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When recorded return to:

Sarah A. Strunk, Esquire
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Phoenix, Arizona 85012

**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE CITY OF GOODYEAR

AND

TOURISM AND SPORTS AUTHORITY

d/b/a THE ARIZONA SPORTS AND TOURISM AUTHORITY

PERTAINING TO

**THE GOODYEAR SPRING TRAINING
FACILITY CONSTRUCTION PROJECT**

* * *

Dated October 15, 2008

FILED THIS 15th DAY OF October, 2008, IN THE OFFICE OF THE MARICOPA
COUNTY RECORDER, PURSUANT TO A.R.S. § 11-952(G).

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

October 15, 2008 THIS FIRST AMENDMENT (this "First Amendment") is made and entered into and amends THE INTERGOVERNMENTAL AGREEMENT made and entered into January 17, 2007 by and between the CITY OF GOODYEAR, ARIZONA, a municipal corporation and the TOURISM AND SPORTS AUTHORITY d/b/a THE ARIZONA SPORTS AND TOURISM AUTHORITY, a corporate and political body having all the rights, powers and immunities of a municipal corporation. The City and the Authority may be referenced collectively below as the "Parties" and each individually as a "Party."

Recitals:

1. Capitalized terms used in this First Amendment but not separately defined herein shall have the meanings set forth in Section 1.
2. Pursuant to Arizona Revised Statutes §5-808 (the "Act"), from monies deposited into the Cactus League Promotion Account, the Authority is authorized to acquire land or construct, finance, furnish, improve, market and promote the use of existing or proposed Major League Baseball spring training facilities located in Maricopa County ("Cactus League Facilities") and other structures, utilities, roads, parking areas or buildings necessary for the full use of the training facilities for sports and other purposes and to do all things necessary or convenient to accomplish those purposes (collectively, "Cactus League Purposes").
3. The City and the Authority have entered into the Original Agreement whereby the City agreed to acquire, construct and cause to be maintained a new one team professional baseball spring training stadium and practice facilities and related land and improvements to be used by the Indians.
4. The City and the Cincinnati Reds have entered into an agreement to relocate to the City.
5. The City is committed to construct Additional Facilities for the Reds at an estimated cost of \$30,000,000, which Additional Facilities will be part of and contiguous with the Project. With the Additional Facilities, the Project is estimated to cost approximately \$104,750,000 (exclusive of finance costs and public infrastructure costs, if any).
6. The City requested an additional funding commitment from the Authority to be used for Cactus League Purposes to assist with the financing of the Additional Facilities for the Reds and additional funds to increase funding under the Original Agreement in an amount equal to the Authority Supplemental Contribution.
7. As of the date of this First Amendment, the Authority has available to it Authority Funds and MSCD Funds for use in connection with Cactus League Purposes. The City acknowledges that the Authority Funds expire in February, 2031 and that the receipt by the City of the Authority Supplemental Contribution (other than from the MCSO funds if available prior to February 2031) is conditioned on the Authority's receipt of New Cactus League Funds.

8. Prior to granting funding for new Cactus League Facilities, the Authority is required by the Act to consider future renovation needs and projects at existing Cactus League Facilities ("Renovation Projects").

9. The Authority set forth its funding priorities in the Authority's Board of Director Resolution No. 2008-75 and agreed to amend the Original Agreement and provide for the Authority Supplemental Contribution as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and consideration hereinafter contained, it is agreed by and between the City and the Authority as follows:

AGREEMENT:

1. Definitions. Section 1.1 of the Original Agreement is deleted in its entirety and replaced with the following:

"Section 1.1. Definitions. In this Agreement, unless otherwise defined elsewhere herein, the following terms shall have the following meanings:

(a) "Act" has the meaning given that term in Recital 2 to the First Amendment.

(b) "Additional Facilities" means the design, acquisition and construction of major league baseball training facilities and related land and improvements that may include practice fields, parking areas, a clubhouse and related facilities for use by the Reds and is as generally described on Exhibit A-2 which is attached to this Agreement, as amended pursuant to Section 3.3 hereof, and which shall be substantially in conformance with the Plans.

(c) "Agreement" means this Intergovernmental Agreement, including the Original Agreement and the First Amendment, as further amended or supplemented from time to time.

(d) "Authority" means the Tourism and Sports Authority, d/b/a The Arizona Sports and Tourism Authority, a corporate and political body having all the rights, powers and immunities of a municipal corporation.

