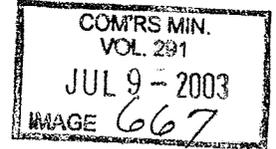


**RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR  
TO EXECUTE AN AMENDED AND RESTATED LEASE AGREEMENT  
BY AND BETWEEN THE  
BOARD OF COMMISSIONERS OF HAMILTON COUNTY, OHIO  
AND THE CINCINNATI REDS, LLC**



**BY THE BOARD:**

**WHEREAS**, the Board of Commissioners of Hamilton County, Ohio (the "Board") and The Cincinnati Reds, an Ohio Limited Partnership, (the "Partnership") entered into a Lease Agreement pertaining to the design, construction and development of new stadium facility and related improvements (the "Stadium Project") which Lease Agreement was subsequently amended by action of the Board on January 19, 2000 pursuant to a First Amendment to the Lease Agreement with the successor-in-interest to the Partnership, The Cincinnati Reds, LLC (the "Team") (which Partnership was merged into the Reds effective October 1, 1999), and amended on October 18, 2000 pursuant to an Amended Agreement (hereinafter collectively, the "Great American Ball Park Lease"); and

**WHEREAS**, the Team and the County desire to set forth their agreements regarding, among other things, responsibility and costs with respect to the Stadium Project and the Great American Ball Park and of other matters relating to implementation of the agreements between the Team and the County; and

**WHEREAS**, the County and the Team desire to enter into an Amended and Restated Lease Agreement to address issues relative to the construction, use and operation of the Stadium Project, substantially in the form of Exhibit A attached hereto (the "Lease Agreement");

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the County Administrator is authorized to execute the Lease Agreement substantially in the form attached hereto as Exhibit A (which such Agreement shall amend and restate all of the provisions of the Great American Ball Park Lease into a single document) and all documents, instruments and agreements contemplated thereby.

**BE IT FURTHER RESOLVED**, that the Clerk of the Board be and she is hereby authorized and directed to certify copies of this Resolution to Hamilton County Administrator, David J. Krings; Chief Operating Officer of the Cincinnati Reds, LLC, John L. Allen; Hamilton County Construction Project Executive, Michael R. Sieving; Counsel to the Cincinnati Reds, L.L.C., Paul V. Muething, Esq.; Hamilton County Assistant Prosecuting Attorney, Roger E. Friedmann, Esq.; Hamilton County Project Counsel, Thomas L. Gabelman, Esq.; and Hamilton County Auditor, Dusty Rhodes.

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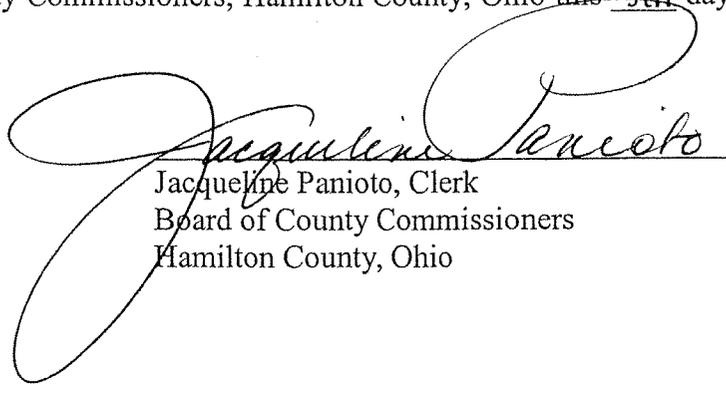
**ADOPTED** at a regularly adjourned meeting of the Board of County Commissioners, Hamilton County, Ohio, this 9th day of July, 2003.

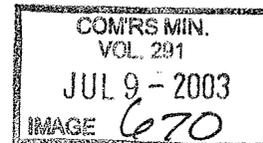
Mr. Dowlin AYE                      Mr. Portune AYE                      Mr. Heimlich AYE

CERTIFICATE OF CLERK

**IT IS HEREBY CERTIFIED** that the foregoing is a true and correct transcript of a Resolution adopted by the Board of County Commissioners, Hamilton County, Ohio in session the 9th day of July, 2003.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Official Seal of the Office of the Board of County Commissioners, Hamilton County, Ohio this 9th day of July 2003.

  
Jacqueline Panioto, Clerk  
Board of County Commissioners  
Hamilton County, Ohio



**AMENDED AND RESTATED LEASE AGREEMENT**

**By and Between**

**THE BOARD OF COMMISSIONERS OF  
HAMILTON COUNTY, OHIO**

**and**

**THE CINCINNATI REDS, LLC**

**Dated as of July 9, 2003**

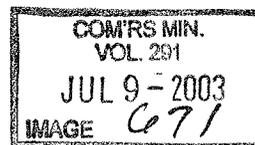


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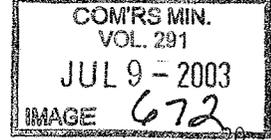
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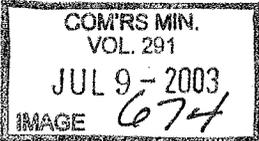
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- Exhibit A – SITE
- Exhibit B – ARCHITECTURAL PROGRAM
- Exhibit C – BUDGET
- Exhibit D – PHASE I
- Exhibit E – PHASE II
- Exhibit 8.6.1 – CROSLY TERRACE AND PLAZA RELATED AREA
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- Exhibit 32.1.1 – GEOGRAPHIC AREA FOR PARKING AND INFRASTRUCTURE IMPROVEMENTS
- Schedule I – SPECIFIED TEAM ITEMS
- Schedule II – TEAM FUNDED PROPERTY



## AMENDED AND RESTATED LEASE AGREEMENT

**THIS AMENDED AND RESTATED LEASE AGREEMENT** (this "Lease") is made as of this 9<sup>th</sup> day of July, 2003, by and between **THE BOARD OF COMMISSIONERS OF HAMILTON COUNTY, OHIO**, a political subdivision of the State of Ohio (hereinafter referred to as the "County"), and **THE CINCINNATI REDS, LLC**, a Delaware limited liability company and successor to The Cincinnati Reds, an Ohio limited partnership (hereinafter referred to as the "Team").

### Recitals

A. The Team is the holder of the franchise for Cincinnati, Ohio issued by The National League of Professional Baseball Clubs and is the owner of the "Cincinnati Reds" professional baseball team.

B. The County has designed, constructed and developed the Ball Park Project, as defined below, other than Phase II, as defined below (such completed work being, "Phase I") located primarily on the property described on Exhibit A attached hereto and incorporated herein by reference (the "Site").

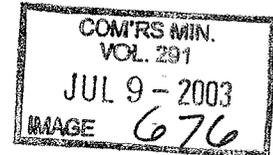
C. The County and the Team executed a Memorandum of Understanding For The Hamilton County Baseball Stadium, dated as of July 9, 1998, that included the general plan for the design, construction and development for the Ball Park Project and the Parking and Infrastructure Improvements, as defined below (the "Memorandum") and that certain Lease Agreement dated as of April 30, 1999, as amended January 19, 2000 and as amended October 18, 2000 (as amended, the "Original Lease").

D. Phase I has been completed in accordance with the Original Lease and constitutes a "Sports Facility" as defined in Section 307.696 of the Ohio Revised Code, and in connection with the construction and development of the Ball Park Project, the County has designed, constructed and developed the Ball Park Garage, as defined below, and certain related garage and surface parking herein referred to, and herein defined as, the "Parking and Infrastructure Improvements".

E. The Team, the County and the State of Ohio have agreed to be responsible for contribution of certain funds to pay the costs required to design, construct and develop the Ball Park Project and the Parking and Infrastructure Improvements.

E. The County and the Team desire to amend and restate the Original Lease with this Lease.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, the parties do hereby agree as follows:



## ARTICLE 1

### DEFINITIONS

1.1 Recitals. The foregoing Recitals are hereby incorporated herein as if fully set forth below and are material terms and provisions of this Lease representing the intent of the parties hereto.

1.2 Definitions. Certain terms are defined in the text of this Lease. As used in this Lease and unless otherwise expressly indicated, the following terms shall have the following meanings:

“Additional State Appropriations” has the meaning set forth in Section 36.

“Allocable Portion” has the meaning set forth in Section 32.1.2

“Architectural Program” means that certain program of general descriptions and requirements desired by the parties to be incorporated into the design of the Project set forth on Exhibit B attached hereto and incorporated herein by reference, which formed the basis for the preparation of the construction documents for Phase I and which shall form the basis for the preparation of the construction documents for Phase II, all of which shall be limited by the availability of funds not in excess of the Maximum County Contribution.

“Authorized Construction Representative” has the meaning set forth in Section 5.2.2.3.

“Ball Park” means the baseball park located on the Site and currently known as “Great American Ball Park”.

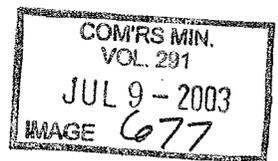
“Ball Park Garage” means the County’s parking garage facility that is located directly adjacent to and incorporated into the Ball Park and that is part of the Ball Park Project.

“Ball Park Project” means, collectively, the Ball Park and the surrounding on-site improvements designed, developed and constructed in accordance with the terms of this Lease, the Architectural Program and other related documents and includes, but is not limited to, the Ball Park, the Ball Park Administration Building, the Team Funded Property, the Crosley Terrace and Plaza Related Area, the South Plaza Concourse, the “Hall of Fame” building and all circulation elements within the foregoing such as sidewalks, walkways, ramps, elevators and escalators, and all landscaping related to the foregoing, all as more fully set forth and detailed in the Construction Documents.

“Base Rent” has the meaning set forth in Section 6.2.1.

“Base Services” has the meaning set forth in Section 13.2.

“Bid Plans” has the meaning set forth in Section 5.2.2.4.



“Budget” means the budget attached hereto as Exhibit C attached hereto and incorporated herein by reference, as the same may be amended from time to time by County.

“Capital Repairs” has the meaning set forth in Section 13.3.

“Capital Reserve Account” has the meaning set forth in Section 13.6.

“Changes” has the meaning set forth in Section 5.3.

“Cinergy Field” means the sports stadium facility known as Cinergy Field and previously known as Riverfront Ball Park.

“City” means the City of Cincinnati, Ohio.

“Commencement Date” has the meaning set forth in Section 6.1.

“Completion Date” means March 21, 2003.

“Component” means any item which is incorporated into the Ball Park Project, including, but not limited to, all structural members, seats, fasteners (such as nails, nuts, bolts and screws), parts, pieces, concrete, electronic parts, shrubs, trees, steel bars and any other item, no matter how small or inconsequential, which is incorporated therein.

“Construction Design Committee” has the meaning set forth in Section 5.2.2.3.

“Construction Documents” has the meaning set forth in Section 5.2.2.1

“Construction Manager” means Hunt Construction Group, Inc.

“County’s Costs” has the meaning set forth in Section 32.1.2.

“County Default” has the meaning set forth in Section 23.1.

“County Use Days” has the meaning set forth in Section 8.3.

“Crosley Terrace and Plaza Related Area” has the meaning set forth in Section 8.6.1.

“Default” means any act, omission, event or occurrence which, with the passage of time, the giving of notice or both could constitute an Event of Default.

“Event of Default” has the meaning given to that term in Section 22.1.

“Events” means any and all events at the Ball Park Project occurring at any time.

“Existing Manager” means Baseball Park Management Company LLC, a Delaware limited liability company.

“Expiration Date” has the meaning given that term in Section 6.1.

“Final Plans” has the meaning given that term in Section 5.2.2.4.

“Force Majeure” means a strike, lockout (provided that as to strikes or lockouts affecting the Team’s performance, Section 22.9 shall govern and control) labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party (or the other party’s agents, employees, contractors, licensees or invitees) or any other cause beyond the reasonable control of the failing party.

“GAAP” means generally accepted accounting principles in the United States of America In effect from time to time, consistently applied.

“Groundbreaking Date” has the meaning provided in Section 6.2.1.

“HOF Improvements” has the meaning set forth in Section 31.

“Improvements” means all capital improvements to the Ball Park Project.

“Initial Additional Amount” has the meaning set forth in Section 5.5.

“Initial LOC” has the meaning set forth in Section 5.5.

“Initial Term” means the period commencing on the Commencement Date and ending on October 31, 2037.

“Lease Year” means (a) for the initial Lease Year, the period commencing on the Completion Date and ending October 31, 2003 and (b) for each subsequent Lease Year, each period of twelve (12) consecutive calendar months during the Term, commencing on November 1 following the end of the preceding Lease Year and ending on the following October 31. “Lease Years” means more than one (1) Lease Year. Unless otherwise expressly provided for herein, all terms and conditions herein shall apply the same to a partial Lease Year as to a Lease Year.

“Legal Requirements” means any governmental or quasi-governmental law, ordinance, rule or regulation applicable to this Lease or the Ball Park Project promulgated by any Federal, State or local authority or agency.

“Management Agreement” means that certain Management Services Contract, dated to be effective as of March 17, 2003, among the County, the Team and Existing Manager.

“Manager” means, as the case may be, Existing Manager or New Manager, or, if the Team elects to self-manage as provided in Section 11.1.2, the Team.

“Maximum County Contribution” means the sum of (a) Two Hundred Eighty Million Dollars (\$280,000,000), plus (b) the amount added thereto (if any) pursuant to the provisions of Section 36.1, but shall not include any costs incurred for land acquisition, parking and plaza, Cinergy Field and related improvements, modifications and demolition or bond financing.

“Mediator” has the meaning set forth in Section 5.2.2.3.

“Memorandum” has the meaning set forth in the Recitals.

“MLB” means collectively, the American League of Professional Baseball Clubs, the member clubs of the American League (the “American League”), the American League President, The National League of Professional Baseball Clubs (the “National League”), the member clubs of the National League, the National League President, the Office of the Commissioner of Baseball and the Ownership Committee of Baseball.

“MLB Documents” means collectively, the Major League Agreement, the Constitution of the National League, the Major League Rules and any other rules, guidelines regulations or requirements of the Office of the Commissioner of Baseball, the Commissioner, the National League, the National League President and/or the Ownership Committee of Baseball, as applicable, all as the same now exist or may be amended or adopted in the future.

“MLB Entities” has the meaning set forth in Section 35.

“Net Revenue” has the meaning set forth in Section 10.3

“New Management Agreement” has the meaning set forth in Section 11.1.2.

“New Manager” has the meaning set forth in Section 11.1.2.

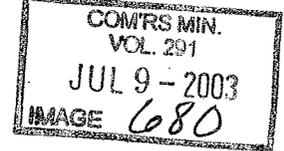
“Original Lease” has the meaning set forth in the Recitals.

“Other Events” has the meaning set forth in Section 8.4.

“Parking and Infrastructure Improvements” means the Ball Park Garage and (ii) certain other infrastructure improvements associated therewith, all as further described in Section 32.1.

“Person” means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture or any other entity, the United States, or a federal, state or political subdivision thereof or any agency or court of such state or subdivision.

“Phase I” has the meaning set forth in the Recitals and is generally depicted in Exhibit D attached.



“Phase II” means the second phase of the Ball Park Project generally described on Exhibit E attached hereto and incorporated herein by reference.

“Pre-Completion Payments” has the meaning set forth in Section 6.2.1

“Prior State Appropriation” has the meaning set forth in Section 36.

“Private Suites” means the private viewing boxes in the Ball Park.

“Project” means, collectively, the Ball Park Project and the Parking and Infrastructure Improvements.

“Project Architect” means HOK Sport + Venue + Event, a unit of Hellmuth, Obata + Kassabaum.

“Project Manager” means Parsons Brinckerhoff Ohio, Inc.

“Rent” has the meaning set forth in Section 6.2.2.

“Required Spaces” has the meaning set forth in Section 32.1.1.

“Routine Maintenance and Repairs” means doing all things necessary or appropriate to (a) keep the Ball Park Project (including, but not limited to, the Components thereof) in good order and repair which is of a routine, regular and predictable nature, (b) keep the Ball Park Project clean and free of debris, and (c) repair, maintain or replace Components of the Ball Park Project.

“Schedule” has the meaning set forth in Section 5.2.1.

“Site” has the meaning set forth in the Recitals.

“South Plaza Concourse” has the meaning set forth in Section 8.6.2.

“Specified Team Items” means those items generally described on Schedule I, as the same may be amended from time to time upon the agreement of the County Administrator and an officer of the Team.

“State” means the State of Ohio.

“Team” has the meaning set forth in the initial paragraph hereof.

“Team Committed Funds” has the meaning set forth in Section 5.5.

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"Team Funded Property" means the property described on Schedule II, as the same may be amended from time to time upon the agreement of the County Administrator and an officer of the Team.

"Team Misuse" means any event which causes damage to the Ball Park Project or any Component thereof arising out of or in connection with:

- (a) uses by the Team not permitted under this Lease;
- (b) negligent or willful acts of the Team, its employees, agents, independent contractors, representatives and assigns; or
- (c) negligent or willful acts of the Team's patrons, licensees, sublessees, guests and invitees (including visiting teams).

"Team Use Days" has the meaning set forth in Section 8.2.

"Term" has the meaning set forth in Section 6.1.

"Ticket Surtax" has the meaning set forth in Section 7.2.

"U.S. Bank Arena" means the arena to the east of the Site known as of the date of this Lease as U.S. Bank Arena and formerly known the Firststar Center and as The Crown Arena.

"Untenantability Period" has the meaning set forth in Section 20.1.

"2003 OASFC Funds" means the \$10,000,000 to be provided by the State in 2003 for the Project, through the Ohio Arts and Sports Facilities Commission, which is part of the Prior State Appropriation.

1.3 Accounting Terms. Any accounting term used in this Lease shall have, unless otherwise specifically provided herein, the meaning customarily given in accordance with GAAP, and all financial computations hereunder shall be computed, unless otherwise specifically provided herein, in accordance with GAAP.

## ARTICLE 2

### AMENDMENT AND RESTATEMENT

This Lease amends and restates the Original Lease. The mutual requirements, terms and conditions set forth in this Lease are in furtherance of and supplement the mutual requirements, terms and conditions contained in the Original Lease *provided however* that in the event there is any inconsistency or conflict between this Lease and the Original Lease, the terms of this Lease shall supersede and control. The terms and conditions of the Memorandum are superceded by, and replaced by, the terms and conditions of this Lease.

### ARTICLE 3

#### LEASED PREMISES

In consideration of County's receipt of Rent and upon the agreements contained in this Agreement, County hereby leases to the Team, and the Team hereby leases from County, the County's right, title and interest in and to the Ball Park Project to the extent expressly provided for in this Lease.

### ARTICLE 4

#### OWNERSHIP OF INTERESTS

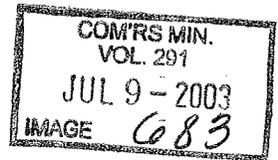
4.1 The County's Ownership Interest. It is acknowledged by the parties hereto that, at all times, as between the Team and the County, the County shall own one hundred percent (100%) of the fee interest in the Ball Park Project, the Parking and Infrastructure Improvements and the Site, except as may be expressly provided in this Lease. Notwithstanding the foregoing, the parties recognize that the County may be required or may elect to transfer all or portions of its ownership or other interest to other governmental or quasi-governmental agencies or authorities, but no such transfer shall relieve the County of its funding obligations under this Lease unless otherwise agreed to in writing by the Team.

4.2 The Team's Ownership Interest. It is acknowledged by the parties that, during the Term and subject to the provisions set forth in this Lease, the Team shall own a leasehold interest in the Ball Park Project (excluding the Site). The Team agrees that all Rent and other payments required to be made by the Team hereunder shall be made solely to the County (or its assigns or designees) and shall constitute property of the County. On the last day of the Term or upon any earlier termination of this Lease or termination the Team's right of possession of the Ball Park Project, the Team's leasehold interest shall revert to the County without the necessity of any further action by either party hereunder, *provided, however*, that upon the County's request, the Team shall execute and deliver to the County (in recordable form) all documents necessary to evidence such conveyance.

### ARTICLE 5

#### COMPLETION OF PHASE I; CONSTRUCTION OF PHASE II

5.1 Acknowledgment of Completion of Phase I. The Team acknowledges that (a) Substantial Completion, as defined in the Original Lease, of Phase I was timely attained in accordance with the Construction Documents and the terms and conditions of the Original Lease and (b) the Team taking possession of Phase I was conclusive evidence against the Team that Phase I was then in good order and satisfactory condition, subject to final completion of items set forth in the Final Completion Punch List prepared by the Project Architect.



5.2 Construction of Phase II.

5.2.1 General Design and Construction. It is the intention of the parties that the County shall cause Phase II to be constructed on the Site in accordance with (a) the MLB Documents, to the extent applicable, (b) the Final Plans and (c) the schedule for the design and construction of Phase II prepared by Project Manager (the "Schedule"). The design and construction process for Phase II shall be a cooperative mutual endeavor in which the County and the Team shall work together and the County shall ensure that the Team is actively and materially involved in the design, development and construction phases of Phase II.

5.2.2 Design and Construction Documents.

5.2.2.1 The County has caused Project Architect to prepare Schematic Design Documents, Design Development Documents and complete construction documents including, but not limited to, all architectural, mechanical and electrical drawings and specifications, and all final site plans and landscaping, setting forth in detail all construction requirements for the construction of Phase I and Phase II of the Ball Park Project (the "Construction Documents"). The Construction Documents have been submitted to the County and the Team for approval and the County and the Team hereby approve the Construction Documents.

5.2.2.2 The County has consulted with the Team and has kept the Team actively and materially involved in the design document review process. The Project Architect, in the preparation of the Schematic Design Documents, the Design Development Documents and the Construction Documents, has consulted with the Team's Authorized Construction Representative (as defined below) in order to ascertain the Team's needs and desires in connection with Phase I and Phase II and the Team's reasonable requirements have been, to the extent not inconsistent with the Architectural Program or any previously approved plans and specifications, incorporated into the plans and specifications then in process. No material changes shall be made in the Construction Documents without the prior written consent of the County and the Team. No change from a previously approved design concept shall be permitted unless the County and the Team approve such change in writing. Any changes from a previously approved design concept shall be pursuant to a written agreement executed by the County and the Team authorizing such change and specifying the cost and schedule impact associated therewith.

5.2.2.3 Within thirty (30) days after receipt of approval of the Schematic Design Documents, the Design Development Documents or the Construction Documents, as the case may be, the County or the Team, as the case may be, shall promptly notify the other party in writing of the specific objections or modifications that such party has thereto. Failure to so notify the other party within such thirty (30) day period shall be deemed to constitute approval by such party of the Schematic Design Documents, the Design Development Documents or the Construction Documents, as the case shall require. The County and the Team shall each designate one individual (the "Authorized

Construction Representative” for such party) to make or receive notice of objections or modifications and to resolve such objections or modifications as provided in this Section. If the Authorized Construction Representative for the County and the Team agree that an objection or modification is warranted, the County shall direct Project Architect to make appropriate modifications to the Schematic Design Documents, the Design Development Documents or the Construction Documents, as the case shall require, and to resubmit such documents for approval, *provided, however*, that no such modifications shall require the County to fund Ball Park Project costs in excess of the Maximum County Contribution. Such resubmitted documents shall be subject to the same procedures for making objections or modifications as are set forth in this Section. If the Authorized Construction Representative for the County and the Team do not agree within five (5) calendar days after notice of an objection is made that such objection or modification is warranted, the Authorized Construction Representatives shall meet within five (5) calendar days thereafter to mutually select a third individual, experienced in the design and/or construction of structures or elements of structures similar to those involved in such objection or modification (the “Mediator”), who shall participate in the resolution of the objection. The Mediator, the Authorized Construction Representative for the County and the Authorized Construction Representative for the Team shall comprise the “Construction Design Committee.” The Construction Design Committee, shall meet as soon as practicable thereafter, and in no event later than ten (10) calendar days after selection of the Mediator, to consider the objection or modification and determine whether the objection or modification is warranted. The determination of the Construction Design Committee, by a two-thirds (2/3) vote, shall be in writing and shall be final and binding upon the County and the Team, provided that in no event shall the County be required to accept changes that will require the County to fund Ball Park Project costs in excess of the Maximum County Contribution. Subject to the foregoing proviso, if the Construction Design Committee determines that an objection is warranted, the County shall direct Project Architect to make appropriate modifications to the Schematic Design Documents, the Design Development Documents or the Construction Documents, as the case shall require, and to resubmit such documents for approval. Such resubmitted documents shall be subject to the same procedures for making objections or modifications as are set forth in this Section.

5.2.2.4 Upon approval of the Construction Documents, such documents shall be initialed by the parties (the “Bid Plans”) and shall be submitted by the County for bids. The County will submit the Bid Plans to contractors pursuant to the County’s public bidding process. Upon completion of bidding for each phase or component of Phase II, if the lowest and best bid is less than the allocable portion of the Maximum County Contribution and Team Committed Funds for such phase or component, the Bid Plans shall be deemed the “Final Plans”. In the event that the lowest and best bid for such phase or component exceeds one allocable portion of the Maximum County Contribution and Team Committed Funds for such phase or component, the parties shall, during the next sixty (60) days, revise the Bid Plans for such phase or component to reduce the scope of the work or substitute materials or work and solicit revised bids. The Bid Plans, as the same may have been revised pursuant to the provisions of this Section,

shall, if the new bids do not exceed the allocable portion of the Maximum County Contribution and Team Committed Funds, be deemed the Final Plans.

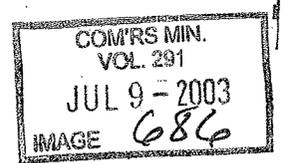
5.2.2.5 In the event that after the expiration of such sixty (60) day period, the cost of the work continues to exceed the Maximum County Contribution and Team Committed Funds, then the County may within sixty (60) days after the expiration of the aforesaid period: (i) increase the Maximum County Contribution, or (ii) submit revised Bid Plans (which may reduce the scope of the work and/or substitute materials or work) to Team. If the County makes no election it will be deemed to have elected to increase the Maximum County Contribution and Team Committed Funds to an amount equal to the lowest bid. If the County elects to submit such revised Bid Plans, Team, by written notice to the County, within fifteen (15) days after receipt of such revised Bid Plans, may either (i) accept such revised Bid Plans, or (ii) reject such revised Bid Plans. If Team makes no election it will be deemed to have accepted the revised Bid Plans. If the Team accepts or is deemed to have accepted such revised Bid Plans, the County shall re-submit the Bid Plans through the bidding process. Upon completion of the bidding, the provisions of Section 5.2 regarding bidding shall apply. Until this Agreement is terminated by either party, the County may continue to propose revisions to the Bid Plans in the manner hereinabove provided, and the procedures set forth herein shall be applicable to such revisions.

5.3 Changes. Team shall have the right to request that the Authorized Construction Representative for the County direct Project Architect to make changes ("Changes") in the Final Plans, which Changes, if approved by Project Manager, shall be reflected in amendments to and shall be for all purposes incorporated in the Final Plans, provided that all of the following conditions are satisfied:

5.3.1 Project Architect and the Construction Manager confirm that each such Change shall not result in a material delay in completion of Phase II.

5.3.2 The County, in its reasonable judgment, has not determined that such Changes will materially and adversely affect the aesthetics or structural integrity of Phase II or increase the cost of performing Capital Repairs; and

5.3.3 The aggregate increased cost of such Changes (including for such purpose the design fees of Project Architect and the management fees of the Construction Manager and Project Manager for making the Changes) shall not exceed the aggregate of any reductions in costs effectuated by such Changes or any other cost reductions experienced as a result of any other changes in the Final Plans; *provided, however*, if such aggregate increased cost exceeds the aggregate of any such reductions, this condition will be deemed satisfied if the Team deposits funds sufficient to pay such excess.



5.4 Construction Insurance.

5.4.1 The County shall carry, or cause the Construction Manager to carry, Comprehensive General Liability Insurance in the minimum limit of not less than Twenty-Five Million Dollars (\$25,000,000.00) combined single limit during construction of the Ball Park Project.

5.4.2 The County shall carry or cause its architects and engineers to carry, relative to the design of and work on the Project, Architects' and Engineers' Professional Liability Insurance with a minimum limit of not less than Ten Million Dollars (\$10,000,000.00) per claim.

5.4.3 The County shall maintain or cause to be maintained All Risk Builders Risk Insurance with Flood and Earthquake for the replacement cost of the Ball Park Project and the Ball Park Garage during all periods that the Project is under construction, reconstruction or expansion. The Team shall be named an additional insured and loss payee with respect to all such policies provided that all insurance proceeds (other than any proceeds paid with respect to any property of the Team) are to be paid over to County for any restoration work to be performed.

5.4.4 The County shall (a) maintain worker's compensation insurance in the statutory amount and cause contractors to do likewise during all periods of construction on or with respect to the Project, and (b) carry and cause contractors to carry employer's liability (Ohio Stop Gap) insurance in an amount not less than \$500,000.00 per accident, \$500,000.00 per disease and \$500,000.00 policy limit on diseases.

