

Exhibit A

Baseball Stadium Budget

**D.C. MAJOR LEAGUE BASEBALL PARK**

Project Budget

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**Ballpark Hard Cost**

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Base Building Cost	1,050,000 GSF	\$244,100,000
Hard Cost Contingency		\$19,500,000
<b>Total Ballpark Hard Cost</b>		<b>\$263,600,000</b>

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**Ballpark Soft Costs**

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Ballpark Soft Cost		\$35,300,000
Soft Cost Contingency		\$1,800,000
<b>Total Ballpark Soft Cost</b>		<b>\$37,100,000</b>

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**TOTAL BALLPARK COST** **\$300,700,000**

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**Ancillary Project Costs**

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Land		\$65,000,000
RFK		\$13,000,000
Parking		\$16,500,000
Financing		\$40,000,000

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**Total Ancillary Costs** **\$134,500,000**

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**TOTAL PROJECT COST** **\$435,200,000**

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**Exhibit B**

**Baseball Stadium Site**

The Baseball Stadium Site is bounded by N Street SE, Potomac Avenue SE, South Capitol Street and 1<sup>st</sup> Street SE. The site consists of approximately 21 acres.

**Exhibit C**

**Infrastructure**

**The following modifications or improvements to the Baseball Stadium Site shall constitute the Infrastructure for purposes of this Agreement:**

- 1. the relocation of existing utilities;**
- 2. the connection of new services, including water, storm, sewer, electric and telephone; and**
- 3. site work, including site drainage, landscaping, paving, fencing and the construction of a public promenade, plaza and sidewalks.**

**Off-site work (including, without limitation, transportation improvements or utility system upgrades) shall not constitute Infrastructure.**

**Exhibit D**

**Preliminary Project Plan**

The following requirements are intended to provide the baseline for planning of a new Major League Baseball Park in the District of Columbia. The total building size is estimated at 1,050,000 GSF.

**I. SITE REQUIREMENTS**

**A. Vehicular Circulation**

1. Adequate access and egress to and from the peripheral road system shall be provided.
2. Appropriate emergency vehicle access shall be provided around the ballpark structure.
3. Parking shall be provided for automobiles and buses. Off-site parking will be primarily used for total capacity. The number of spaces provided on-site will be dependent on the size of the usable site but will include, at a minimum, the following:
  - a)

(1)	Team and Premium Seat-holder Spaces	1,100
(2)	Disabled spaces	125
(3)	Bus spaces	30
  - b) Goal is to accomplish a 45-minute maximum parking area empty time.
  - c) Access between the ballpark and the player and team administration parking areas should be convenient and secured from the public.

**B. Pedestrian Circulation**

1. An easily-understandable circulation, parking, and pedestrian movement system focusing on the ballpark entrances shall be strongly delineated and allow maximum flexibility, efficient movement, and freedom of choice of entrance at the perimeter. Clearly defined parking areas and pedestrian walks leading to the ballpark shall be provided. Reinforcement of the circulation system shall be achieved with flagpoles, landscaping, and lighting.
2. Appropriate graphics, safety, and equipment to aid pedestrian movement shall be provided.

**C. Storm Drainage, Retention and Utilities**

1. All storm drainage and utilities shall be provided in accordance with applicable codes and ordinances.

**D. Entrances**

1. Many entrances are provided to a major-league ballpark, each serving a different "User Group". The location and design of these various entries (including the major public gates) must respond to site-specific circulation patterns in order to be convenient. The primary entrances are to be designed and themed as desired by the Team with an emphasis on revenue producing elements.
2. Following are some of these entrance types:

a) Public Entrances

(1) Public Entrances (the quantity of which shall be determined during design) should allow for sheltered queuing space in front of turnstiles with generous amount of vertical circulation including elevators, escalators, stairs and ramps to move spectators up to the main public concourse. Vertical circulation should serve all levels whenever possible (allowing for certain controlled uses such as express elevators to the upper decks) and be uniformly located to ease congestion and better support operations.

b) General Admission

c) Club Lounge/Club Seating

d) Ballpark Club

e) Front Office/Lobby

f) Ticket Office/Will Call

g) Player Entry/Visiting Team/Home Team

h) Visiting Team

i) Press/Media/TV

j) Hall of Fame/Gift Shop/Tours

k) Game Day Employees/Concessionaire

l) Picnic/Group Sales

m) Service/Delivery Docks

II. SPECTATOR FACILITIES

A. Spectator Seating

1. General Seating Criteria

a) A total of approximately 41,000 seats for viewing baseball are planned in six general categories:

(1)	Lower Deck Reserved Seating	20,350	seats
(2)	Box Seating	TBD	seats
(3)	Bleacher Seating	4,470	seats
(4)	Club Seating	2,000	seats
(5)	Suite Seating	1,080	seats
(6)	Upper Deck Reserved Seating	13,100	seats

The design will anticipate 2-3 discreet pricing levels in the lower bowl area directly behind the back stop screen. These seating area(s) will include access to a separate dining facility for front rows (300-400 seats) and a separate concourse area for the remaining seats. Also, the design will anticipate 2 pricing levels for lower bowl seating along first and third base lines.

- b) The seating configuration shall maximize the number of reserved seats between the foul poles.
- c) The minimum sightline clearance shall be 2-1/4" above the eye level of the spectator in the preceding row. Sightlines will be to two focal points, defined by the back of batters circle at home plate and the front of the coaches box at first and third base. The first row of seats shall be approximately 6" above the field; riser height shall vary from 6" minimum to 21" maximum. Minimum aisle width with seats on both sides shall be 48".
- d) Galvanized (or other durable finish) steel handrails shall be provided at all vertical aisles, at portals, at the front of all seating sections, and at the back of all seating sections adjacent to concourses.
  - (1) Handrails and guard rails located within the seating bowl shall be designed to limit sightline obstructions. To the extent required, glass railings will be provided to eliminate sightline obstructions caused by handrails and guardrails.
- e) Wheelchair seating areas shall comply with all applicable code requirements and shall be accessible by elevator, as well as by ramp. Specifically designed wheelchair seats shall be included to provide maximum user flexibility and allow use by others when not needed by wheelchair patrons. All levels shall have wheelchair accessible seating. The "Americans with Disabilities Act" currently requires 1% wheelchair seating and 1% companion seating, and design will be consistent with currently applied ADA standards at the completion of contract documents. Also included shall be 1% mobility impaired seating. Electrical outlets shall be provided at appropriate intervals for recharging battery-operated wheelchairs. An FM hearing-assistance system shall be provided.
- f) Seating Bowl Geometry
  - (1) The seating bowl shall be bent towards the infield at a point just beyond the skinned area of the infield to allow for greatest horizontal sightlines to the infield.
  - (2) The seating bowl shall be turned at the corners/foul poles to allow for the greatest horizontal sightlines to the infield.
  - (3) The angle between the first and third base walls will be minimized.
  - (4) The dimension between home plate and the first spectator will be minimized, with a target 45-55'.

- (5) The league minimum distance will be used from first and third base to the first row of seating and foul territory will be limited.

2. Reserved Seating

- a) There will be two types of reserved seating: box seats and individual reserved seats. It is intended that these seats will be provided in both the lower and upper seating decks in prime locations for viewing baseball. All seats in this category will be individual self-rising plastic seats and back pans with arms. Supports shall be cast iron and riser-mounted at all locations except at the end – standards which should include a custom logo. The minimum seat width shall be 19 inches, except that aisle seats may be 18 inches for coursing. The minimum tread depth will be 33 inches. In the box seating sections, the maximum number of seats between aisles will be twelve (12) (or less in order to align aisles) at the lower deck and these shall be grouped in even numbers. Box seating at upper deck shall have 12 and 14 seats between aisles. All seats will be provided with a cupholder.
- b) For the balance of the reserved seats, the maximum between aisles shall be 24 seats and they should be grouped in even numbers where possible.