(e) "Authorized Authority Representative" means the President, Chief Executive Officer and Executive Director of the Authority, his designee or such other person or persons designated by the Authority's Board of Directors to act on behalf of the Authority with respect to the Project.

(f) "Authorized City Representative" means the City Mayor, or such other person or persons designated by the City Council to act on behalf of the City.

(g) "Authority Contribution" means the Authority Original Contribution plus the Authority Supplemental Contribution.

(h) "Authority Funds" has the meaning given that term in Recital 7 to the Agreement.

(i) "Authority Original Contribution" means the Authority's contribution of 50% of those Project Costs of the Original Project that are approved in writing by the Authorized Authority Representative on a present value basis (using the lesser of (i) the City's actual cost of borrowing for the Project Bonds or (ii) 5.00%, as the discount rate) to be paid by the Authority from Authority Funds and MCSD Funds.

(j) "Authority Supplemental Contribution" means the Authority's contribution of (a) two-thirds (2/3) of those Project Costs of the Additional Facilities (which Project Costs shall not exceed \$30,000,000) that are approved in writing by the Authorized Authority Representative and (b) the amount by which two-thirds (2/3) of the Project Costs of the Original Project that are approved in writing by the Authorized Authority Representative exceeds 50% of such Original Project costs, all on a present value basis (using the lesser of (i) the City's actual cost of borrowing for the Project Bonds or (ii) 5.00%, as the discount rate) to be paid by the Authority from Authority Funds, New Cactus League Funds and MCSD Funds, as provided herein.

(k) "Baseball Facilities Agreements" mean the agreements to be entered into between the Teams and the City concerning the Teams' respective use of the Project, with a primary term of at least 20 years.

(l) "Business Day" means a day other than a Saturday, Sunday or day on which banks are not authorized by law to close in the State of Arizona.

(m) "Cactus League Facilities" has the meaning given that term in Recital 2 to the First Amendment.

(n) "Cactus League Purposes" has the meaning given that term in Recital 2 to the First Amendment.

(o) "Cactus League Promotion Account" means the Authority account authorized and established pursuant to A.R.S. Section 5-837.

(p) "City" means the City of Goodyear, a municipal corporation.

(q) "City Contribution" means the costs to complete the Project less the Authority Contribution.

(r) "Construction Contract" means any agreement or agreements for the installation or construction of all or part of the Project by and between a Contractor and the City.

(s) "Contractor" means any person or entity entering into a Construction Contract with the City.

(t) "Early Payment Date" has the meaning given that term in Section 3.2(c) of the Agreement.

(u) "Event of Default" means any of the events described in Sections 11.1 and 11.2 of this Agreement.

(v) "First Amendment" means the First Amendment to the Intergovernmental Agreement between the City and the Authority pertaining to the Goodyear Spring Training Facility Construction Project dated as of October __, 2008.

(w) "Glendale/Goodyear Prior Obligations" has the meaning given that term in Section 3.2(b) of the Agreement.

(x) "Goodyear Prior Funding Commitment" has the meaning given that term in Section 3.2(a) of the Agreement.

(y) "Indemnified Party" has the meaning given that term in Section 12.4 of the Agreement.

(z) "Indians" has the meaning given that term in Recital 2 to the Agreement.

(aa) "MCS D" has the meaning given that term in Recital 7 to the Agreement.

(bb) "MCS D Funds" has the meaning given that term in Recital 7 to the Agreement.

(cc) "MCS D IGA" has the meaning given that term in Recital 7 to the Agreement."

(dd) "New Cactus League Funds" has the meaning given that term in Recital 7 to the Agreement.

(ee) "Original Agreement" means the Intergovernmental Agreement between the City and the Authority pertaining to the Goodyear Spring Training Facility Construction Project dated as of January 17, 2007.

(ff) "Original Project" means the design, acquisition and construction of major league baseball stadium and training facilities and related land and improvements that may include practice fields, parking areas, a clubhouse and related facilities and is generally described on Exhibit A-1 which is attached to this Agreement, as amended pursuant to Section 3.3 hereof, and which shall be substantially in conformance with the Plans.

(gg) "Party" or "Parties" has the meaning given that term in the introductory paragraph to the First Amendment.

(hh) "Plans" means the conceptual plans for the Project, together with such other construction plans relating to the Project that are hereafter prepared by the City and approved by the Authority pursuant to Section 4.2(a) of this Agreement.