5.4.5 The County shall carry and shall cause the Construction Manager and subcontractors working on or at the Project to carry automobile liability insurance, including owned, non-owned, leased and hired motor vehicle insurance coverage, with limits of not less than \$1,000,000.00 combined single limit for bodily injury or death and property damage.

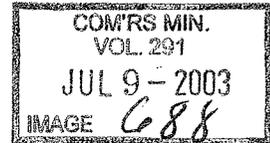
5.4.6 The County may elect to self-insure for any of the foregoing risks, at its sole election. Except with respect to any self-insured risk, all insurance required pursuant to this Section 5.4 shall be carried with insurance companies rated A minus VII or better by the current Best's Key Rating Guide or the equivalent in subsequent editions, and authorized to do business in the State, or otherwise reasonably acceptable to the Team. All policies shall (a) name the Team as an additional insured; (b) stipulate that such insurance is primary and is not additional to any insurance carried by the Team; (c) waive any and all rights of subrogation against the Team with respect to the insurance required by Section 5.4.3, (d) contain within the policy or by endorsement a cross liability or severability of interest clause; and (e) provide that the insurance may not be canceled without at least sixty (60) days prior notice being given by the insurer to the Team.

5.5 Construction Approvals: General Limitation on County Expenditures. Wherever in the provisions of Article 5 the approval of either the County or the Team is required, such approval shall not be unreasonably withheld or delayed. The Team acknowledges that based on the information to date regarding Phase I and the current projections with respect to Phase II, the costs associated with construction of the Ball Park Project will exceed the Maximum County Contribution; accordingly, at such time that the Project Manager and/or the Construction Manager update and complete the reforecast of the estimated projected cost for final completion of Phase I and the projections for Phase II, the difference between the estimated projected costs of the Ball Park Project and the Maximum County Contribution shall be determined (such difference being, the "Initial Additional Amount"). Within 30 days after the determination of the Initial Additional Amount, the Team shall cause a lending institution acceptable to the County to issue to the County a letter of credit in form and substance acceptable to the County in the amount of the Initial Additional Amount (the "Initial LOC"). If, at any time and from time to time, after determination of the Initial Additional Amount (a) it is determined by the County that costs associated with construction of the Ball Park Project, in its reasonable judgment, will be less than the Maximum County Contribution plus the Initial Additional Amount, or (b) the Team elects to reduce the Initial LOC by paying to the County, in immediately available funds, by wire transfer, any or all of the Initial Additional Amount, then, in either such case, the Initial LOC shall be reduced by the amount of such reduced costs or wire transfer, as the case may be. If, at any time and from time to time, after determination of the Initial Additional Amount it is determined by Project Architect, Project Manager, the County or the Team that costs associated with construction of the Ball Park Project, in their reasonable judgment, will exceed the Maximum County Contribution plus the Initial Additional Amount, then, in addition to the Team's obligation to cause the issuance of the Initial LOC to be issued, (a) the Team shall agree to fund the entirety of such additional cost as and when incurred and provide security (of an "investment grade" level sufficient for the County to issue tax exempt bonds to finance the Maximum County Contribution), in the form of a completion guaranty, payment and performance or other bonds, letters of credit or other security in form and substance acceptable to the County evidencing the Team's ability to provide such funding when incurred, (including approved increases to the Initial LOC) or (b) the Team shall agree to items or scope to be eliminated from Phase II to reduce the cost of construction of the Ball Park Project by any amount the Team does not agree to fund pursuant to (a) above, and, if (b) applies, thereafter the County and the Team shall direct Project Architect regarding modifications to the documents in question which shall be made to reduce Ball Park Project costs as required to meet budget (as budget may be modified to include any funding commitments from the Team described in (a) above. For purposes of this Lease, any amounts the Team has agreed to fund (and secure) as provided in (a) above shall be referred to as the "Team Committed Funds." Under no circumstances shall the County be required to expend funds in excess of the Maximum County Contribution.

5.6 Target Completion Date. With respect to Phase II, the target completion date for (a) the remainder of the Ball Park Garage and the plaza for the "Hall of Fame" building area is April, 2004 and (b) the "Hall of Fame" building shell is July, 2004.

ARTICLE 6

TERM AND RENT



6.1 Term. The term of this Lease (hereinafter referred to as the "Term") shall commence on June 16, 1999 (the "Commencement Date") and end on October 31, 2037 (hereinafter, as the same may be extended or sooner terminated as hereinafter provided, referred to as the "Expiration Date").

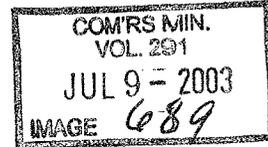
6.2 Rent.

6.2.1 Base Rent; Pre-Completion Payments. The Team shall pay an annual base rent ("Base Rent") to the County during the Term in accordance with the following schedule:

<u>Lease Year</u>	<u>Annual Base Rent</u>
1-9	\$2,500,000.00
10-35	\$1.00

Base Rent payable for the first Lease Year, which the parties acknowledge is less than one calendar year, shall not be prorated based on the actual number of days of such partial year falling within the Term. In addition to the foregoing, the County acknowledges receipt of the Team's payment to the County, as required in the Original Lease, of (i) \$10 Million on or about August 17, 2000 (the "Groundbreaking Date"); and (ii) an additional \$10 Million on or about August 17, 2001, the first anniversary of the Groundbreaking Date; and (iii) with respect to the final \$10 Million pre-completion payment set forth in the Original Lease, the County acknowledges that the Team's payment of approximately \$11,000,000 to acquire Team Funded Property, which funding was made in accordance with the second sentence of Section 4.3.4 of the Original Lease, will upon the Team's assignment of all right, title and interest in the Team Funded Property pursuant to Section 14.2, automatically be deemed to satisfy the Team's obligation with respect to final pre-completion payment required hereunder. The payments described in clauses (i), (ii) and (iii) are the "Pre-Completion Payments". The Team and County hereby acknowledge that a complete and detailed inventory listing of the Team Funded Property is being prepared and upon completion and approval by the Team and the County, the same shall be substituted in place of the Schedule II attached hereto.

6.2.2 Manner and Time of Payment. Base Rent and all other amounts becoming due from or payable by the Team hereunder (hereinafter collectively referred to as "Rent"), other than the Pre-Completion Payments which shall be paid as and when required in Section 6.1, shall be paid on or before April 1 of each Lease Year in lawful money of the United States to the County at the office of the County, or as otherwise designated from time to time by written notice from the County to the Team. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease, and Rent shall be paid without any setoff, abatement, counterclaim or deduction whatsoever except as may be expressly provided herein.



## ARTICLE 7

### TAXES

7.1 Payment of Taxes. If at any time during the Term the Project is not exempt from the imposition of real estate taxes and personal property taxes, the parties agree that such impositions shall be paid by the County. The foregoing shall not be deemed to include any personal property taxes assessed against the Team arising out of or relating to (a) property owned or controlled by the Team, (b) the Specified Team Items, or (c) the HOF Improvements, all of which taxes shall be paid solely by the Team.

7.2 Ticket Surtax. The Team recognizes the imposition by the County of a \$0.25 per ticket surtax (the "Ticket Surtax") payable as of the date of the Original Lease for tickets sold by the Team and the Team shall not object to the continuance by the County of the Ticket Surtax; *provided however*, that if such Ticket Surtax is not charged generally for tickets sold for professional football games at Paul Brown Stadium, for Other Events, or for other for-profit events held at the Ball Park or Paul Brown Stadium for which an admission charge is collected, the County covenants that the Ticket Surtax shall not thereafter be charged in connection with ticket sales by the Team. In addition to the foregoing, neither the County nor any County entity shall seek an increase in the amount of Ticket Surtax during the Term without the prior written consent of the Team, provided that an increase imposed by the County in excess of the foregoing amount without the Team's consent shall not constitute a County Default, however in such event the County, on or before December 31 of the season in which such excess is charged, shall pay to the Team the amount of such excess paid (in excess of \$0.25 per ticket) directly or indirectly by the Team. In the event the County fails to make such payment, the Team, in addition to any other rights or remedies available to it under this Lease, shall have the right to off-set any amounts the County owes the Team against any amounts the Team owes the County under this Lease.

## ARTICLE 8

### USE OF BALL PARK PROJECT

8.1 Team's Use. During the Term, the Team and its officers, managers, directors, agents, employees, contractors, licenses, invitees and guests shall be entitled to possession and use of the Ball Park Project for the following purposes and no other purposes:

8.1.1 To play or conduct MLB pre-season, regular season and post-season home baseball games and any other MLB sponsored games or events, such as an "All-Star Game" and, during the times the Ball Park is used for the playing of such games or events, to stage activities attendant to the game or event on the playing field, except that the Team shall not stage any activity (a) that is detrimental to the health, safety or welfare of the people at the Ball Park or (b) that is detrimental to the Ball Park Project.

8.1.2 On all other days during the MLB regular season when the Team is at home, for regular Team practices.

8.1.3 To conduct bona fide baseball-related activities, such as special team practices or fan appreciation Events on not more than four (4) days per Lease Year; *provided, however*, that (a) such Events shall be scheduled in a manner which will minimize interference with previously scheduled Other Events or Events held on County Use Days or dates reserved for Other Events or County Use Days and (b) the Team shall provide the County notice of the scheduling of any such practice or Event at least ninety (90) days prior to the date thereof.

8.1.4 During the period immediately prior to the MLB amateur draft for up to ten (10) days to conduct try-out camps and activities associated with such try-outs; provided that the Team shall provide the County notice of the scheduling of any such activities at least ninety (90) days prior to the date thereof.

8.1.5 To occupy, and conduct day-to-day business in, the Team's office space in the Ball Park.

8.1.6 To conduct any and all other activities which, from time to time during the Term, are associated with or are conducted in connection with, the conduct of a MLB team.

8.2 Team Use Days: Exclusive Possession. The days on which the Team is entitled to possession and use of the Ball Park Project for the purposes described in Sections 8.1.1 through 8.1.4 are herein referred to as "Team Use Days." The Team shall have the exclusive right to possess and use the Ball Park Project on Team Use Days, subject to the County's right to inspect the Ball Park Project, make Capital Repairs and make Improvements.

8.3 County Use. During the Term, the County and its guests and invitees shall be entitled to the exclusive possession and use of the Ball Park Project for up to four (4) days per Lease Year (herein referred to as "County Use Days") for bona fide Events sponsored by the County, related to operations of the County and not of the nature customarily booked by a national promotional firm; provided that County Use Days (a) shall not occur on Team Use Days, including those of which the County has been given the required prior notice, and (b) shall be scheduled in a manner which will minimize interference with Team Use Days and Other Events.

8.4 Other Events. Throughout the Term, the County and the Team shall jointly engage a national promotional firm to book other suitable Events at the Ball Park Project (herein referred to as the "Other Events"). Other Events shall be scheduled so as not to conflict or coincide with any Team Use Days.

8.5 Limitations Upon Use. Anything herein to the contrary notwithstanding, the Team's right to exclusive possession and use of the Ball Park Project shall be subject to the following limitations:

8.5.1 Without the prior written consent of the County, the Team shall not make, cause or authorize any Routine Maintenance and Repairs or Capital Repairs that:

- (a) Interfere with the safe, normal and satisfactory use, operation and maintenance of the Ball Park Project;
- (b) Create safety hazards; or
- (c) Adversely affect the value of the Ball Park Project.

8.5.2 The Team shall cause the Ball Park Project to be used and operated in strict compliance with all Legal Requirements and in compliance with all MLB Documents.

8.5.3 The Team shall not commit, or allow others to commit, any waste with respect to the Ball Park Project.

8.5.4 The Team shall not commit or permit any Team Misuse to occur.

8.6 Areas Available for Pedestrian Access and Public Use. Notwithstanding the exclusive lease by the County to the Team of the Ball Park Project pursuant to the terms and conditions herein, the County and the Team acknowledge and agree that certain areas of the Ball Park Project shall be open to and available for pedestrian access and public use as described herein.

8.6.1 Crosley Terrace and Related Plaza Access. The County and the Team acknowledge and agree that the area depicted in Exhibit 8.6.1 attached hereto and incorporated herein by reference ("Crosley Terrace and Plaza Related Area") shall be available for pedestrian access and public use twenty-four (24) hours a day, three hundred sixty-five (365) days a year. Such access includes that area depicted in Exhibit 8.6.1, as well as the vertical circulation elements, including stairs, elevators and escalators that provide public and pedestrian access to and from the Crosley Terrace and Plaza Related Area and U.S. Bank Arena. As delineated in Exhibit 8.6.1, three specific areas of the Crosley Terrace and Plaza Related Area will only be available for public access on non-MLB game days.

8.6.2 South Plaza Concourse Area. The County and the Team acknowledge and agree that the area depicted in Exhibit 8.6.2 attached hereto and incorporated herein by reference, as well as the vertical circulation elements, including stairs and ramps to and from the South Plaza Concourse (collectively, the "South Plaza Concourse") shall be available for pedestrian access and public use between the hours of 7:00 a.m. and 11:00 p.m. on all calendar days during the year except for those days on which the Team is

scheduled to play a MLB game in the Ball Park and for a seven day period immediately prior to the first MLB game to be played in the Ball Park in each Lease Year. It shall be the obligation of the Team to unlock the gates along Mehring Way and the South Plaza Concourse which provide access to the South Plaza Concourse at approximately 7:00 a.m. and to lock such gates and secure the South Plaza Concourse at approximately 11:00 p.m. each day. The South Plaza Concourse shall not be open to the public, at any time, on those dates on which the Team is scheduled to play a MLB game in the Ball Park.

The Team and the County acknowledge and agree that from time to time during the Term that South Plaza Concourse may require repair, maintenance or other operational modifications and, as a result, all or part of the South Plaza Concourse may need to be closed for such purposes. The Team shall provide the County with reasonable advance notice of its request to close public access to the South Plaza Concourse. The County's approval of the Team's request to close public access to the South Plaza Concourse shall not be unreasonably withheld or delayed. The Team may also close the South Plaza Concourse without the consent of the County in the interest of public safety.

## ARTICLE 9

### ADVERTISING AND SIGNS

9.1 Advertising Rights. The Team shall hold all advertising rights in and to the Ball Park including permanent and transitory advertising and including, but not limited to, scoreboard advertising, video board advertising, public address advertising and exterior message board advertising. Except as otherwise provided in Section 9.5, the Team shall have the exclusive right to sell and maintain such advertising panels and maintain signs and other advertising on the Ball Park scoreboard, video board and message board and, in addition, may, at its expense and subject to compliance with all Legal Requirements, erect additional signs in the Ball Park for such advertising which do not materially and adversely affect the Ball Park structure. The Team may determine the size, form and content of such advertising. Additional informational and directional signs of a non-advertising nature may be erected by the Team, at its expense, from time to time subject to the reasonable approval of the County. The County shall have no right to sell, maintain, erect or construct advertising in the Ball Park.

9.2 Other Advertising. The Team may conduct, or permit to be conducted, in the Ball Park, any and all other forms of advertising not affixed to the structure, which in the Team's sole discretion it may deem appropriate, including but not limited to any advertising in Ball Park concourses, any advertising to be worn or carried by the Team's or any concessionaires, personnel, promotional Events sponsored by advertisers, logos or other forms of advertising to be affixed to or included with cups, hats, t-shirts and other concession items or giveaways, and any and all other forms of such advertising or promotion.

9.3 Exterior Signs. The Team shall not have the right to place other advertising on or outside of the structure of the Ball Park, excepting only identification (e.g. name of Ball Park) signage or advertising on an exterior message board. The placement of identification or

advertising signage on buildings which are part of the Ball Park Project but outside the Ball Park and are appropriate for identification or advertising may be done by the Team with the prior written consent of the County, which consent shall not be unreasonably withheld.

9.4 Review Rights. The County shall have a reasonable right of approval of all advertising and exterior signs. Such approval may be withheld only if in the County's reasonable judgment such advertising or exterior signs materially detract from the aesthetics of the Ball Park, violate any Legal Requirements or offend general community standards. Prior to installing any such advertising or exterior signs, the Team shall submit plans therefor to the County for its approval. Notwithstanding the foregoing, Team may at its own risk utilize any advertising which does not violate any Legal Requirements without the County's approval, provided that if it is ultimately determined that the County would have been entitled to withhold consent thereto, the Team shall be required to remove such advertising at its cost and expense.

9.5 County Rights. The County shall have the right to use the Ball Park scoreboard, video board and message board, and all other Ball Park signage normally used for game-day operations, on County Use Days and on days on which Other Events are presented. On County Use Days, the County will (a) engage those personnel typically used by the Team for operation of such signage and will pay the standard rates payable to such personnel for such work and (b) pay all operating expenses, including utilities, used or incurred on such days in connection with such signage.

## ARTICLE 10

### REVENUE RIGHTS AND OTHER PAYMENTS

10.1 Team Use Day Revenue. During the Term, the Team shall have the right to receive all revenues accruing from operation of the Ball Park Project on Team Use Days including, but not limited to, ticket revenue, private suite revenue, club seating revenue, seat license revenue, broadcast rights revenue, concessions and novelty revenue, net parking revenue from the Required Spaces as provided in Article 32 or additional parking spaces agreed to by the County in writing, advertising revenue and any other revenues earned from operation of the Ball Park Project on Team Use days and not specifically allocated to the County under the terms of this Lease.

10.2 Other Team Revenue. The Team shall also have the right to receive all revenues from the following sources:

(a) Any advertising conducted or permitted by the Team in accordance with Article 9;

(b) The operation of the Ball Park clubs, Hall of Fame, gift shops, club lounges and restaurants within the Ball Park (year-round revenues therefrom shall be received by the Team except as otherwise provided below);

(c) Concessions sold at the Ball Park, including the year-round revenues from any gift shop or novelty store that is part of the Ball Park Project; and

(d) The Team shall have the right to receive all revenues from the sale of naming rights to the Ball Park, provided that the County shall retain the right to approve any name to be used to identify the Ball Park. If required, the County shall enter into agreements in form and substance acceptable to the County with the sponsor or party providing naming rights sale revenues hereunder.

Notwithstanding Section 10.2(b), it is understood and agreed that in the event at any time during the Term, the Team (or its agents or concessionaires) elects not to operate, fails to operate or ceases to operate any Ball Park club, club lounge or restaurant which is designed and constructed as part of the Ball Park or added thereafter for reasons other than a Force Majeure event, the County shall provide written notice of such failure to the Team and, unless such facilities are in full operation within thirty (30) days following the date of the County's notice, from such thirtieth (30th) day through the remainder of the Term the County shall have the exclusive right to operate any or all of such facilities and derive all revenues therefrom on a year-round basis.

10.3 Other Events Revenue. The "Net Revenue" received from Other Events shall be divided equally between the County and the Team. As used in this Section 10.3, "Net Revenue" means the gross revenues received from the sales of tickets, rental fees and parking revenues relating to such Other Events, less all costs and expenses incurred by the County or the Team in connection with such Other Events including, but not limited to, the following: (a) management, promotional or other fees and commissions paid; (b) security costs; (c) additional insurance costs; (d) cleaning and maintenance expenses; and (e) the costs of protecting the playing field and of restoring the condition of the field, to the extent that such costs are necessitated by damage occurring during such Other Events.

10.4 County Use Days Revenue. The County shall have the right to receive all revenues earned from the holding of Events on County Use Days and shall bear all operating and other expenses associated with the use of the Ball Park on such days including reimbursement for the cost of utilities used by the County on such days, but excluding (a) the costs and expenses associated with use or operation of the Team's office space or other areas as to which the Team is entitled to exclusive possession or the right to receive revenues on a year-round basis, and (b) the costs and expenses associated with the Base Services, as defined below.

## ARTICLE 11

### MANAGEMENT OF BALL PARK PROJECT

#### 11.1 Management Generally.

11.1.1 While Management Agreement Effective. Effective as of March 17, 2003 and continuing until expiration or earlier termination of the Management Agreement, the

management of the Ball Park Project is governed by, and subject to the terms and conditions of, the Management Agreement.

11.1.2 After Termination or Expiration of Management Agreement. Commencing on the date that the Management Agreement expires or is terminated, and thereafter until the end of the Term, the Team shall retain a qualified third-party manager with experience in managing facilities ("New Manager"), which will have complete responsibility for the general management and operation of the Ball Park Project. The New Manager shall be selected by the Team subject to the County's approval, which approval shall not be unreasonably withheld. Such management shall be performed pursuant to a management agreement approved in writing by the County (the "New Management Agreement"). Notwithstanding the foregoing, the Team shall have the right, prior to execution of the New Management Agreement or renewal of the Management Agreement, to seek the County's approval to self-manage Ball Park operations, which request shall be considered by the County using the same criteria as are used to evaluate the qualifications of proposed third-party managers.

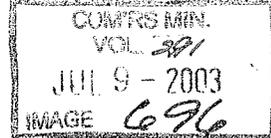
11.1.3 Conflict. The mutual requirements, terms and conditions set forth in the Management Agreement and that would be set out in the New Management Agreement are in furtherance of and supplement the mutual requirements, terms and conditions contained in this Lease; *provided however* that in the event there is any irreconcilable inconsistency or conflict between this Lease and the Management Agreement, or the New Management Agreement, as the case may be, the terms of this Lease shall supersede and control.

11.2 Team Use Day Operations: Team Responsibility. Except as provided in Section 11.3, the Team shall have full and complete responsibility, at the Team's sole cost and expense, for the operation and management of the Ball Park Project on all days, including, but not limited to, the employment of all security, crowd control, utilities, maintenance, cleaning, landscaping and other personnel (including independent contractors) required for such operation and management on such days.

11.3 Team Use Day Operations: County Responsibility. Notwithstanding Section 11.2, the County shall be responsible for the following costs associated with the use of the Ball Park:

- (a) the costs of acquiring and maintaining the appropriate public liability, property and casualty insurance for such activities; and
- (b) Capital Repairs as provided in Section 13.3.

11.4 Utilities. Effective as of the Completion Date, the Team shall purchase all utility services, including, but not limited to, gas, fuel, water, sewerage and electricity, from the utility or municipality providing such service, and shall pay for such services directly to provider when such payments are due. Notwithstanding the foregoing, County shall contribute toward the costs of the utilities used at the Ball Park on days other than County Use Days in an amount equal to \$612,500 for the Lease Year ending October 31, 2003 and an amount equal to such amount compounded annually at the rate of five percent (5%) per year over the prior payment for each



Lease Year thereafter (e.g. Lease Year 2 - \$643,125; Lease Year 3 - \$675,281, etc.). Such County contribution shall be made within 10 business days after the end of each Lease Year.

11.5 Regulations Regarding Utilities and Services. The Team agrees to cooperate fully, at all times, with the County in abiding by all reasonable regulations and requirements which the County may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Ball Park Project. Throughout the Term, the County and its contractors shall have free access to any and all areas of the Ball Park Project to the extent necessary or desirable in connection with Capital Repairs and the Team agrees that there shall be no construction of partitions or other obstructions which might interfere with access to or the moving of servicing equipment to or from the enclosures containing said areas. The Team further agrees that neither the Team nor its employees, agents, licensees, invitees or contractors shall at any time tamper with, adjust or otherwise in any manner affect the Ball Park Project in a manner which could violate any warranties in effect regarding same or result in any Capital Repairs or any Improvements.

## ARTICLE 12

### CONDITION OF BALL PARK PROJECT

Except as expressly provided in this Lease, no promises of the County to alter, remodel, improve, repair, decorate or clean the Ball Park Project or any part thereof have been made, and no representation respecting the condition of the Ball Park Project has been made to the Team by or on behalf of the County.

## ARTICLE 13

### MAINTENANCE AND REPAIR

13.1 General Allocation of Responsibilities. It is the purpose of this Article to allocate the responsibilities between the County and the Team for making repairs, restorations and replacements of and to the Ball Park Project which are necessary during the Term and for paying the cost of such repairs, restorations and replacements. The general overriding principles underlying such allocations (but subject in all events to specific provisions hereof) are that: (i) the Team, through Manager, is responsible for performing, or causing the performance of, Routine Maintenance and Repairs at its sole cost and expense and (ii) the County is responsible for performing, or causing the performance of, Capital Repairs (as defined in Section 13.3) and the County is responsible for paying the cost of Capital Repairs. Notwithstanding the foregoing, the County shall have no obligation whatsoever with respect to Capital Repairs at any time that an Event of Default (as defined in Section 22.1) exists.

13.2 Routine Maintenance and Repairs. The Team, through Manager, shall provide all planning, labor, personnel, administration, subcontractors, supervision, materials and all other services required to efficiently and professionally operate, manage and maintain the Ball Park

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Project (collectively, the "Base Services"), which Base Services shall be provided promptly and diligently in a good and workmanlike manner so as to maintain the Ball Park Project as a safe, "first-class" sports and entertainment complex, in good repair and good operating condition. The provision of the Base Services shall be on a year-round basis during the Term (including, but not limited to, in respect of Other Events and on County Use Days). The Team further agrees that the Base Services include the Routine Maintenance and Repairs. Routine Maintenance and Repairs do not include repair or replacement required as a result of ordinary wear and tear. Examples of Routine Maintenance and Repairs include, but are not limited to, the following: (a) performing all preventive or routine maintenance and repairs which are described in operating manuals for the Components as regular, periodic maintenance or repair procedures; (b) regular maintenance and repair procedures for the HVAC system (including, but not limited to, any portion located in the Ball Park Garage), including, but not limited to, periodic cleaning, lubricating and changing of air filters; (c) groundskeeping and landscaping, including, but not limited to, mowing, seeding, fertilizing and resodding; (d) changing of light bulbs, fuses and circuit breakers as they burn out; (e) touch-up painting; (f) readying the playing field each year for the upcoming season; (g) periodic testing, maintenance and repair of building systems (including, but not limited to, any portion located in the Ball Park Garage) such as mechanical, emergency electrical back-up systems, card-key, security, fire alarms, carbon monoxide detectors, lighting, and sound systems; and (h) sweeping, trash and snow removal services. The Routine Maintenance and Repairs shall be planned, scheduled and conducted so as to minimize (i) inconvenience to any patrons, (ii) any reduction in seating capacity at the Ball Park, (iii) any reduction in the number of parking spaces available in the Ball Park Garage, and (iv) interference with the use and enjoyment of the Ball Park Project. Furthermore, without the prior written consent of the County, no Routine Maintenance and Repairs shall be made, caused or authorized that (A) interfere with the safe, normal and satisfactory use, operation and maintenance of the Ball Park Project, (B) create safety hazards, or (C) adversely affect the value of the Ball Park Project. With respect to all warranties for work performed or materials furnished in connection with the Routine Maintenance and Repairs, the Team shall, through Manager: (1) obtain and deliver to the County all express warranties that would be given in normal commercial practice, including, but not limited to, guarantees or warranties furnished as a normal trade practice in connection with the purchase by the Team, through Manager or a subcontractor of Manager, of any fixed equipment, materials, or items incorporated in the Ball Park Project, (2) require all express warranties to be executed, in writing, for the benefit of the County; and (3) make reasonable efforts (without any obligation to incur significant expense in connection therewith) to enforce all warranties (express or implied) for the benefit of the County. Any repairs made to any of the Ball Park Project shall, unless the County advises otherwise, be owned by the County and shall be a part of the Ball Park Project. Apart from Routine Maintenance and Repairs, if any damage is done to the playing field in the course of an Other Event or on a County Use Day, the costs and expenses incurred for the repair of such damage shall be borne by the promoter of the Other Event or the County, as the case may be. The Team, through Manager, shall maintain 24-hour security of the Ball Park Project and shall work cooperatively with the County and the City, as applicable, to provide security during all Events. Without limiting the provisions in this Section, on the dates of all Events that are open to the public and that use the playing field or seating areas within the Ball Park, beginning with the time of day by which an admission ticket to such Events is required in order for the public to enter any portion of the Ball Park Project, the Team, through Manager, shall be responsible for: (a) providing and supervising all personnel

within the Ball Park Project, (b) providing crowd control and management within the Ball Park Project; (c) providing and supervising first-aid personnel to operate the first-aid facilities of the Ball Park Project; (d) providing emergency medical assistance during such Events and cooperating with reasonable requests from the County in respect thereof; and (e) providing all other services and materials to fulfill the Team's obligations hereunder. For Events held on other than Team Use Days or County Use Days, the Manager shall be paid for such services by the promoter or other user of the Ball Park Project. The Team shall promptly notify (orally first, then by written notice if written notice alone is not practicable) the County whenever the Team knows of or discovers any material defects in damage to, or destruction of any part of the Ball Park Project or any dangers or hazards on the Ball Park Project, or material defects in, damage to or destruction of any part of or damages or hazards on the Ball Park Project if such may affect the general public, and the Team shall promptly take all appropriate steps to minimize any further damage or destruction. In addition, the Team shall notify the operator of the Ball Park Garage and the Authorized Construction Representative of the County of any emergency or other significant matter occurring in the Ball Park Garage that is known to the Team, although the Team shall have no duty with respect to the management of the Ball Park Garage. If the Team fails to fulfill its obligations under this Section and if the County reasonably determines that the condition in question, if not promptly remedied, will pose a threat to the health or safety of Persons or property, the County shall promptly notify the Team in writing of such failure, and give the Team, through Manager a reasonable opportunity to perform the applicable Base Services. If the Team, through Manager, fails to perform the Base Services in a reasonably prudent time and manner despite such written notice from the County, the County and/or its agents and contractors may (in addition to any other rights and remedies which it may exercise hereunder), at its election, cause such Base Services to be performed. The County shall thereupon promptly notify the Team, in writing, of the nature of the Base Services performed by the County (or its agents or contractors) and the cost and expense incurred by the County in performing the same. Within thirty (30) days after receiving the County's written notice, the Team shall reimburse the County for all such costs and expense.