3. Bleacher Seating

- a) The bleacher seating section shall be located in the outfield area. It is intended that the bleacher seating will be benches with individual seat contour backs. All bleacher seats will be bench type with a back and cupholders. Minimum tread depth shall be 33 inches. In the bleacher section, there will be a maximum of 24 eighteen-inch seats between aisles.

4. Club Seating

- a) The club seating is to be a premium seating area for a premium price. The club seating will include a variety of enhancements. It is intended that the club seating would be a separate and discreet seating level (open air) with direct access and use of an enclosed conditioned concourse/lounge space. The minimum seat width shall be 21 inches with a 36 inch tread. The maximum number of club seats between aisles is to be 14. Each seat would be provided with amenities such as cup holders and a padded seat.

5. Suite Seating

- a) Each suite shall have two rows of seating outside of the suite for a minimum of 12 seats. An enclosed air-conditioned suite behind would have a row of non-fixed seating inside the suite. Access to suite seating would be through the suites. All suite seats shall be padded and have a drink/plate tray. All seats shall be 22 inches wide at a minimum. Tread width shall be a minimum of 48".



**B. Stadium Section**

1. Consideration should be given to the following favored seating section, but alternate seating layouts should be studied including economic alternatives for separate club and suite levels, with respect to the issues regarding ballpark plan and section:
  - a) Lower concourse/seating deck, 35-40 rows maximum, with a view to the playing field from the concourse; separate club seating deck and suite level/concourse, 12-15 rows of club seats max, with a view to the playing field from the concourse; and a separate upper concourse/seating deck, 20-25 rows max.
  - b) Cantilevered seating sections are recognized as a means to achieve the maximum number of seats as close to the playing field as possible with the smallest overall building footprint. Cantilevered seating should not obstruct spectator views to the main video replay or matrix boards. All cantilevers shall be designed to limit deflection and movement from the spectators' perception. Study should be given to the impact of the cantilever to sightlines to average baseball trajectory patterns.
  - c) Cross aisles should be utilized in the seating bowl only if required to achieve a more desirable sectional solution or to create a demarcation to differentiate seat pricing. Upper deck vomitories and cross aisles in instances where spectators enter the seating bowl should be as close to the midpoint as possible.
  - d) The angle of the upper deck shall not be greater than 32 degrees.
  - e) Concourses:
    - (1) Service Level/Entry Level
      - (a) Provide adequate entry areas to move spectators up to the main concourse. Do not mix spectators with service level functions.
    - (2) Main/Lower Level
      - (a) The concourse shall be a non-air-conditioned space allowing access to the lower seating bowl via aisles extending to the front row from the top of the seating bowl. A view of the playing field from a majority of the concourse shall be provided.
      - (b) Concessions, toilets, services and support functions shall be grouped on the outboard side of the concourse.
      - (c) The lower bowl concourse will allow for 360 degree pedestrian and service vehicle circulation around the playing field.
      - (d) Volume/height of the concourse shall be appropriate to the width and number of occupants; ceiling height range 20'-30'.

- (3) Club and Suite Level
  - (a) Provide view of the playing field/main scoreboard from the concourse/club.
  - (b) Concourse shall be able to accommodate large group functions on non-game days, i.e. wedding receptions, parties, etc.
  - (c) Concourse shall be a fully heated and air conditioned space.
- (4) Upper Level
  - (a) Concourse shall be protected, non-air-conditioned space allowing for access to the upper deck via vomitories. Width appropriate to seating capacity.
- (5) Concourse Width
  - (a) Concourse width shall be a minimum of 40' wide at the Lower Bowl and 30' wide at the Upper.
- (6) Concourse Enclosure
  - (a) It is anticipated that the main concourse will be open-air with toilets/concessions on the out-board side which affords views to the field from the concourse. The club and suite concourses will be enclosed and conditioned. The upper concourse will be open-air with toilets/concessions on the in-board side of the concourse and include provisions for shelter from rain.

**C. Public Washrooms**

- 1. Washrooms shall be provided for men and women at every concourse level and they shall be appropriately distributed. The ratio of spectators to fixtures shall be based on a 50% male and 50% female attendance. Fixtures shall be provided based on the following ratios unless superseded by more stringent applicable code requirements:
  - a) Lavatories 1 per 300 men/1 per 200 women
  - b) Water closets 1 per 350 men/1 per 85 women
  - c) Urinals 1 per 125 men
- 2. Fixtures shall be provided based on the following ratios for the club and club suite concourse unless superseded by more stringent applicable code requirements:
  - a) Lavatories 1 per 125 men/1 per 125 women
  - b) Water closets 1 per 250 men/1 per 50 women
  - c) Urinals 1 per 75 men
- 3. Washrooms shall be equipped with accessories that include mirrors (full length at side walls), shelves above lavatories, diaper changing counters and toilet partitions. Soap and paper dispensers will be provided and installed by the

selected vendor. Purse holders in the women's units shall be provided. An attendant closet with service sink, hot and cold water and storage shall be provided for every washroom.

4. All washrooms will be wheelchair-accessible.
5. All washrooms shall be equipped with general lighting and exhaust. Tempered water service only shall be provided for all public washrooms at the main concourse and upper concourse. Hot and cold water service shall be provided at the club and suite levels. Some degree of heating shall be provided to all washrooms for fan comfort during spring and fall games.
6. Each public washroom shall be equipped with the back of house address sound system.
7. Family toilets will be provided to accommodate family use and disabled persons that might require assistance, two on each concourse located near the main entrances and or vertical circulation.

**D. Food Service**

1. Note: All Food Service is subject to modifications based on subsequent food service concessionaire and/or consultant input.

2. Food Service facilities must contain the following:

a) Traditionally, there are many types of spaces associated with concessions and food service operations in a major-league baseball facility.

(1) Concession stands	TBD
(2) Vendor stations	TBD
(Anticipate at least 3 on Main Level and 2 on Upper Level)	
(3) Central commissary and prep kitchen	30,000 SF
(4) Suite and club level kitchen	5,000 SF
(5) Ballpark Club Restaurant	10,000 SF
(6) Club lounges	20,000 SF
(7) Fan picnic area	15,000 SF
(8) Press Lounge Food Service	1,500 SF
(9) Family area	TBD SF
(10) Suite pantries	TBD
(11) Dining and lounge for Home Plate seating area	10,000 SF

b) All appropriate finishes, millwork, television monitors, menu boards, mechanical, electrical, and life-safety systems be provided to and within the concession spaces under the base contract for construction. All food service equipment will be supplied and installed and connected by the base construction contract, including club restaurant furnishings, kitchen worktables and racks, etc. The concessionaire will be responsible for other equipment such as smallwares, linens, glasses, plates and typical food serving loose items.

(1) Concession Stand

TBD SF

- (a) Concessions stands shall be built and located at all concourse levels and appropriately distributed. Space, not less than one serving station of approximately 5 linear feet, shall be provided for each 200 spectators. All concession stands shall consist of three perimeter walls, and a serving wall. The front service wall shall be secured by an overhead coiling door. The actual size, character and location of the stand shall be determined through the ballpark design process.
- (b) In addition to the general concession stands, consideration should be given to grills, pizza ovens, etc. Exhaust hoods should be provided 60% of all concession stands.
- (c) Approximately 20 portable concession stands shall be accommodated with proper power, potable water and waste considerations.
- (d) The inclusion of privately run or franchised, branded food outlets may be part of the food service program and should be considered.

