proceeds available for construction of the Additional Improvements of less than \$27,000,000, CITY will contribute, as needed, up to \$500,000 toward any shortfall below \$27,000,000 in proceeds. The aggregate net

proceeds anticipated but not guaranteed by the CITY to be available for construction from the Franchise Funds is \$47,000,000. The CLUB shall pay any additional costs of the Additional Improvements beyond such amount as is actually available from the Franchise Funds subject to the CITY's contingent contribution of \$500,000 delineated above.

Subject to the foregoing conditions, the CITY shall cause the construction of the Additional Improvements to be completed by January 1, 1998, provided that the CLUB provides to the CITY, prior to the beginning of such construction evidence of payment by the CLUB to MLB of installment payments required to date by MLB for the purchase of the Franchise, evidence of the CLUB's good standing in the League for location of the Franchise at the DOME, and such other certifications and opinions as may be required by the CITY in connection with the foregoing, all in form satisfactory to the CITY. In the event the CLUB exercises its option under Section 15.02 to be the Construction Manager for the Additional Improvements, the CLUB and not the CITY will have the responsibility to cause the Additional Improvements to be completed by January 1, 1998. CITY and CLUB will cooperate with respect to such issues as timing of bond sale, selection of underwriters, and fees. CITY covenants to use its best efforts to complete the sale of the bond issue supported by sales tax funds by May 28, 1995.

6. The Agreement is amended by the deletion of sections 13.01 (Sales Tax Funds) and 13.02 (County Approval).

7. The remaining terms, conditions and provisions of the Agreement which are not affected by this First Amendment remain

intact.

8. No amendment to this First Amendment shall be valid unless it is in writing and signed by the CITY and the CLUB.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the day and year first above written to be effective as of such date, subject to the provisions of Article XII.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

Jane K. Blouck
City Clerk

By: [Signature]
Its: Mayor

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

By: [Signature]
President

Approved as to form:

Approved as to content:

[Signature]
City Attorney

[Signature]
City Attorney

NO. 95-401

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

WHEREAS, a Second Amendment to the Agreement between the City of St. Petersburg (City) and the Tampa Bay Devil Rays, Ltd. (Club) has been presented to Council this day for their consideration; and

WHEREAS, the City of St. Petersburg and the Tampa Bay Devil Rays, Ltd, entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball ("Agreement") on April 28, 1995; and

WHEREAS, the City of St. Petersburg and the Tampa Bay Devil Rays, Ltd., entered into a First Amendment to the Agreement (First Amendment) on May 9, 1995; and

WHEREAS, the City and Club have agreed to certain amendments which include, but are not limited to, changes requested by Major League Baseball; and

WHEREAS, the Club has offered to provide additional funds to the City when baseball tickets exceed 3,300,000 per year; and

WHEREAS, in view of the foregoing, it is necessary to amend the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg that the Second Amendment to the Agreement presented this day is hereby approved and the Mayor is authorized and directed to execute such Second Amendment on behalf of the City.

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

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

Adopted at a regular session of the City Council held on the 18th day of May, 1995.

Lesli Curran

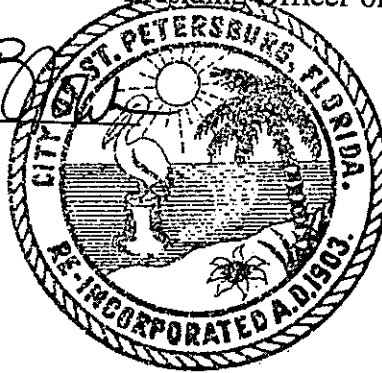
Chair-Councilmember

Presiding Officer of the City Council

ATTEST:

Jane K. Boyd

City Clerk



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

THIS SECOND AMENDMENT to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball (the "Second Amendment") is made and executed as of the 18th day of May, 1995 between the CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation (hereinafter referred to as the "CITY"), and the TAMPA BAY DEVIL RAYS, LTD., a Florida limited partnership (hereinafter referred to as "CLUB").

RECITALS:

A. The CITY and the CLUB entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball ("Agreement") on April 28, 1995.

B. The CITY and the CLUB entered into a First Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("First Amendment") on May 9, 1995.

C. The CITY and CLUB have agreed to make certain amendments to the Agreement, as amended by the First Amendment, including an increase in Ticket Stub Funds (as that term is defined in the Agreement) to be paid to the CITY, certain changes requested by Major League Baseball and certain other changes which have been mutually agreed upon by the CITY and the CLUB.

NOW, THEREFORE, in consideration of the foregoing recitals, (which are hereby incorporated into this Second Amendment), and the

mutual promises and covenants set forth below, it is agreed as follows:

1. Recital B of the **Agreement** as amended by the **First Amendment** is amended to read as follows:

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

2. Definition (p) in Section 1.01 of the **Agreement** as amended by the **First Amendment** is amended to read as follows:

(p) Home Games - All home games of the Franchise during the regular season, the division series and league championship series and the World Series of MLB throughout the Term. Home Games shall also include the MLB All Star Game if one is awarded to the CLUB.

3. A new Section 2.06 is added to Article II and this new Section shall read as follows:

Notwithstanding any provisions of this **Agreement** to the contrary except as provided in Section 3.06, the scheduling and playing of the Home Games and any other baseball games and baseball related events and activities in accordance with the rules and policies of MLB shall have exclusive priority throughout the AMT and shall not be limited in any way by the terms and conditions of this **Agreement**.

4. Section 4.02(a)(2) of the **Agreement** as amended by the **First Amendment** is amended to read as follows:

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

5. The first sentence of Section 4.02(a)(3) of the **Agreement** as amended by the **First Amendment** is amended to read as follows:

3) Both the \$.50 fee described in Section 4.02(a)(1) and the additional \$.50 fee described in Section 4.02(a)(2) shall be annually adjusted upward or downward commencing with the MLB season in the year 2000 and annually thereafter by a percentage equal to the percentage increase or decrease in the average MLB ticket prices throughout major league baseball clubs for the prior season for Regular Season Home Games provided, however, that under no circumstances shall either of the aforesaid fees ever fall below their initial \$.50 level.

6. Section 4.02(a)(4) of the **Agreement** as amended by the **First Amendment** is amended to read as follows:

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

7. Section 8.01(d) of the **Agreement** as amended by the **First Amendment** is amended to read as follows:

(d) The levy upon, under execution or the attachment by legal process the **CLUB's** interest hereunder, or the filing or creation of a lien in respect of such interest (except any such lien as is permitted pursuant to Section 10.01 hereof), which levy, attachment or lien shall not be released, discharged or bonded against within sixty (60) days from the date of such filing;

8. The second sentence of Section 11.01 of the **Agreement** as amended by the **First Amendment** is amended to read as follows:

Likewise, during such period, neither the **CLUB** nor any of its respective parties, principals, directors, officers, employees, owners, or agents will enter into, initiate or conduct any agreement or negotiations (directly or indirectly) for the use of any facility other than the **DOM**E for the Home Games of the Franchise to be played during Term except to the extent permitted by Sections 2.04 and 16.03.

9. The last sentence in Section 16.03 of the **Agreement** as amended by the **First Amendment** is amended to read as follows:

Any expenses incurred by the **CITY** in assisting the **CLUB** or any expense incurred by the **CLUB** in obtaining a substitute location and making it acceptable to MLB baseball shall be paid out of the Capital Account and in the event there is insufficient funds in the Account to fully reimburse the **CITY** and the **CLUB**, the **CITY** and the **CLUB** shall be reimbursed pro rata, based upon the expenditures of each of them, to the extent of the funds then available in the Capital Account and from future payments into the Capital Account.

10. The Table of Contents is amended to reflect the addition of Section 2.06 to Article II.

11. The remaining terms, conditions and provisions of the Agreement as amended by the First Amendment which are not affected by this Second Amendment remain intact.

12. No amendment to this Second Amendment shall be valid unless it is in writing and signed by the CITY and the CLUB.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the day and year first above written to be effective as of such date, subject to the provisions of Article XII.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

Jane K. Blou
City Clerk

By: *[Signature]*
Its: Mayor



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

By: *[Signature]*
President

Approved as to form:

Approved as to content:

[Signature]
City Attorney

[Signature]
City Attorney

NO. 95-428

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

WHEREAS, the City of St. Petersburg and the Tampa Bay Devil Rays, Ltd, entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball ("Agreement") on April 28, 1995; and

WHEREAS, the City of St. Petersburg and the Tampa Bay Devil Rays, Ltd., entered into a First Amendment to the Agreement (First Amendment) on May 9, 1995; and


WHEREAS, the City of St. Petersburg and the Tampa Bay Devil Rays, Ltd., entered into a Second Amendment to the Agreement (Second Amendment) on May 18, 1995; and


WHEREAS, a Third Amendment to the Agreement between the City of St. Petersburg (City) and the Tampa Bay Devil Rays, Ltd. (Club) has been presented to Council this day for their consideration.

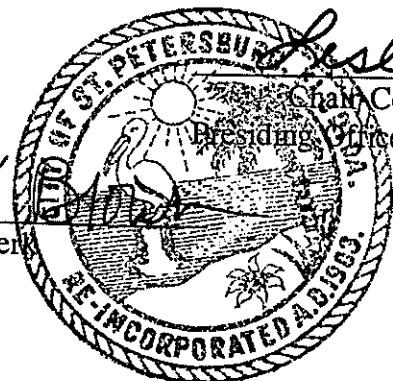
NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg that the Third Amendment to the Agreement presented this day is hereby approved and the Mayor is authorized and directed to execute such Third Amendment on behalf of the City.