13.3 Capital Repairs. As used herein, the term "Capital Repairs" means any work which is reasonably required to be performed in and about the Ball Park to repair, restore or replace Components necessitated by any damage, destruction, ordinary wear and tear, defects in construction or design, or any other cause, *provided that* "Capital Repair" shall not include (a) any item of Routine Maintenance and Repairs, (b) any of the foregoing resulting from Team Misuse (as hereinafter defined), or (c) any work related to (i) the Specified Team Items, (ii) the HOF Improvements or (iii) any Component which was not included in the scope of the Final Plans. In addition to the foregoing, "Capital Repair" shall also include work and materials required to effectuate any of the following:

(A) changes or improvements required by any insurance carrier to enable the County or the Team to obtain insurance coverage at commercially reasonable rates provided that in lieu of effectuating such change or improvement, the County may agree to pay the increased insurance premiums; or

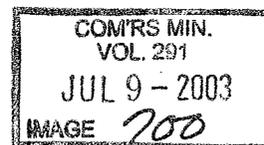
(B) changes or improvements required by any applicable law, ordinance, rule or regulation; or

(C) changes or improvements required by MLB Documents to be made to all MLB stadia, provided that as to items included in this subsection (C), the County shall not be required to spend funds to make such changes or improvements in excess of the funds held, from time to time, in the Capital Reserve Account.

13.4 Team Obligations. The Team or Manager shall engage personnel approved by the County to perform (a) all Routine Maintenance and Repairs, (b) all work necessitated by Team Misuse, and (c) repairs or replacement of any component of the Ball Park which was not within the scope of the Final Plans and was installed by the Team. Such engagement shall be pursuant to a maintenance agreement in form and substance approved by the County, which approval shall not be unreasonably withheld. The cost of performing the work described in (a)-(c) above shall be paid by the Team and the Team shall hold the County harmless from and against all cost and expense arising out of the Team's failure to perform or pay for such matters.

13.5 County Obligations. The County shall perform and be responsible for payment of the cost of all Capital Repairs (subject, as it relates to changes or improvements required by MLB Documents to be made to all MLB stadia, to Section 13.3(C)) and the County shall hold the Team harmless from and against all cost and expense arising out of the County's failure to perform or pay the cost of all Capital Repairs (subject, as it relates to changes or improvements required by MLB Documents to be made to all MLB stadia, to Section 13.3(C)).

13.6 Capital Repairs Reserve Account. Prior to the Commencement Date, the County shall establish and maintain an account (the "Capital Reserve Account"), the purpose of which shall be to accumulate funds for the payment of the cost of Capital Repairs for which the County is financially responsible hereunder. On or before July 15 of each Lease Year throughout the Term, the County shall deposit One Million Dollars (\$1,000,000.00) into the Capital Reserve Account; *provided, however,* that the County shall have no obligation to make any deposit into the Capital Reserve Account at any time that an Event of Default exists. The County shall provide the Team once each Lease Year with evidence of deposit of the required amount to the Capital Reserve Account and a summary of expenditures from such account during the prior Lease Year. All funds in the Capital Reserve Account shall be the property of the County and all interest earned on funds held in the Capital Reserve Account shall be retained in the Capital Reserve Account. Upon expiration of the Term, funds remaining in the Capital Reserve Account shall be returned to the County. Funds in the Capital Reserve Account may be drawn only upon the signature of the designated signatory or signatories of the County and funds so drawn may be used only to pay for Capital Repairs for which the County is responsible, other than those arising out of damage which is caused by a risk then covered by property insurance policies (except that such funds may be used for covered losses pending receipt of insurance proceeds, but such proceeds shall thereafter be deposited into the Capital Reserve Account). Notwithstanding the provisions of this Section, the County's obligation to perform and pay the cost of Capital Repairs shall not be limited by the amount of funds held in the Capital Reserve Account at any time, subject, as it relates to changes or improvements required by MLB Documents to be made to all MLB stadia, to Section 13.3(C)).



ARTICLE 14

RETURN OF PREMISES

14.1 Surrender of Possession. At the termination of this Lease by lapse of time or otherwise or upon termination of the Team's right of possession without termination of this Lease, the Team shall surrender possession of the Ball Park Project to the County and deliver all keys to any enclosed or secured areas of the Ball Park Project to the County and make known to the County the combination of all locks of vaults then remaining in the Ball Park Project, and shall, subject to the following Section, return the Ball Park Project therein to the County in as good condition as when the Team originally took possession subject to loss or damage by fire or other casualty and the Capital Repairs performed by the County in accordance with this Lease.

14.2 Installations and Additions. All installations, additions, partitions, hardware, light fixtures, nontrade fixtures and improvements, temporary or permanent, including all Improvements, except movable furniture and equipment belonging to the Team, in or upon the Ball Park Project, whether placed there by the Team or the County, shall be the County's property upon termination or expiration of this Lease or the Team's right of possession hereunder and shall remain upon the Ball Park Project, all without compensation, allowance or credit to the County. In furtherance of the forgoing, and as consideration for the agreements evidenced hereby, the Team hereby sells, conveys, transfers, assigns, sets over and delivers to the County all of the Team's right, title, estate and interest in and to the Team Funded Property. The Team, for itself and its successors and assigns, hereby warrants that the Team has good title to the Team Funded Property and that the Team Funded Property is free and clear of all security interests, encumbrances and other liens, and the Team, for itself and its successors and assigns, hereby agrees with the County to defend the title to the Team Funded Property against any and all claims or demands of any Person.

14.3 Trade Fixtures and Personal Property. The Team shall remove the Team's furniture, trade fixtures and other items of movable personal property of every kind and description from the Ball Park Project and restore any damage to the Ball Park Project caused thereby, such removal and restoration to be performed prior to the end of the Term or ten (10) days following termination of this Lease or the Team's right of possession, whichever might be earlier. If the Team fails to remove such items, the County may do so and thereupon the Team shall pay to the County upon demand the cost of removal and of restoring the Ball Park Project.

14.4 Survival. All obligations of the Team under this Article 14 shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE 15

HOLDING OVER

The Team shall pay the County for each day the Team retains possession of the Ball Park Project or any part thereof after termination of this Lease, by lapse of time or otherwise, or of the

Team's right to possession of the Ball Park Project, (i) rental at twice the annual rate which was payable by the Team during the first Lease Year and (ii) all damages, consequential as well as direct, sustained by the County by reason of such retention.

## ARTICLE 16

### TRANSFER OF TEAM'S FRANCHISE

16.1 General. The Team hereby acknowledges that the State and the County will be irreparably harmed by the transfer, move or other relocation of the Team's Cincinnati Reds franchise to a location other than the Ball Park Project during the Term. Accordingly, the Team hereby acknowledges and agrees as follows:

16.1.1 The State and the County do not have an adequate remedy at law for breach of this Article 16.

16.1.2 The Team shall not enter into any contract or agreement of any kind to transfer, move or otherwise relocate the Team's Cincinnati Reds franchise outside the County of Hamilton or to a location other than the Ball Park Project during the Term without the prior written consent of the State and the County.

16.1.3 The Team shall not make formal application to MLB (or the National League or other applicable subdivision thereof) for approval to transfer, move or otherwise relocate the Team's Cincinnati Reds franchise to a location other than the Ball Park Project during the Term without the prior written consent of the State and the County.

16.1.4 The Team shall, from and after the Commencement Date and until the expiration of the Term, play all of its regular season MLB home games and postseason MLB home games and, if applicable, any "All-Star" game, at the Ball Park Project; provided that the Team may schedule or play up to four "home" games at facilities other than the Ball Park Project which are outside of Hamilton County, Ohio, if so requested by MLB.

16.1.5 The Team agrees that, in the event of a violation of this Article 16, the State and the County shall each be entitled to seek and obtain, and the Team hereby consents to the entry of, a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent jurisdiction to enjoin any violation of this Article 16. The Team hereby waives any requirement that the State or the County post a bond or other security in connection with such injunctive relief.

16.1.6 Without limiting the provisions of Sections 16.1.1 through 16.1.5, the State and the County shall each be given not less than sixty (60) days prior written notice of:

(a) Any move, transfer or other relocation of the Team's Cincinnati Reds franchise to a location other than the Ball Park Project;

(b) Any sale, transfer, assignment, conveyance or other transaction that would involve the transfer, move or relocation of the Team's Cincinnati Reds franchise to a location other than the Ball Park Project; or

(c) Any sale, transfer, assignment, conveyance or other transaction which would result in a change of control or a controlling interest in the Team's ownership structure.

16.1.7 Any breach of this Article 16 shall constitute an Event of Default, and shall entitle the County, without notice to the Team, to exercise any of its rights under Article 22.

16.2 Third Party Beneficiaries. Each of the State and the County are express third party beneficiaries of this Article 16 and may independently enforce the provisions of this Article 16.

## ARTICLE 17

### RIGHTS RESERVED TO THE COUNTY

17.1 Rights Reserved to the County. The County reserves the following rights, exercisable without notice and without liability to the Team for damage or injury to property, Persons or business and without effecting an eviction or disturbance of the Team's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of the Team's obligations under this Lease:

17.1.1 To enter the Ball Park Project at reasonable hours for reasonable purposes, including, but not limited to, inspection or performance of Capital Repairs and Improvements; and

17.1.2 To approve any name or other identification given to the overall Ball Park Project.

## ARTICLE 18

### ASSIGNMENT AND SUBLETTING

18.1 General Restrictions on Assignment and Subletting. Except as specifically set forth in Section 18.2, the Team, without prior written consent of the County in each instance, shall not:

18.1.1 Assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any security interest, lien, encumbrance or charge, this Lease, the Team's leasehold interest, or any interest in, to or under this Lease or the Team's leasehold interest;

18.1.2 Allow to exist or occur any transfer of or lien upon this Lease or the Team's leasehold interest by operation of law;

18.1.3 Sublet the Ball Park Project or any part thereof; or

18.1.4 Permit the use of occupancy of the Ball Park Project or any part thereof for any purpose not provided for under Article 8 or by anyone other than the Team.

The County has the absolute right to withhold its consent without giving any reason whatsoever, except as herein expressly provided to the contrary. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Team under any bankruptcy, insolvency or reorganization proceedings.

18.2 Permitted Assignments or Subletting. Notwithstanding the provisions of Section 16.2:

18.2.1 The Team may, without the prior consent of County, assign this Lease to any Person which acquires the Cincinnati Reds franchise strictly in accordance with applicable MLB Documents; provided the following conditions are satisfied:

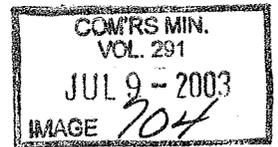
(a) Such assignee assumes all of the obligations of the Team under this Lease and agrees to be bound by all of the terms and provisions of this Lease pursuant to an instrument, in form and substance reasonably acceptable to the County;

(b) Such assignee assumes, pursuant to an instrument reasonably acceptable to the County, all of the Team's obligations under any other agreements or contracts entered into between the Team, the State or the County or any of them with respect to or in connection with the Ball Park Project;

(c) No Default or Event of Default by the Team shall have occurred;

(d) The Team shall have provided the County with evidence, reasonably acceptable to the County, that the transfer of the Cincinnati Reds franchise has been approved by MLB and otherwise has complied with all MLB Documents and all Legal Requirements.

18.2.2 The Team may, without the consent of the County, sell or grant licenses, easements, subleases or similar interests in the ordinary course of the operation of the



Ball Park Project in accordance with Article 8 to concessionaires, vendors, advertisers, users and others; and

18.2.3 Except with respect to any seat license programs conducted prior to the end of the first Lease Year, the Team may, without the consent of the County, sell licenses and similar interests in reserved seats, club seats and Private Suites.

18.3 The Team to Remain Obligated. Consent by the County to any assignment, subletting, use, occupancy or transfer shall not operate to relieve the Team from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve the Team from obtaining the County's consent to any subsequent assignment, transfer, lien, charge, subletting, use or occupancy. The Team shall pay all of the County's out-of-pocket third party costs, charges and expenses, including reasonable attorneys' fees, reasonably incurred in connection with any assignment, transfer, lien, charge, subletting, use or occupancy made or requested by the Team. The Team agrees that all advertising by the Team or on the Team's behalf with respect to the assignment of this Lease or subletting of space in the Ball Park Project must be approved in writing by the County prior to publication.

18.4 Change of Control. Notwithstanding anything to the contrary in this Article 18, if the Team or any successor thereto is a corporation (other than a corporation the stock of which is publicly traded), partnership (general or limited), limited liability company or other ownership structure and if during the Term, the ownership of the shares of stock, partnership interests, membership interests or other ownership interests which constitute control of the Team changes other than by reason of gift or death, then such change shall be deemed to be a violation of Section 18.1.1. However, in the event MLB consents and approves any such change of control, the County will not unreasonably withhold its consent thereto provided that no other provision of this Lease will be violated by such change. The term "control" as used herein means the power to directly or indirectly direct or cause the direction of the management or policies of the Team.

## ARTICLE 19

### WAVIER OF CERTAIN CLAIMS; INDEMNIFICATIONS

19.1 Waiver of Certain Claims: Indemnity by the Team. To the extent not expressly prohibited by law, the Team releases the County, and its agents, servants and employees, from and waives all claims for damages to Persons or property sustained by the Team, or by any other Person, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Ball Park Project, or from any equipment or appurtenance therein, or from any accident in or about the Ball Park Project, or from any act or neglect of any other Person, including the County's agents and servants. This Section 19.1 shall apply especially, but not exclusively, to damage caused by fire, casualty or any other causes, and shall apply without distinction as to the Person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above or from any other thing or circumstance, whether of a like nature or of a wholly different nature.

19.2 Damage Caused by the Team's Neglect. If any damage to the Ball Park Project, or any Component thereof, results from any Team Misuse, or any other act or neglect of the Team, its employees, agents, contractors, licensees or invitees, the Team shall be liable therefor, and the County may at its option repair such damage, and the Team shall upon demand by the County reimburse the County for all costs of repairing such damage in excess of amounts, if any, paid to the County under insurance covering such damage.

19.3 The Team Responsible for Personal Property. All personal property belonging to the Team shall be there at the risk of the Team, and the County shall not be liable for damage thereto or theft or misappropriation thereof.

19.4 Indemnification by Team. To the extent not expressly prohibited by law, the Team agrees to hold the County and its officers, directors and trustees, and their agents, servants and employees, harmless and agrees to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all Persons and damage to or theft or misappropriation or loss of property occurring in or about the Ball Park Project arising from the Team's occupancy of the Ball Park Project or the conduct of its business or from any activity, work or thing done, permitted or suffered by the Team in or about the Ball Park Project or from any breach or default on the part of the Team in the performance of any covenant or agreement on the part of the Team to be performed pursuant to the terms of this Lease, or due to any other act or omission of the Team, its agents, contractors, invitees, licensees or employees, but only to the extent of the County's liability, if any, in excess of amounts, if any, payable to the County under insurance covering such claims or liabilities required to be maintained hereunder. The Team's obligation to indemnify the County hereunder shall include the duty to defend against any claims asserted by reason of any such claims or liabilities and to pay any judgments, settlements, costs, fees and expenses, including reasonable attorneys' fees, incurred in connection therewith.

19.5 Indemnification by the County. To the extent not expressly prohibited by law, the County agrees to hold the Team and its members and their officers, managers, directors and trustees, and their agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all Persons and damage to or theft or misappropriation or loss of property occurring in or about the Project arising from the County's occupancy of the Project or the conduct of its business or from any activity, work or thing done, permitted or suffered by the County in or about the Project or from any breach or default on the part of the County in the performance of any covenant or agreement on the part of the County to be performed pursuant to the terms of this Lease, but only to the extent of the Team's liability, if any, in excess of amounts, if any, paid under insurance covering such claims or liabilities (or insurance which would have been paid if the Team had complied in full with its obligations to carry insurance of the type and nature specified in this Lease). The County's obligation to indemnify the Team hereunder shall include the duty to defend against any claims asserted by reason of any such claims or liabilities and to pay any judgments, settlements, costs, fees and expenses, including reasonable attorneys' fees, incurred in connection therewith.



ARTICLE 20

DAMAGE OR DESTRUCTION BY CASUALTY

20.1 Damage or Destruction by Casualty. If the Ball Park Project shall be damaged by fire or other casualty, then the County shall proceed to repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and the provisions of Section 33.9. During the period (the "Untenantability Period") commencing on the date that the Ball Park Project cannot be reasonably used for the uses described in Section 8.1.1 and ending on the date that the Ball Park Project can reasonably be used for the uses described in Section 8.1.1, the Team shall, notwithstanding the provisions of Article 16, be permitted to use locations other than the Ball Park Project to conduct MLB baseball games and Events.

20.2 Abatement of Rent and Other Amounts. During the Untenantability Period:

20.2.1 The Team's obligations to pay Base Rent shall be abated; and

20.2.2 The County's obligation to make the deposits into the Capital Reserve Account and to make the contributions toward the Team's utility expenses as provided in Section 11.4 shall be abated.

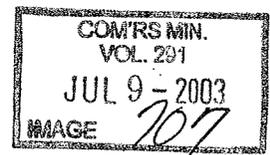
ARTICLE 21

EMINENT DOMAIN

21.1 Total Condemnation. If the Ball Park Project or a substantial part thereof shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term shall end upon and not before the earlier of (a) the date when the possession of the part so taken shall be required for such use or purpose or (b) the effective date of the taking, and without apportionment of the award to or for the benefit of the Team. In the event of the foregoing, Rent at the then-current rate and the County payments described in Section 10.5 shall be apportioned as of the date of the termination.

21.2 Partial Condemnation. If less than all or a substantial part of the Ball Park Project shall be taken or condemned by competent authority for any public or quasi-public use or purpose then this Lease shall not so terminate and the County shall, to the extent practicable, restore the Ball Park Project to a complete architectural unit reasonably suitable for the uses described in Section 8.1.

21.3 Award. No money or other consideration shall be payable by the County to the Team with respect to the termination of this Lease under Section 21.1. However, the Team shall have the right to submit a claim against the taking authority for the losses, costs, damages and expenses (including, but not limited to, the loss of its leasehold interest) it suffers as a result of such taking or condemnation, whether for a total or partial taking of the Ball Park Project.



## ARTICLE 22

### EVENTS OF DEFAULT BY THE TEAM

22.1 Events of Default. The occurrence of any one or more of the following constitutes a default by the Team (each, an "Event of Default") under this Lease:

22.1.1 Subject to Section 22.9, the Team's failure to pay any Rent or other charges due and payable to the County, including Pre-Completion Payments, within thirty (30) days after written notice thereof from the County to the Team;

22.1.2 The Team's failure to observe or perform in any respect any other covenant, agreement, condition or provision of this Lease if such failure shall continue for thirty (30) days after notice thereof from the County to the Team; *provided, however,* that (i) Team shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice, the Team commences such cure and diligently proceeds to complete the same at all times thereafter;

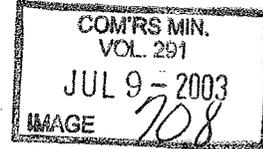
22.1.3 The levy upon or other execution or the attachment by legal process of the interest of Team or the filing or creation of a lien in respect of such interest, which levy, attachment or lien shall not be released, discharged or bonded against within thirty (30) days from the date of such filing;

22.1.4 The Team admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the Team or for the major part of its property;

22.1.5 A trustee or receiver is appointed for the Team or for the major part of its property and is not discharged within sixty (60) days after such appointment;

22.1.6 Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against the Team, and, if instituted against the Team, are allowed against it or are consented to by it or are not dismissed within sixty (60) days after such institution;

22.1.7 (i) The Team or the Existing Manager fails to perform any of its obligations under the terms and conditions of the Management Agreement within thirty (30) days after written notice thereof from the County to the Team or (ii) the Team or the New Manager fails to perform any of its obligations under the terms and conditions of the New Management Agreement within thirty (30) days after written notice thereof from the County to the Team; or



22.1.8 The Team fails to perform any of its obligations under any other contract or agreement entered into by the Team with the City, the County, the State or any other governmental body or authority with respect to the Ball Park Project within thirty (30) days after written notice thereof from the County to the Team.

22.2 Rights and Remedies of the County. If an Event of Default occurs, the County shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive the County of any other right or remedy allowed it by law:

22.2.1 The County may terminate this Lease by giving to the Team notice of the County's election to do so, in which event the Term shall end, and all right, title and interest of the Team hereunder shall expire on the date stated in such notice;

22.2.2 The County may terminate the right of the Team to possession of the Ball Park Project without terminating this Lease by giving notice to the Team that the Team's right of possession shall end on the date stated in such notice, whereupon the right of the Team to possession of the Ball Park Project or any part thereof shall cease on the date stated in such notice; and

22.2.3 The County may enforce the provisions of this Lease and may enforce and protect the rights of the County hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from the Team under any of the provisions of this Lease.

22.3 Right to Re-Enter. If the County exercises either of the remedies provided for in Section 22.2.1 and Section 22.2.2, the Team shall surrender possession and vacate the Ball Park Project and immediately deliver possession thereof to the County, and the County may re-enter and take complete and peaceful possession of the Ball Park Project, with or without process of law, full and complete license so to do being hereby granted to the County, and the County may remove all occupants and property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing the County's right to Rent or any other right given to the County hereunder or by operation of law.

22.4 Current Damages. If the County terminates the right of the Team to possession of the Ball Park Project without terminating this Lease, the County shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release the Team, in whole or in part, from the Team's obligation to pay Rent hereunder for the full Term, and the County shall have the right, from time to time, to recover from the Team, and the Team shall remain liable for, all Base Rent and any other sums accruing as they become due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. In any such case the County may relet the Ball Park Project or any part thereof for the account of the Team for such rent, for such time (which may be for a term extending beyond the Term) and upon such terms as the County shall determine and collect the

rents from such reletting. The County shall not be required to accept any tenant offered by the Team or to observe any instructions given by the Team relative to such reletting. Also, in any such case, the County may make repairs, alterations and additions in or to the Ball Park Project to the extent deemed by the County necessary or desirable and, in connection therewith, change the locks to the Ball Park Project, and the Team shall upon demand pay the cost of all the foregoing together with the County's expenses of reletting. The rents from any such reletting shall be applied first to the payment of the expenses of reentry, repair and alterations and the expenses of reletting, and second to the payment of Rent herein provided to be paid by the Team. Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder, and the use of such offsetting credit to reduce the amount of Rent due the County, if any, shall not be deemed to give the Team any right, title or interest in or to such excess or residue, and any such excess or residue shall belong to the County solely, and in no event shall the Team be entitled to a credit on its indebtedness and obligations to the County in excess of the aggregate sum which would have been paid by the Team for the period for which the credit to the Team is being determined, had no Event of Default occurred. No such reentry or repossession, repairs, alterations and additions, or reletting shall be construed as an eviction or ouster of the Team or as an election on the County's part to terminate this Lease, unless a written notice of such intention shall be given to the Team, or shall operate to release the Team in whole or in part from any of the Team's obligations hereunder, and the County may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

22.5 Final Damages. If this Lease is terminated by the County as provided for by Section 22.2.1, the County shall be entitled to recover from the Team all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by the Team or for which the Team is liable or in respect of which the Team has agreed to indemnify the County under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and reasonable attorneys' fees, incurred by the County in the enforcement of its rights and remedies hereunder, and, in addition, the County shall be entitled to recover as damages for loss of the bargain and not as a penalty: (a) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate rents which would have been payable after the termination date had this Lease not been terminated, including, but not limited to, Base Rent at the annual rate or respective annual rates for the remainder of the Term provided for in Article 6 or elsewhere herein, over then-present value of then aggregate fair rental value of the Ball Park Project for the balance of the Term, such present worth to be computed in each case on the basis of a five percent (5%) per annum discount from the respective dates upon which such rentals would have been payable hereunder had this Lease not been terminated; and (b) any damages in addition thereto, including reasonable attorneys' fees and court costs, which the County shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

22.6 Removal of Personal Property. All property of the Team removed from the Ball Park Project by the County pursuant to any provisions of this Lease or of law may be handled, removed or stored by the County at the cost and expense of the Team, and the County shall in no

event be responsible for the value, preservation or safekeeping thereof. The Team shall pay the County for all expenses incurred by the County in such removal and storage charges against such property so long as the same shall be in the County's possession or under the County's control. All such property not removed from the Ball Park Project or retaken from storage by the Team within thirty (30) days after the end of the Term, however terminated, shall, at the County's option, be conclusively deemed to have been conveyed by the Team to the County as by bill of sale without further payment or credit by the County to the Team.

22.7 Attorneys' Fees. In the event of any action or proceeding brought under this Agreement, the prevailing party shall be entitled to recover court costs and the reasonable fees and disbursements of its attorneys in such action or proceeding.

22.8 Assumption or Rejection in Bankruptcy. In the event a petition is filed by or an order for relief is entered against the Team, the County and the Team agree that either or both may request that the trustee or debtor in possession assume or reject this Lease within sixty (60) days thereafter.

22.9 Players' Strike. Notwithstanding the foregoing or any other provision of this Lease to the contrary, in the event that on or before April 1 of any Lease Year either (a) there exists a MLB lockout or player's strike which threatens to delay or interrupt the following season, or (b) the County or the Team is notified by MLB in writing that such a lockout or strike is imminent and likely to occur, the Team shall not be in default under this Lease for failure to pay Rent on or before April 1 of such year, *provided, however* that: (a) such payment shall be made within three (3) business days following final resolution of such lockout or strike if such resolution occurs on or prior to July 1 of such Lease Year; or (b) in the event such lockout or strike is not finally resolved on or before July 1 of such Lease Year, then (i) Rent for such year shall not abate, however all Rent payments due and payable for such Lease Year and all Lease Years thereafter within the Term shall be deferred for one year and (ii) the Term shall be automatically extended for one (1) additional year for each Lease Year with respect to which the deferral of Rent payments under this Section 22.9(b) applies.

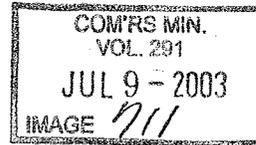
## ARTICLE 23

### DEFAULT BY THE COUNTY

23.1 County Defaults. The occurrence of any one or more of the following constitutes a default by the County (each, a "County Default") under this Lease:

23.1.1 The County's failure to (i) pay the amounts required under Sections 11.3, 11.4 or 13.5 or (ii) make the deposit into the Capital Reserve Account as provided in Section 13.6, within thirty (30) days after written notice thereof from the Team to the County;

23.1.2 The County's failure to observe or perform in any material respect any other covenant, agreement, condition or provision of this Lease if such failure shall



continue for thirty (30) days after notice thereof from the Team to the County; *provided, however,* that the County shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice, the County commences such cure and diligently proceeds to complete the same at all times thereafter; or

23.1.3 The County fails to perform any of its obligations under any other contract or agreement entered into by the County and the Team with respect to the Ball Park Project within thirty (30) days after written notice thereof from the Team to the County; *provided, however,* that the County shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice, the County commences such cure and diligently proceeds to complete the same at all times thereafter.

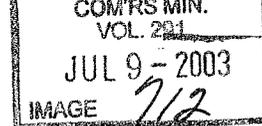
23.2 Rights and Remedies of the Team. If a County Default occurs that is not cured within thirty (30) days after an additional written notice from the Team, the Team shall have the following rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative, provided however, the Team may exercise the remedy provided for in Section 23.2.1 only if (a) the County Default is a monetary default or (b) the existence of the County Default has been determined by court order:

23.2.1 The Team may terminate this Lease by giving to the County notice of the Team's election to do so, in which event the Term shall end, and the obligations of the Team hereunder shall expire on the date stated in such notice;

23.2.2 The Team may enforce the provisions of this Lease at law or in equity and may enforce and protect the rights of the Team hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy (excluding termination of this Lease), including recovery of all actual damages and moneys due or to become due from the County under any of the provisions of this Lease; or

23.2.3 The Team may perform the obligations of the County at the cost and expense of the County, which costs and expenses shall be due and payable by the County to the Team within five (5) days after the County's receipt of a written invoice for same from the Team. In the event the County fails to timely reimburse the Team for such costs and expenses, the Team, in addition to any other rights or remedies available to it hereunder, may deduct such costs and expenses from any amounts then or thereafter due to the County from the Team hereunder or from any other amounts then or thereafter due from the Team to the County.