(2) Vendors Stations

TBD SF

- (a) These facilities for food handling and storage shall be located on all concourse levels. The commissary shall be designed to provide service based on one vendor per 100 spectators and a minimum of 20 square feet per vendor. The actual location of the commissaries will be determined during the ballpark design process.

(3) Central Commissary

30,000 SF

- (a) Located on a non-public service level, the central commissary contains support functions for the "public" concession areas. In addition to accommodating office and accounting activities the commissary allows the concessionaire to receive, store, and prepare products in a central kitchen in an efficient and cost-effective manner. This area also includes male and female locker facilities including uniform laundry/check-in, dressing rooms, showers and toilets (see notes above), employee lounge, central CO2 room, central beer distribution walk-ins, souvenir storage, and specialty storage. Included in this area is to be laundry facilities (For Food Service only).

(4) Suite and Club Level Kitchen 5,000 SF

(a) This kitchen serving the catering and food service functions for the suite and club level areas will be defined separately from the central commissary and may in fact be operated by a separate vendor from the general concessions contract.

(5) Ballpark Club Restaurant 10,000 SF

(a) A Ballpark Club with the capacity and kitchen space necessary to seat and service approximately 500\* patrons with a view of the playing field. 200 patrons are to be accommodated in the restaurant and 300 in the lounge. Elevator access will be provided to the facility as part of the construction. There is a possibility that this facility could be operated on a year-round basis and should have the ability to be accessed from public street level lobby. Adjacent ball park spaces shall not be accessible on non game days. Also included in the Ballpark Club will be a club bar, coat storage, general storage, hostess/receiving station, toilet facilities, and other related spaces. The ballpark club restaurant will have a level of finishes similar to those at recent comparable ballparks.

(6) Club Lounges 20,000 SF

(a) These spaces will be associated with and adjacent to the club seating. The club lounge areas are to have level of finish similar to recent comparable facilities.

(b) Food and beverage service would be enhanced and may consist of sit-down service at tables with food delivered by staff for special ordering, no vendors.

(7) Fan Picnic Area/Group Pre-Game Space 15,000 SF

(a) Outdoor picnic area, adjacent to the bullpens or outfield area, with kitchen facilities necessary to provide food and beverages for approximately 500 to 2,000 picnickers, divisible into smaller units for group sales and sponsor purposes. Construction will include concession facilities and appropriate fencing and/or screening to segregate the picnic area itself from other areas of the ballpark. The picnic area is to have a view of the field. Use is to be from two hours before the game to the second inning.

- (8) Press Lounge Food Service 1,500 SF
- (a) Dining area and kitchen space necessary to seat and properly service approximately up to 80 members of the press at one time on event days. Kitchen space will include Food Service equipment and serving. Area will be adjacent to the press box.
- (9) Family Area 10,000 SF
- (a) Segregated area of the ballpark reserved for family seating. Area restricts certain activities while providing food amenities and facilities appropriate to young children and their parents. It will include a specialty concession stand with a children's menu and an outdoor seating/dining area. The dining area should be fenced from the concourse area.
- (10) Kids Training Area 12,000 SF
- Dedicated area at the main concourse level for "FUN"dementals" during games and for specialized training at non-game times.
- (11) Suite Pantries TBD SF
- (a) Two holding areas will be provided on the club / suite level to service the suites. These may be reduced or increased depending on the number of suites being served.
- (12) Dining and Lounge for Home Plate Seating 10,000 SF
- (a) This lounge area, inclusive of a prep kitchen, will serve the Home Plate seating area.

**E. Souvenirs**

1. Souvenir Stands 1,000 SF
- (a) Four permanent novelty stands shall be provided. Two on the main concourse and two on the upper concourse. The novelty stores shall be a minimum of 300-500 square feet each.
2. Merchandise Store 5,000 SF
- (a) A permanent merchandise store is anticipated to sell baseball merchandise. This would be configured to allow access from within the ballpark during games and off-game use by the public.
- (b) A high end merchandise store at the club level is anticipated to sell baseball merchandise on the club level during game functions

- (c) A merchandise store catered to kids is anticipated to sell baseball merchandise. This would configure to allow off game use by the public. Store will be smaller than the main merchandise store.

2. Naming Right Retail Store 3,000 SF

- (a) A dedicated retail store will be located near the main entrance for use by the naming rights partner. This will be provided as shell space with service of all major building systems provided to the space. The space will be located and configured to allow access from within the ballpark during games and off-game use by the public.

F. Suites

1. Private Suites 30,000 SF

- (a) Approximately 66 private suites of various sizes with high-quality furnishings and finishes, each accommodating a minimum of 12 exterior seats. Finishes to include 24 oz. carpet, painted drywall, 2 x 2 acoustical lay-in ceiling, wood veneer millwork and stone countertops. The suites shall be as close to the playing field as practical without compromising club or lower deck seating areas. Access, egress, washroom and concession services to these suites (and to the club seating areas) shall be separated from the other parts of the ballpark. Refrigerator, ice maker, chafing dishes, plasma TV, computer connectivity, bar sinks, cabinets, capacity for individually-controlled mechanical units, electrical panel board capacity, television cable and ballpark audio system provisions shall be provided. Exterior seating to be padded with a drink/plate tray
- (b) Toilets are required in individual suites only if concourse is shared with club level patrons.
- (c) During the design phase, field level suites should be considered.

2. Party Suites 4,800 SF

- (a) Six 24-person party suites shall be provided. These facilities shall be fully equipped, furnished and outfitted in a comparable manner to the ballpark suites. These suites shall have the capability of being divisible into twelve persons.

3. Owners Suites 1,600 SF

- (a) Two 20-person suites are to be provided at the general suite level or other area acceptable to the Owner for the use of the team owner and District government. Also required are three small suites at the Press Level for use by Baseball Operations, Marketing and Administration.

4. Suite Office 300 SF

- (a) A finished, furnished office shall be provided at the suite level for administration of suite-level functions.

5. Miscellaneous Suite Spaces

- (a) If suites are located on a private concourse, toilet areas shall be provided outside of the individual suites. If suites are located on a shared concourse with the club level patrons, toilets shall be provided within each suite. Other support spaces shall be provided.

G. Ticket Windows

1. A total of 15 ticket windows at the ticket office
2. In addition, 4 ticket windows at each of 4 remote locations. (16 total)
3. Climate-controlled secured ticket windows for event ticket sales shall be provided for the baseball events. Handrails for crowd control (queuing) shall be provided.
4. Ticket window spaces shall include work areas, counters, cash drawers, changeable letter panels, heating, cooling, lighting and electrical outlets. Toilet facilities for sale personnel shall be convenient to the window spaces.
5. Bullet-resistant window assemblies with audio system and LED reader boards for buyer/seller transactions shall be provided.
6. There shall also be windows for advance ticket sales. Two outside and two inside are to be provided. Advance sales windows shall be conveniently located, accessible from within the ballpark and adjacent to the ticket office on the main concourse. The second inside advance sales window shall be on the upper concourse.
7. Remote ticket windows shall be provided at the appropriate entrance locations.

H. Miscellaneous

1. Cash Stations (ATM) 100 SF each
  - (a) Space for eight (8) machines inside the park for use during games. Four (4) shall be provided on the main concourse and four (4) on the upper concourse. 1-2 at Club Lounge. Need 2 electrical outlets and two telephone lines to each ATM.
  - (b) Space for two (2) machines outside the park.
2. Arcade/Games of Skill 2,000 SF
  - (a) Space located off of the concourses that would feature an autograph booth, pitching machine, batting cage, photo booths and computer trivia games.
3. Promotion Storage 100 SF each
  - (a) Lockable, secure storage room for day-of-game promotional material shall be provided at each point of distribution.