(ii) "Prior Authority Fund Commitments" means the payment from Authority Funds of:

(1) debt service on, and the funding of a bond reserve fund with respect to, the \$32,400,000 Subordinate Tax Revenue Bonds (Professional Baseball Training Facilities Project) Series 2003;

(2) debt service on the senior bonds of the Authority related to the multipurpose stadium facility located in the City of Glendale;

(3) amounts due the City of Tempe from Authority Funds pursuant to the terms and conditions of the Intergovernmental Agreement dated as of November 10, 2004; and

(4) amounts due the City of Scottsdale from Authority Funds pursuant to the terms and conditions of the Intergovernmental Agreement dated as of March 15, 2005;

(jj) "Prior MCSD Fund Commitments" means the payment from MCSD Funds of:

(1) amounts due the City of Tempe from MCSD Funds pursuant to the terms and conditions of the Intergovernmental Agreement dated as of November 10, 2004;

(2) amounts due the City of Scottsdale from MCSD Funds pursuant to the terms and conditions of the Intergovernmental Agreement dated as of March 15, 2005; and

(3) commencing no earlier than the year 2020, amounts expended to repay the Authority's share of the actual costs (on a present value basis at a discount rate of 5.00%) of stadium renovation projects for 5 facilities serving 7 teams whose leases expire between 2012 and 2022, in approximately the following years and amounts, but not exceeding in the aggregate, on a present value basis as of January 1, 2007, at a discount rate of 5.00%, \$28,000,000:

| <u>Year</u> | <u>Renovation Payment</u> |
|-------------|---------------------------|
| 2020 | \$ 9,204,647 |
| 2021 | 9,434,763 |
| 2022 | 9,670,632 |
| 2023 | 9,864,045 |
| 2024 | 10,061,325 |
| 2025 | 10,262,552 |
| 2026 | 8,008,197 |

(kk) "Project" means the Original Project and the Additional Facilities.

(ll) "Project Bonds" means the bonds or obligations of one or more series to be issued by or on behalf of the City to finance some or all of the Project Costs.

(mm) "Project Costs" means the total costs for development, design, acquisition, installation, construction, engineering, and expenses related to the construction of the Project together with the costs of real property or interests therein and the Project Financing Costs, *but excluding* any Project Financing Costs and any Project contingency funds budgeted but not actually spent. For the determination of Project Costs, unless another value is agreed to by the Authority, land shall be valued at \$5.74 per square foot.

(nn) "Project Financing Costs" means the actual Net Interest Cost for the Project Bonds but not to exceed 5.00%, all fees, charges, costs and reserves incurred by the City in order to issue, market, sell, make payment on and secure the Project Bonds, including, but not limited to, all reasonable and necessary financing costs, legal fees and costs and expenses incident thereto, provided, however, all such Project Financing Costs shall be subject to the prior reasonable approval of the Authority. If the Project Bonds are issued in more than one series, the Net Interest cost will be the weighted average Net Interest Cost of all series of the Project Bonds, not to exceed 5.00%.

(oo) "Reds" has the meaning given that term in Recital 2 to the Agreement."

(pp) "Renovation Projects" has the meaning given that term in Recital 8 to the First Amendment.

(qq) "Subcontractors" means persons who have actually supplied labor, materials or services in connection with or incidental to any Construction Contract.

(rr) "Teams" has the meaning given that term in Recital 2 to the Agreement."

In addition to the foregoing terms and unless otherwise stated in this Agreement, whenever the term "on a present value basis" is used in this Agreement, the date for calculation of the present value basis is: (i) July 1, 2008 with respect to contributions toward approved Project Costs for the Original Project; and (ii) July 1, 2009 with respect to contributions toward approved Project Costs for the Additional Facilities.

2. Recital 2. Recital 2 of the Original Agreement is deleted in its entirety and replaced with the following:

"2. The City has agreed to acquire, construct and maintain a new professional baseball spring training stadium and practice facilities and related land and improvements as generally described on Exhibit A-1 to be used by the Cleveland Indians Major League Baseball franchise organization (the "Indians"). The City has further agreed to acquire, construct and maintain additional practice facilities and related land and improvements as

generally described on Exhibit A-2 to be used by the Cincinnati Reds (the "Reds", and collectively with the Indians, the "Teams"). The Project [as defined in Section 1.1(kk)] is located within the City of Goodyear, in Maricopa County, Arizona."

3. Recital 6. Recital 6 of the Original Agreement is deleted in its entirety and replaced with the following:

"6. The Original Project is estimated to cost approximately \$74,750,000 (exclusive of finance costs and public infrastructure costs, if any) and the Additional Facilities are estimated to cost \$30,000,000 (exclusive of finance costs and public infrastructure costs, if any) but the actual costs and Project elements have not yet been determined."