23.3 Final Damages. If this Lease is terminated by the Team as provided for by Section 23.2.1, the Team shall be entitled to recover from the County all amounts due from the County which are accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by the County or for which the County is liable or in respect of which the County has agreed to indemnify the Team under any of the provisions of



this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and reasonable attorneys' fees, incurred by the Team in the enforcement of its rights and remedies hereunder.

23.4 No Right to Terminate Lease. Except as expressly provided in Section 23.2.1, if a County Default shall occur, the Team shall have no right to terminate this Lease.

## ARTICLE 24

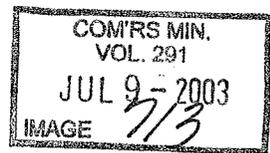
### ESTOPPEL CERTIFICATE

The Team agrees that, from time to time upon not less than ten (10) days' prior request by the County, the Team (or any permitted assignee, subtenant, licensee, concessionaire or other occupant of the Ball Park Project claiming by, through or under the Team) will deliver to the County, or such other Persons as may be designated by the County, a statement in writing signed by the Team certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (b) the date upon which the Team began paying Rent and the dates to which Rent and other charges have been paid; (c) that the County is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that the Ball Park Project have been completed in accordance with the terms of this Lease and the Team is in occupancy and paying Rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of Rent other than that provided for in this Lease; (f) that there are no actions, whether voluntary or otherwise, pending against the Team under the bankruptcy law's of the United States or any state thereof; and (g) such other matters as may be required by the County.

## ARTICLE 25

### SUBROGATION AND INSURANCE

25.1 Waiver of Subrogation. The County and the Team agree to have all fire and extended coverage and other property damage insurance which may be carried by either of them endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease which may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or



invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within ten (10) days following written notice, to pay such increased cost keeping such release or waiver in full force and effect).

25.2 The Team's Insurance. The Team shall procure and maintain policies of insurance, at its sole cost and expense, during the entire Term hereof with terms and coverages and companies satisfactory to the County and with such increases in limits as the County may from time to time request, but initially the Team shall maintain the following coverages insuring:

25.2.1 The Team and the County from all claims, demands or actions made by, or on behalf of, any Person and arising from, related to or connected with the Ball Park Project, for injury to or death of any person in an amount of not less than Five Million Dollars (\$5,000,000), for injury to or death of more than one person in any one occurrence in an amount of not less than Ten Million Dollars (\$10,000,000), and for damage to property in an amount of not less than Three Million Dollars (\$3,000,000).

25.2.2 Insurance against all workers' compensation claims (provided that, to the extent permitted by law, the Team may self-insure for this risk).

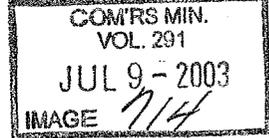
25.2.3 All contents, and the Team's trade fixtures, machinery, equipment, furniture and furnishings, in the Ball Park Project to the extent of one hundred percent (100%) of their replacement cost under standard fire and extended coverage insurance, including, but not limited to, vandalism and malicious mischief and sprinkler leakage endorsements.

25.2.4 Liquor Liability Insurance insuring the Team and the County with liability limits reasonably acceptable to the County, provided that if the Team's concessionaire carries such insurance and names the County as an additional insured on such policy, the Team's obligation as to liquor sales by such concessionaire (as opposed to other liquor sales by the Team or other of its agents, vendors or contractors within the Ball Park Project) shall be deemed satisfied by such insurance.

25.2.5 Such other insurance as the County may reasonably require consistent with commercially reasonable practices and standards in MLB.

25.3 The County's Insurance. The County shall procure and maintain policies of insurance, at its sole cost and expense, during the entire Term hereof with the following coverages insuring:

25.3.1 Commercial General Liability insurance insuring against claims, demands or actions made by, or on behalf of, any Person and arising from, related to or connected with the Project (excluding the Team's offices and any areas with respect to which the Team is entitled to year-round revenues), providing for a single combined minimum limit coverage of not less than \$100,000,000 for each occurrence.



25.3.2 All improvements at any time situated upon the Ball Park Project against loss or damage by fire, lightning, wind storm, hail storm, aircraft, vehicles, smoke, explosion, riot or civil commotion, flood, sewer backup, earthquake, as provided by the standard fire and extended coverage "all risk" policy and all other risks of direct physical loss as insured against under a special extended coverage endorsement. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement cost of such improvements with agreed amount endorsement and shall have deductible limits not in excess of \$250,000.00. Such insurance shall have an agreed amount endorsement and a full replacement cost endorsement. The County shall be named as the insured and all proceeds of insurance shall be payable to the County. The full replacement cost of improvements shall be designated annually by the County in the good faith exercise of the County's judgment.

25.3.3 All contents, and the County's trade fixtures, machinery, equipment, furniture and furnishings, in the Ball Park Project to the extent of one hundred percent (100%) of their replacement cost under standard fire and extended coverage insurance, including, but not limited to, vandalism and malicious mischief and sprinkler leakage endorsements.

25.4 Certificates of Insurance. Prior to the commencement of the Term, each party shall furnish to the other party policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or not renewed without at least thirty (30) days' prior written notice to the County or the Team, as the case may be, (unless such cancellation is due to nonpayment of premium, and, in that case, only ten (10) days' prior written notice shall be sufficient). Each insurance policy procured by the Team or the County, as the case may be, shall name the other party, and any Person designated by the other party, as an additional insured party thereunder.

25.5 Compliance with Requirements. The Team shall not, directly or indirectly, make any use of the Ball Park Project which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, increase the cost of such insurance or require additional insurance coverage.

## ARTICLE 26

### NONWAIVER

No waiver of any condition expressed in this Lease shall be implied by any neglect of the County to enforce any remedy on account of the violation of such condition whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting the County's rights under any other provision in this Lease, it is agreed that no receipt of moneys by the County from the Team after the termination in any way of the Term or of the Team's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to the Team prior to the



receipt of such moneys. It is also agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Ball Park Project, the County may receive and collect any moneys due, and the payment of said moneys shall not waive or affect said notice, suit or judgment.

ARTICLE 27

NOTICES

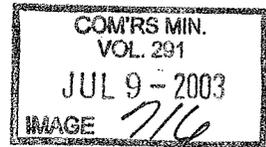
Any information or notice required to be given in writing under this Lease may be served either by (a) hand delivery which shall be evidenced by a signed receipt; (b) delivering same in person to such party through a nationally recognized overnight courier service; (c) facsimile copy or (d) certified or registered United States mail, postage prepaid, returned receipt requested. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the County, to:                    David J. Krings  
Hamilton County Administrator  
603 County Administration Building  
138 East Court Street  
Cincinnati, Ohio 45202  
FAX: (513) 946-4444

With copies to:                         Roger E. Friedmann, Esq.  
Assistant Prosecuting Attorney  
Hamilton County Prosecuting Attorney  
230 E. Ninth Street, Suite 4000  
Cincinnati, Ohio 45202; and  
FAX: (513) 946-3018

Terrence Evans  
Hamilton County Administrative Services  
607 Administration Building  
138 East Court Street  
Cincinnati, OH 45202  
FAX: (513) 946-4330

Thomas L. Gabelman, Esq.  
Vorys, Sater, Seymour and Pease LLP  
Suite 2000, Atrium Two  
221 East Fourth Street  
Cincinnati, Ohio 45202  
FAX: (513) 723-4056



If to the Team, to:

John L. Allen  
Chief Operating Officer  
The Cincinnati Reds, LLC  
Great American Ball Park  
100 Main Street  
Cincinnati, Ohio 45202-4109  
FAX: (513) 765-7205

With a copy to:

Paul V. Muething, Esq.  
Keating, Muething & Klekamp, P.L.L.  
1400 Provident Tower  
One East Fourth Street  
Cincinnati, Ohio 45202  
FAX: (513) 579-6457

#### ARTICLE 28

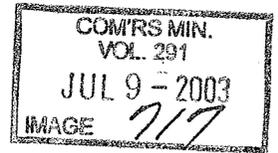
#### COVENANT OF QUIET ENJOYMENT

The County covenants that if and so long as, the Team keeps and performs each and every covenant, agreement, term, provision and condition of this Lease on the part and on behalf of the Team to be kept and performed, the Team shall quietly enjoy its rights under this Lease without hindrance or molestation by the County or by any other Person lawfully claiming the same by, through or under the County, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

#### ARTICLE 29

#### TITLE AND COVENANT AGAINST LIENS

The County's title is and always shall be paramount to the title of the Team, and nothing in this Lease contained shall empower the Team to do any act which can, shall or may encumber the title of the County. The Team covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Ball Park Project or against the Team's leasehold interest in the Ball Park Project and, in case of any such lien attaching, to immediately pay and remove same. The Team has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of the Team, operation of law or otherwise, to attach to or be placed upon the Ball Park Project and any and all liens and encumbrances created by the Team shall attach only to the Team's leasehold interest in the Ball Park Project. If any such liens so attach and the Team fails to pay and remove same within ten (10) days, the County, at its election, may pay and satisfy the same, and in such event the sums so paid by the County shall accrue with interest from the date of payment at the rate set forth in Section 32.6 for amounts owed the County by the Team. Such sums shall be deemed to be additional rent due and payable by the Team at once without notice or demand.



## ARTICLE 30

### REPRESENTATIONS AND WARRANTS BY THE TEAM AND COUNTY

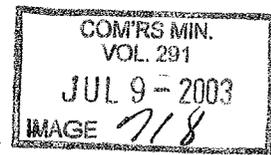
30.1 Team Representations and Warranties. The Team represents and warrants to the County as follows, as of the date hereof and at all times from and after the date hereof until the expiration or termination of this Lease:

30.1.1 Valid Existence. The Team is a limited liability company duly organized and validly existing under the laws of the State of Delaware. The Team has full partnership power to own its property and conduct its business as presently conducted.

30.1.2 Power; No Limitation on Ability to Perform. The Team has full limited liability company power and authority to execute and deliver this Lease and to carry out and perform all of the terms and provisions of this Lease and all transactions contemplated hereby and thereby, to the extent required to be carried out or performed by the Team. Neither the Team's operating agreement nor any MLB rules and regulations, nor any Legal Requirement in any way prohibits, limits or otherwise affects the right or power of the Team to enter into and perform all of the terms and provisions of this Lease and each document, agreement and instrument executed and to be executed by the Team in connection herewith, and all transactions contemplated hereby and thereby. Neither the Team nor any of its members or their officers, managers, directors or stockholders or any of their personal or legal representatives are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument which could prohibit, limit or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by the Team of this Lease or any other agreement, document or instrument executed and delivered by the Team or any of the transactions contemplated hereby or thereby.

30.1.3 Valid Execution. The execution and delivery of this Lease and the Management Agreement by the Team has been duly and validly authorized by all necessary action. This Lease, the Management Agreement and all other agreements, documents and instruments executed and delivered by the Team in connection herewith or therewith are, and each other agreement, document or instrument to be executed and delivered by the Team in connection herewith when executed and delivered will be, legal, valid and binding obligations of the Team, enforceable against the Team in accordance with their respective terms.

30.1.4 Defaults. The execution, delivery and performance of this Lease and each agreement, document and instrument executed and to be executed and delivered by the Team in connection herewith (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or instrument to which the Team is a party or by which the Team assets may be bound or



affected, (ii) any Legal Requirement applicable to the Team, (iii) the Team's operating agreement, or (iv) MLB rules and regulations, and (b) do not and will not result in the creation or imposition of any security interest, lien or other encumbrance upon the assets of the Team.

30.1.5 Maintenance of Good Standing in League. The Team shall maintain the Team as a MLB baseball team in good standing in accordance with all MLB Documents.

30.2 County Representations and Warranties. The County represents and warrants to the Team as follows, as of the date hereof and again as of the Commencement Date:

30.2.1 Valid Existence. County is a valid political subdivision of the State. The County has full power to own its property and conduct its business as presently conducted.

30.2.2 Power; No Limitation on Ability to Perform. The County has full power and authority to execute and deliver this Lease and to carry out and perform all of the terms and provisions of this Lease, and all transactions contemplated hereby, to the extent required to be carried out or performed by the County. No Legal Requirement in any way prohibits, limits or otherwise affects the right or power of the County to enter into and perform all of the terms and provisions of this Lease and each document, agreement and instrument executed and to be executed by the County in connection with this Lease, and all transactions contemplated hereby. Neither the County nor any of its commissioners, officers, directors or officials or any of their personal or legal representatives are party to or bound by an contract, agreement, indenture, trust agreement, note, obligation or other instrument or Legal Requirement which would prohibit, limit or otherwise affect this Lease except to the extent unconditionally and validly waived. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by the County of this Lease, or any other agreement, document or instrument executed and delivered by the County or any of the transactions contemplated hereby or, if such consent is required, it has been unconditionally and validly given by the party entitled to give the same.

30.2.3 Valid Execution. The execution and delivery of this Lease by the County has been duly and validly authorized by all necessary action. This Lease and all other agreements, documents and instruments executed and delivered by the County in connection herewith are, and each other agreement, document or instrument to be executed and delivered by the County in connection herewith, when executed and delivered will be, legal, valid and binding obligations of the County, enforceable against the County in accordance with their respective terms.

30.2.4 Defaults. The execution, delivery and performance of this Lease and each agreement, document and instrument executed and to be executed and delivered by County in connection herewith (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or

instrument to which the County is a party or by which the County assets may be bound or affected, or (ii) any Legal Requirement applicable to the County, and (b) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of the County.

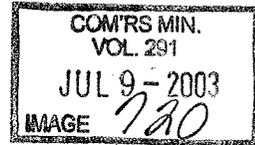
## ARTICLE 31

### HALL OF FAME; MEHRING WAY MEDIAN; PAVERS

31.1 Hall of Fame. The Team and the County acknowledge that the Architectural Program originally provided that the County would fund, design and construct the "Hall of Fame" building; however, in order to maintain the Budget within the Maximum County Contribution, the County will fund, design and construct the shell of the "Hall of Fame" building and the Team will fund, design and construct the build-out of the interior of the Hall of Fame building (the "HOF Improvements"). In order to assist the Team with the cost of constructing the HOF Improvements, it is the County's intention to issue taxable bonds, upon terms and conditions acceptable to the County, to finance such Team costs. It is acknowledged and agreed by the Team and the County that any and all costs and expenses borne by the County relating to such bond financing, including, but not limited to, reasonable attorneys' fees, shall be reimbursed by the Team to the County promptly upon the County's demand therefore.

31.2 Mehring Way Median. The Team acknowledges that the City has granted to the County a revocable street privilege or easement for the purposes of installing and constructing the utilities and other improvements necessary for the use by the County, the Team or their respective designees of up to six satellite trucks in the median of Mehring Way south of the Ball Park for broadcasting games at the Ball Park (the "Median"). The Team shall reimburse the City for the design and construction of the Median, certain agreed-upon portions of which are to be paved in cobblestone pavers. The Team shall be responsible for (a) the design, construction, maintenance and repair of all telecommunication conduits, cables and associated equipment required to service the satellite trucks; the location and design of all underground and aboveground telecommunication facilities to be subject to the review and approval of the City, (b) permanently marking all underground telecommunication conduits within Mehring Way in conformance with the State of Ohio's Utility Protection Service program (OUPS) and (c) maintaining and keeping in good repair the Median, including the landscaped and paved elements thereof; the landscaped elements of the Median to be maintained substantially in accordance with the same standards as the landscaped elements of the Ball Park.

31.3 Pavers. The Team shall have the right to install pavers with personalized inscriptions and modifications in the Crosley Terrace and Plaza Related Areas. To the extent that the pavers in and around the Crosley Terrace and Plaza Related Area and the "Hall of Fame" building include inscriptions or other modifications requested by the Team that were not originally contemplated in the Architectural Program, the Team shall pay for the costs of such inscriptions or other modifications.



ARTICLE 32

PARKING AND PARKING REVENUES

32.1 The County and the Team acknowledge that as of the date of execution of this Lease, the redevelopment of the Cincinnati "Central Riverfront" area, including the construction of additional structured and surface parking facilities, is in progress. It is further acknowledged that the timing and sequencing of the construction of additional parking facilities, as part of the Parking and Infrastructure Improvements, as well as street grid improvements and expansion within the Cincinnati "Central Riverfront" area, has not yet been determined but is anticipated to occur over a five to ten year period. As a result, as of the date of this Lease, the County is not able to specify the exact location of the Required Spaces (as herein defined) that will be made available for Team Use Days during the Term. Notwithstanding the foregoing, it is understood and agreed that the following terms and conditions shall apply with respect to the Parking and Infrastructure Improvements:

32.1.1 During the Term, the Parking and Infrastructure Improvements shall contain 3,500 County-owned or operated spaces which are located in the closest geographic proximity to the Ball Park Project (the "Required Spaces"). The Required Spaces and all other Parking and Infrastructure Improvements shall be owned or operated by the County and will be located within the general proximity of the geographic area depicted in Exhibit 32.1.1 attached hereto and incorporated herein by reference. It is further agreed that up to 1,100 of the Required Spaces may also be made available by the County for parking for patrons attending football games at Paul Brown Stadium provided scheduling and coordination issues referred to in Section 32.1.4 are satisfactorily resolved. It is further agreed that, within the number of Required Spaces, the County shall make available to the Team throughout the Term, at no charge (on a 365 day, 24 hour exclusive basis), sixty (60) parking spaces in the Ball Park Garage and forty (40) parking spaces in the County' parking facility known as the East Garage and on Team Use Days, an additional sixty (60) parking spaces, at no charge, in the Ball Park Garage for the Team's exclusive use.

32.1.2 The Team shall receive all revenues generated by the Required Spaces, net of the allocable portion of the County's actual operating and maintenance costs and applicable taxes (the "County's Costs") attributable to the Required Spaces that are utilized for Team Use Days in a given Lease Year. The formula for determining the allocable portion of the County's Costs effective for each Lease Year shall be based on (x) the actual number of Team Use Days in the preceding Lease Year divided by (y) Three Hundred Sixty-Five (e.g., 81/365) (the "Allocable Portion"). The Allocable Portion shall be determined prior to the commencement of each Lease Year and shall be applicable to all parking revenues derived from baseball patrons parking in the Required Spaces immediately prior to or during MLB games or Events scheduled on Team Use Days. The Allocable Portion of the County's Costs shall be deducted from the gross revenues received from the Required Spaces and the net revenues shall be distributed to Team as provided in Article 32.1.3. Revenues generated by Parking and Infrastructure Improvements for Other Events and for Events held on County Use Days shall be

governed by Sections 10.3 and 10.4. The County (or other Persons entitled to receive revenues by or through the County) shall have the right to receive all revenues generated by the Parking and Infrastructure Improvements on Team Use Days, exclusive of the Required Spaces, and at all times and for all Events not specifically described in this Section 32.1.2. The Required Spaces shall be made available for Team Use Days (a) not less than two hours before any MLB game on a weekend, holiday or weekday afternoon game (such weekday afternoon games shall not exceed 10 MLB games per Lease Year), and (b) not less than one hour before any MLB game held at the Ball Park on a weekday which is not a holiday.

32.1.3 The County shall distribute to the Team all net revenues determined in conformance with Section 32.1.2 from the Required Spaces on a monthly basis, on or before the tenth day of each month along with an accounting for total number of Required Spaces used for each Team Use Day. The Team shall have right to set the price to be charged for parking in the Required Spaces on Team Use Days. The County shall have the right to set the prices to be charged for parking in the Parking and Public Improvements at all other times. Within 60 days after the last MLB baseball game is played in the Ball Park with respect to each Lease Year, the parties shall reconcile the amount owed by the County to the Team, or by the Team to the County, as it respects the County's Costs, the parties agreeing that the monthly payment of net revenues for the Required Spaces will need to be reconciled after the end of each baseball season.

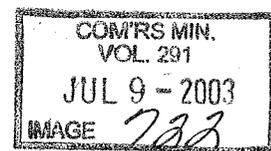
32.1.4 Notwithstanding the foregoing, the Team acknowledges that the availability of all of the Required Spaces to the Team on an exclusive basis for all MLB games and Team Use Day Events will be limited to the extent that simultaneous events are scheduled at Paul Brown Stadium as provided in Article 32.1.1. The Team agrees to cooperate with the County to develop a procedure to identify and coordinate events which are scheduled to occur simultaneously or within proximate time periods as Paul Brown Stadium and U.S. Bank Arena in order to avoid traffic congestion, provide for public safety and allocate parking revenues among all event sponsors or other Persons entitled thereto. In addition, the Team agrees to cooperate in the scheduling of Events, to the extent such scheduling or the ability to direct or cause changes to occur in such scheduling is within the control of the Team, in order to avoid or minimize scheduling conflicts for Events held in or about the "Central Riverfront" area.

32.1.5 The County shall maintain the Parking and Infrastructure Improvements in good repair, including the provision of adequate lighting and security. The County shall provide all personnel, equipment and supplies necessary to operate, maintain and repair the Parking and Infrastructure Improvements.

### ARTICLE 33

#### MISCELLANEOUS

33.1 Successors and Assigns. Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of the County and the Team, but also their respective heirs,



legal representatives, successors and assigns; *provided, however*, that this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.

33.2 Modifications in Writing. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the County or the Team unless in writing signed by the County or the Team, as the case may be, and approved by the Office of the Commissioner of Baseball, if necessary under MLB rules and regulations.

33.3 Recordation of Lease. Neither party shall record this Lease, whether in the public records of the County or elsewhere. At the request of either party, however, a short form Memorandum of Lease in form and substance reasonably satisfactory to both parties maybe recorded.

33.4 Heading. The headings of Articles and Sections are for convenience only and do not limit, expand or construe the contents of the Sections.

33.5 Time of Essence. Time is of the essence of this Lease and of all provisions hereof.

33.6 Default Rate of Interest. All amounts (including, but not limited to, Base Rent) owed by either party pursuant to any provision of this Lease shall bear interest from the date due until paid at the annual rate of four percent (4%) in excess of the "Prime Rate" or comparable rate published from time to time by the Wall Street Journal, or, if such rate ceases to be published therein, that rate published in another publication of national scope selected by the County, which rate the County reasonably determines is most comparable to the Prime Rate as defined in the Wall Street Journal as of the date of this Lease.

33.7 Severability. The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Lease.

33.8 Entire Lease. All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between the County (and its beneficiary, if any, and their agents) and the Team with respect to the subject matter hereof.

33.9 Force Majeure. If either party fails to timely perform any of the terms, covenants and conditions of this Lease on such party's part to be performed, other than the payment of money (except as provided in Section 22.9), and such failure is due in whole or in part to any Force Majeure, then the failing party shall not be deemed in default under this Lease as a result of such failure and any time for performance by such party provided for herein shall be extended by the period of delay resulting from such cause.

33.10 Antidiscrimination Clause. The Team shall not discriminate on the basis of race, color, political or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin or sexual preference/orientation. This shall apply to all

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IMAGE 723

organizations which receive permission for the use of all or any portion of the Ball Park Project, either in writing or verbally, from the Team. The Lease shall comply with all applicable state, local and federal laws, rules, regulations, executive orders and agreements pertaining to discrimination in employment, unlawful employment practices and affirmative action. The Team shall use reasonable efforts to encourage and promote opportunities for minorities and women in the operation of the Ball Park Project. The Team shall be an equal opportunity employer.

33.11 No Third Party Beneficiary. Except as specifically provided in Section 16.2, this Lease is for the exclusive benefit of the parties hereto and not for the benefit of any third Person, and this Lease shall not be deemed to have conferred any rights, express or implied, upon any third Person unless otherwise expressly provided for herein.

33.12 Choice of Law; Venue. This Lease shall be governed by, and shall be construed in accordance with, the local laws of the State of Ohio. The County and the Team agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in state courts located in the County of Hamilton, State of Ohio having subject matter jurisdiction over the matter in controversy. The parties further agree that this choice of venue is to be considered mandatory, and not permissive in nature, thereby precluding the possibility of litigation in any venue or jurisdiction. The parties agree that any final judgment rendered in any such action or such proceeding as provided herein shall be conclusive as to the subject matter of such final judgment, subject only to any right of appeal provided by the laws of the State of Ohio, and that once any such right of appeal has been exhausted or waived, such final judgment may be enforced in other jurisdictions in any manner provided by law.

#### ARTICLE 34

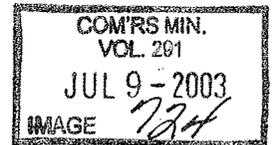
#### TERMINATION OF CINERGY FIELD LEASE

The parties acknowledge that the Cinergy Field Lease was terminated by mutual agreement of the parties hereto effective upon the occupancy of the Ball Park by the Team.

#### ARTICLE 35

#### MLB DOCUMENTS

Notwithstanding any other provision of this Lease, this Lease shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time: (a) any present or future agreements or arrangements entered into with third parties by, or on behalf of, any of the Office of the Commissioner of Baseball, the American and National Leagues of Professional Baseball Clubs, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada, Inc., and/or Baseball Television, Inc. (collectively, the "MLB Entities"), either on their



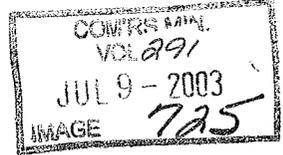
own behalf or on behalf of the Major League Baseball clubs; (b) any present or future agreements or arrangements entered into with the Team by any of the MLB Entities; and (c) the applicable rules, regulations, guidelines, policies, agreements, bulletins or directives issued by any of the MLB Entities.

## ARTICLE 36

### CONDITIONAL INCREASE IN MAXIMUM COUNTY CONTRIBUTION

The parties hereto acknowledge that the State has previously authorized the appropriation of funds to the County in the amount of Eighty One Million Dollars (\$81,000,000) for use in connection with public improvements associated with the new Cincinnati riverfront sports facilities, parking and other public improvements (the "Prior State Appropriation"). The parties further recognize that the County may seek additional appropriations from the State (i.e., in excess of the Prior State Appropriation) for additional costs incurred and to be incurred for such public improvements. Any funds so appropriated in the future by the State to fund costs incurred by the County for the types of public improvements for which the Prior State Appropriation was made shall be used by the County solely for such public improvements. However, the County hereby agrees that if amounts in excess of the Prior State Appropriation are appropriated by the State to the County in the future to be used for such public improvements (the amount authorized by the State for such projects subsequent to the date hereof, if any, in excess of the \$81,000,000 referred to above being referred to herein as the "Additional State Appropriations"), the Maximum County Contribution shall be increased by (a) fifty percent (50%) of the initial \$20,000,000 of any Additional State Appropriations, and (b) fifteen percent (15%) of any Additional State Appropriations in excess of the initial \$20,000,000 thereof. Notwithstanding the foregoing, (a) this Lease and the Team's obligations hereunder shall not be conditioned on authorization by the State of any Additional State Appropriations, and (b) the foregoing requirement to so apply Additional State Appropriations shall not apply to funds received by the County or the Team directly or indirectly through the State by way of grants, tax incentives, specific targeted appropriations or other matters which are not generally appropriated by the State for the same purposes as the Prior State Appropriation. The County and the Team agree to work cooperatively to attempt to obtain and maximize the amount of any Additional State Appropriations. As it relates to the 2003 OASFC Funds, the Team (i) disclaims all right, title and interest therein and thereto, (ii) shall work cooperatively with the County to obtain payment thereof as soon as practical and (iii) acknowledges that the same do not constitute Additional State Appropriations.

*SEE NEXT PAGE FOR SIGNATURES*



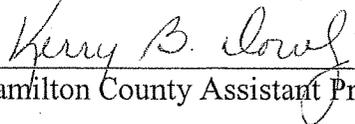
IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Lease Agreement to be executed as of the date first written above.