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

Adopted at a regular session of the City Council held on the 25th day of May, 1995.

ATTEST:  City Clerk


Leslie Curran
Mayor, Councilmember
Presiding Officer of the City Council



NO. 95-453

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

WHEREAS, this Council, on May 25, 1995, did approve the Third Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball ("Third Amendment"); and

WHEREAS, the City of St. Petersburg and the Tampa Bay Devil Rays, Ltd., entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball ("Agreement") on April 28, 1995; and

WHEREAS, the Third Amendment has not been fully executed; and

WHEREAS, the City of St. Petersburg and the Tampa Bay Devil Rays, Ltd., desire to further amend the Agreement to provide for the monthly payment of the Ticket Stub Funds to the City rather than quarterly.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg that the Mayor is directed to amend the Third Amendment to include an amendment to the Agreement to provide for the monthly payment of Ticket Stub Funds.

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to execute this Amended Third Amendment.

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

Adopted at a regular session of the City Council held on the 1st day of June, 1995.



Leslie Curran

Chair-Councilmember

Presiding Officer of the City Council

ATTEST:

J-1

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

THIS THIRD AMENDMENT to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball (the "Third Amendment") is made and executed as of the 11th day of June, 1995 between the **CITY OF ST. PETERSBURG, FLORIDA**, a municipal corporation (hereinafter referred to as the "CITY"), and the **TAMPA BAY DEVIL RAYS, LTD.**, a Florida limited partnership (hereinafter referred to as "CLUB").

RECITALS:

A. The **CITY** and the **CLUB** entered into an **Agreement** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball ("**Agreement**") on April 28, 1995.

B. The **CITY** and the **CLUB** entered into a **First Amendment** to the **Agreement** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**First Amendment**") on May 9, 1995.

C. The **CITY** and the **CLUB** entered into a **Second Amendment** to the **Agreement** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**Second Amendment**") on May 18, 1995.

D. Section 13.03 of the **Agreement** provides that the **Agreement** is contingent upon approval of the **Agreement** by Major League Baseball.

E. Approval of the Agreement, as amended by the First Amendment and the Second Amendment has been approved by Major League Baseball.

F. There is no longer a need for Section 13.03 to be in the Agreement.

G. The Agreement, as amended by the First Amendment and Second Amendment contains a provision for Ticket Stub Funds to be paid to the CITY quarterly.

H. The CITY and the CLUB have agreed that, in consideration of the CITY executing a waiver and release in favor of First Union National Bank of Florida as presented to City Council on June 1, 1995, the Ticket Stub Funds shall be paid monthly to the CITY.

NOW, THEREFORE, in consideration of the foregoing recitals, (which are hereby incorporated into this Third Amendment), and the mutual promises and covenants set forth below, it is agreed as follows:

1. Section 13.03 of the Agreement, as amended by the First Amendment and the Second Amendment, is amended by the deletion of Section 13.03 (MLB Approval).

2. Section 12.07 of the Agreement, as amended by the First Amendment and the Second Amendment, is amended to read as follows:

Section 12.07. Effective Date. This Agreement shall be effective on the date of execution.

3. The first sentence of Section 4.02(b)(4) of the Agreement, as amended by the First Amendment and the Second Amendment shall read as follows:

The Ticket Stub Funds shall be paid monthly by the fifteenth (15th) day of the following month.

4. The remaining terms, conditions and provisions of the Agreement, as amended by the First Amendment and the Second Amendment, which are not affected by this Third Amendment remain intact.

5. No amendment to this Third Amendment shall be valid unless it is in writing and signed by the CITY and the CLUB.

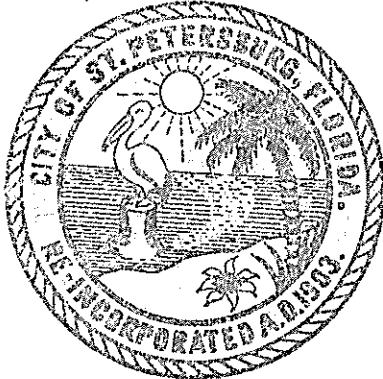
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the day and year first above written to be effective as of such date.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

James K. Brown
City Clerk

By: [Signature]
Its: Mayor



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

By: [Signature]
President

Approved as to form:

Approved as to content:

[Signature]
City Attorney

[Signature]
City Attorney

NO. 97-64

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FUNDING AGREEMENT AND THE FOURTH AMENDMENT TO THE USE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE TAMPA BAY DEVIL RAYS, LIMITED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this Council has been presented and considered the First Amendment to the Funding Agreement for the Tropicana Field Improvement Project formerly known as the ThunderDome Stadium Improvement Project between the City of St. Petersburg, Florida and the Tampa Bay Devil Rays, Ltd. a Florida Limited partnership; and

WHEREAS, this Council has been presented with and considered a Fourth Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball between the City of St. Petersburg, Florida and the Tampa Bay Devil Rays, Ltd., a Florida limited partnership.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the aforementioned First Amendment to the Funding Agreement and Fourth Amendment to the Use Agreement are hereby approved and the Mayor or his designee is authorized to execute said documents.

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

Adopted at a regular session of the City Council held on the 23rd day of January, 1997.


Chair-Councilmember

Presiding Officer of the City Council

ATTEST: 
City Clerk



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

THIS FOURTH AMENDMENT to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball (the "Fourth Amendment") is made and executed as of the 26th day of February, 1997 between the CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation (hereinafter referred to as the "CITY"), and the TAMPA BAY DEVIL RAYS, LTD., a Florida limited partnership (hereinafter referred to as "CLUB").

RECITALS:

A. The CITY and the CLUB entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball ("Agreement") on April 28, 1995.

B. The CITY and the CLUB entered into a First Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("First Amendment") on May 9, 1995.

C. The CITY and the CLUB entered into a Second Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("Second Amendment") on May 18, 1995.

D. The CITY and the CLUB entered into a Third Amendment for the Use, Management and Operation of the Domed Stadium in St.

Petersburg, including the provision of Major League Baseball ("Third Amendment") on June 14, 1995.

E. The CITY and the CLUB entered into a Funding Agreement for the Tropicana Field Improvement Project Formerly Known as the Thunderdome Improvement Project on November 5, 1996 ("Funding Agreement").

F. The CITY and the CLUB have determined that both parties would benefit from a more extensive renovation of the chiller plant to be included as part of the renovations to Tropicana Field.

G. The CITY and the CLUB have agreed that certain changes are necessary to both the Agreement and the Funding Agreement to accomplish the more extensive renovations to the chiller plant.

H. The CITY and the CLUB will enter into a First Amendment to the Funding Agreement simultaneously with the execution of this Fourth Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, (which are hereby incorporated into this Fourth Amendment), and the mutual promises and covenants set forth below, it is agreed as follows:

1. Section 4.04 of the Agreement, as amended by the First Amendment the Second Amendment, and the Third Amendment is amended by the deletion of Section 4.04 in its entirety.

2. A new Section 4.08 is added to the Agreement to read as follows:

Section 4.08. The CLUB agrees to pay to the CITY an amount equal to \$1.02 per vehicle for each vehicle parked in Tropicana Field Parking Lots currently known as Lots 1, 2 and 3 for all regular season Major League Baseball games held at Tropicana Field. Such payments will begin with the first game of the baseball season in the year 2001 and will continue for a period of seven (7) years thereafter. In the event of a strike or other type of stoppage which results in a baseball season of less than the normally scheduled number of games during the period of time in which these payments are to be made, the length of time, in terms of number of games, of any such stoppage shall be added to the period of time, in terms of number of games, for which these payments are required to be made to the CITY.

3. Section 3.02 is amended to read as follows:

Section 3.02. Suite Rights. During the Term, the CITY shall have the right of exclusive use of a suite (the "City Suite"), including complimentary tickets to each seat located in such suite for all DOME events, and the right to all normal privileges (including parking privileges, if any) that lessees of suites

privileges, if any) that lessees of suites receive upon payment of rent. In addition to the City Suite, the CITY shall receive ten (10) complimentary tickets for seats at field level between home plate and first or third base to each and every baseball or non-baseball event held at the DOME and additional suite passes for four (4) of those tickets. The CITY's right to the City Suite shall be non-assignable. The City Suite is shown as Suite 15 on the attached Exhibit "G".

4. Section 6.01 is amended by the addition of a new subsection (e) which shall read as follows:

(e) Fund the replacement of the chiller plant within Tropicana Field as part of the initial Tropicana Field renovation project in accordance with the City's Request for Proposal No. 4851 issued by the CITY in December of 1996. The City's obligation hereunder shall be limited to the initial renovation as detailed in said Request for Proposals and nothing herein shall be construed to expand the City's obligation beyond such initial renovation.

5. The attached Exhibit "G" is added as an exhibit to the Agreement.

6. The remaining terms, conditions and provisions of the Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment which are not affected by this Fourth Amendment remain intact.

