	<b>CONSENT FOR MAJOR IMPROVEMENTS TO CITY OF GOODYEAR BALLPARK &amp; RECREATIONAL COMPLEX</b>	<b>CITY OF GOODYEAR Ballpark &amp; Recreational Complex</b> 1933 S. Ballpark Way Goodyear, AZ 85338 (623) 882-3120 phone (623) 882-3169 fax
	<b>CON-CX-0882-__</b>	

This Consent for Major Improvements to the City of Goodyear Ballpark & Recreational Complex (this "Consent Agreement") is entered into by and between the City of Goodyear, an Arizona municipal corporation ("City") and the Cleveland Indians Baseball Company, LLC, an Ohio limited liability company, as successor-in-interest to Cleveland Indians Baseball Company Limited Partnership, an Ohio limited partnership ("Indians"). The City and Indians shall hereafter individually be referred to as a "Party" and collectively as the "Parties".

### RECITALS

**WHEREAS**, the Parties entered into a Sports Facilities Use Agreement Contract No. CX-0882-07 on May 29, 2007, with subsequent amendments, collectively referred to as the "Use Agreement" for the use of the Goodyear Ballpark & Recreational Complex ("Ballpark Facility");

**WHEREAS**, the Use Agreement identifies certain areas in the Ballpark Facility as those designed for and intended to be used by the Indians ("Indians Facilities");

**WHEREAS**, the Use Agreement in Section 14 (Alterations and Additions), contemplated the Indians may request to make improvements to the Baseball Facility during the term of the Use Agreement, subject to the prior written consent of the City and additional terms and conditions as the City may reasonably deem necessary;

**WHEREAS**, the Indians now desire, to hire a third party to design and construct improvements to expand and upgrade the Indians Facilities ("Work") consistent with the Use Agreement and this Consent Agreement, the cost of which is estimated to be approximately \$11,000,000.00;

**WHEREAS**, the City of Goodyear Public Improvement Corporation ("PIC") has agreed to assist with the financing of the Work (the "PIC Financing"), and the City has agreed to pledge its excise tax revenues on a subordinate basis as security for the PIC Financing, provided that the Indians agree to the terms and conditions as described herein;

**WHEREAS**, upon completion of the Work, the Indians will transfer the Work to the City pursuant to a Bill of Sale in substantially the form attached hereto as **Exhibit G** (the "Bill of Sale"); and

**WHEREAS**, the Parties desire to enter into this Consent Agreement for the purpose of (i) providing the Indians with consent to have the Work completed to the Indians Facilities in accordance with the Use Agreement; (ii) establishing the terms and conditions by which the Work to the Indians Facilities is to be completed, maintained and conveyed to the City; (iii) reallocating the application of the Spring Training Season Revenues and Non-Spring Training Season Revenues described in

Section 9 and Section 11 of the Use Agreement; and (iv) providing for insurance and bonding provisions pursuant to this Consent Agreement.

## **AGREEMENT**

**NOW, THEREFORE,** in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and any other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Expansion of Indians Facilities; Consent. In consideration for the Indians paying for the design and construction required for the expansion and improvements to the Indians Facilities, the City is granting the Indians the right to use the additional space as identified in **Exhibit A** – Preliminary Schedule, **Exhibit B** – Existing Site, **Exhibit C** – Site Plan Overlay, **Exhibit D** – First Floor Expansion and Renovation, **Exhibit E** – Second Floor Expansion and Renovation, attached hereto, subject to the terms and conditions of the Use Agreement and Consent Agreement. The maintenance and operation of the new area shall be in accordance with the Use Agreement, unless otherwise provided herein. The payment for any future capital replacement of the expanded area shall be considered above and beyond the Capital Replacement Schedule provided in the Use Agreement. The Indians have prepared an Expansion Capital Replacement Schedule, reflecting the Work, which is attached hereto as **Exhibit F**. The Work in both design and construction shall be consistent with the current architectural features, materials and equipment in the Facility. Pursuant to the Use Agreement, the City consents to the Indians' construction of the Work.
2. Warranties/Maintenance Manuals/As-Builts. All warranties provided for the expansion and improvements to the Indian Facilities shall name the City of Goodyear as the warranty holder, with the exception of any equipment owned solely by the Indians. Copies of all warranties, maintenance manuals and as-builts shall be provided to the City's Parks & Recreation Director within (30) days from the date of final inspection and acceptance by the City of the work completed as provided herein.
3. Bonds Required. Bonds in the following amounts will be required of the Contractor prior to the performance of any Work and must meet the requirements of Arizona Revised Statutes, Title 34, Chapter 6, as amended: a performance bond for one hundred percent (100%) of the contract price and a payment bond for one hundred percent (100%) of the contract price. The term contract price for this purpose refers to any contract to perform any Work as referenced in this Consent Agreement between the Indians and its Contractor.
4. General Provisions. All Work for the expansion and upgrade to the Indians Facilities shall be subject to final approval by the City. All Work will be performed in a good, workmanlike, and substantial manner with appropriate consideration for public safety and within the care and skill of a qualified Contractor in the State of Arizona. The Indians are responsible for ensuring its contractors and all subcontractors comply with all provisions contained in this Consent

Agreement and applicable law, including public procurement requirements for the State of Arizona.