THE COUNTY:

**THE BOARD OF COMMISSIONERS OF  
HAMILTON COUNTY, OHIO**

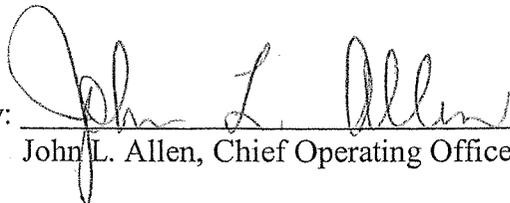
By:   
David J. Krings, County Administrator

APPROVED AS TO FORM:

  
Hamilton County Assistant Prosecuting Attorney

THE TEAM:

**THE CINCINNATI REDS, LLC**

By:   
John L. Allen, Chief Operating Officer

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## **Exhibit A**

**SITE**



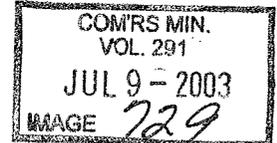
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IMAGE 728

## Exhibit B

# ARCHITECTURAL PROGRAM

# New Cincinnati Reds Ballpark

For Hamilton County, Ohio



## Final Ballpark Program Narrative

May 14, 1999

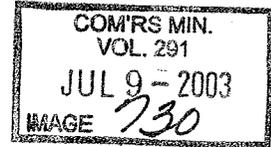


Hellmuth, Obata & Kassabaum, Inc.  
Sports Facilities Group  
323 West 8th Street  
Kansas City, Missouri 64105



# Executive Summary

Cincinnati Reds New Ballpark  
98-0604-00



This preliminary ballpark program narrative is for the Cincinnati Reds new ballpark. The new stadium will be constructed on a site between the existing Cinergy Field and Firststar Center. In addition to the stadium, there will be other development on the riverfront, which may include a parking structure, entertainment facilities, and other development components. Definition of these components is currently under discussion.

Opening for the new 45,000 seat stadium is scheduled for Spring of 2003.

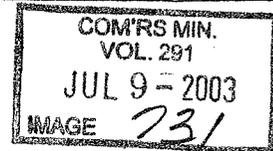
The stadium's primary use will be for major league baseball games. It is intended that the stadium will be used for other events, also, including other baseball events, concerts (no field seating), and other large assemblies.

This document includes a narrative description of spaces and components followed by a square footage summary. Descriptions of areas, including furniture, finishes, and equipment (FF&E) are included for space requirements only, as scope of work is to be determined. The information contained in this document is under development and review by the Reds, their consultants, and the design team. Refinements to the program will continue to be made during the design process.



# Program Narrative

Cincinnati Reds New Ballpark  
98-0604-00



*Note: This document is intended to serve as a "master guideline" in developing a Program Statement. All areas shown shaded and in italics are yet to be defined and contain "typical" program definitions which have been used in previous ballparks.*

## I. Spectator Facilities

### A. Spectator Seating

#### 1. Seating Bowl

252,000 s.f.

A total of 45,000 seats maximum for viewing baseball are planned in the following approximate general categories:

- |                               |                        |
|-------------------------------|------------------------|
| • Field Level Premium Seating | 300 seats              |
| • Reserved Seating            | 32,000 to 34,000 seats |
| • <del>Red Seats</del>        | <del>1000 seats</del>  |
| • Club Level Seating          | 2000-3000 seats        |
| • Suite Seating               | 650 seats              |
| • Bleacher Seating            | 6000 seats             |

Minimum sightline clearance shall be 2-1/4" above the eye level of the spectator in the preceding row. The first row of seats will be approximately 6" above the field and riser height shall vary from the minimum to 21" maximum. These front row seats may utilize low-rise seat standards. Minimum aisle width with seats on both sides shall be 48" wide, or as required by code.

"Redirected" seating, oriented towards the infield, shall be provided at all levels in the area from midfield to foul pole, for enhanced viewing comfort.

Disabled seating areas shall comply with applicable code requirements and current interpretations of ADA, and shall be located on an accessible route. All levels shall have disabled accessible seating.

#### 2. Field Level Premium Seating

This is the premium seating section located at Field Level in close proximity to home plate. Provide minimum 21" wide padded seats with armrests and cupholders, on a 36" min. tread. Seats are riser-mounted wherever possible. These seat holders have direct access to the "Field Club Lounge" located behind the Field Level Premium Seats. The Field Club Lounge is a conditioned space which features food and beverage service, and private toilet rooms. The Field Level Premium seats may also provide in-seat food and beverage service, to be determined.

A separate entry into the ballpark may be required for premium seat holders, depending on the configuration of the seating bowl.

#### 3. Reserved Seating

It is intended that individual reserved seats will be provided in both the lower and upper seating decks in prime locations for viewing baseball. All seats in this category shall be of the same color, to be determined, and are individual self-rising plastic seat and back pans with armrests and cupholders, on a 33" min. tread. Supports shall have decorative "Reds" logo on the end stanchions and should be riser-mounted wherever possible. The minimum seat width shall be 19" (except aisle seats, for coursing purposes). The maximum seats between aisles shall be twenty four (24) seats or as allowed by code, grouped in even numbers whenever possible.

**4. "Red Seats"**

Provide a unique type of premium seating. Cited options include the "Tiger Den" seating area at the new Detroit Ballpark and the "Loge" seating at Jack Kent Cooke stadium. The extent of these seats is to be determined.

**5. Club Seating**

Club seating is a premium seating section with a variety of amenities. It has a prime view of the field and minimum 21" wide self-rising seats with cupholders, on a 36" tread. Consider the option of padded seats. Seats are riser-mounted wherever possible. This section has direct access to a Club Level Lounge, to be located directly behind the back row of Club Seats. The lounge is a conditioned space with multiple food and beverage offerings, toilet rooms, and a business center. The Club Seats may also provide in-seat food and beverage service, to be determined.

**6. Suites**

There shall be approximately 51 total suites. Provide 44 regular luxury suites with 12 - 22" wide padded seats, each with cupholders. It is desired that up to 4 suites shall be designated for the owners/managements private use. Provide 3 large party suites which seat 24 each, two of which can be joined to seat a maximum of 48 persons combined. (See Section D-Suites, for further information)

**7. Bleacher Seating**

The bleacher seats shall be located in the outfield area. It is intended that the bleacher seats will be a bench with contoured backs. Minimum tread depth shall be 33". There will be a maximum of twenty-four 19" seats between aisles.

**8. Plaza**

Perimeter stadium entrance routes shall be designed for maximum flexibility, pedestrian safety, efficient movement, and freedom of choice, with adequate access and egress pathways for pedestrians.

The plaza area surrounding the stadium may include areas of pavers and/or special surface treatment and shall be provided with above grade hook-ups, to provide service to portable food and merchandise carts or kiosks. Provide "unique" sitting opportunities throughout the plaza. Graphic treatments on the plaza surface may highlight special Reds history and areas may be provided for sculptures identifying key moments in Reds history.

The Stadium project shall include the complete development of the entire stadium site including elements necessary and appropriate for the operation of the stadium and the enjoyment of the site by patrons. Elements shall include all landscaping and hardscaping, irrigation (by the way of a dedicated system separate from the playing field irrigation system), storm drainage, directional signage, fencing, lighting and other pedestrian and vehicular barriers.

**B. Public Entry Lobbies**

9 @ 600 ea.= 5,400 s.f.

This includes all public entry lobbies and elevator lobbies that allow access to premium seats. Provide (3) lobbies at each level, @ approximately 600 s.f. per lobby including waiting/seating areas with upgraded finishes.

Access to premium seat areas will be controlled by security whether that be staff personnel or card access.

**C. Club Lounges**

**1. Field Club Lounge**

4,600 s.f.

This lounge provides Field Level Premium seatholders a "social" space with food and beverage service in a comfortable atmosphere. The lounge shall have direct access to the Field Level Premium

seating area. It is desirable to provide natural light and direct views to the field, if feasible. Extent of amenities to be offered for these seatholders is to be determined. Toilet facilities will also be provided here for the exclusive use of Field Club Level seatholders (See Section I-E-2).

*(The square footage above represents the open lounge and bar area, only.)*

**2. Club Level Lounge 36,000 s.f.**

The Club Level Lounge serves as the concourse at the Club Level, providing an open area featuring a variety of food and beverage offerings and amenities located throughout the Lounge. Include a buffet service with sit-down seating areas, and featured bars with lounge seating and television monitors. Provide views to the field and river. Toilet facilities will also be provided here for the exclusive use of Club Level seatholders (See Section I-E-2).

Access to the Lounge will be provided by Club/Suite Level elevators, but may also include a separate entry with controlled access from outside the ballpark for use by private functions year-round.

**D. Stadium Suites**

**1. Luxury Suites 44 @ 500 ea.= 22,000 s.f.**

Approximately 44 suites shall be provided, preferably on a single level. Each suite will include a conditioned lounge area with a bar/kitchenette, a private toilet, coat closet and space for lounge seating. The bar/ kitchenette will include a back counter with lockable upper and lower cabinets, a bar sink, and space for equipment such as an ice maker and an under-counter refrigerator. There will be 2 tiered rows of 22" wide padded, fixed seats (seating an average of 12 persons total) with cupholders at the field side of the suite, for viewing the game. There will be a glass separation between the lounge area and the 2 rows of seating.

Provide (2) television monitors per suite. Provide a drinkrail and barstools behind the back row of the field view seats for additional seating.

Lighting shall be dimmable and/or controllable to allow for a party-type atmosphere.

**2. Owner's Suite 950 s.f.**

Provide a double-wide suite located in proximity to the home plate area for the Team Owners' private use for dining and entertaining guests. This suite shall be appointed with special amenities and upgraded finishes. Provide (4) voice/data lines, cabling for direct links to house cameras, and radio feed of game. Provide a computer/work area with space for a fax/copier/printer. The suite will include a private toilet room.

Direct access from a private lobby and the Reds administrative office areas, is desirable.

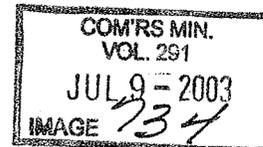
**3. General Manager's Suite 500 s.f.**

Provide a "working" suite located on the suite level, directly behind home plate, for the General Manager's use. This suite shall include a private toilet, work counters, (4) voice/data lines, and radio feed of game. Provide a total of (3) television monitors, one large monitor for game feed and two smaller, ceiling-mounted units for other games, news, or events. It is desirable for the sound of the main monitor to be connected to the speaker system with a toggle for switching from television to radio. Provide a lockable research library shelving unit.

Provide direct access from the Reds administrative offices and locate in close proximity to the stairs/elevator lobby dedicated to the clubhouse and press levels.

**4. Hamilton County Suite 500 s.f.**

Provide a private suite for Hamilton County's private use. It will include typical suite amenities and a private toilet.



5. **Sponsor's Suite** 500 s.f.  
Provide a private suite for sponsor's private use for dining and entertaining guests. It will include typical suite amenities and a private toilet.

6. **Party Suites** 3 @ 1000 ea.= 3,000 s.f.  
Party suites are made available on a game-by-game basis and feature the same amenities as regular luxury suites, but with a larger seating capacity. These suites shall be adjoining (with operable walls), to allow for a larger party's use. Each party suite shall seat approximately 24 persons.

## E. Public Toilet Rooms

1. **Public Toilet Rooms** 20,050 s.f.  
Toilet rooms shall be provided for men and women at every concourse level and distributed proportionately. The ratio of spectators to fixtures shall be based on a 50% male, 50% female attendance. Fixtures shall be provided based on the following ratios:

Lavatories	1 per 150 men 1 per 150 women
Water closets	1 per 150 men (up to 2/3 of which can be substituted with urinals) 1 per 75 women

Toilet rooms shall be equipped with accessories that include mirrors, shelves above lavatories, diaper changing counters, and toilet partitions. Options to have paper product dispensers provided by vendors are to be investigated. Purse holders shall be provided in the womens' toilet rooms. All toilet rooms will be accessible to the disabled.

All toilet rooms will be equipped with radio feed of game, general lighting, exhaust and cold water service (pending confirmation of code officials).

A janitor's/attendant's closet with service sink and storage area will be located to serve each pair of toilet rooms.

2. **Premium Level Toilet Rooms** 2,900 s.f.  
Toilet rooms provided for premium seat holders (Field Level Club, "Red Seats", and Club Level) shall also assume a 50/50 ratio of men to women attendees and the following fixture ratios shall apply:

Lavatories	1 per 150 men 1 per 150 women
Water closets	1 per 100 men (up to 2/3 of which can be substituted with urinals) 1 per 60 women

The equipment provisions included in the Public Toilet Rooms above shall also apply here but tempered water will be provided. Also, upgraded finishes are provided on the Premium Levels.

Each suite should have a private toilet with a water closet and countertop lavatory with a mirror.

3. **Family Toilets** 6 @ 80 ea.= 480 s.f.  
Family toilet rooms shall be provided at the main and upper levels in locations convenient to disabled seating areas for use by families with small children and disabled persons requiring assistance. Each family toilet room is a unisex facility with one water closet, one lavatory, a side chair or bench, and a changing table.

**F. Business Center**

632 s.f.

A business center will be provided at the Club Lounge and may be used during games, on non-event days, and other events. It should be located off the main Club Elevator lobby. The business center shall have a nice view, possibly of downtown or the river, and will consist of a business machine room and a conference/dining room for up to 18 people. Provide audio/video capabilities and upgraded millwork cabinets containing marker boards, video monitors, etc.

Provide a business machine room next to the conference room containing space for copy machines, fax machines, computer ports, and several semi-private telephone cubicles for business guests to use.

The concierge staff oversee the business center, therefore, a small control/monitor area shall be provided.

**G. Group Sales Facilities**

**1. Family Picnic Area**

12,000 s.f.

Provide a designated "picnic" area in the outfield commons area for use prior to game time. This area will consist of picnic-type tables possibly without views to the field. This picnic seating area is assumed to be used by families or others who bring their own food into the stadium.

*(The above square footage assumes 1,000 spectators.)*

**2. Group Sales Picnic Area**

6,000 s.f.

Pre-game activity space associated with group sales seating may be designated. This area may include a ticketed seat located in a tiered area with picnic tables and views to the field. A variety of food and beverage offerings may be provided.

Include a food prep area (square footage included above).

**H. Kids' Area**

**1. Activity Zone**

10,000 s.f.

A designated, controlled and supervised baseball-themed area shall be provided to contain baseball-related activity areas such as a pitching machines, batting cages, and/or games. This area should be accessible to all public areas and centrally located to all seating sections.

Provide "interactive" zone areas located in satellite areas throughout the ballpark. This may include a custom-themed playgrounds with custom finished equipment for smaller children and/or other "baseball" games. Provide seating areas and padded flooring.

**2. Kids' Concession Stand**

700 s.f.

A kids-oriented concession stand may be located in this area. It may feature a special menu and may be designed with "kid-sized" front counters and other special finishes, colors and graphics to continue the "kids only" theme.

**3. Kids' Novelty Stand**

300 s.f.

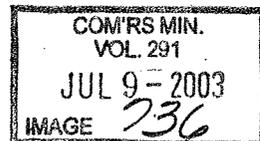
A kids-oriented novelty stand may be located in this area, which may feature kid's apparel, toys, and souvenirs, designed with "kid-sized" front counters and other special finishes, colors and graphics to continue the "kids only" theme.

**I. Sponsorship Area**

20,000 s.f.

*This new feature is reserved for a sponsorship entertainment area similar to Detroit's "Skyfield". This area may be open year-round and provide views to the field. This area should be located to take advantage of high traffic areas and may be a part of the Riverfront development project.*

*(Program for this area to be developed by sponsor.)*

**J. Fan Accommodations**

3 @ 120 ea.= 360 s.f.

A guest information booth shall be provided at each public concourse, either as a built-in booth or as a kiosk open to all sides. It will include service counters and lockable casework. These booths should be centrally located conveniently to provide maximized access to fans.

**K. First Aid**

1 @ 800, 1 @ 400= 1,200 s.f.

There shall be one main first aid station, centrally located at the Main Concourse, and a smaller satellite operation at the upper concourse. The main station shall have ready ambulance access and serve as a trauma treatment center, therefore location should be near an elevator. It is intended that the satellite stations will function as non-emergency treatment stations only.

The main station will consist of a small waiting room, a treatment room with 3-4 beds, a small doctor's office, a nurse's station, a lockable medical cabinet, a storage room and a unisex toilet room.

The satellite station will consist of a treatment room with 1 bed, space for a storage cabinet, and a holding area for emergency medical technicians.

Provide phone/data lines.

**L. Ticket Windows****1. Day-of Game Windows**

900 s.f.

Provide approximately 18 day-of-game windows located near home plate with access from both the interior and exterior of the ballpark. These windows should be in close proximity to the ticket operations offices, so that they can be conveniently serviced. (See Section VI-B for information regarding the Ticket Operations Offices.) All windows should be designed to allow for queuing without obstructing queue lines at gates. Each ticket window will include the following:

- A standing-height counter and a desk-height work surface, at the teller side
- A cash box drawer, a computer monitor, and a ticket printer (2'w. x 1'd. x 1'h.) – by others
- Bullet-resistant glass assembly with pass-thru tray trap and intercom system
- Back counter for credit card transaction equipment
- Phone/Data lines
- Window treatments for security reasons

It is desirable to have some sound separation between each window, perhaps with a partial high wall or a divider panel with sound deadening material.

**2. Advanced Ticket Windows**

500 s.f.

Provide approximately 6 advance ticket windows, which can be used for will-call, as needed. These ticket windows should be located at the exterior of the ballpark, behind homeplate, and should be a part of the main ticket office. A wall should separate the windows from the offices so that the offices are not visible from the outside through the ticket windows. Provide an additional (4) advance ticket windows at the interior of the ballpark which should also be a part of the ticket operations office.

An electronic ticket information board should be placed above the advanced ticket windows, to display future game information, prices, special events, etc. Provide a telephone and ATM machines in close proximity to ticket windows.

Provide reserved parking spaces for ticket customers, located near the advance ticket windows, with clear visible signage intensifying the box office.

### M. Hall of Fame/Tour Theater

10,000 s.f.

The Hall of Fame shall be designed to offer a unique, exciting experience for the Reds fans. It will be open year round and access should be provided from both inside and outside the park. It should be flexible to allow for changing exhibits, and have museum quality HVAC and lighting systems.

This facility may also include a tour theatre, located adjacent to the Hall of Fame, for viewing the Reds promotional film and as a location for business meetings, press conferences, and other group gatherings. The typical seating format in this facility is tiered theatre-style seating, oriented towards a front stage or screen. The theatre shall provide seating for up to 200 and include audio-visual capabilities suitable for business meetings, film projection and media events.

The "Media Library" and Team Store shall be located adjacent to the Hall of Fame with easy access from the street. Visitors will exit the Hall of Fame through the Team Store.

## II. Food Service & Retail Facilities

### A. Concessions

#### 1. Public Concession Stands

26,950 s.f.

Concession stands shall be located at all public concourse levels, appropriately distributed. A ratio of 1 P.O.S. (point of sale) per every 180 spectators on the public concourses shall be used to estimate the area of concession stands required. Allow 5 linear feet x 22' d. for each P.O.S., which shall include storage in the rear of the stand.

All concession stands shall consist of three perimeter walls and a serving counter wall. The front service counter will be secured by an overhead coiling door.

Provide utility rough-ins and ventilation in each stand, and determine the feasibility of having grease exhaust capability in each stand. If this cannot be accommodated within the budget, provide a minimum of 60% of the stands at each level, with grease exhaust. This allows more flexibility for the type of menu in each stand.

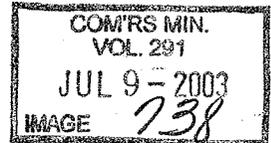
A food court will be provided at the main concourse, consisting of a cluster of concession stands offering specialty menus. No seating will be provided. (*Square footage for food court included above.*)

Concession stands at the club level will feature special food options and upgraded finishes.

#### 2. Portable Concession Carts

Portable concession carts will be used to sell items which otherwise would delay service in concession stands. They should be evenly dispersed throughout the concourses and should supplement the permanent stands to meet demand at high traffic locations. Consideration should be made for appropriate locations of queing lines.

Electrical connections shall be located throughout the concourses to allow for flexibility in placing the portables.



## B. Novelties

### 1. Main Retail Store 4,000 s.f.

The main retail store will be located on the ground level, allowing entry from both the street and from within the ballpark. It will be open on non-event days as well as event days. It should be located at a potential high traffic area, adjacent to the Hall of Fame.

### 2. Satellite Retail Store 1,000 s.f.

One or more smaller satellite stores with extensive glass frontage may be provided to supplement the main retail store.

### 3. Novelty Stands 6 @ 300 ea = 1,800 s.f.

There shall be approximately two walk-up type novelty stands at each public level, distributed proportionately along the concourses at high traffic areas, between the Main and Upper Concourses.

Each stand will contain a front counter and back wall, with additional storage at the rear of each stand. Only one entry per stand and an overhead roll-up door at the front counter will be provided.

In addition to the stores and walk-up stands, there may be portable retail units located along the concourse and/or at the exterior plazas, as needed, to meet demand at high traffic locations. Consideration should be made for appropriate locations of queuing lines.

### 4. Retail Warehouse 2,500 s.f.

Provide a storage and distribution area for in-park retail and novelty stores. It should be located in the service level adjacent to a loading dock with double doors and an overhead door.

## C. Specialty Restaurants

### 1. In-Stadium Themed Restaurant 8,000 s.f.

There will be a themed restaurant, such as a Microbrewery, preferably located facing the Firststar Center or accessible from the plaza, which allows views of the game action within the ballpark. It is intended that the restaurant will be open year-round and should have access from both inside the park and outside at street level.

The restaurant should be located to take advantage of high traffic areas and may be a privately developed and operated venture.

### 2. Beer Garden 2,000 s.f.

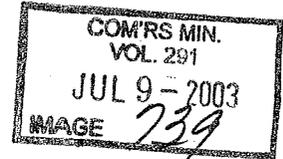
It is intended that there may be a beer garden located adjacent to the themed restaurant. This area may be reserved for group sales or may be open for pre-game and post-game activities.

### 3. Stadium Club Restaurant 10,000 s.f.

There will be a Stadium Club open to members on game days and open as a public restaurant at other times. It is assumed that the restaurant will have a seating capacity of ~~(300-400)~~ people. The Club should have fixed glazing with direct views of the playing field. It is intended that the restaurant will be open year-round and should have access from both inside the park and outside at street level. It is desired that a separate entry, with controlled access from outside the ballpark, be used for privated functions year-round.

This area may also include a terraced seating area on the playing field side accommodating up to ~~(300)~~ spectators.

The above square footage includes space for the bar/dining area, reception area, kitchen, restrooms and coat check. (Provisions for food service is yet to be determined.)



## D. Commissary

### 1. Main Commissary

25,000 s.f.

The main commissary, located in proximity to the food service loading dock, serves as the base of operations for the food service operator and as a warehouse for all food products served in the ballpark. The following facilities will be included in this area and in the square footage indicated:

- Concessions prep kitchen
- Dry good storage
- Refrigerated and frozen food storage
- Beer Box
- Ice Plant (Approx. 25' x 25')
- Distribution area

Food service offices will also be located within or in close proximity to the commissary.

(See Section VI,E – for additional information)

### 2. Vendor Commissary

6 @ 1,400 ea. = 8,400 s.f.

Three vendor commissaries @ 1400 s.f. shall be provided at each public concourse, evenly distributed between the first and third base dugouts. Each will contain space for a freezer, hand sink, ice machine, storage shelves, a cash register and other equipment as needed. Locate away from heavy traffic intersections in the concourse.

### 3. Employee Facilities

#### a. Entry Check-in Area

300 s.f.

Day of game entry for staff can be shared with the Reds event staff, but there should be separate timecard areas centrally located to the concession staff's wardrobe area and locker rooms.

A guard station may be provided for staff to show ID and gain access into the stadium.

#### b. Wardrobe Room

800 s.f.

Employees' uniforms are laundered, repaired and distributed to the employees here. Provide a distribution counter between the wardrobe room and the two locker rooms, and hanging and stacking fixtures. In the work area behind the distribution area, provide the laundry and repair facilities, including space for (2) commercial washers and (2) dryers, folding tables and hanging racks, and sewing/embroidery machines.

#### c. Concessionaire Locker Room - Men

1,500 s.f.

Locker and shower facilities shall be provided for 1000 male and female employees and are to be located adjacent to the entry area. Approximately 500 individual lockers shall be provided in the men's locker room. Provide 4-high, 12" wide lockers with changing bench and minimal shower and toilet facilities.

The timecard area should be located in close proximity to locker rooms to allow employees to punch timecards after they are dressed.

#### d. Concessionaire Locker Room - Women

1,500 s.f.

Locker and shower facilities shall be provided for 1000 male and female employees and are to be located adjacent to the entry area. Approximately 500 individual lockers shall be provided in the women's locker room. Provide 4-high, 12" wide lockers with changing bench and minimal shower and toilet facilities.

The timecard area should be located in close proximity to locker rooms to allow employees to punch timecards after they are dressed.

- e. Break Room 1,500 s.f.  
Provide a gathering area in the same vicinity as the locker rooms to be used for staff meetings, break room, waiting area, and other uses as appropriate.

This area may include the training area described below.

- f. Training Area 900 s.f.  
Provide a training area consisting of a meeting area and a mock-up concession stand at approximately 200 s.f.

## E. Food Service

1. Suite Kitchens/Pantries 2 @ 500 ea., 1 @ 7,000 = 8,000 s.f.  
Provide a suite kitchen @ 7,000 s.f. for preparing food served in the suites and in the Club Level Lounge. Two warming kitchens/pantries will also be provided at the Suite Level, one each at the first and third base lines. These pantries will serve as food prep and warming areas and also store serving materials and equipment.

2. Club Kitchens/Pantries 2 @ 500 ea., 1 @ 3,000 = 4,000 s.f.  
Kitchens are needed for servicing both club lounges, and for the in-seat service at the Field Club seats and the Club Level seats, if required.

Provide two warming kitchen/pantry @ 500 s.f. to service the Club Level Lounge and one kitchen @ 3,000 s.f. for the Field Level Club.

It is assumed that the Suite Level kitchens will service the Club Level, which will require a service elevator.

Note: Distribution of kitchen facilities is yet to be determined and may be reconfigured based on the design layout.

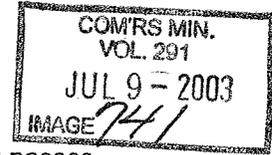
- F. Beverage Distribution Rooms 2,800 s.f.  
Provide approximately four pumping rooms @ 700 s.f. each at the Service Level to potentially accommodate draft beer and CO2 tanks for soda throughout the ballpark. Distribute proportionately.

## III. Media Facilities

### A. Press Box Facilities

1. Writing Press Area 2,500 s.f.  
There shall be approximately 100 stations for the writing press, in a tiered seating arrangement, for regular season play. The writing press stations shall have some type of closure system, to be determined, with clear views of the playing field and minimal vertical obstructions. Provide 18" deep writing counters @ 2'-6" wide per station, with a caster-base chair. Provide outlets at each station for electrical/telephone/data, and allow adequate clearance for adaptors to be plugged in. Provide a wall/counter space at the rear of the writing press area, for press hand-outs. The press box should include a sound system, closed-circuit television, and heating units, which should be located so that the heat source is close to the writers.

Provide a bank of (10-15) half-size cubicle lockers in the area between the press stations and the workroom, for personal storage.



There will be a ticket/check-in window dedicated for showing press credentials and issuing passes. Provide a dedicated elevator/stairway between press level and field level, with secured access.

Preference for the post-season pressbox is in the vicinity of the homeplate area where there is access to elevators and other support facilities, but this will require further evaluation by the Reds, as these seats are prime view spectator seats. Post-season requires an additional 350 positions for league championships. Provisions for post-season play may include the following:

- Cable tray access
- Empty conduit and device boxes
- Sufficient space within the seating bowl for conversion of seating areas to accommodate pressbox conditions

**2. Writing Press Workroom 400 s.f.**

Provide a large open work area adjacent to the writing press area containing tables, phones, fax, and office supplies for use by the writing press during events.

**3. Reds PR Workroom 250 s.f.**

The Reds PR work room shall be adjacent to the writing press area and contain a large counter top work area accommodating 5-6 people (used by MLB for post-season) and provisions for a large copy machine and fax machine. Storage cubbyholes for media guides, telephones, and multiple electrical/data outlets to support media needs of the Reds' public relations staff should also be provided.

**4. Press Toilet Rooms 2 @ 150 ea., 2 @ 200 ea. = 700 s.f.**

Toilet rooms shall be provided for men and women, conveniently located to both the press box and the broadcast booths. If broadcast and writing press are located on different levels, there shall be toilet rooms at each level.

**5. Press Conference Room/Interview Room 1,200 s.f.**

A press conference room shall be located at field level between the home and visitors clubhouse. It shall seat approximately 50-75 on a regular basis and 100+ during post-season and special events. Provide portable platforms in front (for interview subject) and at the back of the room (to accommodate up to 15 TV cameras). Provide cable connections along the back wall. This room may include a movable wall, to allow the room to be divided for small-scale press conferences or post-game and pre-game interviews for both home and visiting teams.

**6. Press Dining Room/Lounge 2,100 s.f.**

The press dining room shall be located on the same level as the pressbox, if possible, and will be used by the media and by the Reds staff. It shall seat approximately 75 persons min. at one time and is to include a buffet line service. It will be serviced by either a dedicated press dining room kitchen or the Suite kitchen, depending on location. Some type of physical separation (no door) should be provided to discourage the press from using the Reds' staff seating area.