7. No amendment to this Fourth Amendment shall be valid unless it is in writing and signed by the CITY and the CLUB.

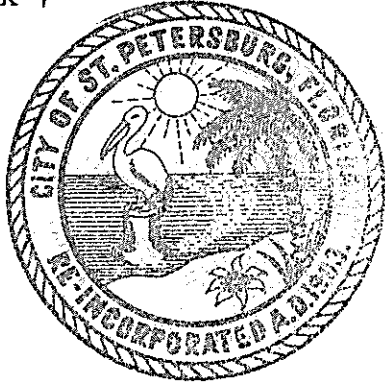
IN WITNESS WHEREOF, the undersigned have executed this Fourth Amendment as of the day and year first above written to be effective as of such date.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

Jane K. Blown
City Clerk

By: [Signature]
Its: Mayor



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

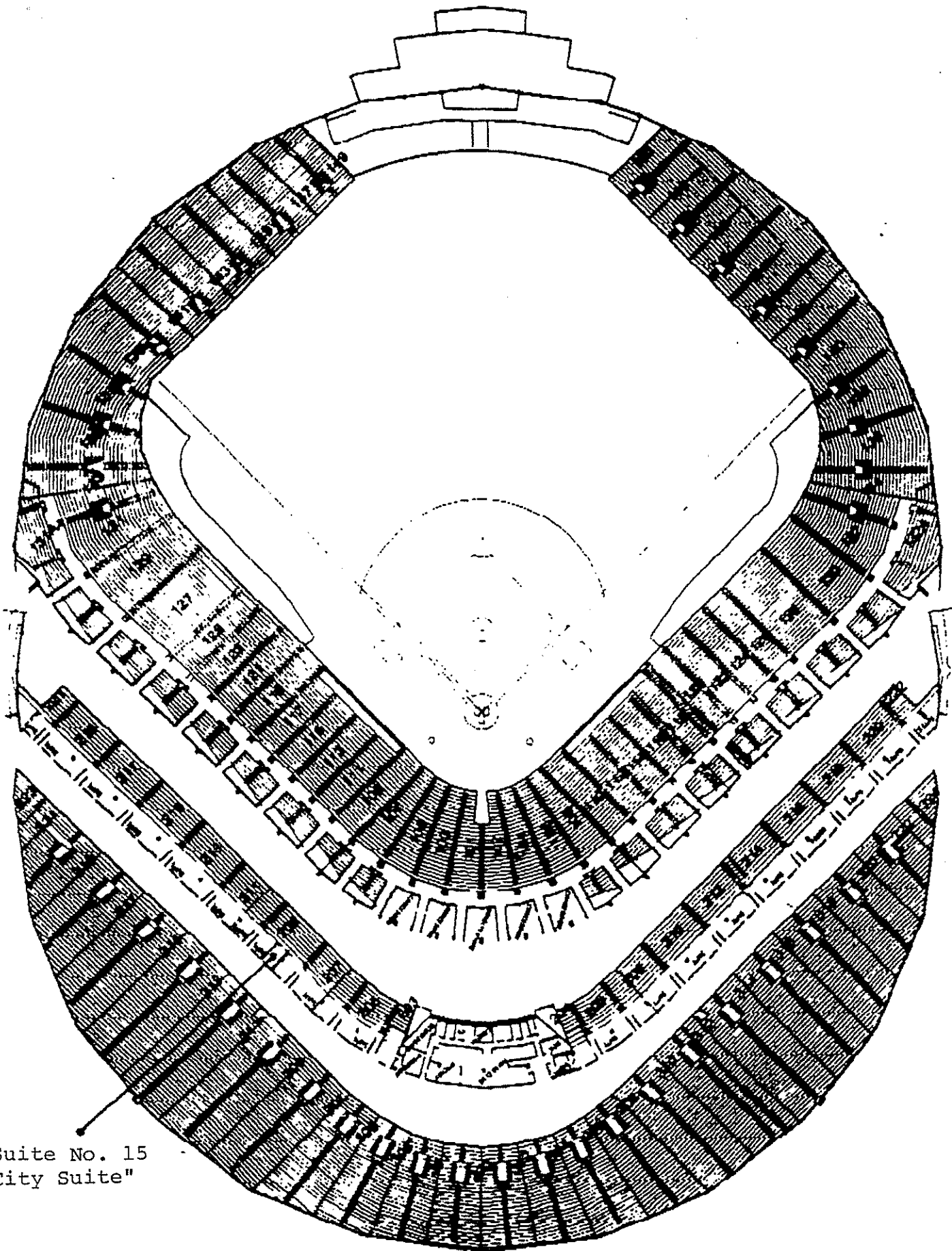
By: [Signature]
President

Approved as to form:

[Signature]
City Attorney

Approved as to content:

[Signature]
City Attorney



Suite No. 15
"City Suite"

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

THIS FIFTH AMENDMENT to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball (the "Fifth Amendment") is made and executed as of the 21st day of January, 1999 between the CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation (hereinafter referred to as the "CITY"), and the TAMPA BAY DEVIL RAYS, LTD., a Florida limited partnership (hereinafter referred to as "CLUB").

RECITALS:

A. The CITY and the CLUB entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the provision of Major League Baseball ("Agreement") on April 28, 1995.

B. The CITY and the CLUB entered into a First Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("First Amendment") on May 9, 1995.

C. The CITY and the CLUB entered into a Second Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("Second Amendment") on May 18, 1995.

D. The CITY and the CLUB entered into a **Third Amendment** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the provision of Major League Baseball ("Third Amendment") on June 14, 1995.

E. The CITY and the CLUB entered into a **Fourth Amendment** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the provision of Major League Baseball ("Fourth Amendment") on February 26, 1997.

F. The CITY and the CLUB entered into an Agreement For Settlement of Certain Issues Between the Tampa Bay Devil Rays Ltd. and the City of St. Petersburg on January 21, 1999 ("Settlement Agreement")

G. The Settlement Agreement provided for an amendment to the Use Agreement which is contained in this Fifth Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, (which are hereby incorporated into this **Fifth Amendment**), and the mutual promises and covenants set forth below, it is agreed as follows:

1. Section 3.03 of the Use Agreement is replaced with a new Section 3.03 which shall read as follows:

Section 3.03. Advertising and Promotion.

During the Term, the CLUB shall continue to display the sign existing at the bottom of the current primary matrix board visible in the stadium's baseball configuration, which contains the name of the City ("City Sign").

This sign shall continue to be displayed with the same lettering and lighting and remain in the same location and will not be removed, covered or obstructed in any manner so that it can not be seen, as it is now seen(i.e January of 1999), when the Stadium is in a baseball configuration except as provided in this Section 3.03. In the event the current Matrix Board (i.e. that existing in January of 1999) is replaced, resulting in the City Sign being removed, the City Sign will be immediately replaced with a new sign displaying the name of the City with substantially the same size, lighting, prominence and readability in a substantially equivalent location visible in the stadium's baseball configuration. This new sign and any successive replacement sign shall not be replaced except with a sign displaying the name of City in substantially the same size, lighting, prominence and readability in a substantially equivalent location. Any such successive City Sign will not be covered or obstructed so that it can not be seen, as it is now seen (i.e. January of 1999), when the Stadium is in a baseball configuration or removed unless it is immediately replaced in

accordance with the provision of this Section 3.03. The parties understand and agree that this right is of substantial benefit to the **CITY** based upon retail advertising and sponsorship rates charged by the **CLUB** to its commercial advertisers and sponsors for signs of similar size and location.

2. A new paragraph is added to the end of Section 4.03 of the Use Agreement which shall read as follows:

Regardless of the name by which the Dome may be known all Dome logos shall contain the name of the City of St. Petersburg in print readable by the unaided, normal vision human eye. This provision shall apply to any and all logos whether they be primary, secondary or of lower priority.

3. The remaining terms, conditions and provisions of the **Agreement**, as amended by the **First Amendment**, the **Second Amendment**, the **Third Amendment** and the **Fourth Amendment**, which are not affected by this **Fifth Amendment** remain intact.

4. No amendment to this **Fifth Amendment** shall be valid unless it is in writing and signed by the **CITY** and the **CLUB**.

IN WITNESS WHEREOF, the undersigned have executed this Fifth Amendment as of the day and year first above written to be effective as of such date.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

Ann K. Brown
City Clerk

By: *[Signature]*
Its: Mayor



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

By: *[Signature]*
Senior VP/General Counsel

Approved as to form:
[Signature]
City Attorney

Approved as to content:
[Signature]
City Attorney

NO. 2002-532

APPROVING THE AGREEMENT FOR SALE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS COUNTY, FLORIDA FOR THE CITY'S DOMED STADIUM (TROPICANA FIELD) ("AGREEMENT FOR SALE"), TROPICANA FIELD LEASE-BACK AND MANAGEMENT AGREEMENT ("LEASE") AND SIXTH AMENDMENT TO THE AGREEMENT FOR THE USE, MANAGEMENT AND OPERATION OF THE DOMED STADIUM IN ST. PETERSBURG, INCLUDING THE PROVISION OF MAJOR LEAGUE BASEBALL ("SIXTH AMENDMENT"); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT FOR SALE, LEASE AND SIXTH AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT FOR SALE, LEASE AND SIXTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Peterburg, Florida ("City") is the owner of certain parcels of real estate upon which there has been constructed multi-use domed stadium facilities presently called Tropicana Field, which land and facilities are more completely described in Exhibit "A" to the Agreement for Sale ("Dome"); and

WHEREAS, the City has determined that due to recent court rulings regarding liability for the payment of ad valorem property taxes it is in the best interest of the public that the City transfer ownership of the Dome to Pinellas County, Florida ("County"); and

WHEREAS, the Agreement for Sale and Lease set forth the terms and conditions of the City's conveyance of the Dome to the County and the City's lease-back of the Dome; and

WHEREAS, Tampa Bay Devil Rays, Ltd. have agreed to the proposed conveyance and lease-back and the Sixth Amendment sets forth the terms and conditions of such agreement.