5. Construction Meetings and Plans; Construction Draw Process; Transfer to City Upon Completion.

5.1 The City shall be invited to attend all construction meetings and have the ability to review and approve all construction plans, documents and materials, at no cost to the City, upon request. The failure of the City to attend construction meeting(s) or review plans and document shall not constitute a waiver of the City's right to object or in any manner absolve the Indians and Contractor of any liability for noncompliance.

5.2 The Indians shall provide Contractor and subcontractor invoices to the City for review. The City shall have two (2) business days to complete an initial review of such invoices and request any supplemental documentation. If the City requests supplemental documentation pertaining to an invoice, the City shall have an additional one (1) business day to review such supplemental documentation. If the City approves such invoice and, as applicable, supplemental documentation, the City shall submit such materials for payment from the PIC Financing trustee, and such trustee shall then disburse such funds to the Contractor or subcontractor in accordance with the terms of the PIC Financing transaction documents, but in any event no later than seven (7) business days after the City's approval of such invoice.

5.3 Upon completion of the Work, the Indians shall transfer the completed Work to the City for \$10.00 pursuant to the Bill of Sale.

6. Effective Date and Term. This Consent Agreement shall be effective as of May 1, 2017 in order to match the effective date of the PIC Financing, and shall be coterminous with the Use Agreement, as such Use Agreement may be extended.

7. Termination. This Consent Agreement may only be terminated in accordance with Section 4.3 (Early Termination) of the Use Agreement. Notwithstanding the preceding sentence, this Consent Agreement is subject to cancellation due to conflict by the City pursuant to A.R.S. § 38-511.

8. Insurance. The Indians shall ensure through its construction contract with the Contractor that the Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Indians, its Contractor, Contractor's agents, representatives, employees or subcontractors (hereinafter collectively referred to in this Section 8 as "Contractor").

8.1 The insurance requirements herein are minimum requirements for this Consent Agreement and in no way limit the indemnity covenants contained herein. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Work under this Consent Agreement by the

Contractor, and Contractor is free to purchase additional insurance as may be determined necessary.

8.2 Minimum Scope and Limits of Insurance. Without limiting any of its obligations or liabilities, the Contractor shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and in form reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than "A-" and a category rating of not less than "8." Use of alternative insurers requires prior approval from the City. Insurance, except Workers Compensation, Employers Liability and Professional Liability, provided by Contractor shall be primary.

8.3 Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Consent Agreement, shall name and specifically endorse the City, its agents, representatives, directors, officials, employees, and officers, as additional insured. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor.

8.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Consent Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Consent Agreement, at the sole discretion of the City.

8.5 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.

8.6 Certificates of Insurance. Prior to commencing Work under this Consent Agreement, Contractor shall furnish City with Certificates of Insurance and formal endorsements specifically naming the City as an additional insured, as evidence that policies providing the required coverage, conditions, and limits required by this Consent Agreement are in full force and effect.

8.7 Primary Coverage. The Contractor's insurance, except Worker's Compensation and Professional Liability, shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute to it.

8.8 Waiver. The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the Work of the Contractor.

8.9 Workers Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of the Work. In case services are subcontracted, the

Contractor will require the Subcontractors to provide Workers' Compensation and Employer's Liability as required by law.

8.10 Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacement thereof).

8.11 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$2,000,000, for each occurrence and \$5,000,000 in the aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, products, contractual covering and completed operations, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 001 1-11-88 or any replacement thereof. A general liability insurance policy may not be written on a "claims made" basis.

8.12 Umbrella/Excess Liability. Umbrella/Excess Liability insurance with a limit of not less than \$10,000,000 per occurrence combined limit Bodily Injury, Property Damage (including water and fire damage) and completed operations, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

8.13 The amount and type of insurance coverage requirements required herein shall in no way be construed as limiting the scope of the indemnification obligations set forth in this Consent Agreement and the Use Agreement.