Multiple AC and phone outlets should be provided within the press dining area for post-season use.

**B. Broadcasting Facilities**

**1. TV Broadcast Booths 2 @ 300 ea., 2 @ 150 ea. = 900 s.f.**

Provide four lockable booths for home (1) and visitors (1) T.V., and an additional (2) for auxiliary TV, which may also be used as auxiliary radio booths.

It is desired to have the home and visiting TV booths side-by-side in the center of the broadcast level or to have the home and visiting TV booths centered on homeplate with the high homeplate camera between them.

The auxiliary TV/radio booths may be designated for use by the local news crews, when broadcasting live remotes, therefore cable connections should be included. Cable connections should also be located on the playing field, at the dugouts, for live remotes.

Each booth shall have field side operable windows to allow open views to the field, with minimal vertical obstructions – in both open and closed positions. Provide a booth with a level floor (no tiering) with space for 3-4 people on the front row and a storage area for equipment lock-up. Provide a grid in the ceiling to allow for the use of light clamps.

**2. Radio Broadcast Booths** **2 @ 150 ea., 1 @ 200 ea. = 500 s.f.**

Provide three lockable booths @ approximately 150 s.f. each for home, visitors, and foreign radio (home radio might be slightly larger than others). Provide a tiered booth, with a 30" deep counter space for 3-4 people on the front row. The back of each booth should have an elevated platform for production staff. Heating units shall be installed below the level of the work surface, not at the canopy.

It is desirable, in the home radio booth, to have the producer on the front row, next to talent, with a movable glass divider to maintain communications. The home radio booth should also provide an extra monitor to keep current with satellite games and include cabinet space for keeping reference material at the ballpark.

**3. Scorekeeper's Booth** **150 s.f.**

The official scorekeeper shall have an individual booth located next to the home and visitor TV booth. Provide views to the field and include a microphone and telephone.

**4. Organist's Booth** **80 s.f.**

A small booth shall be provided next to or in close proximity to the scoreboard room for an organ and organist, with a view of the field.

**5. Scoreboard/PA Booth** **900 s.f.**

The scoreboard and video board control booth shall be located behind homeplate with direct views to the field. The booth shall be tiered, allowing space for 5-6 stations (with equipment) on the front row and space for 4-5 stations and equipment on the back row, which may not necessarily require views to the field. Provide built-in counters for control panels, provisions for tape and storage equipment, and a separate HVAC zone for this area.

The PA announcer and music engineer should be located in the space directly adjacent to the scoreboard room, separated only by a sliding glass door, for visibility and direct access between rooms.

Provide an editing room which may be located in a remote area within the ballpark. Close proximity to scoreboard room is not necessary, but preferable, and should include work counters and phone/data outlets.

**6. Video Production Room** **300 s.f.**  
*Provide an equipment room for in-house video production system.*

**C. Private Boxes**

**1. Visiting General Manager's Box** **240 s.f.**

A private box for the visiting General Manager will be provided at the Press Box Level for 4-6 persons. Provide a writing counter with tiered seating, lounge seating, and a small kitchenette set-up at the rear of the box.

## D. Camera/Still Photo Positions

1. **Camera Positions** 300 s.f.  
Provide camera positions per MLB requirements for television cameras including the following:

- high home
- high first and third
- centerfield
- low first and third
- low home
- down the line - first and third
- foul poles
- left and right field - baselines
- overhead - over the plate
- high-high positions - points of view overlooking the river and skyline
- bullpens as design dictates

"Beauty shots" of downtown and the river from the stadium, are also desired.

2. **Still Photo Positions** 350 s.f.  
Provide still photo wells at the inside and outside of each dugout. Still photo requires the following:

- At 1<sup>st</sup> base - 2 positions inside 1<sup>st</sup>, 8 positions outside
- At 3<sup>rd</sup> base - 2 positions inside 3<sup>rd</sup>, 8 positions outside
- At Homeplate - 1 position
- Allow 30" wide, 5' deep for each position
- Provide multiple duplex outlets and phone jacks. The still photo well should be approximately 3' below the field level
- Water fountain in each well, if possible

3. **Still Photo Workroom** 350 s.f.  
Provide a workroom area which may be divided for use by AP photographers and photographers of smaller papers.

Provide a 10' x 20' min. dedicated work area for the Associated Press, used for transmitting. Provide 30 linear feet of counter space, with chairs, to be used for computers, scanning, and editing equipment. Phone and data outlets should be provided at each workstation.

Provide a smaller work area at the other end of the room to be used by all other news agencies and possible overflow. Provide work counters, with chairs, and phone/data outlets at each workstation. One workstation should be dedicated to the Reds team photographer.

Provide a bank of (10-15) half-size cubicle lockers for personal storage.

4. **Still Photo Darkrooms** 3 @ 80 ea. = 240 s.f.  
Provide (3) individual darkrooms @ 80 s.f. each adjacent to the still photo workroom with electrical and plumbing rough-ins and standard dark room work counters. One darkroom should be dedicated for use by the Associated Press.

## E. Media Facilities

1. **Truck Parking** 9,000 s.f.  
Provide space for at least 6 large, expandable mobile units (24' x 60') to be accommodated inside the stadium structure itself, along with the termination of all in-house cabling and communications. This

area can be designed such that the units can remove their tractors for better use of space. Provide sufficient power to this area as mobile units require substantially more power than current trucks.

Satellite truck parking should be provided with a clear line-of-sight to the south and west. Secured parking space for 4-6 local television vans shall be provided with line of sight to local transmitting stations. Power and cable routing shall be provided to each stall. If clear line-of-sight is not available, then appropriate space shall be provided for permanent installation of required satellite dishes. If satellite trucks are parked away from the mobile units, substantial cable interconnects should be installed.

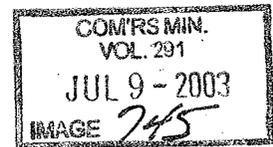
2. **Production Crew Area** 650 s.f.  
Provide a lounge area for television production crews, located adjacent to the television dock. Space for catering may be provided which may require multiple electrical outlets along a wall.
3. **Storage Room** 200 s.f.  
Provide a room, near the truck parking area, with lockable cages, to be used by media, as needed.
4. **Toilet Room** 2 @ 80 ea. = 160 s.f.  
Provide (2) unisex single fixture toilet rooms for broadcast crew personnel working in this area.

## IV. Clubhouse Facilities

### A. Home Clubhouse

1. **Players' Locker Room** 3,000 s.f.  
Provide 45 wood lockers @ 48" wide x 36" deep each with space for a caster-base or stacking chair in front of each locker. It is preferable that the lockers layout in a round or elliptical shape with lounge furnishings in the center. Television monitors and a stereo system shall be provided in the locker room. Each locker shall be provided with data/power outlets and lockable storage space. Player mail cubbyholes and secured boxes for valuables shall be located in small room off the locker room.
2. **Players' Grooming Area** 1,000 s.f.  
This is the wet area of the locker room to be located out of the line of sight of visitors within the clubhouse. Provide a gang shower with a minimum of (15) wall-mounted heads and an adjacent drying area with built-in towel shelf and towel rods. Adjacent toilet room shall include 6 water closets, 6 urinals and a vanity counter with 6 lavatories, full-length mirror, electrical outlets and a shelf above. Provide a storage closet nearby with shelves to hold grooming supplies.  
  
Provide a sauna room and a steam room adjacent to the drying area.
3. **Coaches' Locker Room and Grooming Area** 700 s.f.  
The coaches' locker room shall be located some distance from the players' locker room and will contain 8 lockers @ 48" wide x 36" deep each. Provide space for a caster-base or stacking chair in front of each locker.  
  
Provide a grooming area, accessible through the coaches' locker room, to include a 4-head shower and a toilet room with 1 water closet, 2 urinals and a vanity counter with 2 lavatories, full-length mirror, electrical outlets and a shelf above.
4. **Manager's Office/Locker Room** 300 s.f.  
The manager's office shall be sized to accommodate a large desk, sofa, chairs, and space for 15-20 reporters (standing). The manager's private toilet room with shower and locker will be located in a separate room within the office.

The manager's office should be accessible from both inside and outside of the clubhouse, and should allow the media entrance without having to pass through the locker room area.



5. **Coaches' Meeting Room** 250 s.f.  
This shall serve as a coaches' workroom located adjacent to the coaches' locker room. It should include bookshelves and a conference table large enough to seat 10-12 persons which can be broken down into smaller tables. One entire wall surface should be of marker board material.
6. **Chapel** 300 s.f.  
This area shall be located near the player's locker room to serve as a chapel, or for similar use by players who want to pray or have quiet time away from the noise of the locker room. Provide a cluster of (4) study carrels, bookshelves, and a podium in the soft-lit, carpeted, "soft" surface space to add comfort and quiet to room. A door with acoustical value may also be provided.
7. **Players' Dining Area** 1,000 s.f.  
This area is used for serving meals to players and coaching staff. It includes a small service kitchen and a dining area. The dining area shall include 4-6 seat tables and counter seating for a total seating of about 30 at one time. Provide glass-front coolers and a side counter for beverage set-ups and snack racks.  
  
The "open" service kitchen will include work counters, cabinet space (upper and lower), commercial range with 4 burners, microwave, double sink, residential dishwasher, ice machine and commercial refrigerator. Provide a built-in warming surface on a side counter of lounge space.  
  
Provide a small storage room for dry goods storage. Either caged area in the equipment room or a small separate room off the dining area, may be used for a pantry storage.
8. **Players' Lounge** 400 s.f.  
Provide a separate comfortable lounge seating area adjacent to the player locker room. This area includes space for game equipment such as ping-pong tables, which aid players in hand-eye coordination skills. Provide television monitors and phone/data outlets.
9. **Batboy/Staff Locker Room** 320 s.f.  
The batboys' locker room, which is shared with Reds Administrative male staff on non-game days, should be located within the clubhouse, but away from the player's lockers. It contains 12-16 full-height 12" wide gym lockers. There is no need for shower facilities as the player's grooming area can be used when the players are done.  
  
*(See Section V-A-10, Reds' Staff Locker Room/Batgirl – for batgirl facilities)*
10. **Training Room** 1,250 s.f.  
The training room is used for rehabilitation and for emergency treatment of home or visiting players in a game situation, therefore it should be located to allow direct and easy access to the playing field. Provide four treatment tables. Provide space for 5-6 treatment tables, with lockable upper and lower cabinets, a work counter with sink, and a small refrigerator located along one wall. A Biodex machine, and other required equipment (equipment by others) will be located near the treatment tables. Include space for an open stretch area. It is desired to provide a small, separate room within the training room to be used for therapy on acute injuries. Provide electrical outlets as needed.  
  
Provide double doors into the room from the field access path, for easy access by a gurney.  
  
Direct visual connection into the hydrotherapy room is required. Provide a window between the training room and the hydrotherapy room.
11. **Training Staff Office** 500 s.f.  
The training staff office shall provide workstations for the head trainer, assistant, and therapist. A part-time chiropractor, massage therapist, and physical therapist will also utilize this office on a part-time basis. Each workstation will contain work space, a computer, file storage, and work chairs.

Provide 3 cubicle-type lockers and separate shower facilities including a single shower, a water closet, and a lavatory in an enclosed space within the office.

Direct visual connection into the training room is required.

**12. Training Staff Meeting Room** 200 s.f.

A meeting room located between the exam room and the training offices is desired for reviewing videotapes of training/treatment methods and to discuss players' treatments in private, away from player interruptions. Space for a TV, VCR, and shelving for tapes and a reference library, should be provided.

**13. Physical Therapy/Chiropractic/Massage Therapy Rooms** 3 @ 100 ea. = 300 s.f.

Provide one room each, adjacent to the training room for therapeutic treatment. These rooms shall include their respective treatment tables and circulation space.

**14. Team Doctor's Office** 250 s.f.

The doctor's office shall be adjacent to the training room. It shall have double doors to provide a clear space path for a gurney in trauma situations. The space will be used as both an office and an exam room, for conducting medical procedures. Provide space for a desk and two chairs, a counter with a sink, a treatment table, and a medical equipment work cabinet.

A distinct separation between the office and the exam area should be apparent.

**15. X-Ray Room** 200 s.f.

The x-ray room will be located between the Home and Visitor's Clubhouse providing double door access both from the service tunnel and from within the home clubhouse. Separate the imaging area from control areas, using x-ray protection. Provide counters in control area.

The doctor's office should be in close proximity.

**16. Hydrotherapy Area** 1,000 s.f.

This is a wet area which shall be enclosed for moisture and humidity control, and located in close proximity to the training area. It will include an ice machine, two full body whirlpools, one extremity whirlpool, an 8-person spa whirlpool, and a Swim-X unit. Provide a work surface with storage cabinets as well as a window for direct view into the hydrotherapy room from the training room. A single shower and toilet room is desired within this area.

Provide adequate drainage and curbing to ensure that water does not seep into training room.

**17. Training Storage Room** 200 s.f.

Provide a storage room near the training room for storing tape and other bulk training supplies.

**18. Weight Training Area** 2,800 s.f.

The weight training/conditioning room, with distinct areas for cardio equipment and weights, should be a large room in close proximity to the training room with entry off the service tunnel. It will contain space for various weight training equipment and an open area in the center of the room for stretching, med ball, etc. Allow a 10' x 10' open area within the room for hand/eye coordination exercises. Include a small counter with sink, and upper and lower cabinets (for making health drinks) with electrical outlets. Provide a toilet room if weight area is not located next to the locker room. Also provide a small storage room for small equipment, within the weight room.

The weight training area shall have a full length mirror along one wall, high ceilings, sound attenuation, a built-in sound system, and rubber mat flooring.

Provide an enclosed office for the strength and conditioning coach, located within the weight room. It should include a desk and chair, file storage, guest seating for 2-3 people, and a cubicle locker. This office shall have a clear view into the weight training area.

*(All spaces mentioned above are included in the square footage indicated)*

**19. Equipment Room**

**1,080 s.f.**

The equipment room is the main clubhouse storage room, which is used to store uniforms and other game day equipment. This room shall consist of storage shelving, lockable cabinets, and a caged ball room (8'x8'). Allow adequate space for a pallet driver to maneuver. There shall be double doors off the service corridor with sufficient head clearance for a pallet driver.

Provide a lockable room of 80 s.f. adjacent to the equipment room with shelving for individual players' personal items, which is included in the square footage indicated.

**20. Clubhouse Manager's Office**

**150 s.f.**

The clubhouse manager's office shall be located within the clubhouse, with a direct view into the player locker room area and the player dining area.

**21. Storage Trunk and Luggage Room**

**400 s.f.**

Provide a lockable room for storing large travel trunks, with a double door leading directly to the service corridor. Trucks should be able to back up to this area to load the travel trunks.

**22. Laundry Room**

**650 s.f.**

This laundry room services the home clubhouse only (visiting clubhouse has its own laundry room). It shall include space for three 50lb. washers, one top-loading washer, three commercial dryers, a scrub sink, a large hanging rack, a towel rack, folding surface and cabinets for supplies. It shall also include a slop sink at one corner. If possible, the washing machines should be installed on an elevated slab, for easier loading and unloading.

Location of laundry room shall be in close proximity to locker room.

**23. Videotape Room**

**500 s.f.**

The videotape room shall be used for team video production and video viewing stations for 8 players and coaches. It should be located within the clubhouse but with second entry off the service tunnel. If the video room is not in close proximity to the dugout, additional space for video viewing off the dugout tunnel shall be provided, to facilitate viewing during a game.

Provide a private office or workstation for the video coordinator, including 4 - 19" monitors w/ VCR's and a work counter with cabinet space for tape storage and video archives. Include a satellite dish hook-up for taping of other games. A large lockable closet should be located in the video area for storage of video equipment.

Fixed camera positions for team video shall be located at home, centerfield, outside first and third base dugouts. These cameras will be remote controlled from the video coordinator's office.

**24. Family Lounge**

**800 s.f.**

The home family lounge should be located adjacent to the clubhouse. The lounge should accommodate 40-50 people at one time and should be equipped with cabinets, countertops, and a bar sink. A "kid's area" should be at one end of the room with a TV/VCR, and 1 or 2 baby beds. The "adult" area should be at the other end of the room and include lounge furniture, another TV, a microwave, and a small refrigerator. Provide single fixture men's and women's toilet rooms with changing tables, a coat closet, and a small storage area, to be located within the lounge.

## B. Home Dugout Tunnel

1. Home Dugout 960 s.f.  
The dugout shall be approximately 80' long by 12' deep. Provide (1) access point from the field into the dugout to allow players and coaches to pass through the same area. The design of the bat/helmet rack has yet to be determined but should be located at the tunnel field entrance.

Provide heating units (radiant heat above or below the benches is desirable) and recessed hooks above the players heads. Provide a phone with connection to the bullpens, clubhouse, and press box.

2. Dugout Tunnel 600 s.f.  
The dugout tunnel connects the clubhouse to the dugout and also contains a batswing area and field toilet room located behind the dugout. The batswing area will be an open area for batswing practice. A toilet room with one water closet, two urinals, and a lavatory will be located adjacent to the dugout.
3. Batting/Pitching Tunnel 3,600 s.f.  
The batting/pitching tunnel will include (2) 18' x 90' cages, side-by-side. They will be used by the home team only and should be located in close proximity to the clubhouse and dugout. Provide (4) video cameras in batting tunnel located at both sides and at each end.

Consider providing (1) 60 yd., 2 lanes wide, rubberized sprint track along the side of the batting tunnel.

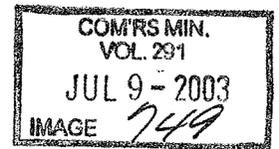
## C. Visitors Clubhouse

1. Players' Locker Room 2,600 s.f.  
Provide 40-50 wood lockers @ 42" wide x 36" deep each. Provide space for a stacking chair in front of each locker and lounge furniture in the center of the room. Wall or ceiling-mounted TVs are to be located in view of all lockers.
2. Players' Grooming Area 1,000 s.f.  
This is the wet area of the locker room, which includes showers, toilets and lavatories. Provide gang shower with a minimum of (15) wall-mounted heads and an adjacent drying area with towel shelves and towel rods, located away from the direct view of the locker room. Adjacent toilet room shall include 6 water closets, 6 urinals, and a vanity counter with 6 lavatories, full-length mirror, electrical outlets and a shelf above.
3. Coaches' Locker Room and Grooming Area 600 s.f.  
The coaches' locker room contains 8 cubicle type lockers @ 36" wide x 36" deep each. Provide space for a stacking chair in front of each locker.

Provide a grooming area, accessible through the coaches' locker room, to include 3-4 head gang shower, a toilet room with 2 water closets, 2 urinals, and a vanity counter with 2 lavatories, full-length mirror, electrical outlets and a shelf above.

4. Manager's Office/Locker Room 240 s.f.  
The manager's office shall be sized to accommodate a desk, guest chairs for 2-3 people, and space to meet with media (up to 10 standing). The manager's private toilet room with shower and locker will be located in an enclosed space within the office.
5. Players' Lounge 800 s.f.  
This area is used for serving meals to players and coaching staff. Provide space for tables and chairs to accommodate 20-25 people. Provide a small open service kitchen adjacent to the lounge, including an oven w/ stovetop, microwave, commercial refrigerator, residential dishwasher, counter surface with sink for beverage set-ups and snack displays, and a dining area with space for 2 glass-front coolers.

Provide a comfortable lounge seating area with television monitors.



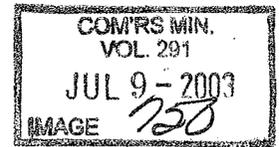
6. **Training Room** 600 s.f.  
The training room shall contain four treatment tables and a work counter w/sink. Include a space for 4 large trunks @ 4'w x 3'd x 6'h next to the counter so that trainers can work directly out of these trunks. Provide a wet area adjacent to the training room with two full body whirlpools.
- Provide a separate trainer's office adjacent to training room, if possible.
7. **Weight Room** 1,000 s.f.  
The weight room shall include weights and conditioning equipment, and be located in close proximity to the training room. The Reds' administrative staff will be allowed to use this facility during non-game days.
8. **Equipment Room** 250 s.f.  
The equipment room is used for storing equipment bags and trunks and should have direct access to the equipment truck loading area. Double doors will be provided off loading area.
- Due to the proximity of Louisville, Kentucky, where Louisville Sluggers are manufactured, visiting teams get bat orders filled while in Cincinnati and will temporarily store them in this equipment room.
9. **Holding Room** 250 s.f.  
Provide additional storage space to use as an auxiliary holding area, when outgoing visiting teams' departure overlaps with the incoming team.
10. **Visitor Clubhouse Manager's Office - (optional)** 150 s.f.  
An office is desired for the clubhouse manager's office which shall be located at the entrance to the clubhouse and should include space for a desk, chair, and file storage.
11. **Laundry Room** 270 s.f.  
This laundry room shall include two 50 lb. washers, a top-loading washer, two commercial dryers, a scrub sink, a hanging rack, folding surface and a cabinet for supplies. It shall also include a slop sink at one corner. If possible, the washing machines should be installed on a raised slab, for easier loading and unloading.

#### D. Visitor Dugout Tunnel

1. **Visitor Dugout** 960 s.f.  
The dugout shall be approximately 80' long by 12' deep. Provide (1) access point from the field into the dugout so that players and coaches pass through the same area. The design of the bat/helmet rack has yet to be determined but should be located at the tunnel field entrance.
- Provide heating units (radiant heat above or below the benches is desirable) and recessed hooks above the players heads. Provide a phone with connection to the bullpens, clubhouse, and press box.
2. **Dugout Tunnel** 600 s.f.  
The dugout tunnel connects the clubhouse to the dugout and also contains a field toilet room located behind the dugout. Provide a toilet room with one water closet and a lavatory.
3. **Batting/Pitching Tunnel** 1,800 s.f.  
The batting/pitching tunnel will include one batting/pitching cage @ 18'x90', which will be used by the visiting team. It is preferred that it should be located away from the visitor's dugout.

#### E. Umpires' Locker Facilities

- 800 s.f.  
The umpires shall have 8 cubicle type lockers @ 50" w. each (wide enough to accommodate a standard umpire's footlocker).



Provide a grooming area adjacent to the locker area with a 2-head gang shower, 1 water closet, 1 urinal and a vanity counter with 2 lavatories, mirror, electrical outlets and a shelf above.

There shall be a separate lounge space located between the men's umpire locker room and the women's facilities so that it adjoins the two locker rooms. (See Section F, Star Dressing Room, for women's umpire locker room.) Provide space for lounge furniture, television and cable access, and exercise equipment such as stationary bikes.

The umpires shall have a separate field entry tunnel from the home and visiting teams.

## F. Auxiliary Clubhouse

### 1. Auxiliary Locker Room 2,000 s.f.

The auxiliary clubhouse shall be able to accommodate either one large group or two smaller groups of men and/or women. Therefore, the locker room should be subdividable and 2 shower/toilet areas should be provided, one at each end of the joint locker room area. These locker rooms will be used for events such as old-timers games, high school/collegiate playoffs, and for performers at special events held in the stadium.

Provide approximately (25) 18" wide metal lockers in each locker area, for a total of 50 lockers. Provide a proportionate number of shower heads, water closets, urinals, and a vanity counter with lavatories, a mirror, shelf, and electrical outlets.

Typically, the visitor's locker room is used for one team and one of the auxiliary locker rooms is used for the other, but the second auxiliary locker room may be needed in tournament situations where there is an overlap of one team in pre-game mode and another in post-game mode.

### 2. Star Dressing Room 250 s.f.

The star dressing room will double as the women's umpire locker room and should provide 3-4 cubicle type lockers @ 50" wide each. Provide a grooming area adjacent to the locker area with space for a shower stall, a water closet, and sink.

— There shall be a separate lounge space located between the men's umpire locker room and the star dressing room so that it adjoins the two locker rooms.

### 3. Mascot Dressing Room 300 s.f.

Provide space for a changing area, wardrobe closet, a shower stall, a water closet, and sink, for mascot's use.

## V. Service and Operations Facilities

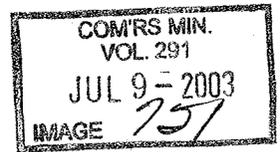
### A. Stadium Personnel Facilities

#### 1. Employee Entry /Check-in Area 300 s.f.

All Reds' day-of-event employees and staff shall use a central entry/check-in point to the ballpark. This area shall include space for a time clock, timecards, and tackboard to post employee notices.

#### 2. Event Staff Locker Room - Men 500 s.f.

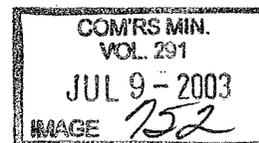
Locker and shower facilities shall be provided for ushers and ticket takers. Assuming a 60/40 ratio of men to women, approximately 24 male ushers are used in a capacity crowd. Assuming a 90/10 ratio of men to women, approximately 40 male ticket takers are used in a capacity crowd. Provide (80) 12" wide, 3-4 high individual lockers with changing benches to store personal belongings and clothes. Provide 2 shower stalls, 1 water closet, 1 urinal, and 1 lavatory.



3. **Event Staff Locker Room - Women** 350 s.f.  
Locker and shower facilities shall be provided for both ushers and ticket takers. Assuming a 60/40 ratio of men to women, approximately 16 female ushers are used in a capacity crowd. Assuming a 90/10 ratio of men to women, approximately 5 female ticket takers are used in a capacity crowd.  
Provide (40) 12" wide, 3-4 high individual lockers with changing benches to store personal belongings and clothes. Provide 1 shower stall, 1 water closet, and 1 lavatory.
4. **Supervisor's Office Area** 2 @ 150 ea. = 300 s.f.  
Provide office space for supervisors adjacent to the locker rooms. Provide one office with workstations for (1) usher coordinator and (2) usher supervisors.  
  
Provide another office with workstations for (1) ticket taker coordinator and (1) chief ticket taker.  
  
These offices are to be used on event days only.
5. **Employee Toilet Room - Men** 300 s.f.  
Provide toilet room for Event Staff employees use only, located in close proximity to the check-in area and locker rooms. Provide 2 water closets, 4 urinals and 4 lavatories with mirror.
6. **Employee Toilet Room - Women** 300 s.f.  
Provide toilet room for Event Staff employees use only, located in close proximity to the check-in area and locker rooms. Provide 6 water closets and 4 lavatories with a mirror.
7. **Employee Break Area** 600 s.f.  
There shall be an area provided for use as a break room/meeting area during games and events, located in the same vicinity as the locker rooms. Include a small kitchenette, vending machines, and provide space for tables and chairs.
8. **Employee Staff Break Rooms** 2 @ 300 ea. = 600 s.f.  
There shall be a break room for staff provided at the main and upper concourse level to accommodate 25 people, with space for chairs, tables, and vending machines. These rooms should be located away from public view.
9. **Reds' Staff Locker Room - Women/Batgirls** 320 s.f.  
The Reds' female staff locker room should be located in close proximity to the clubhouse. It contains 12-16 full-height 12" wide gym lockers. Provide minimal shower and toilet facilities.  
  
This locker room is to be used by batgirls.

## B. Stadium Operations

1. **Ballpark Operations Offices** 3,000 s.f.  
Provide Stadium Operations staff offices to be located in close proximity to the Reds Administrative Offices located within the ballpark. This following spaces shall be included:
- A reception area with a workstation for the Admin. Assistant and a waiting area for 2-3 people
  - A private office for the Director of Stadium Operations
  - A private office for the Assistant Director of Stadium Operations
  - A private office for the Stadium Supervisor
  - A private office for the Stadium Superintendent/Field Supervisor (off-season office)
  - A game supervisors room, for 15-20 people, with workcounters and shelves above
  - A small conference room
  - Copy/office supply room
  - Storage room



- Break room
- Unisex toilet room

The Operations Office should be located to allow access by ballpark spectators, outside vendors and other guests as necessary.

2. **Building Command Center** 1,000 s.f.  
The command center contains manned operating controls and monitors for security, elevator, PA, fire and life safety equipment within the ballpark. Approximately (4) staff members may be working at the same time within this space.

Locate command center in close proximity to the service dock and to the service entrance, if possible, to oversee these activities. This room shall be secured but have window walls, to allow maximum visual access.

Provide a secured area for radio storage.

### C. Building Security

1. **Security Command Post** 450 s.f.  
Provide a booth in the outfield area with an unobstructed view of all seating sections, if possible, to serve as the command post for ballpark security/police personnel. Provide a work counter for up to six security and/or police personnel, a conference table seating 12, and radio and phone connections.