4. First Aid 800 SF
  - (a) Facilities for emergency assistance shall contain office spaces for a physician and a nurse, examining area with a sink, cot room to accommodate patients, waiting room, toilet and storage rooms, medical equipment and supplies are not included. Facilities shall be at both the main concourse and the upper concourse areas. Access to ambulance parking shall be provided.
5. Fan Accommodations 200 SF
  - (a) Fan accommodation office shall be located on the main and upper concourse and shall provide information and general assistance to spectators. Appropriate counter, casework, and pull-down shutter shall be provided.
6. Hall of Fame/Museum 4,000 to 6,000 SF
  - (a) Space shall be designated for baseball displays within the ballpark adjacent to the merchandise store. This space shall be on the main concourse and shall be an enclosed space. The Hall of Fame/Museum shall be accessible during games from the interior of the Ballpark and from the street during off-game times. The Hall of Fame shall include provisions for a 500 seat theater designed for multi-media presentations. An allowance of \$750,000 will be included to be included to finish and equip the Hall of Fame Museum.

I. Building Components

1. Public Facilities
  - a) Public Telephone
    - (1) Space and conduit for adequate public telephones shall be provided at all concourse levels, for a total of no more than 25 phones.
  - b) Turnstiles
    - (1) Registering turnstile and space for ticket takers shall be provided. One turnstile for each 1,500 seats shall be provided. Turnstiles shall be covered for protection from precipitation. Railings for crowd control shall be provided. Storage space for checking or confiscation of items not permitted in the ballpark shall be provided. An exit turnstile shall be provided at each major entrance. Wheelchair access is to be provided at each turnstile area. Turnstiles shall be equipped and wired to accept bar code tickets with a wireless system to track tickets.
  - c) Drinking Fountains
    - (1) Frost-proof, non-refrigerated drinking fountains shall be provided at the main concourse level and the upper concourse level.

Refrigerated drinking fountains shall be provided for the team locker rooms, press and administration areas, as well as the suite and club level.

d) Elevators

- (1) Elevators (freight and passenger) shall serve all levels of the ballpark. The freight elevators shall be approximately 8'-4" x 12'-0", (one 15,000 lb capacity and one 10,000 lb capacity) capacity, and 75 FPM speed. Passenger elevators shall be approximately 5'-4" x 8'-5", 4,500-pound capacity, and 350 FPM. Larger cab sizes will be considered during design.
- (2) Elevators shall be provided at all public and service entrances. The following breakdown is for intent only. The final configuration of the ball park will determine the location and quantity of elevators.
  - (a) Two freight elevators to all levels.
  - (b) Two passenger/service elevators to all ballpark levels and the press box from service level entrance.
  - (c) Four passenger elevators to suite/club levels from main concourse for suite/club spectators.
  - (d) One passenger elevator within the ballpark club for access to the two ballpark club levels, as required.
  - (e) Two passenger elevators from the team's offices, lobby and clubhouse.

e) Escalators

- (1) It is anticipated that escalator access will be provided to the main concourse from the street level at major entrance points, to the club level, to the suite level and upper concourse level.

f) Lighting

- (1) Adequate, general illumination shall be provided throughout the ballpark for concourses, stairs, portals, etc. Ballpark clean-up lighting separate from field lighting shall be provided.
- (2) Architectural accent lighting shall be provided to enhance the building, interior and exterior, as well as the exterior circulation spaces. Emergency power and lighting shall be provided per building code requirements.

g) Graphics

- (1) A complete coordinated graphics and signage program shall be included for the entire ballpark complex. The program shall be coordinated with the advertising program within the

ballpark. The signs listed below, but not limited to, shall be provided.

- (a) Identification of ballpark entrances, including ticket booths, turnstiles, and special entrances.
  - (b) Signs within the ballpark to indicate concourse levels, seating sections, aisles, rows and seat numbers.
  - (c) Identification of washrooms, first aid, security, exits and other public facilities.
  - (d) Identification of concession facilities shall be coordinated with total graphics program.
  - (e) Site signs which are included in the site requirements.
  - (f) Ballpark directories.
  - (g) Facility identification sign.
  - (h) Message board.
- h) Advertising Program
- (1) A complete, coordinated advertising program shall be provided for the ballpark. All advertising, both interior and exterior will be designed integrally so that it does not appear "applied afterwards".
    - (a) Scoreboard: Consistent with advertising at other major league ballparks.
    - (b) Exterior Ballpark.
    - (c) Interior Ballpark.
    - (d) Concourse: Backlit panels.
    - (e) Rest rooms.
- i) Vertical Circulation
- (1) Vertical circulation is to be by means of two ramps (minimum), stairs, elevators, and escalators. See note at Site Requirements D.2.A

2. Press Box Facilities

- a) A press box accommodating the print and electronic media is to be provided and will be located in the proper location for baseball play and is to be complete and finished.
- b) The various press box facilities shall be provided with appropriate HVAC systems, lighting systems, electrical systems, television systems and monitors and sound systems. Moveable glazing will be required on the field side.

- c) Open-tray conduit in accordance with local electrical codes for all TV cables shall be pre-wired from all TV camera and broadcasting booth locations to TV truck parking locations. It is the intent that a wire management program be developed. Any costs associated with pre-installed cabling and hook-ups to be by user broadcasters.
- d) The following areas shall be included at the press box:
- (1) Working Press 2,500 SF
    - (a) Stations for approximately 100 writers shall be provided. (An additional 75 writers are to be accommodated within the press box for post season play.) This area shall contain built-in writing counters, electrical outlets, telephone outlets, sound system, and closed circuit television. Coat rack, chairs and book lockers for writers will be provided.
    - (b) Note: seating for 600 is required for World Series
  - (2) TV Broadcasting 3 @ 300 SF = 900 SF
    - (a) TV broadcasting booths with built-in counters, electrical outlets, telephone outlets and special acoustical treatment on walls and ceilings. Three TV broadcast booths are anticipated and shall be sized to accommodate a full size TV camera location.
  - (3) Radio Broadcasting 5 @ 200 SF = 1000 SF
    - (a) Broadcasting booths with built-in counters, electrical outlets, and special acoustical treatment on walls and ceiling. Three radio broadcast booths are anticipated.
  - (4) Camera 200 SF
    - (a) Spaces for press and team photographers shall be part of the working press space.
  - (5) Public Relations Workroom 800 SF
    - (a) A workroom adjacent to the working press shall be provided for statistician's document reproduction and telecopy equipment. Appropriate counters, work tables, casework and fixtures shall be provided.
  - (6) Media Workroom 1,000 SF
    - (a) Spaces for press adjacent to press box to accommodate 75 writers; equipped with monitors and press box PA.

- (7) Toilets 300 SF
    - (a) Separate toilet facilities (men and women) for the press and broadcasters shall be provided.
  - (8) Sound Control Room 300 SF
    - (a) A room adjacent to scoreboard operators room for sound control/mixing. Room(s) for sound amplification equipment will be sized and located as required to support the ballpark distributed sound system.
  - (9) Miscellaneous Spaces
    - (a) Scoreboard Operator 1,200 SF
      - (i) All wiring, control panels, and other equipment required for operation of the scoreboard equipment and other similar boards shall be provided as a part of this project by the scoreboard manufacturer. An oversized countertop will be provided.
      - (ii) Also need approximately 500 SF for archive tape storage.
    - (b) Public Address 200 SF
      - (i) This area shall include, within the working press area, spaces for announcer, the public address engineer, assistants, and public address equipment. The spaces shall contain built-in counters and all controls and miscellaneous equipment required for the public address system serving the entire ballpark.
    - (c) Auxiliary Press TBD SF
      - (i) Provide pre-wired (power, phone and audio) space within the seating bowl and or press area to accommodate post season expansion of the press box.
    - (d) Organist 90 SF
      - (i) An organist booth shall be provided. The room shall be completely furnished and equipped and ready for use.
3. Press Support
- a) The following areas shall be provided at appropriate locations outside

the press box, within the facility.