9. Hazardous Materials. Indians shall ensure Contractor complies with all applicable federal, state, and/or local laws, rules and regulations concerning the reporting, handling, and containment of hazardous materials located or uncovered on-site.
10. Damage to City Property. Except for the negligence of the City, its officials, directors, officers, employees, attorneys, agents, and representatives, the Indians shall be liable to the City for any physical damage to City property and/or loss of use of City property arising out of any Work performed pursuant to this Consent Agreement. Indians shall take reasonable measures to ensure the Contractor performs all Work so that no damage to any City buildings or property results. Contractor shall repair any damage to City property[, arising out of the negligence, recklessness or intentional wrongful conduct of Contractor,] to the satisfaction of the City at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish in a manner which matches existing material as approved by the City at the Contractor's expense.
11. Responsibility for Damage Claims. The Indians shall indemnify, save, and hold harmless the City and its officers, agents and representatives (the "Indemnified Parties") from all suits, actions, loss, damage, expense, cost or claim (collectively, a "Claim") of any character or

nature, provided that such Claim relates to, arises from or out of, results from, or is attributable to (a) bodily injury, sickness, disease or death, (b) injury to or destruction of tangible property (other than the Work itself), including loss of use of City property, arising out of or related to the Work, (c) the PIC Financing, (d) on account of any act or omission by the Contractor, Contractor's agents, or subcontractors, (e) from any claims or amounts arising or recovered under Workers' Compensation Laws or any other applicable laws, bylaws, ordinances, orders or decrees, but only to the extent the events described in (a) through (e) are caused by the omission, negligence, recklessness, or intentional wrongful conduct of the Indians or Contractor, Contractor's agents, or subcontractors. The foregoing obligations to indemnify, save and hold harmless apply even if a claim results in part from the negligence of an Indemnified Party, but, in such event, the ultimate liability of the Indians is only to the extent the Claim is found to have resulted from the negligence of the Indians or the Contractor, Contractor's agents or subcontractors. In no event, however, will an Indemnified Party be indemnified for a claim to the extent it results from the negligence of the Indemnified Party or the Indemnified Party's agents or employees.

12. Clean-Up. After all Work under this Consent Agreement is completed, the Indians shall ensure the Contractor removes all loose concrete, lumber, wire, reinforcing, debris, and other materials not incorporated in the Work, from the site of the Work. The Contractor shall provide for the clean-up and legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.
13. Warranties of Quality and Condition. The Indians represents and warrant that (a) the execution and construction of the Work will be performed in a workmanlike manner by personnel skilled in their respective lines of work; (b) the Work, as designed, constructed, and installed, will be free of defects in material and workmanship, including any defects consisting "inherent vice" or qualities which cause or accelerate deterioration of the Work; and (c) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the Use Agreement with reference to the Indians Facilities.
14. Work Performed at Contractor's Risk. The Indians shall ensure through its construction contract with the Contractor that the Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Work.
15. Non-Waiver Provision. The failure of either party to enforce any of the provisions of this Consent Agreement or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Consent Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

16. Compliance with Applicable Law. The Indians, its Contractor and subcontractors shall comply with all applicable federal, state and local laws, codes and regulations; including all applicable building regulations, public procurement, license and permitting requirements.
17. Applicable Law; Venue. In the performance of this Consent Agreement, the Indians, its contractors and agents shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Goodyear, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal, state and local laws, rules and regulations applicable to this Consent Agreement. This Consent Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona without regard to conflicts or choice of law provisions. Any action arising out of this Consent Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.
18. Non-Discrimination. The Indians, its Contractor and subcontractors shall not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of the Work, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 as amended, understand and agree to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and Arizona Executive Order 2009-09 as amended in performing the Work and to permit the City to verify such compliance.
19. E-Verify. The Indians, its Contractor and subcontractors warrant compliance with the e-verify statute, A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this Consent Agreement, and shall subject this Consent Agreement to penalties up to and including termination of this Consent Agreement. The City retains the right to inspect the papers and records of any of the Contractors employees or any subcontractor employees working on the contract to ensure compliance with this requirement. For this section, the definitions as found in A.R.S. § 41-4401 shall apply.
20. Liens. The Indians, its Contractors, subcontractors and agents shall hold the City harmless from claimants supplying labor or materials to the Indians, its contractors, subcontractors or agents in the performance of the Work referenced under this Consent Agreement.
21. Revenue Retention; Deficiency Payments from Indians for Revenue Shortfalls.
  - 21.1 The Parties acknowledge and agree that so long as the City's and the PIC's obligations remain outstanding pursuant to the PIC Financing, the Indians share of any Spring Training Season Revenues detailed in Section 9 of the Use Agreement and Non-Spring Training Season Revenues detailed in Section 11 of the Use Agreement shall be retained by the City and directly applied to the portion of the City's payments (the "Payments") due to the PIC pursuant to that certain Agreement, dated as of May 1, 2017, by and between the City and the PIC. The schedule for the Payments is set forth in **Exhibit H**.

