

General Business  
G.C.  
Additional Backup

## ADDENDUM TO AGREEMENTS CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

This Addendum is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017. This Addendum is intended to supplement but not supplant the rights or remedies as a third-party beneficiary or otherwise of the State of Florida (“State”), Department of Economic Opportunity (“DEO”) and their permitted successors and assigns under or by reason of the following agreements (hereinafter collectively referred to in this Addendum as the “Agreements”):

- 1) Non-Relocation Agreement dated May 22, 2017 by and between Sarasota County, Florida, a charter county and political subdivision of the State of Florida (hereinafter “County”), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, laws of Florida, Acts of 2004, as amended (hereinafter “WVID”), and Atlanta National League baseball Club, LLC, a Georgia limited liability company (hereinafter “ANLBC”), owner and operator of the Major League Baseball franchise known as the Atlanta Braves (hereinafter “Team”);
- 2) Facility Operating Agreement dated May 22, 2017 by and between the County and ANLBC;
- 3) Interlocal Agreement Regarding Spring Training Stadium Financing Obligations dated July 27, 2017 by and between the City of North Port, Florida, a Florida municipal corporation (hereinafter “City”) and WVID;
- 4) Interlocal Agreement to be executed prior to the execution of this Addendum by and between the County and WVID; and
- 5) Any other Agreement with respect to the Spring Training Facility described in the Letter of Intent and Term Sheet dated as of March 7, 2017 by and between the County, the City, WVID, Manasota Beach Ranchlands, LLLP (hereinafter “Developer”), Calben (US) Corporation (hereinafter “Developer Guarantor”), and ANLBC, as approved and further described in Resolution No. 2017-074 of the Board of County Commissioners of Sarasota County, Florida dated May 23, 2017.

WHEREAS, the purpose of section 288.11631, Florida Statutes, is to provide a process for the retention of spring training baseball franchises within the State;

WHEREAS, the parties to the Agreements acknowledge that the amount of State incentive funding is based on the Team’s continual use of the Facility for the duration of the State incentive funding;

WHEREAS, the parties to the Agreements acknowledge that the purpose of this Addendum is to ensure that the Agreements continuously meet the requirements of section 288.11631, Florida Statutes, and that DEO can properly and responsibly act as the steward of State funds; and

WHEREAS, the parties to the Agreements acknowledge that the Agreements contain provisions designed to establish business, operational and other obligations and rights not directly related to section 288.11631, Florida Statutes or this Addendum, which provisions are not intended to be modified or affected by this Addendum except to the extent that they limit any rights or remedies of the State or DEO as provided for in this Addendum.

NOW THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained, and in order to induce DEO to certify Applicant pursuant to section 288.11631, Florida Statutes, the parties to the Agreements agree to sign this Addendum as a condition precedent to State's certification and funding, and covenant as follows:

## **I. DEFINITIONS**

Except as otherwise set forth herein, the definitions set forth in the Agreements shall not apply to this Addendum and the definitions set forth in this Addendum shall not apply to the Agreements. The definitions that shall apply to this Addendum are included in Exhibit "A" attached hereto and incorporated herein.<sup>1</sup> All words used herein shall be defined as they are ordinarily used, unless otherwise defined in this Addendum.

## **II. TERMS AND CONDITIONS**

In accordance with the last sentence of paragraph 3.2 page 4 of the Non-Relocation Agreement dated May 22, 2017, ANLBC is obligated to exhibit, promote, schedule and play or conduct at least eighty percent (80%) or fifteen (15) Major League Spring Training Home Games per season (whichever is greater) in the main stadium of the Facility, between the Team and another Major League Club, with at least two (2) such Major League Spring Training Home Games scheduled to begin after 6:00 pm, subject to Major League Baseball Rules and Regulations. DEO may excuse ANLBC in writing from the obligation of this immediately preceding sentence (with or without a Compensatory Prorated Fee as further described below); but if not, then at DEO's sole and absolute discretion, DEO can unilaterally determine and notify ANLBC in writing that ANLBC breached its obligation and owes immediate payment to the State of the total amount of the State distributions due and payable through the final maturity of the Bonds.

Provided, however, that if Force Majeure or Major League Baseball causes ANLBC and Team to play less than fifty percent (50%) of the Major League Spring Training Home Games at the Facility during each Spring Training Season, then the Agreements shall be automatically extended beyond their Term for one additional full Spring Training Season.