- (1) Darkroom/Photographers Workroom 150 SF
- (a) Located at field level, four darkrooms are to be provided with rough-in electrical and plumbing. Additional equipment shall be provided by others.

- (2) Player Interview/Media Room 1,000 SF
- (a) Spaces for interview and TV broadcasts shall be provided at field level adjacent to home and visiting clubhouses. These rooms shall be accessible by TV cable tray, and electrical requirements shall be provided and accommodate 200 people.

- (3) Camera Platforms/Locations 100 SF each

Ballpark to be prewired for broadcast needs with HDTV Capabilities throughout to meet the needs of MLB, Fox, ESPN and any other TV broadcasters.

- (a) Camera locations and a number of cameras/location shall include but not be limited to:
- (i) High Home - 3.
  - (ii) High Third - 3.
  - (iii) High First - 3
  - (iv) Centerfield - 4.
  - (v) Low Third - 4.
  - (vi) Low First - 4.
  - (vii) Left Field - 2.
  - (viii) Behind home plate with 10, wide space to move between right and left handed batters -1.
  - (ix) Home plate side of each dugout - 2.
- (b) Post season camera locations shall be pre-wired for audio and video connections as follows:
- (i) Down the Line @ Home Plate.
  - (ii) Down the Line @ the Foul Pole.
- (c) Provide audio and video connections at 12 locations throughout the ball park for specialty use by local TV/network broadcast.
- (d) Provide 3 - point of view remote locations for signature shots of the ball park.
- (e) Video Coaching cameras shall be located at the outside

dugout camera locations and at centerfield, and will include video connections to the video coach's center.

- (f) Provide an MATV system to serve the ballpark including cable TV and in-house signals.

(4) TV Truck Parking 5 Trucks

(a) Parking for TV trucks (semi) shall be provided within and/or adjacent to the ballpark. Adjacent electrical and telephone terminal cabinets and cable tray access shall be provided. The TV networks shall be consulted. Secure exterior pedestrian access shall be provided.

(b) Space shall be provided immediately adjacent to the TV trucks and include meeting/lounge area for 25 people, restrooms and limited food service.

(5) Local/Regional Media TV Parking 2,500 to 5,000 SF

(a) Parking for regional media trucks shall be provided at the ballpark. Adjacent electrical and telephone terminal cabinets and cable tray access shall be provided. Audio and video tie-ins for local TV shall be provided eliminating the need for local media trucks.

4. Administrative Facilities

a) Offices for team management 40,000 SF

(1) Finished administrative offices for administration activities, with appropriate electrical, plumbing and toilets, heating and air conditioning. Finishes to include 24 oz. carpeting, rubber base, painted drywall, 2 x 4 acoustical lay-in ceiling tile with 2 x 4 fluorescent light fixtures. Office area should be fully finished and equipped similar to other recent ballparks including upgrades in select areas including lobbies, conference rooms, executive offices, etc.

(2) Direct access to the home team clubhouse/service level shall be accommodated.

5. Clubhouse, Locker Rooms, and Related Facilities

a) All team facilities shall be located at the field level and have direct access to the playing field. Clubhouses and locker rooms shall be complete including heating, air conditioning, finished walls, floors and ceilings, millwork, casework, furniture, telephone service, TV Monitors, PA System, plumbing and lighting.

**Washington D.C. Major League Baseball Park  
Program Requirements**

**Exhibit D**

(1)	<b>Home Baseball Clubhouse</b>	<b>20,000 SF</b>
	(a) Locker Room (50 cubicles)	3,200 SF
	(b) Shower and Toilet Room	1,150 SF
	(c) Training Room	1,200 SF
	(d) Coach's Locker Room	800 SF
	(e) Equipment Storage	1,000 SF
	(f) Laundry	300 SF
	(g) Manager's Office and Locker Room	300 SF
	(h) Trunk Storage	500 SF
	(i) Video Coaching	400SF
	(j) Exercise Room/Weight Room	2,500 SF
	(k) Player Lounge/Buffer Area	300 SF
	(l) Food Prep/Storage	500 SF
	(m) Hydrotherapy	1,000 SF
	(n) Spa	600 SF
	(o) X-ray Room	300 SF
	(p) Equipment Office	200 SF
	(q) Trainer Storage	500 SF
	(r) Road Trunk Storage	500 SF
	(s) Rehabilitation Room	1,000 SF
	(t) Trainer's Office	400 SF
	(u) Doctor's Office	200 SF
	(v) Staff Locker Room	350 SF
	(w) Meeting Room	500 SF
	(x) Quiet Room	100 SF
	(y) Conditioning Coach	150 SF
	(z) Coaches Meeting Room	200 SF
	(aa) Clubhouse Manager	250 SF
	(2) Visitors Clubhouse	10,000 SF±
	(a) Locker Room (50 cubicles minimum)	2,000 SF
	(b) Shower and Toilet Room	800 SF
	(c) Training Room	400 SF
	(d) Coach's Locker Room	300 SF



**Washington D.C. Major League Baseball Park  
Program Requirements**

**Exhibit D**

- (e) Player Lounge/Buffer Area 300 SF
- (f) Food Prep/Storage 500 SF
- (g) Equipment Storage 500 SF
- (h) Laundry 200 SF
- (i) Manager's Office and Locker Room 200 SF
- (j) Office Clubhouse Manager 200 SF
- (k) Meeting Room 300 SF
- (l) Player Lounge 250 SF
- (m) Video Room 150 SF
- (n) General Storage 500 SF
- (o) Exercise/weight training 1,500 SF
  
- (3) Auxiliary Locker Room, 2 @ 2,000 SF± ea.
  - (a) Locker Room (30 cubicles) 1,000 SF
  - (b) Shower and Toilet Room 600 SF
  - (c) Training Room 400 SF
  - (d) Coach's Locker Room 400 SF
  - (e) Equipment Storage 200 SF
  
- (4) Umpires Locker Room 1,000 SF
  - (a) A fully finished, furnished and equipped locker room shall be provided for game day umpires.
    - (i) Locker room including 7 lockers at 50"wide minimum
    - (ii) Shower and toilet room.
    - (iii) Seating area with table and chairs.
  
- (5) Internal Batting and Pitching Tunnels 5,400 SF
  - (a) Home Team  
A Fully equipped and operational internal batting tunnel at the service level with private access from the home baseball locker and dugout shall be provided. Tunnels shall be sized to accommodate two batters or two pitchers for the home team

- (b) Visitors  
One combination batting and pitching tunnel should be provided adjacent to the Visitors Clubhouse.
  - (6) Family Waiting Room(s) 1,200 SF ea.
    - (a) Provide two finished and furnished lounges for Home and Visiting Team family members. Spaces shall include toilet facilities, furniture and limited food service.
  - (7) Interview Room (2) 2,000 SF ea.
    - (a) See Item 3.a).(2).
  - (8) Bat Boy Room 250 SF ea.
    - (a) Furnished locker/dressing room facilities for both home and visiting teams with direct access to the field through the team clubhouse facilities.
6. Ballpark Service Facilities
- a) The ballpark service facilities shall be located within the ballpark, as appropriate. Access by service vehicles shall be provided to all facilities including the freight elevators.
    - (1) Security 2,000 SF
      - (a) Provide office facilities for the permanent ballpark security force as well as a command post for the game day security force. This space shall be equipped with two small temporary detention rooms and a toilet room. Space for the command post, emergency medical assistance centers, customer assistance center. Provide for internal security camera observation and monitoring. Provide a fully functional color CCTV system and inside positions, digitally based tied back to central control room and 24 hour security desk. Approximately 70 CCTV required locations to be determined.
      - (b) Provide security access system to central control point.
      - (c) Provide bowl surveillance system and separate enclosed ballpark monitoring location near center field location.
    - (2) Ballpark Personnel 4,000 SF