- 21.2 In the event that the Indians' share of Spring Training Season Revenues and Non-Spring Training Season Revenues that are retained by the City and applied toward the Payments exceeds the Payments attributable to the PIC Financing for a particular Bond Year, as such term is defined in the PIC Financing transaction documents to mean July 1 to June 30, then any such excess attributable to the application of the Indians share of such Spring Training Season Revenues and Non-Spring Training Season Revenues shall be treated as a credit towards the applicable portion of the following Bond Year's Payments due from the City to the PIC.
- 21.3 In the event that the Indians' share of Spring Training Season Revenues and Non-Spring Training Season Revenues that is retained by the City and applied towards the Payments is insufficient to cover the Payments for that particular Bond Year, then the Indians shall pay, as consideration for the completed Work financed by the PIC Financing, the amount of any such deficiency (the "Deficiency Payment"). Such Deficiency Payment is attributable solely to the Work. Any Deficiency Payment shall be due and payable on the June 15 prior to the City's Payment due on June 20 to the PIC.
- 21.4 In the event the Indians fail to pay the Deficiency Payment in full on the date such Deficiency Payment is due, the City shall (a) be entitled to late fees equal to \$10,000 upon first providing thirty (30) days written notice to the Indians of its intent to collect such late fees if the Deficiency Payment is not paid in full during the thirty (30) day period, and (b) have all rights and remedies provided for in the Use Agreement. In the event of an uncured default by the Indians in the payment of deficiency payment, the City may declare the full amount of the Payments due from and payable by the Indians immediately.
22. Public Records. The Parties acknowledge and agree that the City is a public entity subject to Arizona State Public Records law and requirements. Regardless of any contract term, all contract documents are public records and subject to release, unless an exception is otherwise provided by law.
23. Severability. If any provision of this Consent Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Consent Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
24. Survival. Sections [[1, 3, 4, 7, 8, 9, 10, 12 and 24 – to be updated as necessary]] will survive the completion, termination and/or abandonment of this Consent Agreement.
25. Headings. The headings used in this Consent Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.
26. Agreement Terms. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain the same in full force and effect.
27. Counterparts. This Consent Agreement may be signed in counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument.



28. Authorization. Each person signing on behalf of a Party represents and warrants that they are duly and fully authorized to enter into and execute this agreement and that all of its terms are binding commitments on behalf of the person signing and the Party for which they purport to act.
29. No Boycott of Israel. Pursuant to A.R.S. §35-393 et seq., the Indians hereby certifies it is not currently engaged in, and for the duration of this Consent Agreement will not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in A.R.S. §35-393.
30. Contractor Obligations. With respect to any provisions in this Consent Agreement that impose obligations on the Contractor and its subcontractors, who are not parties to this Consent Agreement, the Indians only requirement with respect to such provisions is to take reasonable steps to ensure the Contractor and subcontractors comply with such provisions.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Consent Agreement as of May 1, 2017.

CLEVELAND INDIANS BASEBALL  
COMPANY, LLC

CITY OF GOODYEAR

\_\_\_\_\_  
Paul Dolan, President

\_\_\_\_\_  
Brian Dalke, City Manager

ATTEST:

\_\_\_\_\_  
Maureen Scott, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Roric Massey, Goodyear City Attorney