4. Recital 7. Recital 7 of the Original Agreement is deleted in its entirety and replaced with the following:

"7. The City has requested that the Authority provide funding for the Original Project, from funds lawfully deposited into the Cactus League Promotion Account authorized and established pursuant to A.R.S. § 5-837 (the "Authority Funds") and from other funds (the "MCSD Funds") being provided to the Authority from the Maricopa County Stadium District (the "MCSD") pursuant to an intergovernmental agreement between MCSD and the Authority dated October 22, 2003 (the "MCSD IGA"). On the terms and conditions set forth in this Agreement, the City has further requested that the Authority provide the Authority Supplemental Contribution for the Additional Facilities from the Authority Funds, the MCSD Funds and any new dedicated source of funds for Cactus League Purposes or a renewal or extension of the funds received by the Authority pursuant to A.R.S. §§ 5-839 and 5-840 to be used for Cactus League Purposes ("New Cactus League Funds").

5. Section 2.1. Section 2.1 of the Original Agreement is deleted in its entirety and replaced with the following:

"Section 2.1. Purpose. The purpose of this Agreement is to provide for the following:

(a) partial funding of the Original Project from the Authority Funds and the MCSD Funds in the amount of the Authority Original Contribution;

(b) partial funding of the Additional Facilities and additional funding of the Original Project from the Authority Funds, the MCSD Funds and the New Cactus League Funds in the amount of the Authority Supplemental Contribution; and

(c) the respective rights and obligations of the Parties with respect to the Authority Contribution and the Project."

7. Section 3.2. Section 3.2 of the Original Agreement is deleted in its entirety and replaced with the following:

"Section 3.2 Payments; City's Priority.

(a) The Authority shall pay to the City each year, to repay Project Costs expended by the City, 100% of all Authority Funds available after payment of the Prior Authority Fund Commitments and 100% of all MCSD Funds available after payment of the Prior MCSD Fund Commitments until the amount paid to the City from Authority Funds and MCSD Funds equals the Authority Original Contribution (the "Goodyear Prior Funding Commitment").

(b) The City acknowledges that the Authority has committed to fund the Cactus League facility for the Los Angeles Dodgers and Chicago White Sox Major League Baseball franchises pursuant to that certain Intergovernmental Agreement dated as of August 15, 2007 (as amended as of May 1, 2008 to increase the maximum project costs from \$80,700,000 to \$90,022,966), between Glendale and the Authority, which along with the Goodyear Prior Funding Commitment shall be collectively referred to herein as the "Glendale/Goodyear Prior Obligations". All payments to the City under Section 3.2(a) shall be divided 3/8 to the City and 5/8 to Glendale (said another way, for each dollar, 37.5 cents shall be paid to the City and 62.5 cents shall be paid to Glendale), but the aggregate amount due to the City shall not be reduced.

(c) If prior to February 1, 2031, the Prior Authority Fund Commitments, the Prior MCSD Fund Commitments and the Glendale/Goodyear Prior Obligations are paid in full by the Authority (an "Early Payment Date"), then every \$1.00 of MCSD Funds received by the Authority after that Early Payment Date but before February 1, 2031, will be distributed by the Authority as follows:

(i) The Authority will reserve \$0.50 for use in future Renovation Projects for Cactus League Facilities existing at that time, including without limitation the four Cactus League Facilities with leases expiring prior to 2031, such as those facilities located in the cities of Scottsdale (lease expires 2025), Tempe (lease expires in 2025), Glendale (lease expires in 2029) and Goodyear (lease expires in 2029); and

(ii) The Authority will pay \$0.50 to the City to reimburse the City for Project Costs approved by the Authority in an amount equal to: (A) up to two-thirds of an amount not to exceed \$30,000,000 for a total maximum contribution by the Authority for the Additional Facilities not to exceed \$20,000,000 plus Financing Costs (all on a present value basis); and (B) that amount that is greater than those Project Costs already reimbursed by the Authority to the City in the Goodyear Prior Funding Commitment but no greater than two-thirds of all Project Costs relating to the Original Project approved by the Authority (all on a present value basis) until the amount paid equals the Authority Supplemental Contribution.