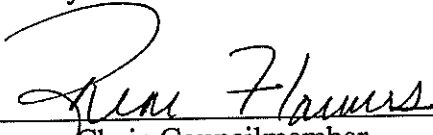
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Agreement for Sale, Lease and Sixth Amendment are hereby approved by this Council.

BE IT FURTHER RESOLVED that the City Attorney is authorized to make non-substantive changes to the Agreement for Sale, Lease and Sixth Amendment to correct typographical errors and clarify provisions of such agreements to conform to City Council's direction.


BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement for Sale, Lease and Sixth Amendment.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 19th day of September, 2002.



Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 
City Clerk



NO. 2002-535

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA, REQUESTING THE BOARD OF COUNTY COMMISSIONERS TO CONVENE A SPECIAL SESSION TO CONSIDER APPROVAL OF THE AGREEMENT FOR SALE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS COUNTY, FLORIDA FOR THE CITY'S DOMED STADIUM (TROPICANA FIELD) ("AGREEMENT FOR SALE"), TROPICANA FIELD LEASE-BACK AND MANAGEMENT AGREEMENT ("LEASE") AND SIXTH AMENDMENT TO THE AGREEMENT FOR THE USE, MANAGEMENT AND OPERATION OF THE DOMED STADIUM IN ST. PETERSBURG, INCLUDING THE PROVISION OF MAJOR LEAGUE BASEBALL ("SIXTH AMENDMENT"); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Peterburg, Florida ("City") is the owner of certain parcels of real estate upon which there has been constructed multi-use domed stadium facilities presently called Tropicana Field ("Dome"); and

WHEREAS, the City has determined that due to recent court rulings regarding liability for the payment of ad valorem property taxes it is in the best interest of the public that the City transfer ownership of the Dome to Pinellas County, Florida ("County"); and

WHEREAS, the Agreement for Sale and Lease set forth the terms and conditions of the City's conveyance of the Dome to the County and the City's lease-back of the Dome; and

WHEREAS, the City Council of the City of St. Petersburg ("City Council") approved the Agreement for Sale, Lease and Sixth Amendment on September 19, 2002; and

WHEREAS, Tampa Bay Devil Rays, Ltd. have agreed to the proposed conveyance and lease-back and the Sixth Amendment sets forth the terms and conditions of such agreement; and

WHEREAS, the City will continue to incur net ad valorem tax liability for the Dome in the amount of approximately \$27,000 per week (\$3,846 per day) for so long as the City owns the Dome; and

WHEREAS, the burden of paying for this tax liability falls upon those residents of Pinellas County who are residents and taxpayers of the City; and

WHEREAS, the City's tax liability for the Dome reduces the amount of funds available for City operations such as the police and fire departments and for public improvement projects; and

WHEREAS, the Board of County Commissioners is currently scheduled to consider approval of the Agreement for Sale, Lease and Sixth Amendment during its October 15, 2002 meeting; and

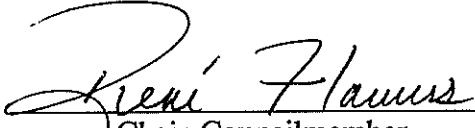
WHEREAS, the amount of net ad valorem tax liability for the Dome that will be incurred by the City between the date of this resolution and October 15, 2002 is approximately \$100,000.

WHEREAS, in an effort to reduce the net ad valorem tax liability incurred by the City for the Dome and have the opportunity to increase the amount of funding available for City operations such as the fire and police departments and for public improvement projects, City Council respectfully requests the Board of County Commissioners to convene a special session as soon as possible to consider approval of the Agreement for Sale, Lease, and Sixth Amendment.

NOW, THEREFORE, BE IT RESOLVED that City Council hereby respectfully requests the Board of County Commissioners to convene a special session as soon as possible to consider approval of the Agreement for Sale, Lease, and Sixth Amendment.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 19th day of September, 2002.


Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 
City Clerk



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

This Sixth Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball (the "Sixth Amendment") is made and executed as of the 24th day of September, 2002 between the City of St. Petersburg, Florida, a municipal corporation (hereinafter referred to as the "City"), and the Tampa Bay Devil Rays, Ltd., a Florida limited partnership (hereinafter referred to as "Club").

RECITALS:

- A. The City and the Club entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("Agreement") on April 28, 1995.
- B. The City and the Club entered into a First Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("First Amendment") on May 9, 1995.
- C. The City and the Club entered into a Second Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("Second Amendment") on May 18, 1995.
- D. The City and the Club entered into a Third Amendment for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("Third Amendment") on June 14, 1995.
- E. The City and the Club entered into a Fourth Amendment for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League

Baseball ("Fourth Amendment") on February 26, 1997.

F. The City and the Club entered into a Fifth Amendment for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("Fifth Amendment") on January 21, 1999.

G. The City has determined that due to recent court rulings regarding liability for the payment of ad valorem property taxes it is in the best interest of the public that the City transfer ownership of the Dome (as described in the Agreement For Sale, defined below) to Pinellas County, Florida ("County").

H. The Agreement For Sale Between the City of St. Petersburg, Florida and Pinellas County, Florida for The City's Domed Stadium (Tropicana Field) ("Agreement For Sale"), which is attached hereto as Attachment 1 and incorporated herein by reference, provides for the transfer of ownership of the Dome from the City to the County (and reacquisition of ownership of the Dome by the City upon the occurrence of certain events) subject to the terms and conditions contained in the Agreement For Sale.

I. The City and County will execute the Tropicana Field Lease-Back and Management Agreement, attached hereto as Attachment 2 and incorporated herein by reference ("Lease"), concurrently with execution of the Agreement For Sale.

J. The City and Club desire to reassure each other that their existing rights and obligations under the Agreement as amended by the First through Fifth Amendments ("Agreement as Amended") shall not change as a result of the Agreement For Sale, Lease, transfer of ownership of the Dome to the County pursuant to the Agreement For Sale, or reacquisition of ownership of the Dome by the City pursuant to the Agreement For Sale.

K. The City and Club also desire to clarify and confirm the description of the property subject to the Agreement as Amended.

NOW, THEREFORE, in consideration of the foregoing recitals, (which are hereby incorporated into this Sixth Amendment), the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

(1) The Club accepts all the terms and conditions contained in the Agreement For Sale and Lease, assents to transfer of ownership of the Dome to the County pursuant to the Agreement For Sale and any reacquisition of ownership of the Dome by the City pursuant to the Agreement For Sale, and has obtained all necessary approvals from Major League Baseball pertaining to the Agreement For Sale, Lease, transfer of ownership of the Dome to the County pursuant to the Agreement For Sale and reacquisition of ownership of the Dome by the City pursuant to the Agreement For Sale.

(2) The Club acknowledges that, notwithstanding the City's transfer of ownership of the Dome to the County pursuant to the Agreement For Sale (or any reacquisition of ownership of the Dome by the City pursuant to the Agreement For Sale) and any references in the Agreement as Amended that the City is the owner of the Dome, the City shall have the authority to exercise and enforce the rights of the owner of the Dome for purposes of the Agreement as Amended and the Club hereby waives and shall be estopped from asserting any defense or claim that the Club may have based upon the City's transfer of ownership of the Dome to the County pursuant to the Agreement For Sale (or reacquisition of ownership of the Dome by the City pursuant to the Agreement For Sale).

(3) The Club and City hereby agree that neither the Agreement For Sale or Lease, nor any term, condition or provision contained therein, nor the transfer of ownership of the Dome to the County pursuant to the Agreement For Sale or reacquisition of ownership of the Dome by the City pursuant to the Agreement For Sale shall alter, modify or limit in any way whatsoever any of the obligations of the Club or City pursuant to the Agreement as Amended, except as expressly set forth in the Agreement For Sale, Lease or this Sixth Amendment.

(4) To the extent the Agreement For Sale, Lease, transfer of ownership of the Dome to the County pursuant to the Agreement For Sale or reacquisition of ownership of the Dome by the City pursuant to the Agreement For Sale constitutes a modification or assignment of the Agreement as Amended, the Club hereby grants all necessary permission, consent, and approval for such modification and/or assignment.

(5) No additional permission, consent or approval and no additional amendments to the Agreement as Amended shall be required in connection with any reacquisition of ownership of the Dome by the City pursuant to the Agreement For Sale.

(6) Paragraph I. of the Recitals of the Agreement as Amended is amended to read as follows:

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

(7) Section 1.01(w) of the Agreement as Amended is amended to read as follows:

(w) TBS - Tampa Bay Sports Investors, Inc., a Florida corporation subsequently known as Tampa Bay Devil Rays, Inc. and currently known as Naimoli Baseball Enterprises, Inc.

(8) Section 2.02(d) of the Agreement as Amended is amended to read as follows:

Section 2.02. Management Rights and Obligations.