- (a) Adequate toilet, dressing areas, showers, necessary furnishings, lockers, and uniform storage facilities for male and female ballpark employees such as ushers, guards and ticket sellers. Provide for 400 lockers. Provide an area for uniform distribution and a supervisor's office.
  - (b) Provide break rooms at each level for ballpark personnel during the event.
  - (c) Provide space for game day personnel including meeting and preparation areas for game day staff (i.e. ushers, ticket takers and attendants, etc.)
  - (d) Need separate check-in area for game day staff including counter, time clocks and waiting area.
- (3) Ballpark Maintenance 5,000 SF
- (a) Maintenance shop facilities for electricians, plumbers and carpenters, for the general maintenance of the ballpark. HVAC, electrical and plumbing to be included. Included within this area shall be a fenced, secured area for storage of ballpark cleaning supplies.
- (4) Maintenance Locker 600 SF
- (a) Lockers and benches for employees and toilet/shower facilities for ballpark maintenance personnel. Provide 20 lockers for maintenance personnel.
- (5) Groundskeeper Lockers 1,000 SF
- (a) Lockers and toilet/shower facilities for grounds keeping personnel. Ten lockers are required. A groundskeeper lounge shall be provided adjacent to locker area.
- (6) Groundskeeper Storage 3,000 SF
- (a) Provide for storage of equipment and bins for materials required for maintenance of the playing field. General lighting and security fence shall be provided. Within the storage area, a security tool storage room and secure equipment storage room shall be provided.
- (7) Groundskeeper Office 300 SF
- (a) Offices for field maintenance supervisor and groundskeeper with adjacent toilets and locker facilities

shall be provided. These spaces shall be enclosed, finished, heated, air conditioned, and lighted.

(8) Loading Dock 5,000 SF

- (a) Three active truck docks with automatic dock levelers, dock locks, dock seals and electrically-operated overhead doors shall be provided at the entrance to the service facilities. One additional parking bay with overhead door shall be provided. The docks shall be adjacent to the concession facilities and partially covered and equipped with dock seals. The freight elevator and pedestrian ramps will be available for use by maintenance personnel as well as the concessionaire.

(9) Trash Compactor/Trash Container 500 SF

- (a) Two mechanical, self-loading trash compactors permanently located at the exterior service level, for processing refuse shall be provided. Connection to trash chutes shall be accommodated, as well as a ground level dump station. Containers shall be provided by others.

(10) Miscellaneous Equipment 27,800 SF

- (a) Space for mechanical, electrical, plumbing, sound, scoreboard, and telephone equipment shall be provided, as required, throughout the ballpark. Hose bibs and electrical outlets for cleaning ballpark seating and all concourses shall be included, spaced at appropriate intervals to facilitate the ease of maintenance of the ballpark. All permanently enclosed spaces shall be weatherproofed. Fire protection equipment such as sprinklers, standpipes, etc., shall be provided as required by applicable building and safety codes.

(11) Tenant Warehouse 10,000 SF

- (a) Space available for general storage or future expansion of other facilities. General lighting and bulk storage shelving and facilities shall be provided. A Reception/control counter shall be provided.

(12) Mascot/Ball Girls 500 SF

- (a) Furnished male and female locker/dressing rooms with direct field access through the home plate tunnel. Shower/toilet facilities included.

- (13) Miscellaneous Lockers 1,000 SF
  - (a) Locker and dressing space for ballpark personnel related to game events support (janitors, etc.) including shower/toilet facilities. Direct access to employees' entrance. Provide 12 to 20 lockers for game event support.
- (14) Paint Room 200 SF
  - (a) Room with proper ventilation and construction appropriate for storage and application of paint for various ballpark elements. Located within ballpark maintenance facilities.
- (15) Trash Chutes 150 SF per level
  - (a) Two full height trash chutes connecting all levels of the ballpark with service level, with direct access from the public concourse.
- (16) Service Tunnel TBD SF
  - (a) Provide 360° vehicle circulation at the Service Level. Tunnel width and height should accommodate player buses and large straight trucks through-out. The tunnel shall also have access to minimum of two ramps for the concessionaire's and building operation's use.
- (17) Sweeper Service Areas TBD SF
  - (a) Two sweeper service areas shall be incorporated to permit quick clean-out and refill of sweeper. Trench drain and appropriate water service shall be supplied.
- (18) Seating Area Cleaning Accommodations TBD SF
  - (a) To facilitate the power washing of the seating areas, water and electrical supply shall be provided.
- (19) Parking Management Office 1,500 SF
  - (a) Office space shall be provided for the Parking Management firm. Included in this space shall be a lounge for parking attendants.
- (20) Flammable Storage SF
  - (a) Fuel storage for building/grounds/field management equipment.

7. Playing Field Facilities

a) Playing Field

- (1) A natural, turf-playing surface shall be provided with a sub-

drainage and irrigation system.

- (2) The baseball playing field area shall be designed for 325-340 feet at right and left field foul lines, 370-390 at the power alleys, 400-415 feet at center field and 45-55 feet behind home plate. A warning track surrounding the entire playing field 20'-0" wide in the outfield from foul pole to foul pole and 15'-0" wide in the infield shall be provided. Electrical power and PA capabilities are required behind the pitcher's mound.

b) Pitchers Bull Pens

- (1) Separate warm-up bull pens for home and visiting teams shall be provided in the right field and left field outfield area. Toilets and drinking fountains and covered players benches shall be provided at both bull pens. Phones to dugouts and radiant heat shall be provided.
- (2) Bull pens shall be located to promote views from the respective team dugouts and the seating bowl.

c) Baseball Equipment

- (1) Foul ball poles, batter's eye, backstop and foul ball return net, wall pads shall be provided.

d) Covered Dugouts

- (1) Covered dugouts with direct access to the team locker rooms shall be provided for home and visiting baseball teams. Each dugout shall include cushioned bench seating, bat and helmet racks, toilet, interior bat swing area, and adjacent storage. Heating shall be provided at each team dugout.

e) Field Entrances

- (1) Gates shall provide access to the playing field from the ballpark exterior. One entrance shall be provided, adequate for large trucks with minimum 16'-high clearance. The openings shall include two overhead doors. A pedestrian door shall be provided adjacent to each ballpark entrance.

f) Field Lighting

- (1) A metal halide lighting system providing adequate illumination for television coverage shall be provided. As required by MLB.

g) Field Photo/TV Area

- (1) A covered, protected area for the photographers, TV cameras, and support personnel shall be designed and installed to meet MLB standards.

h) Scoreboard

- (1) The scoreboard system shall be a complete, electrically-operated, remote-controlled, illuminated scoreboard system with instant replay capability. The scoreboard system includes all remote control equipment located in the Press Box, control wiring conduit from the Press Box to scoreboards, the scoreboards and supporting structures.
- (2) Provide a clear and unobstructed view of the scoreboard video screen and matrix board from all seats between the foul poles. Place the scoreboard to maximize view from as many outfield seats as possible.
- (3) Out of Town Scoreboard shall be in play.
- (4) LED ribbon boards (48" height depending on sight line clearances) should be installed at the front of the upper deck along the majority of the first and third base lines for use as the auxiliary scoreboard and advertising.
- (5) Rotating Ad Signage behind home plate.