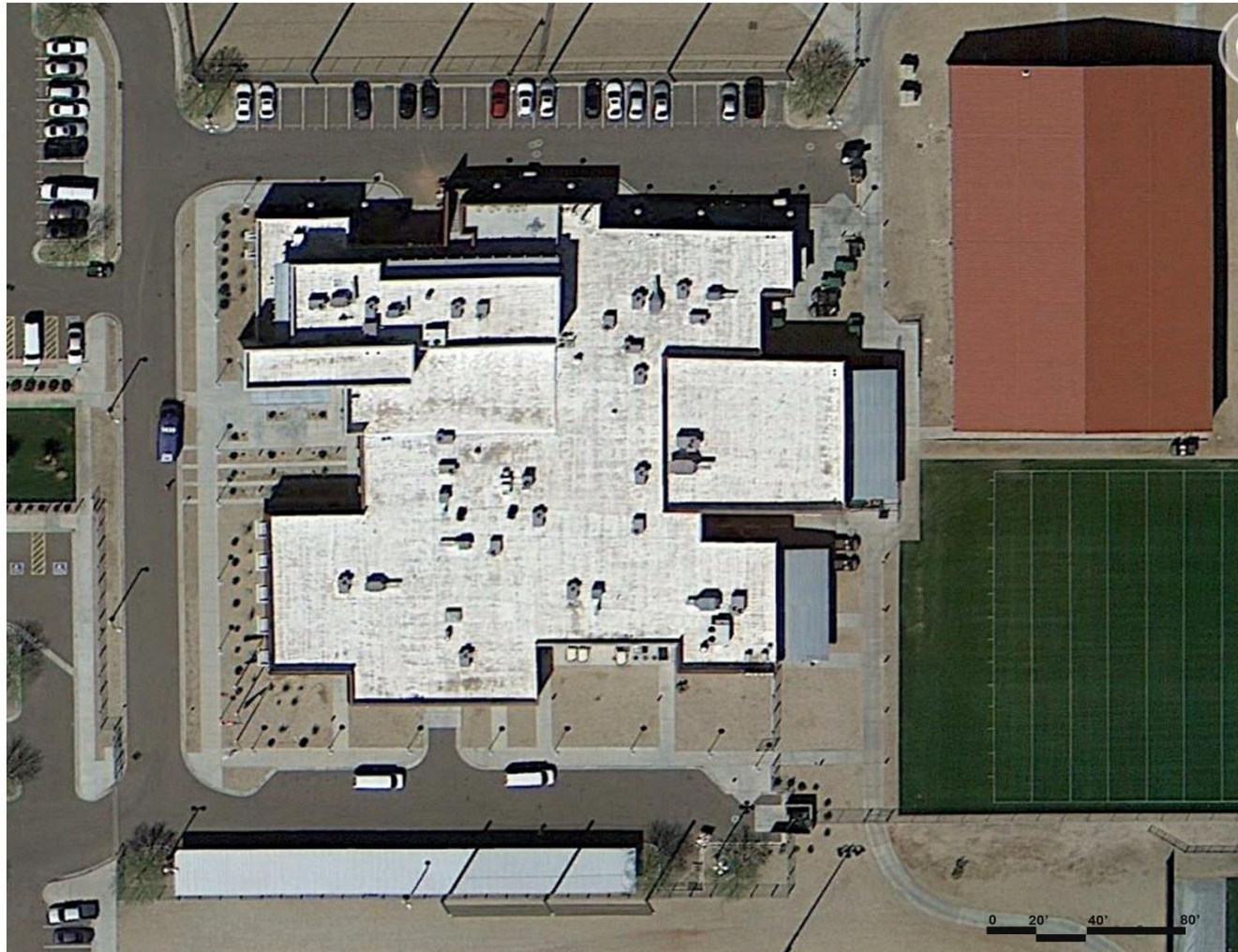
**EXHIBIT A**

**Preliminary Schedule**

**[TO COME FROM INDIANS]**

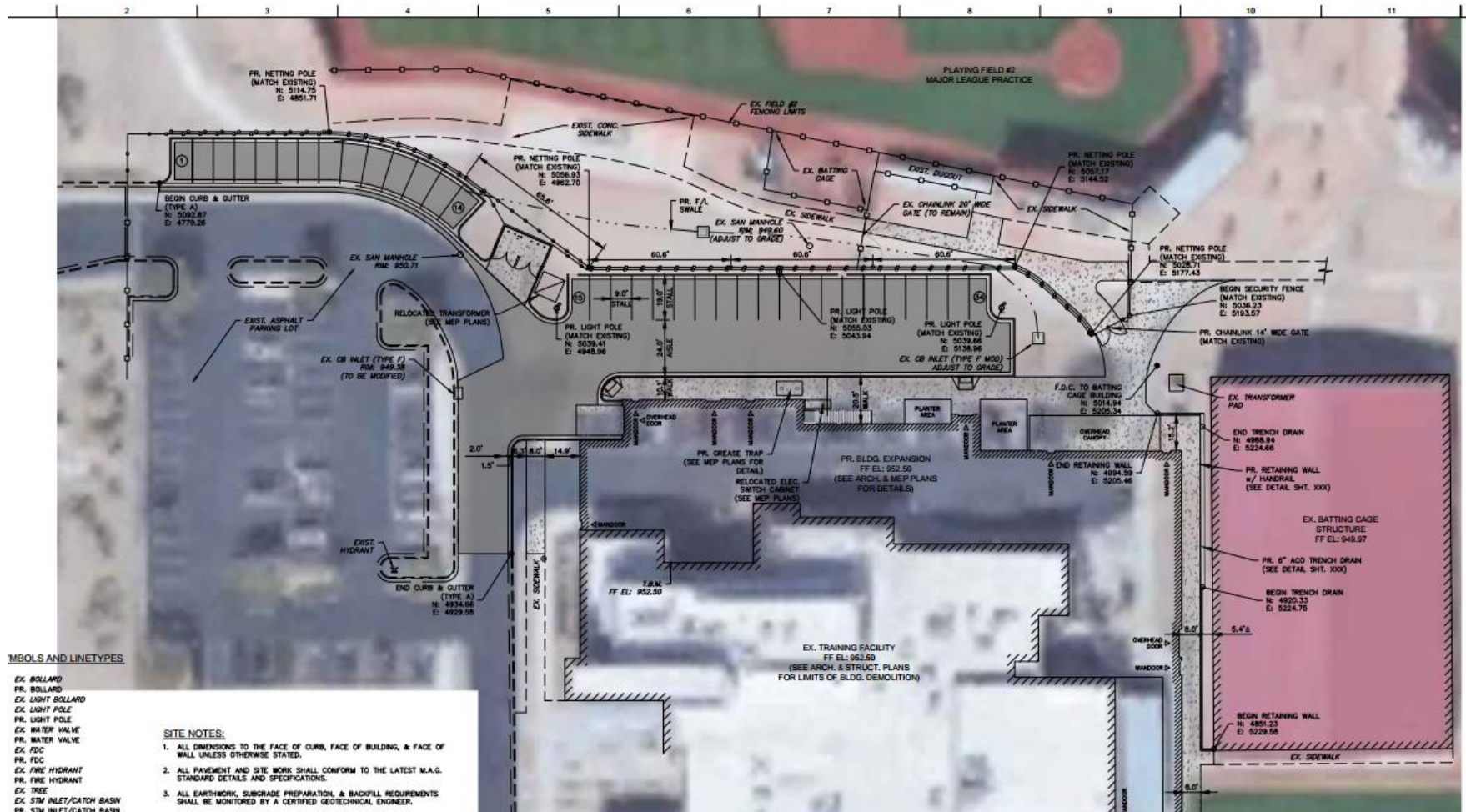
## EXHIBIT B

### Existing Site



# EXHIBIT C

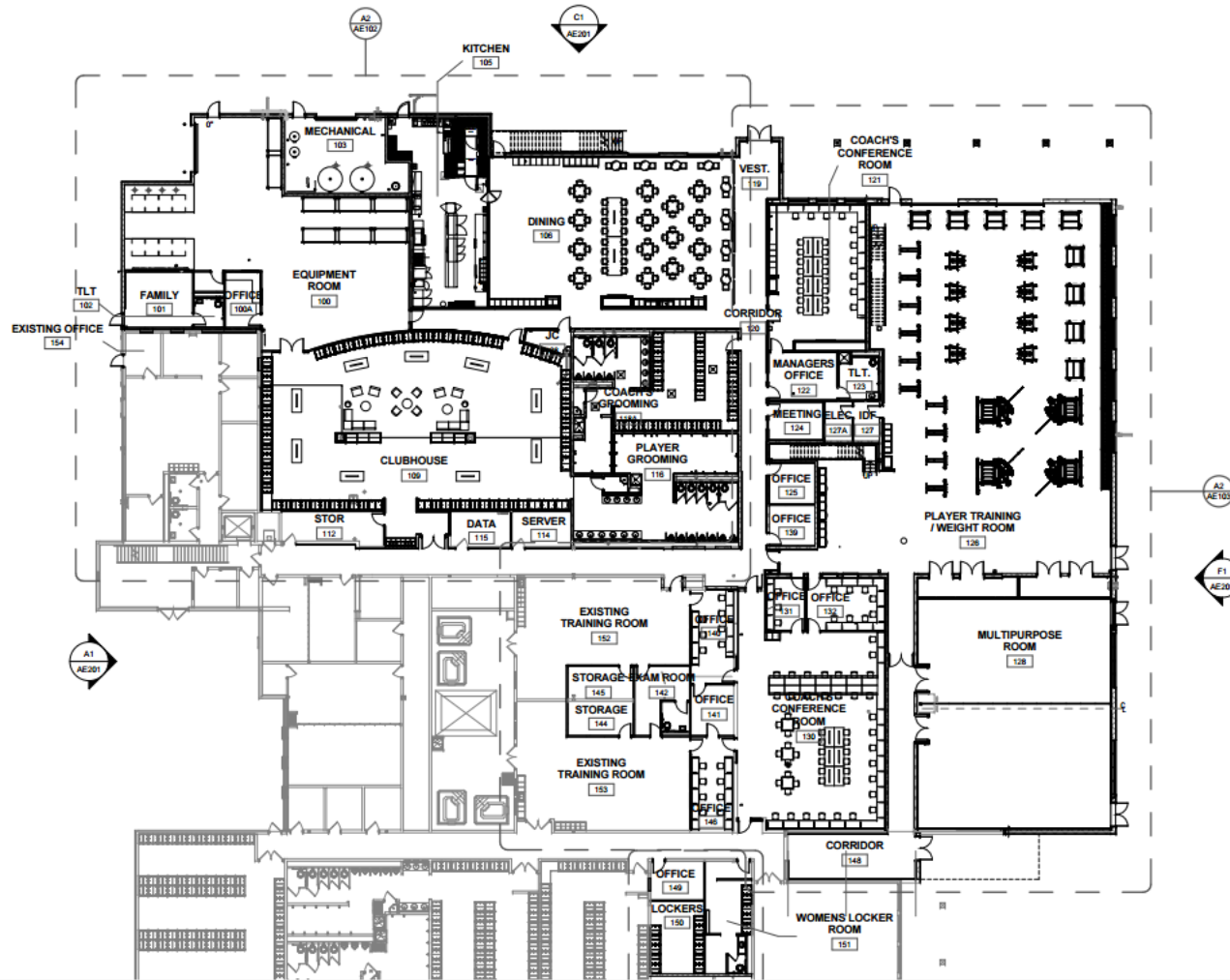
## Site Plan Overlay



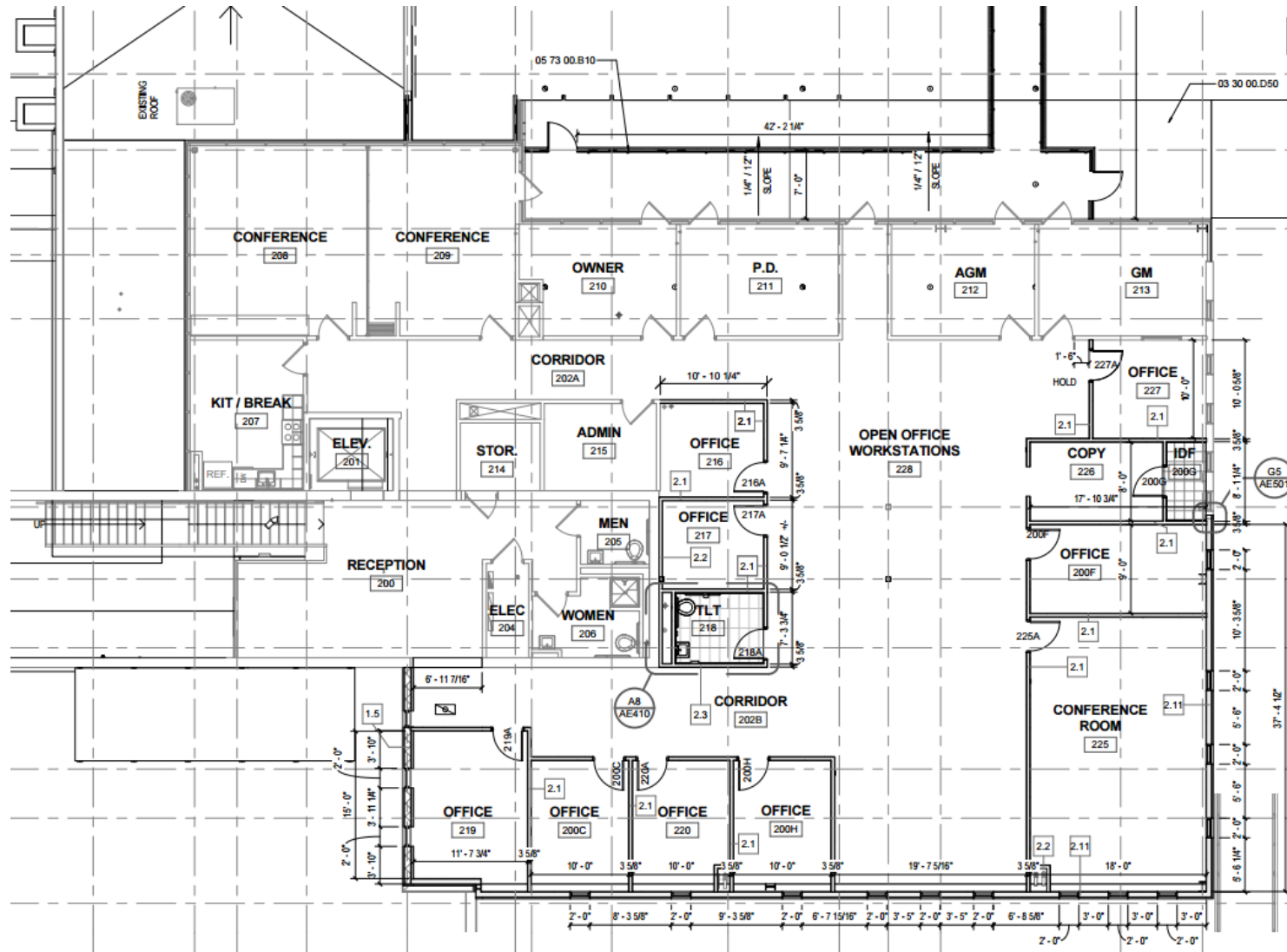


## EXHIBIT D

### First Floor Expansion and Renovation (bold depicts new or renovated areas)



**Second Floor Expansion and Renovation**  
(bold depicts new or renovated areas)



**EXHIBIT F**

**EXPANSION CAPITAL REPLACEMENT SCHEDULE FOR INDIANS 2017 EXPANSION PROJECT**

**[TO COME FROM INDIANS]**



## EXHIBIT G

### Form of Bill of Sale

#### BILL OF SALE

This Bill of Sale is executed and delivered as of \_\_\_\_\_ ("**Effective Date**"), by **CLEVELAND INDIANS BASEBALL COMPANY**, an Ohio limited partnership ("**Seller**") and is made in favor of **THE CITY OF GOODYEAR, ARIZONA**, an Arizona political subdivision and municipal corporation (the "**Purchaser**").

#### BACKGROUND

A. Seller, pursuant to that certain Consent for Major Improvements to the City of Goodyear Ballpark & Recreational Complex, dated as of May 1, 2017 (the "**Consent Agreement**" ), between Seller and Purchaser, has sold and conveyed to Purchaser the assets listed on Exhibit "A" attached hereto (the "**Assets**").