After February 1, 2031, all MCSD Funds received by the Authority after payment of the Prior Authority Fund Commitments, Prior MCSD Fund Commitments and the Glendale/Goodyear Prior Obligations will be reserved for future Renovation Projects for all Cactus League Facilities, including without limitation the four Cactus League Facilities with leases expiring prior to 2031, such as the facilities located in the cities of Scottsdale (lease expires 2025), Tempe (lease expires in 2025), Glendale (lease expires in 2029) and Goodyear (lease expires in 2029).

(d) If after February 1, 2031 the Authority receives New Cactus League Funds, then \$0.50 of every \$1.00 of New Cactus League Funds received by the Authority will be distributed by the Authority to the City until such time as the Authority has reimbursed the City for the remaining balance, if any, of the Authority Supplemental Contribution.

(e) Current Authority projections show payments to the City under Section 3.2(a) might commence in the year 2017. This date of commencement of payments under this Section 3.2 is a projection only and the exact date of commencement may be sooner or later than this date. Payment of the Prior Authority Fund Commitments may be completed sooner or later than expected and payment to the City of the Goodyear Prior Funding Commitment will begin immediately thereafter. The City acknowledges and agrees that the payments to the City under Section 3.2(d) are conditioned on the Authority receiving New Cactus League Funds and that the receipt of New Cactus League Funds require amendments to the Act or other changes in law which are legislative matters solely within the discretion of the Arizona Legislature and the voters of Maricopa County and not within the control of the Authority. The exact amount of Authority Funds or MCSD Funds received by the Authority will vary from year to year. Payment of the total amount to be paid to the City may take more or less time than expected but the amount to be paid shall be as determined in this Agreement and nothing in this Section 3.2 shall alter the funding priority of the City as established in this Agreement or increase or reduce the aggregate amount payable to the City.

(f) The Authority shall semi-annually disburse the payments for the portion of the Authority Contribution from Authority Funds or, as applicable, New Cactus league Funds to the City no later than January 1 and July 1 each year. The Authority shall disburse the payments for the portion of the Authority Contribution from MCSD Funds to the City within thirty (30) days after receipt by the Authority of any sums from the MCSD.

(g) The Authority will not commit to, or make, any other expenditure of Authority Funds, MCSD Funds or New Cactus League Funds with priority senior to, or on parity with, the payments to the City except as specifically set forth in this Section 3.2."

8. Section 3.8. Section 3.8 of the Original Agreement is deleted in its entirety and replaced with the following:

"Section 3.8 Enforcement of Baseball Facilities Agreements. The City shall enter into the Baseball Facilities Agreements with the Teams for the use of the Project as a Major League Baseball spring training facility for a minimum term of 20 years. The City, at its own cost and expense, shall enforce the terms and conditions of the Baseball Facilities Agreements and manage, operate, maintain and insure the Project in a manner that is in compliance with the terms and conditions of the Baseball Facilities Agreements until the expiration of the full term of the Baseball Facilities Agreements. The City shall not, without the prior written consent of the Authority, which consent may be withheld or granted in the Authority's sole discretion, amend or waive the provisions of the Baseball Facilities Agreements to: (i) shorten the term of the Baseball Facilities Agreements; or (ii) make other changes that waive any requirement that the Teams use the Project as a Major League Baseball Spring Training Facility during the term of the Baseball Facilities

Agreements. The Authority shall not be responsible for any of the operation and maintenance costs associated with the Project."

9. Section 4.1. Section 4.1 of the Original Agreement is amended by deleting the reference to \$74,750,000 and replacing it with \$104,750,000.

10. Section 10.2(f). Section 10.2(f) of the Original Agreement is deleted in its entirety and replaced with the following:

"(f) If both of the Teams, pursuant to the Baseball Facilities Agreements, terminate the Baseball Facilities Agreements prior to the completion of the 20-year term under those agreements and at least one other Major League Baseball team has not committed to use the Project as a Major League Baseball Spring Training facility for a period of time up to and including December 31, 2025 within a period of twenty-four (24) months following the termination."

11. Section 10.7. The Original Agreement is amended by adding a new Section 10.7 as follows:

"Section 10.7. Termination by One Team. If one of the Teams, pursuant to its Baseball Facilities Agreement, terminates the Baseball Facilities Agreement prior to the completion of the twenty-year term of that agreement and another major league baseball team has not committed to use the Project as a major league baseball spring training facility for a period of time up to and including December 31, 2025, within a period of twenty-four (24) months following the termination, or if both of the Teams so terminate the Baseball Facilities Agreements but one other major league baseball team has committed to such use, such termination shall not be a default hereunder; however, the Authority may withhold making any further payments of the Authority Supplemental Contribution."