The Compensatory Prorated Fee shall be determined as follows: State's yearly distribution applicable to Spring Training Season multiplied by the fraction obtained by dividing the number of missed Major League Spring Training Home Games (up to 15 games) by 15 yearly Major League Spring Training Home Games. For example: with 2 unexcused missed Major League Spring Training Home Games

in a Spring Training Season, and State paying \$1,000,000 per year, ANLBC would owe state \$1,000,000 x (2/15) = \$133,333.

### **III. STATE OF FLORIDA AS THIRD PARTY BENEFICIARY**

The State of Florida, by and through DEO and DEO's successors and assigns, is an intended third party beneficiary of this Addendum. The State and DEO shall have standing in any action at law or in equity relating to, and/or to seek and/or compel performance of, the obligations this Addendum imposes. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This Addendum shall in no way limit any additional legal rights or remedies that the State or DEO may have with the Agreements or otherwise.

### **IV. ORDER OF PRIORITY**

In the event of a conflict between the terms of this Addendum and the Agreements relating specifically to a right, obligation or remedy benefitting DEO which arises from section 288.11631, Florida Statutes or this Addendum, the terms of this Addendum shall take precedence and shall control over any other terms of the Agreements, including any terms added to, amended in, or removed from the Agreements after the effective date of this Addendum; provided that this provision shall not be interpreted so as to release or modify any obligation, right or remedy provided in the Agreement which is in addition to those provided to DEO or the State under section 288.11631, Florida Statutes or this Addendum. This Addendum may not be modified or amended, either directly or indirectly, without the prior written consent of the parties and DEO's Executive Director or DEO's Executive Director's successor in interest. If any modification or amendment is made to either the Agreement or this Addendum without DEO's prior written consent, and such modification or amendment has any adverse effect on DEO's rights under this Addendum, such portion of that modification or amendment that has such adverse effect shall be void ab initio and ineffective. The Addendum's recitals are incorporated herein and made a part hereof by this reference. Any duplication of this Addendum with the terms and provisions of the Agreements shall be construed as intentional.

IN WITNESS WHEREOF, this Addendum, has been executed by duly authorized officers of ANLBC, the County, the City, WVID, Developer, Developer Guarantor, and DEO, each of whom hereby represents and warrants that she or he has the full power and authority to execute this Addendum in such capacity, all as of the day and year first above written.

*- Remainder of Page Intentionally Left Blank -  
- Seven Signature Pages and Exhibit "A" are Attached -*

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC,  
A Georgia Limited Liability Company

By \_\_\_\_\_  
Terence F. McGuirk, Chief Executive Officer

WITNESSES:

\_\_\_\_\_

Print Name of Witness: \_\_\_\_\_

\_\_\_\_\_

Print Name of Witness: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF COBB

On the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared Terence F. McGuirk, who is personally known to me or proved to me on the basis of satisfactory evidence to be the Chief Executive Officer of ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.

\_\_\_\_\_

Print Name of Notary Public: \_\_\_\_\_

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

SARASOTA COUNTY, a charter county and political subdivision  
of the State of Florida

By \_\_\_\_\_  
Paul Caraguilo, Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and  
Ex-Officio Clerk of the Board of County Commissioners  
of Sarasota County, Florida

By: \_\_\_\_\_  
\_\_\_\_\_, Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS  
ON BEHALF OF SARASOTA COUNTY:

By: \_\_\_\_\_  
\_\_\_\_\_, County Attorney

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

NORTH PORT, FLORIDA, a charter city and political subdivision  
of the State of Florida

By \_\_\_\_\_  
Linda Yates, Mayor

ATTEST:

Patsy C. Adkins, MMC, City Clerk

\_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS  
ON BEHALF OF NORTH PORT, FLORIDA:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

WEST VILLAGES IMPROVEMENT DISTRICT, an Independent special district  
created pursuant to Chapter 189, Florida Statutes

By \_\_\_\_\_  
Martin Black, Chairman

WITNESSES:

\_\_\_\_\_

Print Name of Witness: \_\_\_\_\_

\_\_\_\_\_

Print Name of Witness: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS  
ON BEHALF OF WEST VILLAGES IMPROVEMENT DISTRICT:

By: \_\_\_\_\_  
\_\_\_\_\_, WVID Attorney

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

MANASOTA BEACH RANGLANDS, LLLP,  
a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, its general partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, its manager

By \_\_\_\_\_  
Jim Lieferman, President

WITNESSES:

\_\_\_\_\_

Print Name of Witness: \_\_\_\_\_

\_\_\_\_\_

Print Name of Witness: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared Jim Lieferman, who is personally known to me or proved to me on the basis of satisfactory evidence to be Jim Lieferman, President of Thomas Ranch Manager, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.