8. System Management

- a) Strong consideration will be given to the principal tenant's needs and preferences with respect to the selection and location of all mechanical, electrical, plumbing, sound, telephone, closed circuit television, water protection, floor and wall covering systems and refuge removal systems. Maintenance and operating efficiency of these systems will be given top priority. Their locations within the ballpark should provide ease of access and an unobtrusive appearance to the principal tenant and the fan. All applicable building, fire and accessibility codes or granted variances therefore will be adhered to in all design programs. Maintenance tracking software to be provided with building management system.

All operating systems shall utilize state of the art, commercially reasonable technology to ensure the highest level of performance and operating efficiencies, including but not limited to the distributed sound system, video replay & broadcasting, point of sale, data & telecommunications, security & CCTV, building management systems, food service equipment, etc.

9. Regulatory Requirement

- a) All design elements subject to the applicable rules and regulations of Major League Baseball, applicable federal, state and local regulations or granted variances.

10. Additional Scope Items

- a) The following items are included as part of the ballpark requirements.
- (1) Maintenance equipment (carts, tractors, wagons, tools, trash

- carts, etc.)
- (2) Free-standing trash receptacles or similar maintenance articles.
  - (3) Portable or free-standing novelty booths and/or display articles.
  - (4) Telephone system, including incoming service, raceways & conduit, telephone/data cabling and fiber optic backbone and telephone switch and handsets.
  - (5) Game equipment such as portable batting screens, field batting cage, tarps, etc.
  - (6) All FF&E required for the Team Offices, Club Lounges, Ballpark Club Restaurant, Team Areas, and Press Boxes will be provided. Exclusions from this requirement be:
    - a. Artwork and banners
    - b. Sponsorship zones and signage
    - c. ATMs and other third-party service equipment items (except concessions and foodservice, which are included as noted above).



Exhibit E

Rent Schedule

<u>March 1 – February 28/29</u>	<u>Rent*</u>
Year 1	\$3,500,000
Year 2	\$3,750,000
Year 3	\$4,000,000
Year 4	\$4,500,000
Year 5	\$5,000,000
Year 6	\$5,500,000
Years 7 through Lease expiry	\$10,000 less than 102% of prior year's rent **

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\* In addition to the rent amounts listed, Commission shall receive as additional rent each year one dollar for each full price equivalent Major League Baseball game ticket sold during such year in excess of 2.5 million full price equivalent tickets. As an illustration, the sale of three tickets at discounts from face price of 50%, 30% and 20%, respectively, shall count as the sale of two full price equivalent tickets. The Commission shall have the right upon reasonable prior notice to inspect the Team's records to verify compliance with the provision for additional rent.

\*\* Provided that rent shall not increase in any year if the attendance in the immediately prior year was less than the Major League Baseball three-year median attendance for all Major League Baseball clubs.

**Exhibit F**

**RFK Improvements**

**Introduction**

RFK Stadium, constructed in 1961, is currently home to the MLS's D.C. United and each year typically hosts several large concerts and international soccer games. RFK Stadium seats approximately 52,000 for soccer, 45,000 for baseball, and between 52,000 and 65,000 for concerts.

RFK Stadium previously served as home to the MLB Washington Senators. The stadium was built for baseball and much of that infrastructure remains today. No significant changes in the Stadium's structure or major building systems are planned. However, in order to prepare RFK Stadium for the return of an MLB team, the Commission developed a list of necessary restorations and upgrades to existing stadium facilities ("MLB Projects") based on expected MLB requirements, RFK Stadium systems functionality, media requirements, and fan experience. The MLB Projects represent the Commission's current assessment of the projects that can be completed within the existing budget and schedule. The MLB Projects will include:

- Restoration of the baseball playing field, dugouts and bullpens
- Seating bowl reconfiguration
- Locker room and other team area improvements
- Broadcast and other media area improvements
- Other improvements (to be determined)

It is anticipated that this program will be refined. Current program requirements are outlined below and categorized as requirements driven by:

- MLB Game Requirements
- Media
- Team Preferences
- Fan Amenities
- Maintenance and System Upgrades

It is anticipated that the total project budget will be \$13 million, inclusive of hard and soft costs of construction, to include professional fees for program management, design and construction, as well as permitting, testing, inspections and other project related costs.

**I. MLB Game Requirements**

**A. Clubhouse**

1. General Refurbishment
2. Family Waiting Area
3. Home / Visiting Laundry
4. Training Area
5. Internal Batting Cages

**B. Field Equipment**

1. Batting Cage (2)
2. Foul Poles (2)
3. Removable Mound (1)

4. Tarps (1)

5. Batter's Eye (1)

**C. Playing Field**

1. Backstop Net (1)

2. Bull Pens (2)

3. Field Wall & Padding 500 LF

4. New & Renovated Dugouts (2)

5. Field -- Regrade, Irrigation

6. Sports Lighting

7. Seating Bowl

**D. Team Administrative Offices**

1. Fit out or adjacent modular structures. 10,000 SF

**II. MEDIA**

**A. Press Box**

1. Broadcast Booths

2. Support Spaces

3. Writing Press

**B. Seating Bowl**

1. Camera Positions (4)

2. Cabling

**III. TEAM PREFERENCES**

Scope to be determined.

**IV. FAN AMENITIES**

Scope to be determined.

**V. MAINTENANCE AND SYSTEM UPGRADES**

Scope to be determined.

## GUARANTY AGREEMENT

Reference is made to that certain Baseball Stadium Agreement, dated as of September 29, 2004 ("Baseball Stadium Agreement") among Baseball Expos, L.P. (the "Team"), the District of Columbia Sports and Entertainment Commission (the "Commission"), and the Government of the District of Columbia (the "District Government"). Capitalized terms used but not defined in this Guaranty Agreement shall have the meanings given to them in the Baseball Stadium Agreement.

The undersigned, Office of the Commissioner of Baseball ("MLB"), acknowledging and agreeing that it will benefit from the Baseball Stadium Agreement, and intending to be legally bound, agrees as follows:

**Section 1. Indemnity.** MLB agrees to indemnify, defend and hold harmless the Commission, the District Government and their officials (including Commission board members), employees and agents (collectively, "Indemnitees") from and against all costs, damages, claims, and other liabilities suffered or incurred by the Indemnitees, including but not limited to expenditures by the Commission and the District Government undertaken for RFK Improvements as defined in the Baseball Stadium Agreement, arising out of any actual or threatened legal proceedings that: (i) contest the right or authority of the Team or MLB to relocate the Team's Major League Baseball franchise out of Montreal, including, without limitation, *BMO Nesbitt Burns Inc. et al v. Loria et al (S.D. Fl.)*, or (ii) otherwise challenge or seek to limit or prevent: (A) the right of the Team to enter into and perform, or the enforceability or performance of, the obligations of the Team under the Baseball Stadium Agreement or the agreements contemplated therein; (B) the right of Major League Baseball to grant approvals for the relocation of the Team or such other approvals as may be required under Baseball Rules and Regulations in connection with the Team's obligations under the Baseball Stadium Agreement or the agreements contemplated therein; or (C) the right of MLB to enter into and perform, or the enforceability or performance of, the obligations of MLB under this Guaranty. The obligations of MLB under this Section 1 collectively are referred to as the "Indemnity". The Indemnity does not relate to or cover any legal proceedings that contest the right of the District of Columbia to be the relocated home for the franchise; the selection, acquisition, or suitability (on environmental or any other grounds) of any particular stadium site within the District of Columbia; or the legal right, power or authority of the Commission or the District Government to participate in the funding, design, development, construction, leasing or operation of a stadium for the Team. The Indemnity does, however, cover legal proceedings against the District Government or the Commission based upon a claim that either of such parties shall have, by reason of actions pursuant to their obligations under the Baseball Stadium Agreement or the agreements contemplated therein, interfered with the claiming party's contractual or other relationship with MLB or the Team.