(d) Obtaining and maintaining all liability insurance necessary or appropriate to insure the liability of the CITY, County and the CLUB with respect to the DOME and other business insurance (including, without limitation, business interruption insurance). The insurance, as it protects the CITY's and County's interests, shall be subject to the CITY's and County's reasonable approval and shall cause the CITY and County to be named as additional insureds on such policies. A certificate of insurance evidencing proof of such insurance shall be provided to the CITY annually starting on the beginning date of the AMT and to the County annually starting thirty (30) days after execution of this Sixth Amendment;

(9) The following sentence is added to the end of Section 3.05 of the

Agreement as Amended:

Section 3.05. Air Rights

The CITY shall not have the power to exercise the sale or lease provisions of this Section 3.05 without the County's approval, which approval shall not be unreasonably withheld if the proposed sale or lease furthers the purposes

of or is consistent with the approved Community Redevelopment Plan for that Redevelopment Area.

- (10) Exhibit A to the Agreement as Amended is amended by deleting the existing text and diagram and replacing it with the language that follows:

Exhibit A

Legal Description of the City's Domed Stadium (Tropicana Field):

Block 1, Lot 1 and Block 2, Lot 1, Suncoast Stadium Replat as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida

Less that portion of 4th Avenue South laying within said Suncoast Stadium Replat and designated "Ingress/Egress Easement"

Block 1, Lot 1; Block 2, Lot 1; Block 3, Lot 1; and Block 4, Lot 1, Tropicana Field West Parking Area Replat as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida

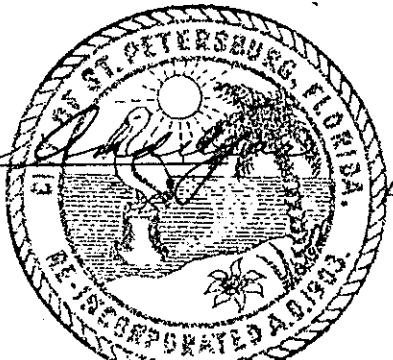
- (11) The amendments to the Agreement as Amended set forth in paragraphs (8) and (9), above, shall be effective only for so long as the County owns the Dome.
- (12) The remaining terms, conditions and provisions of the Agreement as Amended which are not affected by this Sixth Amendment remain unchanged and in full force and effect.
- (13) No amendment to this Sixth Amendment shall be valid unless it is in writing and signed by the City and the Club.

IN WITNESS WHEREOF, the undersigned have executed this Sixth Amendment as of the day and year first above written to be effective as of such date.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

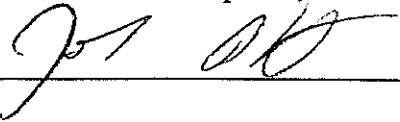

City Clerk




By: 
Its: Mayor

Sixth Amendment to the Agreement for the Use, Management and Operation of the
Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball

TAMPA BAY DEVIL RAYS, LTD.,
a Florida Limited partnership
by Naimoli Baseball Enterprises, Inc.

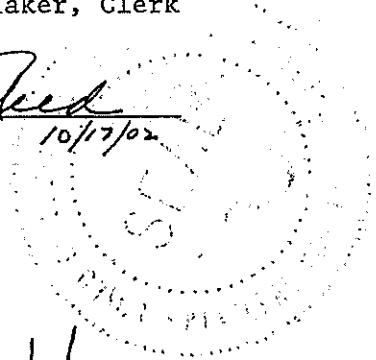
By: 
Senior VP/General Counsel

Approved by Pinellas County, Florida,
By and Through the Board of County
Commissioners

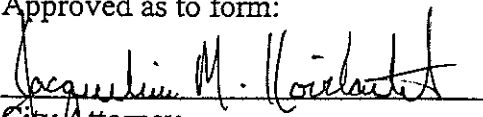
By: 
Print: BARBARA SHEEN TODD
Title: CHAIRMAN

Attest: Karleen F. De Blaker, Clerk

By: 
Deputy Clerk 10/17/02

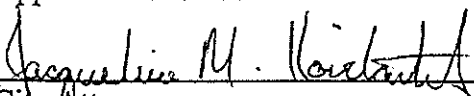


Approved as to form:


Asst. City Attorney

A02-00272\13637\V.6final

Approved as to content:


Asst. City Attorney



CITY OF ST. PETERSBURG

OFFICE OF THE CITY ATTORNEY

March 29, 2004

John P. Higgins, Esq.
Senior Vice President/General Counsel
Tampa Bay Devil Rays
One Tropicana Drive
St. Petersburg, FL 33705

Dear John:

Enclosed for your files are fully executed original copies of the "Agreement for Resolution of Certain Matters Between the Tampa Bay Devil Rays, Ltd. and the City of St. Petersburg" and the "Seventh Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball."

If you should have any questions, please feel free to contact me.

Very truly yours,


Mark A. Winn
Chief Assistant City Attorney

MAW:bg

Enclosures

c: Eva Andujar w/original enclosures
Rick Mussett w/two original enclosures



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

THIS SEVENTH AMENDMENT to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball (the "**Seventh Amendment**") is made and executed as of the 22nd day of March, 2004, between the **CITY OF ST. PETERSBURG, FLORIDA**, a municipal corporation (hereinafter referred to as the "**CITY**"), and the **TAMPA BAY DEVIL RAYS, LTD.**, a Florida limited partnership (hereinafter referred to as "**CLUB**").

RECITALS:

A. The **CITY** and the **CLUB** entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**Agreement**") on April 28, 1995.

B. The **CITY** and the **CLUB** entered into a **First Amendment** to the **Agreement** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**First Amendment**") on May 9, 1995.

C. The **CITY** and the **CLUB** entered into a **Second Amendment** to the **Agreement** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**Second Amendment**") on May 18, 1995.

D. The **CITY** and the **CLUB** entered into a **Third Amendment** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**Third Amendment**") on June 14, 1995.

E. The **CITY** and the **CLUB** entered into a **Fourth Amendment** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**Fourth Amendment**") on February 26, 1997.

F. The **CITY** and the **CLUB** entered into a **Fifth Amendment** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**Fifth Amendment**") on January 29, 1999.

G. The **CITY** and the **CLUB** entered into a **Sixth Amendment** for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the provision of Major League Baseball ("Sixth Amendment") on September 24, 2002.

H. The **CITY** and **CLUB** have agreed to make certain amendments to the **Agreement**, as amended by the **First, Second, Third, Fourth, Fifth** and **Sixth Amendments**(hereinafter referred to as the **Amended Agreement Six**) to clarify certain terms, and payment dates and to provide for the fact that ticket stubs are no longer collected.

NOW, THEREFORE, in consideration of the foregoing recitals, (which are hereby incorporated into this **Seventh Amendment**), and the mutual promises and covenants set forth below, it is agreed as follows:

1. The Table of Contents for "Section 1.01 - Definitions" as contained in the **Amended Agreement Six** is amended by replacing the term "Ticket Stub Collected" with the term "Actual Attendee".
2. Section 1.01(y) of the **Amended Agreement Six** is amended to read as follows:

Actual Attendee - An individual who attends an event at the Dome as measured by a method that is verifiable, through an auditing procedure generally accepted by the auditing profession and reasonably acceptable to the City, which method of measurement is substantially equivalent to the method used at the beginning of the Term for determining attendance by a ticket stub collected from a person attending an event at the Dome as evidenced by the ticket stub drop count.

3. Section 2.03(c) of the **Amended Agreement Six** is amended to read as follows:

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

4. Section 4.02(a)(1) of the **Amended Agreement Six** is amended to read as follows:

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

5. Section 4.02(a)(2) of the **Amended Agreement Six** is amended to read as follows:

In each and every year of the Term that the number of total Actual Attendees for regular season MLB Home Games exceed 3,300,000, in addition to the \$.50 above, \$.50 for each such Actual Attendee in excess of the 3,300,000;

6. Section 4.02(a)(3) of the **Amended Agreement Six** is amended to read as follows:

Both the \$.50 fee described in Section 4.02(a)(1) and the additional \$.50 fee described in Section 4.02(a)(2) shall be annually adjusted upward or downward commencing with the MLB season in the year 2000 and annually thereafter by a percentage equal to the percentage change in the Consumer Price Index - All Urban Consumers, U.S. City Average- All Items, as calculated by the U.S. Department of Labor, Bureau of Labor Statistics (CPI). For purposes of this Section, the adjustment in fees shall be based upon the change from the December 1998 CPI to the December CPI of the year immediately preceding the adjustment year. However, under no circumstances shall either of the aforesaid fees ever fall below their initial \$.50 level.

As an example of the calculation of the adjustment, for 2004, the ticket fee adjustment amount shall be calculated by taking the percentage change in CPI from December 1998 to December 2003 and increasing or decreasing the \$.50 fees by the same percentage change as the CPI over this period.

The escalation for 2004 is as follows:

December 1998 CPI	163.9
December 2003 CPI	184.3
Change in CPI	20.4 (Dec. 2003 CPI - Dec. 1998 CPI)
Percentage Change in CPI	12.4% (Change in CPI / Dec. 1998 CPI)
Original Ticket Fees	\$.500
Adjustment Amount	\$.062 (Original Ticket Fee x

Percentage Change in CPI)

Ticket Fees as of 01/01/04 \$.562 (Original Ticket Fee + Adj. Amount)

7. Section 4.02(a)(4) of the **Amended Agreement Six** is amended to read as follows:

In the event there is a change in the way business is conducted and the method for determining an Actual Attendee is changed the **CITY** and the **CLUB**, will in good faith, negotiate and agree to an alternate verifiable method upon which to base the total Actual Attendees to be applied to each of the \$.50 fees.