B. The terms and provisions of the Consent Agreement require, among other things, that Seller execute this Bill of Sale transferring to Purchaser the Personal Property (as defined below).

C. Capitalized terms which are used in this Bill of Sale but which are not defined specifically in this Bill of Sale will be ascribed the meanings contained in the Purchase Contract.

#### TRANSFER AND ASSIGNMENT

**WHEREFORE**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Seller by Purchaser, the receipt and sufficiency of which are hereby acknowledged, Seller makes the following conveyances:

1. Transfer of Personal Property. Seller hereby sells, transfers, and conveys to Purchaser, and its successors and assigns, all supplies, telephone systems, machinery, equipment, inventory, office supplies, records, office equipment, furnishings, furniture, appliances, signs, goodwill, trade name and all other tangible and intangible personal property owned by Seller and used in connection with the Assets (together with the Assets, collectively, the "**Personal Property**").

2. Seller Warranty. Seller warrants that it is the lawful owner of the Personal Property and hereby certifies that it has the good right to sell, transfer and otherwise convey the same to Purchaser, and that

the Personal Property is free and clear of all claims, liens and other encumbrances whatsoever. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever. Seller agrees to execute and deliver to Purchaser such certificate(s) of title or other instruments of sale, transfer, assignment and conveyance and all consents of third parties necessary thereto, in form and substance reasonably satisfactory to Purchaser, to effectively vest in Purchaser good indefeasible, marketable and merchantable title to the Personal Property, free and clear of all security interests, liens, claims or encumbrances of any nature or kind whatsoever, except those expressly assume or expressly taken subject to by Purchaser in the Purchase Contract.

3. "As Is." Except as is expressly stated in this Bill of Sale and the Purchase Contract, neither Seller nor any agent representing Seller has made any understandings, warranties, agreements, promises or representations, express or implied, which induced Purchaser to enter into this Bill of Sale. By accepting the conveyance of the Personal Property as stated herein, Purchaser acknowledges that SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY PERSONAL PROPERTY BEING CONVEYED HEREIN, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