**Section 2. Guaranty.** Subject to the last sentence of this Section 2, MLB irrevocably and unconditionally guarantees to the Commission and the District Government the payment and performance of all obligations of the Team under the Baseball Stadium Agreement. MLB's guarantee of the performance of the Team's obligations under the second sentence of

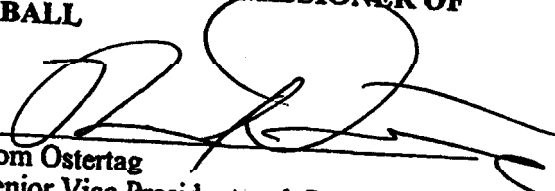
Section 6.13 of the Baseball Stadium Agreement means that MLB shall not dissolve or contract the Team's Major League Baseball franchise or authorize it to be relocated outside the District of Columbia, but shall not require MLB to provide, or enforce on the Team, other provisions or remedies to assure the Team's performance of its obligations under Section 6.13. MLB's guarantee of the Team's obligations under Section 7.05 is subject to the requisite affirmative vote of the owners of Major League Baseball clubs in accordance with Baseball Rules and Regulations. MLB waives notice of nonpayment, nonperformance, or nonobservance, and waives any notice of acceptance of this Guaranty Agreement and any other notice to, or demand upon, MLB that the Commission or the District Government might otherwise be required to give or make in connection with this Guaranty Agreement. MLB waives any legal obligation, duty, or necessity of the Commission or the District Government to proceed first against the Team. MLB shall have the benefit of any limitation on damages contained in the Baseball Stadium Agreement so that MLB's liability under this Section 2 shall be no greater than the Team's liability as the primary obligor. **This Section 2 shall be void and of no further legal force or effect from and after the date on which the Team's Major League Baseball franchise or the Team is sold to a new owner pursuant to a transaction approved in accordance with Baseball Rules and Regulations.**

**Section 3. Facilitation of Baseball Stadium Agreement.** MLB shall cooperate with the Team, the Commission and the District Government and shall use reasonable best efforts to assist the Team in meeting all of the deadline dates set forth in Article VII of the Baseball Stadium Agreement for which the Team is responsible. To the extent that a deadline is jeopardized by pending litigation, "reasonable best efforts" shall require MLB to vigorously pursue the litigation in a manner designed to permit the deadline to be met, but shall not require MLB to settle the litigation on terms not acceptable to MLB in the exercise of its good faith discretion. To the extent that meeting a deadline is dependent on a vote of the owners of the Major League Baseball clubs, "reasonable best efforts" requires only the presentation of the matter to the owners for consideration at a duly convened meeting and the expression to the owners of MLB's opinion in favor of an affirmative vote. MLB consents to and approves the Baseball Stadium Agreement. MLB shall not unreasonably or arbitrarily withhold or delay its consent to or approval of the execution and delivery by the Team of the RFK License, the Construction Administration Agreement or the Lease, or any other matter for which the Team requires MLB approval that may be required in connection with the consummation of the transactions contemplated by the Baseball Stadium Agreement.

Dated September 29, 2004

**OFFICE OF THE COMMISSIONER OF  
BASEBALL**

By

  
Tom Ostertag  
Senior Vice President and General Counsel

## LITIGATION DISCLOSURE

Reference is made to that certain Baseball Stadium Agreement, dated this date (the "Baseball Stadium Agreement") among Baseball Expos, L.P. (the "Team"), the District of Columbia Sports and Entertainment Commission and the Government of the District of Columbia.

The Team makes the following disclosure for purposes of Section 2.02(e) and Section 9.04 of the Baseball Stadium Agreement.

The Office of the Commissioner of Baseball, Allan "Bud" Selig, Robert DuPuy, Baseball Expos GP, Inc. and Baseball Expos, LP, are named as defendants in BMO Nesbist Burns Inc., et al. v. Jeffrey H. Loria, David Samson, et al., No. 02-22061 (Federal District Court, Miami Florida), which was filed on or about July 16, 2002. The plaintiffs are fourteen former limited partners of the Montreal Expos and current limited partners of the Florida Marlins. They allege against defendants Selig, DuPuy, Baseball Expos GP, Inc. and Baseball Expos, LP violations of the Racketeer Influenced and Corrupt Organizations Act "RICO") and conspiracy to commit RICO violations; against defendants Selig and DuPuy, and the Office of the Commissioner of Baseball (the "Office") solely with respect to equitable and injunctive relief, fraud; against defendants Selig and DuPuy, and the Office solely with respect to equitable and injunctive relief, breach of fiduciary duty; and against defendants Selig and DuPuy, and the Office solely with respect to equitable and injunctive relief, negligent misrepresentation. The plaintiffs seek compensatory and punitive damages in an amount no less than \$100 million, equitable and injunctive relief, and a constructive trust with respect to all property of and ownership interest in the Montreal Expos franchise. On September 6, 2002, the defendants filed numerous motions seeking dismissal of all counts. In two separate rulings in November 2002, the Court denied the defendants' motion to dismiss for improper venue but granted defendants' motion to stay the litigation pending an arbitration involving the former Expos partners. The arbitration hearing concluded in August 2004, final briefing occurred in early September and oral summations were held on September 15, 2004. A decision is expected sometime following the oral summations, after which the litigation may resume. In 2003, after an attempt by the plaintiffs to lift the stay, the Court ordered that the defendants provide 90 days notice of any "threat to the status quo of the subject matter of these proceedings." The defendants provided notice to the court and the plaintiffs on September 14, 2004 of the possible relocation of the Montreal Expos. It is expected that the plaintiffs will file a motion to enjoin any relocation, which Major League Baseball will vigorously oppose.

Dated September 27/2004

**BASEBALL EXPOS, L.P.**

By **BASEBALL EXPOS GP, INC**  
Its General Partner

By   
Its Vice President

Received September 19, 2004

**DISTRICT OF COLUMBIA SPORTS AND  
ENTERTAINMENT COMMISSION**

By   
Its Chairman

**SECTION 2.02(f) DISCLOSURE**

Reference is made to that certain Baseball Stadium Agreement, dated this date (the "Baseball Stadium Agreement") among Baseball Expos, L.P. (the "Team"), the District of Columbia Sports and Entertainment Commission and the Government of the District of Columbia.

The Team makes the following disclosure for purposes of Section 2.03(f) of the Baseball Stadium Agreement.

1. The Team is required to obtain the consent of the lenders under the Amended and Restated Credit Agreement, dated as of March 31, 2004, by and among the Team, the lenders from time to time party thereto and Fleet National Bank, prior to signing a lease or similar agreement relating to the lease of a ballpark or stadium by the Team located outside of Montreal, Quebec.
2. The Team is required under the Major League Constitution to obtain the approval of three-fourths of the Major League Clubs in order to relocate.
3. The Team is required under the Baseball Rules and Regulations to obtain the approval of the Office of the Commissioner of Baseball prior to entering into each of the Baseball Stadium Agreement, the RFK License, the Construction Administration Agreement and the Lease (all as defined in the Baseball Stadium Agreement).
4. See separate Litigation Disclosure regarding required court filings in connection with BMO Nesbitt Burns Inc., et al. v. Jeffrey H. Loria, David Samson, et al., No. 02-22061 (Federal District Court, Miami Florida).

Dated September 24, 2004

**BASEBALL EXPOS, L.P.**

By: **BASEBALL EXPOS GP, INC.**  
Its General Partner

By:   
Its President  
*vice*

Received September 29, 2004

**DISTRICT OF COLUMBIA SPORTS AND ENTERTAINMENT COMMISSION**

By:   
Its Chairman