Provide a unisex toilet in close proximity to command post. *(Square footage included above)*

2. **Security Office** 425 s.f.  
Provide a security office at the Main Concourse where a spectator can go to file a report. Provide a counter reception area and a roll-call room for up to 12 officers, and radio racks. No lock-up cells will be provided as the CPD will remove offenders from the building directly into police vehicles.
3. **Security Staff Locker Room - Men** 500 s.f.  
Provide separate dressing rooms for male and female security staff, with 25-12" wide metal lockers and dressing area in each room. Include a shared break room adjacent to dressing rooms.
4. **Security Staff Locker Room - Women** 320 s.f.  
Provide separate dressing rooms for male and female security staff, with 10-12" wide metal lockers, a changing bench and 1 shower stall. Include a shared break room adjacent to dressing room.
5. **Security Staff Break Room** 200 s.f.  
Provide small break room adjacent to security staff dressing rooms.

### D. Stadium Maintenance Shop Areas

Note: The following shop areas are designated for Stadium Maintenance staff. Separate, but similar facilities are required for the Reds maintenance. (See Section V, E – Reds' Shop Areas)

1. **Maintenance Shop** 3,000 s.f.  
Provide one shop area, which may be subdivided into individual shops, for ballpark carpenters, electricians, and plumbers. Include workbenches, shop equipment, and a caged area within, for parts storage.
2. **Break Room** 250 s.f.  
Provide a break room to be shared by Stadium Maintenance and Reds' shop staff. It shall be located in close proximity to all shop areas. Include space for tables and chairs for 10-12 persons, vending machines, a refrigerator, and a counter with a sink.

3. Tradesmens' Locker Room- Men

1,200 s.f.

Provide a shared locker/shower room with approximately 60 full height lockers, to be shared by all male shop tradesmen. Provide showers, toilets, urinals and lavatories and include a chemical wash-down shower. Location should be central to the shop area.

4. Tradesmens' Locker Room- Women

625 s.f.

Provide a shared locker/shower room with approximately 20 full height lockers, to be shared by all female shop tradesmen. Provide showers, toilets, and lavatories and include a chemical wash-down shower. Location should be central to the shop area.

E. Reds' Shop Areas

3,000 s.f.

Shop areas for Stadium maintenance staff and for the Reds may be located next to each other. All shops may be combined into one large shop area subdivided in caged areas. Provide a space for a wash-down area with a drain. Provide fire-separated storage areas where required in each. Shop areas should include workbenches, shop equipment, and a caged area within for parts storage.

1. Carpenters' Shop

Provide work space for ballpark carpenters including a workbench/machine area and storage racks for lumber. Head carpenter's office shall be located within the carpenters shop.

2. Electricians' Shop

Provide workshop space and storage racks for lamps and other equipment. Head electrician's office shall be located within the electricians' shop.

3. Plumbers' Shop

Provide workshop space with storage racks and shelves. Head plumber's office shall be located within the plumbers' shop.

4. Paint Shop

Provide workshop space with area for spray rigs and storage racks. Include an office within the shop. This is a "dirty" operation which should be separated from other "clean" areas. Proper ventilation of paint fumes is required.

~~5. Superintendents' Locker Room- Men 325 s.f.~~

~~Provide a shared locker/shower room with approximately 6 full height lockers for the superintendents.~~

~~Provide 2 shower stalls, 1 toilet, 1 urinal and 1 lavatory. Location should be central to the shop areas.~~

~~6. Superintendents' Locker Room- Women 325 s.f.~~

~~Provide a shared locker/shower room with approximately 6 full height lockers for the superintendents.~~

~~Provide 2 shower stalls, 1 toilet, and 1 lavatory. Location should be central to the shop areas.~~

7. Superintendents' Offices

4 @ 120 ea. = 480 s.f.

Provide 4 private offices adjacent to the shop area for superintendents – grounds, stadium, maintenance, and other.

F. Groundskeeping Facilities

The following requirements are typical spaces used in previous projects and need to be reviewed by the Reds' head groundskeeper.

1. Head Groundskeeper Office 300 s.f.

Provide an office for the head groundskeeper which shall include meeting space for the grounds crew.

- 2. **Equipment and Bin Storage Area** 5,000 s.f.  
This is the main storage and equipment area for the groundskeeping operation. It shall include space to store and maneuver large tractors, mowers and other groundskeeping vehicles. Provide bin space for 4 material bins and a fertilizer pump unit.
- 3. **Batting Cage Storage** 500 s.f.  
Provide a storage area in proximity to the groundskeeping storage area for storage of the portable batting cage.
- 4. **Field Maintenance Room** 300 s.f.  
This room is for grounds crew staff to congregate in prior to 5th inning infield clean-up. It will contain lounge furniture and infield cleaning materials and equipment. The room shall be located near the visitor dugout.
- 5. **Grounds Crew Lounge** 325 s.f.  
Provide a lounge meeting area for the grounds crew. Allow space for a large table seating 8-10, a counter with a lavatory and lower cabinets, a refrigerator and a microwave oven. Locate in proximity to the groundskeeping storage area and other grounds crew spaces.
- 6. **Grounds Crew Locker Room - Men** 500 s.f.  
Locker and shower facilities shall be provided for 10 male employees. Provide 12" wide full-height lockers with changing bench with 2 shower stalls, 2 water closets, 1 unnaal, and 3 lavatories.
- 7. **Grounds Crew Locker Room - Women** 300 s.f.  
Locker and shower facilities shall be provided for 6 female employees. Provide 12" wide full-height lockers with changing bench with 1 shower stall, 2 water closets, and 2 lavatories.
- 8. **Flammable Storage Room** 300 s.f.  
Provide fireproof construction within groundskeeping storage area for flammable chemicals.
- 9. **Fireworks Supplies Room** 200 s.f.  
Provide fireproof lockable construction in this area for storage of fireworks supplies.

**G. Loading Docks**

- 1. **Service Loading Dock** 2,880 s.f.  
Provide two loading dock bays dedicated for food service deliveries located adjacent to the commissary, and 2 separate loading dock bays to be used for ballpark operations, promotion deliveries, and team deliveries. An additional dock may be preferred for other non-semi deliveries.  
  
Provide 14'-6" min. H. clearance, adequate drive ramps, and turnaround areas.
- 2. **Trash/Recycling Dock** 1,000 s.f.  
Provide space for one 40-yd trash bin and a 40-yd compactor, within the trash dock.  
  
Provide space for recycling bins in this area, for glass, cans, and cardboard. Each bin is approximately 4' wide x 3' long.
- 3. **Dock Office** 150 s.f.  
Provide a secured office with a window to oversee activities at each dock, to be located at the dock entry area.

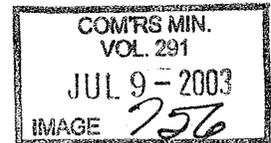
**4. Trash Chute** 5 @ 50 ea. = 250 s.f.  
Provide one trash chute connecting all levels which shall terminate at the trash compactor area in the service level. The trash chute is desired pending the determination of allowable chute size per local code.

**5. Trash Holding Rooms** 4 @ 400 ea. = 1600 s.f.  
Consideration may be taken to provide small trash rooms for holding trash which accumulates during the game at each level within the facility. These rooms should be located in close proximity to the trash chutes.

## H. Storage Areas

1. **Stadium Maintenance Vehicle Storage** 3,000 s.f.  
Provide space to store and maneuver misc. vehicles used within the ballpark, including 2 flat-bed trucks, 12ushman carts, forklifts, snow plow, and other vehicles used for ground maintenance outside the park, depending on the extents of grounds maintenance required.
2. **Stadium Maintenance Storage** 10,000 s.f.  
Provide a storage area for maintenance materials such as lumber, conduit, seat parts, etc. This room can be one open area with cages to secure certain materials and should have an overhead door for forklift access. This room should be adjacent to a loading dock and may include a mezzanine level to maximize storage capacity.
3. **Fuel Storage** 150 s.f.  
A space for fuel storage for vehicles and equipment is needed in the dock area for gasoline, diesel fuel, kerosene, and propane. No underground fuel tanks will be permitted.
4. **Reds' General/Promo Storage** 10,000 s.f.  
Provide space for general storage, including 3,000 s.f. for promo storage which may be separated by lockable cages. Provide space for storage racks and shelving to store spare seats, spare parts, and other miscellaneous items to be repaired.  
  
This room should be adjacent to a loading dock. Provide adequate circulation space to allow a forklift to maneuver as well as an overhead door with access to the service level.
5. **Reds' Vehicle Storage** 3,000 s.f.  
Provide space to store and maneuver misc. vehicles and carts used within the ballpark.
6. **Reds' Maintenance Storage** 6,000 s.f.  
Provide a storage area for maintenance materials such as cleaning supplies, paper goods, cleaning equipment, trash carts, and shop materials storage. This room can be one open area with cages to secure certain materials and should be adjacent to a loading dock.
7. **Cleaning Staff Office** 200 s.f.  
Provide day-of-game office for the stadium cleaning service, with space for 3 workstations. Locate in close proximity to cleaning storage area.
8. **Reds' Dead Storage** 5,000 s.f.  
Provide a storage area for miscellaneous items used by the Reds including old uniforms, file storage, medical storage, furniture, ect.

This room should be located in close proximity to the Reds' Administrative offices, if possible. Provide adequate circulation space to allow a pallet driver to maneuver.



**I. Mechanical/ Electrical/Other Systems** 50,000 s.f.

The design and installation of mechanical systems will be provided to facilitate the flexibility of use, and provide for a healthful, safe, and comfortable environment while optimizing energy consumption and ongoing maintenance cost.

Provide adequate maintainable spaces for building HVAC, electrical equipment, and space for chases, riser closets, etc. throughout the building.

Provide 2,400 s.f. of space for an exterior utility yard for mechanical chillers, emergency generators, and fuel storage, with access to street at grade level.

Requirements for individual spaces or zones within the facility are yet to be determined, but should be in accordance with applicable codes and regulations.

**1. Security Systems**

A security system to protect against illegal entry into or improper access within the ballpark including fencing, walls, gates, and doors is part of the ballpark. Electronic intrusion alarms, card control security systems, and television surveillance systems are provided to all sensitive areas. A complete integrated system with all conduit, equipment, wire, card readers, electronic hardware, CPU, central controls, cameras, and monitors is provided. A conditioned outfield room for ballpark observation with telephone communicator to the in-house communication system is provided.

**2. Television System**

A complete television system including monitors, monitor brackets, and cabling for a first class video distribution system should be provided. Monitors are located at appropriate locations along concourses, at concessions, at other food and beverage locations, suites, offices, press areas, clubhouses and other appropriate areas in the ballpark. The conduit and outlet boxes are part of the ballpark budget.

**3. Communication Systems**

A complete communication system including cabling, appropriate telephone systems, telephone equipment, internal public address, security, fire alarm, and intercom facilities should be provided.

**4. Sound System**

A complete distributed sound system acoustically balanced and integrated with the capacity to deliver clear audio messages to all seats while simultaneously delivering messages to the private suites, press box, concourses and all public areas within the ballpark is to be provided. The sound system includes distributed loud speaker systems in the seating areas and auxiliary speakers for concourses, lockers, offices and other areas. The system covers announcing, paging, music and broadcast with an emergency override of the public address system. The sound system will not be designed to coordinate and integrate a future concert event system. Video time delay controls will be provided as part of the scoreboard system.

## **VI. Administrative Facilities**

### **A. Reds Administrative Offices**

Provide a suite of administrative offices for the Reds within the ballpark. Baseball Operations and Business Operations should be divided by a shared common area. The offices should receive finishes typical of corporate office space. The following spaces should be included:

**1. Reception Area** 1,500 s.f.

The reception/guest waiting area should be centrally located between Baseball Operations and Business Operations administrative offices. The space should include:

- Reception/Switchboard area including a large workstation accommodating 2-3 people with direct view and access from the main entry.
- Waiting area with seating to accommodate up to 10 people
- 3-4 'Vendor' conference rooms including space to seat 4-6 people for short meetings

2. Commons Area 4,800 s.f.

Provide a commons area dispersed throughout the administrative office space, strategically placed to service all departments equally or specifically based on needs. The following should be included:

- Conference Room/Press Room designated for press conferences or large luncheon-type meetings
- Provide a "camera/television" backdrop wall, and a small kitchen area adjacent to the room with adjoining doors, for catering purposes.
- (6) Conference Rooms @ approximately 200 s.f. each at locations between departments
- (8) Copy/Work areas @ 150 s.f. centrally located between departments
- Staff Break Room including space for hot/cold vending machines, a kitchenette area, a lounge seating area, and cafeteria-type tables and chairs
- Men's and Women's Locker Room Facilities including toilets and shower/changing areas
- Freight Elevator accesible to field/maintenance areaa accesible from the Admin. Office suite
- Passenger elevator dedicated to all levels of the stadium

3. Executive Office Area 3,750 s.f.

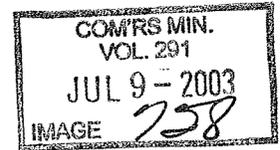
Provide an executive office suite, separated from the general offices, including upgraded finishes. The following spaces may include:

- a. Managing Executive Office Suite: *(adjacent to Business Operations Offices)*
  - Small Reception/Waiting Area
  - Administrative assistant workstation
  - Conference Room – provide seating for 8-10 people (may be shared with General Manager)
  - Small kitchenette
  - Office with lounge seating area
  - Private toilet/shower/changing area
- b. General Manager's Office Suite: *(adjacent to Business Operations Offices)*
  - Small Reception/Waiting Area
  - Administrative assistant workstation
  - Conference Room – provide seating for 8-10 people (may be shared with Managing Exec.)
  - Small kitchenette
  - Office with lounge seating area for big screen television
  - Private toilet/shower/changing area
- c. Owner's Office Suite:
  - Small Reception/Waiting Area
  - Administrative assistant workstation
  - Conference Room – provide seating for 8-10 people
  - Small kitchenette
  - Office with lounge seating area for big screen television
  - Private toilet/shower/changing area
- d. Boardroom – shall be located adjacent to or within Executive area @ approximately 750 s.f.

4. Business Operations 5,300 s.f.

Provide general administrative offices and locate in a manner of relationship adjacency importance between departments. Include the following spaces:

- a. Marketing:
  - (3) private offices for the Director of Marketing, Media Associate, and the Marketing Associate



- Open work area including (4) person sales staff area, (2) general staff assistants, and (1) media staff assistant
- (2) Conference Rooms – provide seating for 4-6 people each
- Storage Room/File Area
  
- b. Stadium Operations Administration:
  - (2) Private offices
  - Administrative support area – provide (2) workstations
  - Storage Area
  
- c. Human Resources:
  - Manager's office
  - Support staff – provide (2) workstations
  - Storage Area
  
- d. Merchandising:
  - Director's office
  - Support staff – provide (2) workstations
  - Storage Area
  
- e. Accounting:
  - (1) Executive CFO office including administrative assistant
  - Controller's Office
  - Director's Office
  - Support staff area
  - File/Storage Area
  
- f. MIS:
  - Director's Office
  - Support staff – provide 2 workstations
  - Equipment/Computer Room/Network area
  
- g. Payroll: (Provide a secured, private area adjacent to or within Accounting)
  - Supervisor's Office
  - Open work area – provide (4) workstations for payroll staff
  - Records storage
  - File area

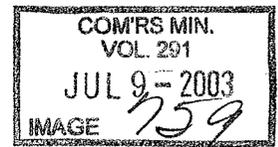
*(Note: Square footage shown above does not include Group Sales Ticket Offices – See Section VI-C for information pertaining to Group Sales.)*

**5. Baseball Operations**

**2,600 s.f.**

Provide general administrative offices and locate in a manner of relationship adjacency importance between departments. Include the following spaces:

- a. Assistant General Manager's Office:
  - Administrative support – provide (1) workstation
  
- b. Media/Public Relations:
  - (2) Director's offices
  - Open work area – provide (4-6) workstations
  - Storage/File Area



- c. Player Development:
  - Director's Office
  - Chief Administrator work area
- d. Scouting:
  - Director's Office
  - Chief Administrator work area
- e. Assistant Baseball Operations:
  - Director's Office
- f. Traveling Secretary:
  - Director's Office
- g. Business and Broadcasting Administrator:
  - Private Office
  - Work area

## B. Ticket Operations Offices

### 1. Ticket Operations

3,000 s.f.

Ticket Operations should be located adjacent to the ticket windows, therefore it may be necessary to locate ticket operations away from season tickets and group sales. Access into the ticket office is required from both inside and outside of the stadium.

The ticket operations should include the following:

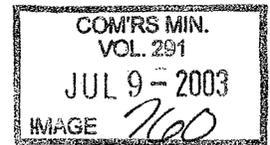
- Reception area with a service counter and waiting chairs for up to 6 persons
- A vault @ approximately 500 s.f. ( to contain ticket stock; hard tickets, a computer main frame, and a safe – 2' w. x 2'd. x 3'h. to store cash)
- A ticket and mail processing room ( containing 6 workstations, 3-4 long worktables 8' long each, file cabinets @ approx. 10 l.f., and a small vault 6' x 6' for ticket stock – if not in close proximity to main vault)
- Separate single fixture toilet rooms for men and women
- Work room/copy/fax area
- Conference Room seating 6-8
- Small break room with kitchenette
- Large open work area with 10-15 workstations
- 3 private offices – for the Ticket Director, the Assistant Ticket Director, and the Ticket Office Accountant

The Ticket Office Accountant must have direct access to the safe, as ticket revenues are brought here and it is preferable to be located adjacent to the vault to eliminate the need for another safe.

Entry doors to the ticket operation offices shall have lockable doors, glass panels, and an entry buzzer system so that entry can be better controlled. The reception area will be used to handle ticketing complaints and disputes and should be located conveniently to the ticket windows. Provide a wall-mounted TV, in view of the wait seating. There should not be a direct view into the offices from the reception area as the part-time staff member should have direct access to the Ticket Director or other higher authority when a dispute requires intervention.

## C. Group Sales Ticket Office

The Reds ticket sales staff is shared between Group Sales and Season Ticket Sales and their offices may be a part of the Reds Administrative Office Suite. These groups are separate but interrelated



and should have office space in close proximity to each other. Access to the Ticket Operations Office is desirable, but a direct adjacency is not required. The following areas should be provided for each space:

- 1. **Group Sales Offices** 600 s.f.  
Provide (2) private offices, one for the Group Sales Director and one for the assistant, each containing a small storage closet. The two offices may be divided by a conference room accommodating up to (16) people (allow seating for 10 people).

The Group Sales Director requires much interaction with the assistant, therefore, access to each office should be provided through the conference room in addition to the hallway.

- 2. **Season Ticket Sales Offices** 600 s.f.  
Provide (2) private offices, one for the Season Ticket Sales Director and one for the assistant, each containing a small storage closet. The two offices may be divided by a conference room accommodating up to (16) people (allow seating for 10 people).

Access into the conference room should be directly from the Director's office or the hallway. The assistant should not have direct access into the conference room.

- 3. **Group Sales and Season Ticket Sales Common Area** 1,200 s.f.  
The Group Sales and Season Ticket Sales staff should share a common office area. The following areas may be included:

- A small reception area
- (3) holding rooms for the sales staff to meet with clients – Provide phone/data outlets and a round table with 3-4 chairs
- Provide a secured storage closet containing a small safe
- Copy/office supply room
- Men's and women's toilet rooms

- D. **Food Service Operator's Offices** 6,000 s.f.  
The program assumes a single operator for concessions and catered foods. The food service operator requires administrative space in proximity to the main commissary.

Provide a cashier area with space to pick up cash boxes and 5 teller windows. Concession workers are to bring their counted revenues and hand cash boxes to tellers for reconciliation. Provide teller windows with security provisions including bullet-resistant glass. There shall also be a safe (4'w. x 3'd. x 4'h.) located within the teller area.

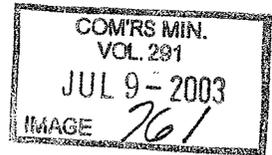
*(A breakdown of space for the rest of the offices is to be determined.)*

## E. Game Promotions

- 1. **Game Promo Holding Rooms** 900 s.f.  
There will be small storage rooms at each entry gate where game give-aways are distributed on the day of the event. Assume 3 gates and 300 s.f. per room.

*(Long term storage is included in General-Promo storage – See Section V-H-4)*

## VII. Circulation



**A. Service Tunnel** 40,000 s.f.  
 The service tunnel shall provide common vehicular and pedestrian circulation at the Service Level for service vehicles and personnel. Provide a minimum 14'-0" height clearance and minimum 16'-0" drive width throughout Service Level. Provide adequate vehicle turning radius space at corners and turn-around spaces.

Bus access to the home clubhouse is desired but may depend on the design layout of the ballpark.  
 The need for flood protection should be incorporated in the overall design of the service tunnel.

**B. Public Concourses** 123,500 s.f.  
 Concourses are the main circulation arteries around the stadium. They shall provide convenient access to all spectator amenities. They shall be sized for spectator comfort and to accommodate exiting requirements. Provisions shall be made for appropriate directional graphics, general lighting, water, and power for cleaning. Concourses shall be provided with space and utilities to support portable concession and novelty carts.

Drinking fountains, pay telephones, program kiosks, and ATM machines should also be located within the concourse.

**C. Suite Concourse** 15,000 s.f.  
 The concourse is an enclosed, climate-controlled area which will serve as the primary circulation corridor on Suite Level. Public access should be controlled to allow access by suite holders and their guests only. The concourse should feature upgraded finishes, consistent with those finishes used in the suites.

Provide direct access from administration offices to the level of the team suites.

**D. Vertical Circulation**

**1. Ramps** ~~40,000 s.f.~~  
 Ramps shall be the primary method of moving spectators vertically. They shall be built to connect all levels of the building and to accommodate code required capacity for exiting spectators as well as cushion carts, tractors, and fork-trucks. Pedestrian ramps shall have a maximum 1:12 slope and adequate widths to provide easy accessibility.

**2. Stairs** ~~11,000 s.f.~~  
 Stairs will be utilized as a secondary means of vertical transport. Pedestrian stairs will have a maximum rise of 7" and a minimum tread width of 11". All stairs will be equipped with handrails as required by governing building codes.

Stairs shall be located to comply with exiting requirements and to facilitate the movement of security and stadium personnel throughout the building.

**3. Elevators** ~~1,260 s.f.~~  
 Elevators will be located within the building to maximize their efficiency. Elevator cabs should accommodate medical stretchers and are anticipated to be electric traction type. The following elevators may be included:

- ~~• Passenger Elevators: 4500 lb., 350 fpm~~ ~~To be determined~~
- Press Elevators: 4500 lb., 350 fpm 2 @ 120 ea. = 240 s.f.
- Freight Elevators: 12,000 lb., 100 fpm 2 @ 150 ea. = 300 s.f.

4. Escalators

Escalators shall be provided from the lowest public concourse to the Upper Concourse Level as a secondary means of vertical transport, to supplement the ramps.

E. Turnstiles

3,000 s.f.

Provide reversible-registering turnstiles and space for ticket takers, at the rate of 1 turnstile for each 1500 spectators. It is desired to have bar-coding devices on the turnstiles, which allows tracking of fan entry patterns.

F. Graphics

Directional signage shall be integrated with the overall stadium design, and shall be provided for the entire complex, at a minimum, as noted below:

- Identification of all stadium entrances
- Signage within the stadium to indicate concourse levels, seating sections, aisles, rows, and seat numbers
- Identification of toilet rooms, first aid stations, exits, and other public facilities
- Concession stand identification shall be coordinated with the total graphics program
- Directories shall be provided as appropriate
- Individual room identification signage, as required for the operation of the facility
- Evacuation graphics will be provided in appropriate locations to meet required codes
- Site signage will be provided, as required by site requirements

All signage will meet the requirements of the ADA.

Provisions for graphics of a promotional or commercial nature will be required. Space for these graphics may be provided as a part of the base building. Power supply for illuminated panels shall be provided in various locations, to be determined in a subsequent phase of design development.

## VIII. Playing Field Facilities

A. Bullpens

2 @ 2,500 ea.=5,000 s.f.

Provide warm-up bullpens for home and visitors in the outfield. A field toilet, drinking fountain, and covered player benches shall be provided at each bullpen. Provide phone outlets and an intercom system.

Bullpens must be accessible from the dugout without crossing the playing field.

B. Playing Field

The field, to be designed by others, is a natural grass, sand base, gravity drained system. The field shape is asymmetrical with dimensions as specified. A field heating system may be provided.

Foul poles, foul ball screens, batter's eye backdrop, and field wall pads are part of the basic ballpark.

Protective tarpaulins, batting cages, bases, rubbers, balls, and other game equipment are supplied by the baseball team. Space and utilities for this equipment are part of the basic ballpark.

The playing field is illuminated by metal halide focused beam lighting to meet the standards set by the American League and Major League Baseball. The field lighting system provides illumination for color television coverage of major league baseball. The photometric calculations are based on an analysis grid that includes the primary playing area consisting of the playing field within the foul lines and an area up to 30 feet parallel to the foul line in foul territory. The maintained illuminance levels for

baseball at a 3 foot working plane above the field elevation are 125 foot candle average maintained vertically from analysis point to designated camera locations, 250 foot candle average maintained horizontally at the infield, and 200 foot candle average maintained horizontally at the outfield.

## IX. Miscellaneous Ballpark Facilities

### A. Scoreboard

A complete, first class video board and scoreboard system of a size and clarity to be easily readable from most seating areas; should be provided. This scoreboard structure will contain bold graphics and various opportunities for sponsorship revenues. Structures, foundations, electrical service, interconnecting conduit, and other minimum requirements are part of the ballpark budget. The scoreboard system includes, but is not limited to, one scoreboard with full color instant replay video capability, matrix board, message board, auxiliary in-line scoreboards, exterior message board, and various advertising panels and other signs. The sizes of these various boards are consistent with other recent ballparks under construction. Other features should be considered to celebrate homeruns, victories, etc. and may include "Big Red Machine" featuring sculptures with water fountains, smoke, horns, and fireworks.

Video time delay controls are provided and integrated with the sound systems as part of the scoreboard system. Scoreboard system includes all remote control equipment located in the press box, full editing capabilities, and control wiring from the press box to the scoreboard. Conduit from press box scoreboard operator and control room to scoreboards, and all other parts of the scoreboard system are part of the ballpark facility. Wiring, production equipment, controls, state-of-the-art high quality audio and video equipment are part of scoreboard system.

It is desired that the existing video board "Smartvision", currently used at Cinergy Field, be moved to the new ballpark. It has been recommended that an investigation be made into the possibility of adding modules to the video board to expand it to a 16 x 9 ratio, the ratio for high definition TV of the future. Sources feeding the existing board need to be considered and incorporated into the design of the entire scoreboard system.

It is also desired to provide a "manual" out-of-town scoreboard, with the appearance of the old-time boards, but with the capability of electronic technology. Current products are not available, however may be provided on a custom-fabrication basis.

## X. Parking

### A. General

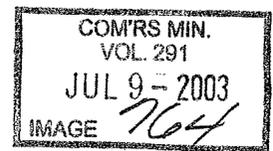
The Ballpark Parking Garage structure will be an integral part of the design of the New Reds Ballpark.

The parking structure should accommodate approximately 1,100 cars. This number includes 300 spaces for exclusive use of the Cincinnati Reds. Player parking must be separate from other parking and must be secured. The remainder is for public use.

The primary public users of the parking garage are as follows, listed in order of usage priority:

- Cincinnati Reds baseball event patrons
- Firststar Center event patrons
- Daily downtown public parking patrons

The design of the garage must be compatible with the overall Riverfront parking plan.



## B. Functionality

The design of the parking garage vehicular circulation system must be simple, clear, and easily understood. There should be an internal system of graphics and signage that reinforces this circulation scheme.

It is preferred that gently sloped parking ramps be used in lieu of steeply sloped "speed" ramps. This will produce a more efficient layout. Back sloping of the floor structure may be utilized to optimize ramp arrangements.

Internal traffic should be two-way with 90 degree parking in as many areas as sound design allows for. This will produce a more efficient layout, and create a flexible and more easily understood circulation pattern.

Typical parking stalls shall be 8'-6" wide by 18'-0" in length. Stalls will be striped at 16'-0" lengths.

The minimum clear drive dimension shall be 24'-0".

A minimum of 21 disabled accessible parking stalls must be provided within the facility. At least three of these must be van accessible stalls, and can be located on one level. The remaining accessible stalls should be dispersed evenly throughout the parking garage. All locations should be in near proximity to elevators.

It is anticipated that the parking garage will be approximately two levels in height. The minimum clear height at typical levels will be 7'-6". The minimum clear height at van accessible levels will be 8'-6". Signage will be provided indicating "head-knocker" heights of 7'-2" and 8'-2" respectively.

Open-air stairs should be provided within the parking garage structure as allowed by the local Building Code. Full height glass-backed elevators should be located as required to facilitate safe use of the garage by patrons.