8. Section 4.02(b)(4) of the **Amended Agreement Six** is amended to read as follows:

The Ticket Stub Funds shall be paid monthly by the fifteenth (15th) day of the following month. On each payment due date the **CLUB** shall supply the **CITY** with a certificate of the **CLUB** as to the total number of Actual Attendees during the preceding month and payments made pursuant to this Section. All records of Actual Attendees shall be monitored and shall be subject to audit by the **CITY**. There shall be a reconciliation at the end of each Year.

9. Section 4.02 of the **Amended Agreement Six** is amended by adding the following new subsection 4.02(c) to read as follows:

The **CLUB** has informed the **CITY** that for performances of Cirque Du Soleil the **CLUB** is not able to obtain actual attendance numbers for the performances because Cirque Du Soleil does not provide the **CLUB** with that information. Therefore, the **CITY** and the **CLUB** agree that for the 2004 performance and any future performance of Cirque Du Soleil the Ticket Stub Payment due under Section 4.02 of this Agreement and the total Actual Attendees at each event shall be calculated by assuming that there are three persons in each vehicle parked by or for a patron attending Cirque Du Soleil in the parking lots comprising the 7,000 parking spaces provided by the City Pursuant to Section 6.01(c) of the Use Agreement. Notwithstanding the foregoing, if the vehicle parked in any of said parking lots is a bus, the parking lot attendant will be instructed by the **CLUB** to obtain an actual count of passengers from the bus driver and that number shall be used instead of the number three in calculating the total Actual Attendees for that vehicle. In the event the **CLUB** is able at some future date to obtain attendance figures for these performances, the total Actual Attendees will be based upon the actual attendance figures rather than the

formula provided in this subsection 4.02(c) from that point in time going forward.

10. Section 4.08 of the **Amended Agreement Six** is amended by addition the following sentence to the end of the Section:

The payment for each year shall be due on November 15th of that year.

11. Section 4.03 of the **Amended Agreement Six** is amended by the addition of the following sentence to the end of the Section:

The payment for each year shall be due on November 15th of that year.

12. Section 5.01 of **Amended Agreement Six** is amended to read as follows:

Capital Repair, Renewal and Replacement Sinking Fund Account. During the AMT the **CLUB** shall establish an escrowed sinking fund to be designated the Capital Repair, Renewal and Replacement Account (the "Capital Account") with a depository in which municipal funds may be deposited. The Capital Account shall be funded as provided for in this Agreement. All withdrawals shall require the co-signature of the Chief Financial Officer of the **CITY**. The Capital Account shall be used by the **CLUB** in making all capital repairs, renewals and replacements to the **DOM**E in accordance with the definitions and summary of use delineated in Exhibit H. The **CLUB** shall consult with the **CITY** with respect to any expenditures from the Capital Account and any such expenditures shall be subject to the approval of the **CITY**, which approval, unless otherwise provided herein, will not be unreasonably withheld. Subject to Section 4.05, any amounts remaining in the Capital Account at the end of the Term shall be paid to the **CITY**. Except as described in Article XVI hereof, the **CLUB** shall be solely responsible for the cost of any capital repairs, renewals or replacements exceeding the moneys available in the Capital Account and applicable available insurance proceeds. In its sole discretion, the **CITY** may allow exceptions to the use of the Capital Account for uses other than those uses listed in Exhibit "H".

13. **Amended Agreement Six** is amended by attaching an exhibit "H" which exhibit is attached to this **Seventh Amendment** and labeled as Exhibit "H".

14. By way of explanation there is only one exhibit attached to this **Seventh Amendment** (Exhibit "H") and it is lettered to be compatible with the existing exhibits in **Amended Agreement Six**.

15. The remaining terms, conditions and provisions of the **Agreement**, as amended by the **First Amendment**, the **Second Amendment**, the **Third Amendment**, the **Fourth**

Amendment, the Fifth Amendment, and the Sixth Amendment which are not affected by this **Seventh Amendment** remain intact.

16. No amendment to this **Seventh Amendment** shall be valid unless it is in writing and signed by the **CITY** and the **CLUB**.

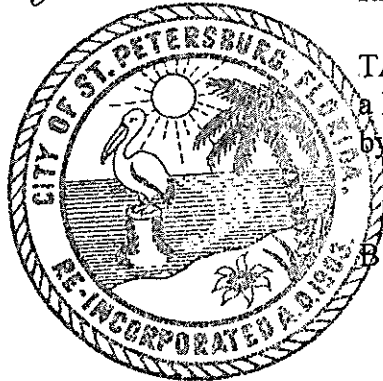
IN WITNESS WHEREOF, the undersigned have executed this **Seventh Amendment** as of the day and year first above written to be effective as of such date.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

Eva Andujar
City Clerk

By: *[Signature]*
Its: Mayor



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

By: *[Signature]*
Its: Senior VP/General Counsel

Approved as to form:

[Signature]
City Attorney

Approved as to content:

[Signature]
City Attorney

00032591.WPD

Exhibit H Uses of Capital Account

The following definitions shall be used in interpreting Section 5.01 of the Agreement.

General Definition of Capital Assets

Capital assets include items such as: buildings, fixtures, furniture, and equipment. To be considered a capital asset, these items must have an intended useful life greater than one year. Items such as office supplies and small tools are not considered capital assets since they are not generally intended to benefit more than one period.

After capital assets are acquired, it is normal for additional expenditures to be made to keep the assets in satisfactory working condition. These additional expenditures are classified as either capital or operating expenditures.

Capital expenditures generally must benefit future periods and be of such significant dollar amounts that expensing them in one period would violate sound accounting principles. This type of expenditure includes major repairs, renewals, or replacement of existing capital assets.

Operating expenditures, in contrast, generally benefit only one period, or fall under the dollar threshold to be classified as a capital expense. This category includes routine repair and maintenance activities, repainting, cleaning, and replacement of minor parts.

Specific Definitions for Certain Terms

Repair	These are expenditures designed to maintain an asset in sound condition. They do not appreciably increase the useful service life of the asset. To be considered a capital repair, the item must involve a large dollar amount and be non-recurring in nature.
Renewal	Similar to a repair except that these expenditures are designed to rejuvenate an asset. Renewals increase the utility or service life of the asset. An example of a renewal is an engine overhaul.
Replacement	The substitution of one asset for another with similar function and form. The new asset is substantially of the same quality and useful life of the asset it replaces. Generally, replacement occurs when an asset has reached the end of its useful life or can no longer be effectively or economically maintained.
Betterment	The substitution of a better asset for the one currently in use or the enhancement of an existing asset. A betterment may increase the life of the asset it replaces or enhances, lower its operating costs, increase efficiency, or generally improve performance capabilities.

Exhibit H Uses of Capital Account

While replacements generally occur at the end of an asset's useful life, betterments may occur at any time.

Tenant Buildout	Physical improvements to areas inside Tropicana Field originally unfinished or that are being changed from their original use. These would include buildout of new suites, seating areas, meeting rooms, and fan activity areas.
New FF&E	Initial purchases of furniture, fixtures and equipment (FF&E).
Operating R&M	Repair and Maintenance activities to non-capital assets, and R&M activities to capital assets which are not expected to benefit more than one period or that fall below a reasonable dollar threshold and would not be considered a capital expenditure under generally accepted accounting principles.

Summary of Uses of Capital Account


Capital Repairs, Renewals, and Replacements as defined above are eligible expenditures from the Capital Account if they exceed a reasonable dollar threshold. If a number of the same item that serve the same function must be purchased, the collective cost of the items shall be considered in determining whether the reasonable dollar threshold has been met. Betterments are not as clearly eligible because the user may choose to replace a still functioning asset for a variety of reasons. Betterment items need to be reviewed on a case by case basis to determine eligibility and receive a higher level of scrutiny by the **CITY** to determine if the degree of the benefit is reasonable in view of its cost.

Provided sufficient money is available in the Capital Account and subject to required regulatory approvals and reasonable approval by the **CITY** of design and development plans, fifty percent of the cost of a marquee may be paid for from the Capital Account. However, in the event that fifty percent of the cost of the marquee exceeds \$500,000. the amount drawn from the Capital Account for the marquee will be limited to \$500,000.

Tenant Buildout and New FF&E would not normally be eligible to be reimbursed from the Capital Account but could be considered as an exception upon request of the **CLUB** but, as an exception, the **CITY** reserves its right of sole discretion for its approval. Operating R&M activities are not eligible items for use of the Capital Account.

MEMORANDUM
CITY OF ST. PETERSBURG

TO: Eva Andujar, City Clerk
Joseph Zeoli, City Development Administration

FROM: Jacqueline M. Kovilaritch, Assistant City Attorney 

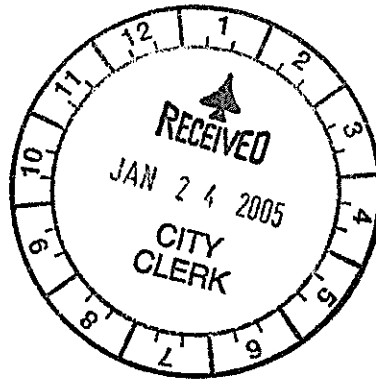
DATE: January 21, 2005

RE: Eighth Amendment to the Agreement for the Use, Management and Operation of the
Domed Stadium in St. Petersburg, including the Provision of Major League Baseball

Attached for your file is a signed original of the above-referenced document. An original has been provided to John Higgins under separate cover.