12. Section 11.1. The last sentence of Section 11.1 of the Original Agreement is deleted in its entirety and replaced with the following:

"During the term of the Baseball Facilities Agreements, the City shall provide (or cause the Teams to provide) to the Authority 6 season tickets for each Spring Training game held at the stadium, together, in an excellent location, which location shall not change during any Spring Training Season, for the Authority's use in marketing the University of Phoenix Stadium and the Cactus League."

13. Section 12.6. Section 12.6 of the Original Agreement is hereby amended to change the notices to the Authority by deleting the reference to "Ted A. Ferris" and instead substituting "Thomas R. Sadler."

14. Exhibit A. Exhibit A to the Original Agreement is deleted in its entirety and replaced with the attached Exhibit A-1 and Exhibit A-2.

15. Miscellaneous.

15.1 Recording; Duration. Pursuant to A.R.S. §11-952(B)(1) and (G), this First Amendment shall be in full force and effect upon filing with the County Recorder of Maricopa County, Arizona, and shall continue in full force and effect and shall be binding on the Parties until the expiration of the full term of the Agreement.

15.2 Amendments. This First Amendment may not be changed, modified or rescinded, except in writing, signed by the Parties hereto, and any attempt at oral modification of this First Amendment shall be void.

15.3 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this First Amendment. The parties agree that venue for any action commenced in connection with this First Amendment shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona, and the parties hereby waive any right to object to such venue.

15.4 Conflicts of Interest. The provisions of A.R.S. § 38-511 are applicable to this First Amendment.

[SIGNATURES ON NEXT PAGE]

CITY OF GOODYEAR, ARIZONA

By *James Cavanaugh*
Name: James Cavanaugh
Title: Mayor

DATE: 10/9/08

ATTEST:

Dee Cockrum
City Clerk, ~~Dee Cockrum~~



APPROVED AS TO FORM AND IN ACCORDANCE WITH A.R.S. § 11-952(D)

[Signature]
City Attorney

TOURISM AND SPORTS AUTHORITY

By *Thomas R Sadler*
Name: Thomas R. Sadler
Title: President, Chief Executive Officer
and Executive Director

DATE: 9/30/2008

APPROVED AS TO FORM AND IN ACCORDANCE WITH A.R.S. §11-952(D)

[Signature]
General Counsel
State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this 30th day of September 2008, by Thomas R. Sadler, the President, Chief Executive Officer and Executive Director of the Tourism and Sports Authority, d/b/a The Arizona Sports and Tourism Authority.

(Seal and Expiration Date)

Kim Monroe
Notary Public

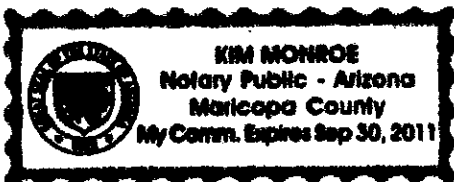


EXHIBIT A-1

SPRING TRAINING FACILITIES PROJECT DESCRIPTION

ORIGINAL PROJECT

1. Stadium. Major league baseball ballpark suitable for conducting spring training baseball games with seating for approximately 10,000 persons (8,000 fixed stadium seats and 2,000 berm seats), parking for 3,000 automobiles, and all other improvements and appurtenances thereto as are typically found in spring training baseball stadiums in the metro-Phoenix area financed by the Authority or the Maricopa County Stadium District.
2. Practice Facilities. Six full baseball practice fields, two half practice fields (or, in lieu of one half practice field, an agility field of approximately equal cost), a major league clubhouse of a minimum of 34,000 square feet and all related facilities and improvements typically found in spring training practice facilities in the metro-Phoenix area financed by the Authority or Maricopa County Stadium District.
3. Related Land and Improvements. All necessary improvements, utilities, public infrastructure, land or interests therein, equipment, appurtenances and facilities related to the Stadium and Practice Facilities described above.

EXHIBIT A-2

SPRING TRAINING FACILITIES PROJECT DESCRIPTION

ADDITIONAL FACILITIES

1. **Practice Facilities.** Six full baseball practice fields, two half practice fields (or, in lieu of one half practice field, an agility field of approximately equal cost), a major league clubhouse of a minimum of 34,000 square feet and all related facilities and improvements typically found in spring training practice facilities in the metro-Phoenix area financed by the Authority or Maricopa County Stadium District.
2. **Related Land and Improvements.** All necessary improvements, utilities, public infrastructure, land or interests therein, equipment, appurtenances and facilities related to the Practice Facilities described above.