4. Counterparts. This instrument may be signed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

SELLER:

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

EXHIBIT A to Bill of Sale

**[Description To Come]**

## **EXHIBIT H**

### **PAYMENTS**

#### **[FINAL PAYMENT SCHEDULE TO COME FROM PIC AFTER RATE LOCK]**

On May 30, 2017, as the initial consideration to the City for entering into the Consent Agreement to which this Exhibit H is attached, the Indians shall wire transfer to the City the amount of \$\_\_\_\_\_. Thereafter, the Spring Training Season Revenues and Non-Spring Training Season Revenues shall be retained in their entirety by the City as described in the Consent Agreement until the City has sufficient funds to pay the Payments in the following schedule, when due:

Payment Date		Principal Component of Payment	Interest Component of Payment
12/20/2017	\$	\$0.00	\$
6/20/2018		885,000.00	
12/20/2018		0.00	
6/20/2019		945,000.00	
12/20/2019		0.00	
6/20/2020		975,000.00	
12/20/2020		0.00	
6/20/2021		1,010,000.00	
12/20/2021		0.00	
6/20/2022		1,045,000.00	
12/20/2022		0.00	
6/20/2023		1,080,000.00	
12/20/2023		0.00	
6/20/2024		1,120,000.00	
12/20/2024		0.00	
6/20/2025		1,155,000.00	
12/20/2025		0.00	
6/20/2026		1,195,000.00	
12/20/2026		0.00	
6/20/2027		1,235,000.00	