Thank you for your time and attention to this matter.

00045508.WPD



NO. 2004-673

A RESOLUTION APPROVING THE EIGHTH AMENDMENT TO THE AGREEMENT FOR THE USE, MANAGEMENT AND OPERATION OF THE DOMED STADIUM IN ST. PETERSBURG, INCLUDING THE PROVISION OF MAJOR LEAGUE BASEBALL BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE TAMPA BAY DEVIL RAYS, LTD; PROVIDING AUTHORITY FOR THE MAYOR TO EXECUTE THE EIGHTH AMENDMENT; APPROVING DISBURSEMENT OF UP TO \$500,000 FROM THE CAPITAL REPAIR, RENEWAL AND REPLACEMENT SINKING FUND ACCOUNT; APPROVING A SUPPLEMENTAL APPROPRIATION OF \$500,000 FROM THE CAPITAL RESERVE DESIGNATION IN THE UNAPPROPRIATED BALANCE OF THE TROPICANA FIELD OPERATING FUND; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Eighth Amendment to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball is approved and the Mayor is authorized to execute said Eighth Amendment on behalf of the City.

BE IT FURTHER RESOLVED that disbursement of up to \$500,000 for a project consisting of both an exterior marquee and interior electronic display system be approved from the Capital Repair, Renewal and Replacement Sinking Fund Account subject to receipt by the City of appropriate supporting documentation.

BE IT FURTHER RESOLVED, that there is hereby approved from the Capital Reserve Designation in the unappropriated balance of the Tropicana Field Operating Fund the following supplemental appropriation:

Tropicana Field	\$500,000
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2004-673
Page 2

This Resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 9th day of December,
2004.

David W. Beech

Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Eva Andujar
City Clerk



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

THIS EIGHTH AMENDMENT to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball (the "**Eighth Amendment**") is made and executed as of the 9th day of December, 2004, between the **CITY OF ST. PETERSBURG, FLORIDA**, a municipal corporation (hereinafter referred to as the "**CITY**"), and the **TAMPA BAY DEVIL RAYS, LTD.**, a Florida limited partnership (hereinafter referred to as "**CLUB**").

RECITALS:

A. The **CITY** and the **CLUB** entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**Agreement**") on April 28, 1995.

B. The **CITY** and the **CLUB** entered into a **First Amendment** to the Agreement ("**First Amendment**") on May 9, 1995.

C. The **CITY** and the **CLUB** entered into a **Second Amendment** to the Agreement ("**Second Amendment**") on May 18, 1995.

D. The **CITY** and the **CLUB** entered into a **Third Amendment** to the Agreement ("**Third Amendment**") on June 14, 1995.

E. The **CITY** and the **CLUB** entered into a **Fourth Amendment** to the Agreement ("**Fourth Amendment**") on February 26, 1997.

F. The **CITY** and the **CLUB** entered into a **Fifth Amendment** to the Agreement ("**Fifth Amendment**") on January 29, 1999.

G. The **CITY** and the **CLUB** entered into a **Sixth Amendment** to the Agreement ("**Sixth Amendment**") on September 24, 2002.

H. The **CITY** and the **CLUB** entered into a **Seventh Amendment** to the Agreement ("**Seventh Amendment**") on March 22, 2004.

I. The **CITY** and the **CLUB** have agreed to amend the Agreement, as amended by the **First Amendment**, the **Second Amendment**, the **Third Amendment**, the **Fourth Amendment**, the **Fifth Amendment**, the **Sixth Amendment** and the **Seventh Amendment**, (which Agreement as amended by the aforementioned seven amendments is hereinafter referred to as the "**Amended Agreement**") to replace the original Exhibit H with a revised

Exhibit H, which revised Exhibit H allows disbursement of up to \$500,000 from the Capital Repair, Renewal and Replacement Sinking Fund Account for a project consisting of both an exterior marquee and interior electronic display system, and to grant the City the right to display promotional announcements on such exterior marquee and interior electronic display system.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into this **Eighth Amendment**), and the mutual promises and covenants set forth below, it is agreed as follows:

1. The **Amended Agreement** is amended by deleting the original Exhibit H (attached to the **Seventh Amendment**) and replacing it with the revised Exhibit H attached to this **Eighth Amendment** and labeled as "Revised Exhibit H."

2. The **Amended Agreement** is further amended to add a new paragraph to the end of Section 3.03, Advertising and Promotion, which paragraph shall read as follows:

In addition to the advertising and promotional rights set forth above, the **CITY** shall have the right to display promotional announcements from time to time on the exterior marquee and interior electronic display system referenced in Revised Exhibit H (scheduled to be installed in 2005). The **CITY's** promotional announcements shall be displayed on a space available basis. The form, content, duration and frequency of the **CITY's** promotional announcements shall be mutually agreed upon by the **CITY** and **CLUB**.

3. The terms, conditions and provisions of the **Amended Agreement** which are not affected by this **Eighth Amendment** remain intact.


4. No amendment to this **Eighth Amendment** shall be valid unless it is in writing and signed by the **CITY** and the **CLUB**.

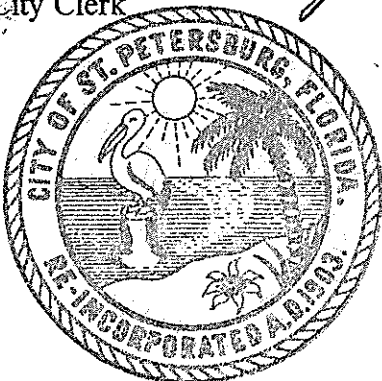
IN WITNESS WHEREOF, the undersigned have executed this **Eighth Amendment** as of the day and year first above written to be effective as of such date.

ATTEST:

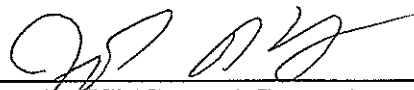
CITY OF ST. PETERSBURG, FLORIDA


City Clerk

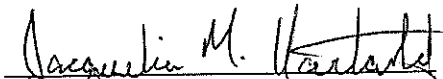
By: 
Its: Mayor



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

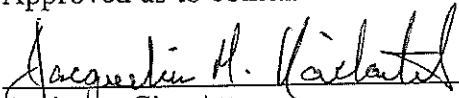
By: 
Its: Senior VP/General Counsel

Approved as to form:


Assistant City Attorney

00043815.WPD

Approved as to content:


Assistant City Attorney

Revised Exhibit H Uses of Capital Account

The following definitions shall be used in interpreting Section 5.01 of the Agreement.

General Definition of Capital Assets

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After capital assets are acquired, it is normal for additional expenditures to be made to keep the assets in satisfactory working condition. These additional expenditures are classified as either capital or operating expenditures.

Capital expenditures generally must benefit future periods and be of such significant dollar amounts that expensing them in one period would violate sound accounting principles. This type of expenditure includes major repairs, renewals, or replacement of existing capital assets.

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Betterment	The substitution of a better asset for the one currently in use or the enhancement of an existing asset. A betterment may increase the life of the asset it replaces or enhances, lower its operating costs,

increase efficiency, or generally improve performance capabilities.

While replacements generally occur at the end of an asset's useful life, betterments may occur at any time.

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Summary of Uses of Capital Account

Capital Repairs, Renewals, and Replacements as defined above are eligible expenditures from the Capital Account if they exceed a reasonable dollar threshold. If a number of the same item that serve the same function must be purchased, the collective cost of the items shall be considered in determining whether the reasonable dollar threshold has been met. Betterments are not as clearly eligible because the user may choose to replace a still functioning asset for a variety of reasons. Betterment items need to be reviewed on a case by case basis to determine eligibility and receive a higher level of scrutiny by the **CITY** to determine if the degree of the benefit is reasonable in view of its cost.

Provided sufficient money is available in the Capital Account and subject to required regulatory approvals and reasonable approval by the **CITY** of design and development plans, fifty percent of the cost of a project including both an exterior marquee and interior electronic display system may be paid for from the Capital Account. However, in the event that fifty percent of the total cost of such a project exceeds \$500,000, the amount drawn from the Capital Account for said project will be limited to \$500,000.

Tenant Buildout and New FF&E would not normally be eligible to be reimbursed from the Capital Account but could be considered as an exception upon request of the **CLUB** but, as an exception, the **CITY** reserves its right of sole discretion for its approval. Operating R&M activities are not eligible items for use of the Capital Account.

NO. 2005-646

A RESOLUTION APPROVING THE NINTH AMENDMENT TO THE AGREEMENT FOR THE USE, MANAGEMENT AND OPERATION OF THE DOMED STADIUM IN ST. PETERSBURG, INCLUDING THE PROVISION OF MAJOR LEAGUE BASEBALL BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE TAMPA BAY DEVIL RAYS, LTD. (THE "USE AGREEMENT"); PROVIDING AUTHORITY FOR THE MAYOR TO EXECUTE THE AFOREMENTIONED AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Club has decided to offer free non-reserved parking for the 2006 Major League Baseball season, and

WHEREAS, Section 4.08 of the Amended Use Agreement contains provisions for payment to the City of parking revenues for cars parked in specific Tropicana Field lots, and

WHEREAS, it is the desire of the Club and the City to amend the Amended Use Agreement to change the reimbursement requirements contained in Section 4.08 for the 2006 baseball season to a lump sum payment of \$132,206 plus applicable taxes: and

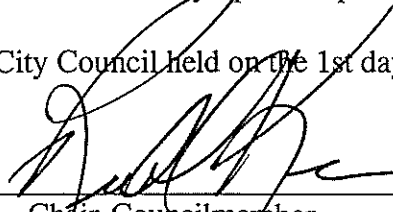
WHEREAS, The amendment would provide for negotiated compensation in future years should the free parking policy be continued.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Ninth Amendment to the Use Agreement is approved, and

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to execute the aforementioned Amendment on behalf of the City.