\_\_\_\_\_

Print Name of Notary Public: \_\_\_\_\_

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENT'S  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

CALBEN (US) CORPORATION,  
a Delaware Corporation

By \_\_\_\_\_  
Jim Lieferman, President

WITNESSES:

\_\_\_\_\_

Print Name of Witness: \_\_\_\_\_

\_\_\_\_\_

Print Name of Witness: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared Jim Lieferman, who is personally known to me or proved to me on the basis of satisfactory evidence to be Jim Lieferman, President of CALBEN (US) CORPORATION, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.

\_\_\_\_\_

Print Name of Notary Public: \_\_\_\_\_

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: \_\_\_\_\_  
Cissy Proctor, DEO Executive Director

Approved as to form and legal sufficiency,  
subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: \_\_\_\_\_  
Peter Penrod, DEO General Counsel

Approved Date: \_\_\_\_\_

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**EXHIBIT "A"**  
**DEFINITIONS**

BONDS shall mean bonds or refunding bonds as described in section 288.11631(2)(a)(2), Florida Statutes.

FACILITY shall mean a professional sports franchise facility for spring training of a Major League Baseball team, including a stadium, training facilities, practice field, clubhouses, administrative and operational facilities, dedicated on-Facility Site parking areas, and other appurtenances and improvements, intended for use by the Team and for other tourism and community uses contemplated by the Operative Agreements (as defined in the Facility Operating Agreement), and shall also include, without limiting the foregoing, all improved and unimproved areas of the Facility Site (as defined in the Facility Operating Agreement) and any off-Facility Site improvements required for regulatory approval.

FORCE MAJEURE shall mean acts of Gods, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to County, WVID, and City, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Facility within the control of the County, WVID, and City), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MiLB or MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

HOME GAME shall mean all baseball games played in the Facility involving the Team or its players as a participant during Spring Training, extended spring training games, Gulf Coast League games (if applicable), Florida State League games (if applicable) and instructional league games (if applicable).

MAJOR LEAGUE BASEBALL or MLB shall mean, depending on the context, any or all of (i) the Office of the Commissioner of Baseball, each other MLB entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

MAJOR LEAGUE BASEBALL CLUB or MAJOR LEAGUE CLUB shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

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

MAJOR LEAGUE SPRING TRAINING HOME GAMES shall mean, with respect to any Spring Training Season, those Spring Training games, as determined by Major League Baseball, in its sole and absolute discretion, to be played by the Team's Major League Baseball Club as the home team at the Facility during such Spring Training Season.

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MINOR LEAGUE BASEBALL or MiLB shall mean the National Association of Professional Baseball Leagues which is the governing body of professional minor league baseball.

MLB AGENCY AGREEMENT shall mean the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the Office of the Commissioner of Baseball (and the operating guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

MLB ENTITY shall mean each of the Office of the Commissioner of baseball, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective past, present or future affiliates, assigns or successors.

MLB GOVERNING DOCUMENTS shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the Office of the Commissioner of Baseball, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball leagues, (d) the Major League Rules (and all attachments hereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the Office of the Commissioner of Baseball, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities, and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the MLB Agreement.

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

SPRING TRAINING shall mean, as to each calendar year of the Term (as defined in the Facility Operating Agreement) of the Facility Operating Agreement, the regular annual spring training period during winter and early spring of any year during which the Team prepares for an upcoming MLB season, and shall be deemed to include time reasonably required for (i) preparation of the Facility, (ii) planning for the start of Spring Training, (iii) additional minor league player training prior to the commencement of the minor league season, and (iv) a period for the "winding down" of Spring Training activities by the Team. It is anticipated by the parties that the foregoing timeframe will be from approximately January 15 to approximately April 15 of each calendar year.

SPRING TRAINING SEASON shall mean the annual period during which Major League Baseball conducts Spring Training games in preparation for the Major League Baseball championship season generally running from February 1 through March 31 of each calendar year, but subject to change at the sole discretion of Major League Baseball.