This Resolution shall become effective immediately upon adoption.

Adopted at a regular session of the City Council held on the 1st day of December, 2005.



Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 

City Clerk



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

THIS NINTH AMENDMENT to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball (the "**Ninth Amendment**") is made and executed as of the 13 day of February, 2006, between the **CITY OF ST. PETERSBURG, FLORIDA**, a municipal corporation (hereinafter referred to as the "**CITY**"), and the **TAMPA BAY DEVIL RAYS, LTD.**, a Florida limited partnership (hereinafter referred to as "**CLUB**").

RECITALS:

A. The **CITY** and the **CLUB** entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**Agreement**") on April 28, 1995.

B. The **CITY** and the **CLUB** entered into a **First Amendment** to the Agreement ("**First Amendment**") on May 9, 1995.

C. The **CITY** and the **CLUB** entered into a **Second Amendment** to the Agreement ("**Second Amendment**") on May 18, 1995.

D. The **CITY** and the **CLUB** entered into a **Third Amendment** to the Agreement ("**Third Amendment**") on June 14, 1995.

E. The **CITY** and the **CLUB** entered into a **Fourth Amendment** to the Agreement ("**Fourth Amendment**") on February 26, 1997.

F. The **CITY** and the **CLUB** entered into a **Fifth Amendment** to the Agreement ("**Fifth Amendment**") on January 29, 1999.

G. The **CITY** and the **CLUB** entered into a **Sixth Amendment** to the Agreement ("**Sixth Amendment**") on September 24, 2002.

H. The **CITY** and the **CLUB** entered into a **Seventh Amendment** to the Agreement ("**Seventh Amendment**") on March 22, 2004.

I. The **CITY** and the **CLUB** entered into an **Eighth Amendment** to the Agreement ("**Eighth Amendment**") on December 9, 2004.

J. The **CITY** and the **CLUB** have agreed to amend the **Agreement**, as amended by the **First Amendment**, the **Second Amendment**, the **Third Amendment**, the **Fourth Amendment**, the **Fifth Amendment**, the **Sixth Amendment**, the **Seventh Amendment**, and the **Eighth Amendment** (which **Agreement** as amended by the aforementioned eight amendments is

hereinafter referred to as the "Amended Agreement Eight") to add Section 4.09 to the Amended Agreement Eight, which Section 4.09 requires a lump sum payment from the CLUB to the CITY to reimburse the CITY for the loss of revenue from parking during the 2006 season, as the CLUB has announced that it will be providing free non-reserved parking in the Tropicana Field lots for the 2006 baseball season.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into this Ninth Amendment), and the mutual promises and covenants set forth below, it is agreed as follows:

- 1. A new Section 4.09 is added to the Amended Agreement Eight to read as follows:

Section 4.09. The CLUB has decided to waive non-reserved parking fees for its patrons during the 2006 baseball season for all DOME (commonly know as Tropicana Field) parking lots. With regard to the payments due the CITY for the 2006 baseball season per Section 4.08 of this Agreement, the CLUB will pay the CITY a lump sum payment of \$132,206 plus applicable sales taxes on or before November 15, 2006. This payment is in lieu of the \$1.02 per vehicle set forth in Section 4.08 and is applicable only to the 2006 baseball season. In the event free parking is continued beyond the 2006 baseball season, then the parties agree to negotiate a further amendment to the Amended Agreement Eight for the remaining baseball seasons covered by Section 4.08 so that the CITY will receive compensation substantially equivalent to what it would have received had the free parking not been continued.

- 2. The terms, conditions and provisions of the Amended Agreement Eight which are not affected by this Ninth Amendment remain intact.

- 3. No amendment to this Ninth Amendment shall be valid unless it is in writing and signed by the CITY and the CLUB.

IN WITNESS WHEREOF, the undersigned have executed this Ninth Amendment as of the day and year first above written to be effective as of such date.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

Eva Andujar
City Clerk

By: *Rick Bula*
As Its: Mayor

Approved as to content
[Signature]
City Attorney or designee

TAMPA BAY DEVIL RAYS, LTD,
a Florida Limited partnership
by Tampa Bay Devil Rays, Inc

Approved as to form
[Signature]
City Attorney or designee
Ninth Ammdmt to Use Agrmnt.wpd

By: *[Signature]*
Its: Senior VP/General Counsel

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

THIS TENTH AMENDMENT to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, including the Provision of Major League Baseball (the "**Tenth Amendment**") is made and executed as of the 28th day of November, 2006, between the **CITY OF ST. PETERSBURG, FLORIDA**, a municipal corporation (hereinafter referred to as the "**CITY**"), and the **TAMPA BAY DEVIL RAYS, LTD.**, a Florida limited partnership (hereinafter referred to as "**CLUB**").

RECITALS:

- A. The **CITY** and the **CLUB** entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg, Including the Provision of Major League Baseball ("**Agreement**") on April 28, 1995.
- B. The **CITY** and the **CLUB** entered into a **First Amendment** to the Agreement ("**First Amendment**") on May 9, 1995.
- C. The **CITY** and the **CLUB** entered into a **Second Amendment** to the Agreement ("**Second Amendment**") on May 18, 1995.
- D. The **CITY** and the **CLUB** entered into a **Third Amendment** to the Agreement ("**Third Amendment**") on June 14, 1995.
- E. The **CITY** and the **CLUB** entered into a **Fourth Amendment** to the Agreement ("**Fourth Amendment**") on February 26, 1997.
- F. The **CITY** and the **CLUB** entered into a **Fifth Amendment** to the Agreement ("**Fifth Amendment**") on January 29, 1999.
- G. The **CITY** and the **CLUB** entered into a **Sixth Amendment** to the Agreement ("**Sixth Amendment**") on September 24, 2002.
- H. The **CITY** and the **CLUB** entered into a **Seventh Amendment** to the Agreement ("**Seventh Amendment**") on March 22, 2004.
- I. The **CITY** and the **CLUB** entered into an **Eighth Amendment** to the Agreement ("**Eighth Amendment**") on December 9, 2004.

J. The CITY and the CLUB entered into a **Ninth Amendment** to the Agreement ("**Ninth Amendment**") on February 13, 2006.

K. The CITY and the CLUB have agreed to amend the Agreement, as amended by the **First Amendment**, the **Second Amendment**, the **Third Amendment**, the **Fourth Amendment**, the **Fifth Amendment**, the **Sixth Amendment**, the **Seventh Amendment**, the **Eighth Amendment**, and the **Ninth Amendment** (which Agreement as amended by the aforementioned nine amendments is hereinafter referred to as the "**Amended Agreement Nine**") to add Section 4.10 to the **Amended Agreement Nine**, which Section 4.10 requires the CLUB to provide the CITY a lump sum payment and promotional opportunities to reimburse the CITY for the loss of revenue from parking during the 2007 season, as the CLUB has announced that it will be providing free non-reserved parking in the Tropicana Field lots for the 2007 baseball season.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into this **Tenth Amendment**), and the mutual promises and covenants set forth below, it is agreed as follows:

1. A new Section 4.10 is added to the **Amended Agreement Nine** to read as follows:

Section 4.10. The CLUB has decided to waive non-reserved parking fees for its patrons during the 2007 baseball season for all DOME (commonly known as Tropicana Field) parking lots. With regard to the payments due the CITY for the 2007 baseball season per Section 4.08 of this Agreement, the CLUB will pay the CITY a lump sum payment of \$132,206 plus applicable sales taxes on or before November 15, 2007. In addition to the lump sum payment, the CLUB will allow the CITY use of the home plate rotator boards for a minimum of one-half inning per home game for the 2007 baseball season. Additionally, the CLUB will periodically include a City produced video during their televised games and on the Tropicana Field Diamond Vision Board during the 2007 baseball season. The lump sum payment and promotional opportunities set forth above are in lieu of the \$1.02 per vehicle set forth in Section 4.08 and are applicable only to the 2007 baseball season.

2. The terms, conditions and provisions of the **Amended Agreement Nine** which are not affected by this **Tenth Amendment** remain intact.

3. No amendment to this **Tenth Amendment** shall be valid unless it is in writing and signed by the CITY and the CLUB.

IN WITNESS WHEREOF, the undersigned have executed this Tenth Amendment as of the day and year first above written to be effective as of such date.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

Lina Andujar
City Clerk

By: *Rick Baber*
As Its: Mayor

Approved as to content
[Signature]
City Attorney or designee

TAMPA BAY DEVIL RAYS, LTD,
a Florida Limited partnership
by Tampa Bay Devil Rays, Inc

Approved as to form
[Signature]
City Attorney or designee
Tenth Amendmt to Use Agrmnt v3.wpd

By: *[Signature]*
Its: Senior VP/General Counsel