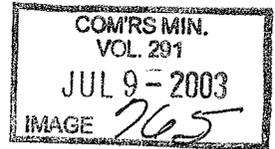
## C. Parking Operations

Parking access control equipment must be provided to accommodate the various parking uses within the garage. Cashiers in booths will collect flat fees upon entry for daily parking patrons. Electronic counting devices should be provided at entry lanes only. Magnetic card readers will be required for monthly pass holders at entry lanes. Event parking will utilize direct cash collection on entry, with open exiting. Consideration should be given to use of collection features that will help minimize the stacking of vehicles in the street system. Accommodation for the future installation of "auto-cashier" machines should be provided.

It is anticipated that entrance/exits will be provided at the east end of the garage. All lanes should be reversible in direction to accommodate various uses. Cashier booths should be located between lanes at each entrance/exit point. Additional exit lanes may be considered in order to facilitate exiting times.

An office space of approximately 200 s.f. should be provided to accommodate operator personnel and/or security personnel. The office should have a front room with space for a desk, and a view to the entrance at that level. A second room with alarmed door and motion detector should be provided for counting and storage of money. A small closet with lockable door should be provided for storing tickets. A single toilet room for employee use should be provided adjacent to the office. These spaces should be located on the entrance level.

A maintenance space of approximately 450 s.f. for storage of equipment is required. Equipment will include a cart, sweeper, and security bikes. Charging stations are required within this space. The storage area may be enclosed either by walls or a fence.



A dry cold water wash-down system will be provided in the parking structure to allow for periodic removal of salt and dirt from parking slabs.

#### D, Security

Passive security features will be incorporated to increase a sense of comfort and safety for garage patrons. These features include:

- Bright lighting, consisting of white light metal halide fixtures.
- Open visibility within the garage floors.
- Open exterior wall areas.
- Open stairwells.
- Glass-backed elevators.
- No hiding places.
- Security fencing at wall openings within the on-grade levels.

Security intercom stations shall be provided at the floor level landings of each stair. Calls shall be received at the security office in this building. Security cameras shall be placed at each landing of the northwest stair tower, and at the on-grade and below grade landings of the stairs at the northeast and southwest corners of the building. The most effective means of providing active security is through the use of security personnel patrols. This is an operational measure that is under consideration, but has not been confirmed at this time.



# Program Worksheet

Cincinnati Reds New Ballpark  
98-0604-00

**INTRODUCTION:** This document is intended to compliment the Program narrative and serves as a summary worksheet for all required spaces. The information in this document is under review and subject to change during the design process.

*The Program Requirements are divided into the following classifications:*

## **CLASSIFICATION 1: SPECTATOR FACILITIES**

- Spectator Seating
- Public Entry Lobbies
- Club Lounges
- Stadium Suites
- Public Toilet Rooms
- Business Centers
- Group Sales Facilities
- Kids' Area
- Sponsorship Area
- Fan Accommodations
- First Aid
- Ticket Windows
- Hall of Fame/Tour Theater

## **CLASSIFICATION 2: FOOD SERVICE & RETAIL FACILITIES**

- Concessions
- Novelties
- Specialty Restaurants
- Commissary
- Food Service
- Beverage Distribution Rooms

## **CLASSIFICATION 3: MEDIA FACILITIES**

- Press Box Facilities
- Broadcasting Facilities
- Private Boxes
- Camera/Still Photo Positions
- Media Facilities

## **CLASSIFICATION 4: CLUBHOUSE FACILITIES**

- Home Clubhouse
- Home Dugout Tunnel
- Visitor Clubhouse
- Visitor Dugout Tunnel
- Umpires Locker Facilities
- Auxiliary Clubhouse

## **CLASSIFICATION 5: SERVICE & OPERATIONS FACILITIES**

- Stadium Personnel Facilities
- Stadium Operations
- Building Security
- Stadium Maintenance Shop Areas
- Reds Shop Areas



Groundskeeping Facilities  
Loading Docks  
Storage Areas  
M/E/P Facilities

**CLASSIFICATION 6: ADMINISTRATIVE FACILITIES**

Reds Administrative Offices  
Ticket Operations Offices  
Group Sales Ticket Office  
Food Service Operator's Office  
Game Promotions

**CLASSIFICATION 7: CIRCULATION**

Service Tunnel  
Public Concourses  
Suite Concourse  
Vertical Circulation  
Turnstiles  
Graphics

**CLASSIFICATION 8: PLAYING FIELD FACILITIES**

Bullpens  
Playing Field

**CLASSIFICATION 9: MISCELLANEOUS BALLPARK FACILITIES**

Scoreboard

**CLASSIFICATION 10: PARKING**

**CLASSIFICATION - SPECTATOR FACILITIES**

Category	Description	Final Recommendation			Net SF	Change
		Units	SF	sq. ft.		
Spectator Seating	A total of 45,000 seats will be provided, distributed across the following categories:					
	A. Field Level Premium Seating (21' min. width)	300	8.0	2,400	2,400	0
	B. Reserved Seating (19' min. width): _____	34,000	6.5	221,000	190,400	30,600
	C. Red Seats:	7,000	8.0	8,000	6,500	1,500
	D. Club Seating, permanent (21' min. width): _____	3,000	8.0	24,000	24,000	0
	E. Suite Seating, permanent (22' min. width): _____	650			6,175	-6,175
	F. Bleacher Seating, permanent: (19' min. width)	6,000	5.2	31,200	30,000	1,200
	<i>Note: accommodations for wheelchair and ambulatory disabled patrons and their companions shall be provided in accordance with the ADA.</i>					
Public Entry Lobbies	Suite/Club Elevator Lobby - (Access to premium seats)	9	600	5,400	0	5,400
Club Lounge	Lounge featuring a variety of food and beverage offerings for use by premium seat holders on Event Day, and for meetings and banquets at other times (note: review non-event day access requirements and location requirements). See Part 2 for associated kitchen facilities. Verify state and local plumbing requirements.					
	A. Field Club Lounge - Social lounge for premium seatholders typically at service level:					
	1. Field Club Lobby		500	500	0	500
	2. Dining/bar area occupancy:	300	12	3,600	3,800	-200
	3. Field Club Bar		1,000	1,000	0	1,000
	3. Field Club Wait Station		250	250	0	250
	4. Field Club Kitchen		3,000	0	0	0
	5. Field Club Toilet Room - Men's: 2 w.c. + 2 urinals + 2	4	50	200	0	200
	6. Field Club Toilet Room - Women's: 2 w.c. + 2 lavs	2	50	100	0	100
	7. Number of Family Toilets: 1	1	80	80	0	80
8. Coat Room	300	1.5	450	0	450	
9. Smoking will be allowed: <i>yes/no</i>						
	B. Club Level Lounge/Concourse - Club Level concourse featuring views to the field, a variety of food and beverage, and amenities located throughout the lounge:					
1. Dining/bar area occupancy:	3000	12	36,000	27,000	9,000	
2. Club Lounge Toilet Room - Men's: 2 w.c. + 2 urinals +	4	50	200	0	200	
3. Womens Toilets: 5 w.c. + 2 lavs	5	50	250	0	250	
4. Number of Family Toilets: 2	2	80	160	0	160	
5. Smoking will be allowed: <i>yes/no</i>						
Stadium Suites	A. Luxury Suites: A total of 44 private suites seating 12 will be provided. Suites will be fit-out with ( <i>circle as appropriate</i> ): 1) a small serving area with sink, undercounter refrigerator, and undercounter icemaker; 2) closet for ___ coats; 3) ___ TV monitors; 4) stereo system.					
	Number of Suites with toilets: 44	44	500	22,000	22,000	0
	B. Owner's Suite ( <i>double-wide, includes toilet</i> ):	1	950	950	950	0
	C. General Manager's Suite:	1	500	500	500	0
	D. Hamilton County Suite:	1	500	500	500	0
	E. Sponsor's Suite:	1	500	500	500	0
	F. Party Suites: A total of 3 party suites with 24 seats will be provided.	3	1,000	3,000	3,000	0

**CLASSIFICATION 1 - SPECTATOR FACILITIES (CONTINUED)**

Facility	Description	Final Recommendation			Net Area	
		Units	Seating	Area	Initial	Final
Public Toilet Rooms	Public toilet facilities will be provided based on an assumed ratio of 50:50 male-female attendance. <i>Note: the following ratios are based on anticipated IPC 2000 codes; check state and local requirements.</i>					
	A. Public Toilet Rooms:				20,000	-20,000
	1. Mens toilets: 54 w.c. (1:150) + 80 urinals (2/3 substituted) + 134 lavs (1:150)	134	50	6,700	0	6,700
	2. Womens toilets: 267 w.c. (1:75) + 134 lavs (1:150)	267	50	13,350	0	13,350
	B. Premium Level Toilet Rooms:				2,900	-2,900
	1. Mens toilets: 8 w.c. (1:100) + 14 urinals (2/3 substituted) + 15 lavs (1:150)	22	50	1,100	0	1,100
	2. Womens toilets: 36 w.c. (1:60) + 15 lavs (1:150)	36	50	1,800	0	1,800
C. Family Toilet Rooms:				720	-240	
Will be provided for use by parents with small children or disabled people who need special assistance. Number of Family toilets: 6	6	80	480	22,000	-22,000	
Business Center	A. Business Center Reception	1	200	200	500	-300
	B. Business Center Machine Room	18	10	180	0	180
	C. Business Center Conference Room	18	14	252	0	252
Group Sales Facilities	A. Picnic Area - A designated outfield dining area including a total number of 1,000 seats to be provided	1000	12	12,000	10,000	2,000
	B. Group Sales Area - (Assume 500 seats)	500	12	6,000	4,000	2,000
Kids' Area	A. Activity Zone		10,000	10,000	10,000	0
	B. Kid's Concession Stand	1	700	700	700	0
	C. Kid's Novelty Stand	1	300	300	300	0
Sponsorship Area	This area is reserved for a sponsorship entertainment area (This space to be programmed by sponsor)			20,000	20,000	20,000
Fan Accommodations	A. Fan Information Station - A guest information booth shall be provided @ each concourse	3	120	360	360	0
First Aid	A. Primary First Aid Station - for emergency medical treatment of spectators.	1	800	800	800	0
	B. Sattelite First Aid Stations - will function as non-emergency treatment stations	1	400	400	800	-400
Ticket Windows	A. Day-of-Game Windows	18	50	900	750	150
	B. Advanced Ticket Windows	10	50	500	300	200
Hall of Fame Team Store	A. Hall of Fame			5,000	5,000	10,000
	B. Team Store - (Assume seating for up to 200)			4,000	4,000	8,000
	C. Medal Library			1,000	1,000	2,000
<b>CLASSIFICATION 1 - SUB-TOTAL (NET AREA)</b>				<b>448,262</b>	<b>458,121</b>	<b>-9,859</b>

CLASSIFICATION 2 FOOD SERVICE & RETAIL FACILITIES						
System Component	Description	Final Recommendation			Gross Cost / Net Cost	
		Units	SF	Cost	Cost	Cost
Concession Stands	Concession Stands will be distributed at regular intervals on the Concourse(s). Five linear feet of counter space is allowed per point-of-sale, with 22' depth to accommodate storage in each stand.					
	A. Public Concession Stands - based on a ratio of 1:180 spectators, for a total of 222 points-of-sale.	222	110	24,420	26,840	-2,420
	B. Club Concession Stands - based on a ratio of 1:175 spectators, for a total of 23 points-of-sale. (Includes Club Level and *Red Seats*)	23	110	2,530	0	2,530
	C. Food Court - One food court @ main concourse may be provided. This will be a cluster of concession stands. (Square footage is included above)					
	D. Portable Specialty Vendor Concession Stands - will be provided in the Concourse area, with utility services available for temporary tap-ins.					
Novelty Stores	A. Main Retail Store - (located on the ground level) for sale of souvenirs, team memorabilia, and novelty items.	1	4,000	4,000	4,000	0
	B. Satellite Retail Store	1	1,000	1,000	500	500
	C. Novelty Stands - supplement novelty sales on event days; to be distributed proportionately along the concourses. (Two @ each level)	6	300	1,800	1,800	0
	D. Portable Novelty Stands - supplement novelty sales on event days	0	0	0	0	0
	E. Retail Warehouse - For distribution and storage area.	1	2,500	2,500	2,500	0
Specialty Restaurant	1. In-Stadium Themed Restaurant - There will be a themed restaurant located within the ballpark to allow a view of the game action from within - (Food Service Operator to be selected)	1	8,000	8,000	6,000	2,000
	2. Beer Garden	1	2,000	2,000	0	2,000
	3. Stadium Club Restaurant	1	10,000	10,000	0	10,000
Commissary	A. Main Commissary - Serves as the base for the food service operator and as the centralized bulk storage for food supplies and paper goods, including climate-controlled storage rooms. (located in proximity to food service loading dock)			25,000	56,000	-31,000
	1. Concessions Prep Kitchen					
	2. Dry Goods Storage					
	3. Refrigerated/Frozen Food Storage					
	4. Beer Box					
	5. Ice Plant - (25' x 25')					
	6. Distribution Area					
B. Vendor Commissary - Facilities for handling food and storage to be distributed at each concourse	6	1,400	8,400	8,400	0	
C. Employee Facilities:						
1. Entry/Check-in Area		300	300	20,000	-19,700	
2. Wardrobe Room - (Uniform Distribution)	1	800	800	1,200	-400	
3. Concessionaire Locker Room - Men: 500 - 4-high, 12" lockers, ___ showers + ___ w.c. + ___ urinals + ___ + lavatories	1	1,500	1,500	1,000	500	
4. Concessionaire Locker Room - Women: 500 - 4-high, 12" lockers, ___ showers + ___ w.c. + ___ + ___ lavatories	1	1,500	1,500	700	800	
5. Break Room	1	1,500	1,500	1,500	0	
6. Training Area - (Mock-up concession stand - size to be determined)	1	900	900	0	900	

**CLASSIFICATION 2 - FOOD SERVICE & RETAIL FACILITIES (CONTINUED)**

Type	Room/Location	Final Recommendation		NET AREA		
		SE	SE	SE	SE	
Food Service	A: Suite Kitchen/Pantries					
	1. Suite Kitchen - (To service Suites)	1	7,000	7,000	7,000	
	2. Warming Kitchen/Pantries - (To service Suites)	2	500	1,000	7,000	
	B: Club Kitchen - supports club lounges and possibly in-seat service at the Field Club seats and Club Level seats					
	1. Warming/Kitchen/Pantry - (To service Club Level Lounge)	2	500	1,000	1,000	
	2. Field Level Club Kitchen	1	3,000	3,000	3,000	
Beverage Distribution Rooms	Note: Beer will be pumped to stands through a piped system. A. Pump Rooms	4	700	2,800	2,800	
CLASSIFICATION 2 - SUB-TOTAL (NET AREA)				110,950	145,240	-34,290

CLASSIFICATION 3 - MEDIA FACILITIES						
Facility	Description	Area Recommendation				
		Units	SF	SF	Units	SF
Press Box Facilities	A. Writing Press Area	1	2,500	2,500	2,500	0
	B. Writing Press Workroom	1	400	400	0	400
	C. Reds PR Workroom	1	250	250	400	-150
	D. Press Toilet Rooms (Men's and Women's)	4		700	800	-100
	E. Press Conference/Interview Room - This room shall seat approximately 50-75 people and is to be used for large scale press conferences, post-season interviews, and special events	1	1,200	1,200	1,200	0
	F. Press Dining Room/Lounge	1	2,100	2,100	2,100	0
Broadcast-Casting Facilities	A. TV Broadcast Booth(s)					
	1. Home T.V.	1	300	300	300	0
	2. Visitor's T.V.	1	300	300	300	0
	3. Auxiliary T.V./Radio	2	150	300	300	0
	B. Radio Broadcast Booth(s)					
	1. Home Radio	1	200	200	200	0
	2. Visitor's Radio	1	150	150	150	0
	3. Foreign Radio	1	150	150	150	0
	C. Scorekeeper's Booth	1	150	150	150	0
	D. Organist's Booth	1	80	80	80	0
E. Scoreboard/PA Booth	1	900	900	1,500	-600	
F. Video Production Room	1	300	300	0	300	
Private Boxes	A. Visiting General Manager's Box	1	240	240	240	0
	B. Home GM box - see suites			0	400	-400
Camera/Still Photo Positions	A. Camera Positions - Provide camera positions per MLB requirements		300	300	300	0
	B. Still Photo Positions - (4) locations at each end of the dugouts and (1) location behind home plate - (photo wells shall be recessed)		350	350	520	-170
	C. Still Photo Workroom	1	350	350	0	350
	C. Darkrooms	3	80	240	300	-60
Media Facilities	A. Truck Parking - Provide (6) expandable mobile units with in-house cabling and communications 1. Satellite Truck Parking - Secured parking space for 4-6 local television vans		9,000	9,000	12,000	-3,000
	B. Production Crew Area - Provide a crew catering area for production crews.	1	650	650	650	0
	C. Storage Room - Provide lockable cages to be rented out by broadcast users as needed	1	200	200	200	0
	D. Toilet Room - (Provide unisex toilets)	2	80	160	70	90
CLASSIFICATION 3 - SUB-TOTAL (NET AREA)				21,470	24,810	-3,340

**CLASSIFICATION 4 - CLUBHOUSE FACILITIES**

Space Type	Room Description	Final Command				SF
		Unit	SF	Total SF	Sub SF	
Home Clubhouse	The Home Team locker room suite includes the following spaces:					
	A. Player's Locker Room: (45) 48"W. x 36"D.		3,000	3,000	3,000	0
	B. Player's Grooming area: 15 Showers + 6 w.c. + 6 urinals + 6 lavs		1,000	1,000	1,000	0
	C. Coaches' Locker Room and Grooming Area: (8) 48"W. x 36"D. - 4 Shower + 1 w.c. + 2 urinals + 2 lavs		700	700	700	0
	D. Manager's Office/Locker Room		300	300	300	0
	E. Coaches' Meeting Room		250	250	250	0
	F. Chapel		300	300	250	50
	G. Player's Dining Area - Dining area for (30) players and coaching staff, include service kitchen and storage area		1,000	1,000	1,000	0
	H. Player's Lounge		400	400	0	400
	I. Batboy/Staff Locker Room: (12-16) 12"W. lockers		320	320	320	0
	J. Training Room		1,250	1,250	1,000	250
	K. Training Staff Office		500	500	500	0
	L. Training Staff Meeting Room		200	200	200	0
	M. Therapy Rooms	3	100	300	150	150
	N. Team Doctor's Office		250	250	250	0
	O. X-Ray Room		200	200	200	0
	P. Hydrotherapy Area		1,000	1,000	650	350
	Q. Training Storage Room		200	200	200	0
	R. Weight Training Area		2,800	2,800	2,800	0
	S. Equipment Room		1,080	1,080	1,080	0
T. Clubhouse Manager's Office		150	150	150	0	
U. Storage Trunk and Luggage Room		400	400	400	0	
V. Laundry Room - Facilities for team uniforms, including 4 gas/electric washers and 3 gas/electric dryers		650	650	500	150	
W. Videotape Room		500	500	280	220	
X. Family Lounge		800	800	800	0	
Home Dugout Tunnel	The Home Dugout and adjacent facilities are to be in close proximity to the Home Team Clubhouse and are to include the following spaces:					
	A. Home Dugout: Approximately 80'L. x 12"D.	1	960	960	960	0
	B. Dugout Tunnel	1	600	600	600	0
	C. Batting/Pitching Tunnel: Include (2) cages, side-by-side, @ 20"W x 90"D. and (2) 40 yd. sprint track	2	1,800	3,600	3,600	0
Visitor Clubhouse	The Visiting Team locker room suite includes the following spaces:					
	A. Player's Locker Room: (40-50) 42"W. x 36"D.		2,600	2,600	2,000	600
	B. Player's Grooming Area: 15 Shower + 6 w.c. + 6 urinals + 6 lavs		1,000	1,000	1,000	0
	C. Coaches' Locker Room and Grooming Area: (8) 36"W. x 36"D. 3-4 Shower + 2 w.c. + 2 urinals + 2 lavs		600	600	600	0
	D. Manager's Office/Locker Room		240	240	240	0
	E. Player's Lounge - Provide a dining area for (20-25) players and coaching staff including a small service kitchen and storage area		800	800	800	0
	F. Training Room		600	600	600	0
	G. Weight Room		1,000	1,000	1,000	0
	H. Equipment Room		250	250	250	0
	I. Holding Room		250	250	150	100
	J. Clubhouse Manager's Office - (optional)		150	150	150	0
K. Laundry Room		270	270	270	0	

**CLASSIFICATION 4 - CLUBHOUSE FACILITIES (CONTINUED)**

SPEC. NO.	Item Description	Area (sq. ft.)				
		Units	SE	Total SE	Net SE	Net SF
Visitor Dugout Tunnel	The Visitor's Dugout and adjacent facilities are to be in close proximity to the Visitor Clubhouse and are to include the following spaces:					
	A. Visitor's Dugout: Approximately 80'L x 12'D.	1	960	960	960	0
	B. Dugout Tunnel	1	600	600	600	0
	C. Batting/Pitching Tunnel: Include (1) cage @ 20'W x 90'D.	1	1,800	1,800	1,800	0
Umpires Locker Facilities	A. Umpires' Locker Room: (8) cubicle lockers @ 50"W.		400	400	800	-400
	B. Umpires' Grooming Area: 2 Shower + 1 w.c. + 1 urinals + 2 lavs		200	200	0	200
	C. Umpires' Lounge/Kitchen: Provide a small lounge area between Umpire's locker room and Star Dressing Room		200	200	0	200
Auxiliary Clubhouse	The auxiliary clubhouse will be used to accommodate large groups for non-MLB teams and for performers at special events held in the stadium.					
	A. Auxiliary Locker Room: (25) 24"W. cubicle lockers, ___ Shower + ___ w.c. + ___ urinals + ___ lavs (Provide men's and women's locker rooms)	2	1,000	2,000	3,000	-1,000
	B. Star Dressing Room - (to be used by women umpires)	1	250	250	250	0
	C. Mascot Dressing Room	1	300	300	300	0
<b>CLASSIFICATION 4 - SUB-TOTAL (NET AREA)</b>				<b>37,180</b>	<b>35,910</b>	<b>1,270</b>

CLASSIFICATION 5 SERVICE AND OPERATIONS FACILITIES						
Space	Room Description	Final Recommendation			Change	
		Units	SF	RS	Final SF	SF
Stadium Personnel Facilities	The following spaces are to be used by all day-of-event employees:					
	A. Employee Entry/Check-In Area		300	300	300	0
	B. Event Staff Locker Room - Men: 80 - 12' wide 3-4 high lockers, 2 Shower + 1 w.c. + 1 urinal + 1 lavs	1	500	500	450	50
	C. Event Staff Locker Room - Women: 40 - 12' wide 3-4 high lockers, 1 Shower + 1 w.c. + 1 lavs	1	350	350	350	0
	Delete Cash Room				1,280	-1,280
	D. Supervisor's Office Area	2	150	300	300	0
	E. Employee Toilet Room - Men: 2 w.c. + 4 urinals + 4 lavs	6	50	300	300	0
	F. Employee Toilet Room - Women: 6 w.c. + 4 lavs	6	50	300	300	0
	G. Employee Break Area	1	600	600	600	0
	H. Employee Staff Break Rooms - (Provide @ each public 12" wide lockers, ___ Shower + ___ w.c. + ___ lavs	2	300	600	600	0
Stadium Operations	I. Stadium Operations are to include the following:					
	A. Ballpark Operations Offices - (Provide in close proximity to stadium personnel area @ service level)		3,000	3,000	3,000	0
	B. Building Command Center - contains manned operating controls for security, fire, and life safety equipment within the stadium.		1,000	1,000	1,400	-400
Building Security	A. Security Command Post - (Located in the outfield with an unobstructed view of all seating sections)	1	450	450	360	90
	B. Security Office:	1	425	425	425	0
	C. Security Staff Locker Room - Men: 25 - 12" wide lockers	1	500	500	150	350
	D. Security Staff Locker Room - Women: 10 - 12" wide	1	320	320	150	170
	E. Security Staff Break Room	1	200	200	200	0
Stadium Maintenance Shop Areas	The following shops are designated for Stadium Management Staff:					
	A. Maintenance Shop	1	3,000	3,000	3,000	0
	B. Break Room	1	250	250	0	250
	C. Tradesmen's Locker Room - Men: (60) full height lockers, Shower, w.c., urinals, lavs	1	1,200	1,200	1,200	0
	D. Tradesmen's Locker Room - Women: (20) full height lockers, Shower, w.c., lavs	1	625	625	625	0

**CLASSIFICATION 5 - SERVICE AND OPERATIONS FACILITIES - (CONTINUED)**

Spec. Type	Room Description	Final Recommendation			Change		
		Units	SF	Total SF			
Reds' Shop Areas	Shops may be combined into one large shop area, to be determined. (Provide fire-separated storage areas where required in each)		3,000	3,000	3,000	0	
	A. Carpenter's Shop				0	0	
	B. Electrician's Shop				0	0	
	C. Plumber's Shop				0	0	
	D. Paint Shop				0	0	
	E. Superintendant's Locker Room - Men: (6) full-height lockers, 1 Shower, 2 w.c., 1 Urinals, 1 Lavs			325	325	325	0
	F. Superintendant's Locker Room - Women: (6) full-height lockers, 1 Shower, 2 w.c., 1 Lavs			325	325	325	0
Delete Break Room					250	-250	
	G. Superintendant's Offices	4	120	480	3,000	-2,520	
Grounds-keeping Facilities	The following spaces are to be located @ service level with access to playing field:						
	A. Head Groundskeeper Office		300	300	300	0	
	B. Equipment and Bin Storage Area		5,000	5,000	5,000	0	
	C. Baiting Cage Storage		500	500	500	0	
	D. Field Maintenance Room		300	300	300	0	
	E. Grounds Crew Lounge		325	325	325	0	
	F. Grounds Crew Locker Room - Men: (10) 12"W lockers, 2 Shower, 2 w.c., 1 Urinals, 1 Lavs			500	500	500	0
	G. Grounds Crew Locker Room - Women: (6) 12"W lockers, 1 Shower, 2 w.c., 1 Lavs			300	300	300	0
	H. Flammable Storage Room			300	300	300	0
	I. Fireworks Supplies Room			200	200	200	0
Loading Docks	A. Service Loading Dock - (4 - total loading docks)	4	720	2,880	2,880	0	
	B. Trash/Recycling Dock - (Provide (1) 40yd. Trash bin and (1) 40yd. Compactor)	1	1,000	1,000	1,000	0	
	C. Dock Office	1	150	150	150	0	
	D. Trash Chute - (Connecting all levels)	5	50	250	250	0	
	E. Trash Holding Rooms	4	400	1,600	1,600	0	
Storage Areas	A. Stadium Maintenance Vehicle Storage	1	3,000	3,000	3,000	0	
	B. Stadium Maintenance Storage	1	10,000	10,000	10,000	0	
	C. Fuel Storage	1	150	150	150	0	
	D. Reds General/Promo Storage	1	10,000	10,000	10,000	0	
	E. Reds' Vehicle Storage	1	3,000	3,000	3,000	0	
	F. Reds' Maintenance Storage	1	6,000	6,000	6,000	0	
	G. Cleaning Staff Office	1	200	200	200	0	
	H. Reds' Dead Storage	1	5,000	5,000	5,000	0	
M/E/P Facilities	All systems are to be located throughout the ballpark stadium			50,000	50,000	0	
	A. Mechanical Room				0	0	
	B. Boiler Room				0	0	
	C. Chiller Room				0	0	
	D. Main Electrical Room				0	0	
	E. Emergency Generator Room				0	0	
	F. Electrical Closet				0	0	
	G. Main Tele/Data Room				0	0	
	H. Fire Pump Room				0	0	
	I. Fire Sprinkler Shut-off Room				0	0	
	J. Elevator Equipment Room				0	0	
<b>CLASSIFICATION 5 - SUB-TOTAL (NET AREA)</b>				<b>119,625</b>	<b>121,565</b>	<b>-1,940</b>	

**CLASSIFICATION 6 - ADMINISTRATION FACILITIES**

Spec. Code	Room Description	Final Recommendation			1/16/99	Change
		Units	SF	Total SF	Draw SF	SF
Reds Admin. Office }	Provide a suite of Administrative offices for the Reds including the following :				20,000	-20,000
	A. Reception Area		1,500	1,500	0	1,500
	B. Commons Area		4,800	4,800	0	4,800
	C. Executive Office Area		3,750	3,750	0	3,750
	D. Business Operations		5,300	5,300	0	5,300
	E. Baseball Operations		2,600	2,600	0	2,600
Ticket Operations Offices	Provide a suite of Ticket Operations Offices located adjacent to the ticket windows		3,000	3,000	2,000	1,000
Group Sales Ticket Office	Group Sales and Season Ticket Sales may share an office suite which may be located within the Reds Administration Offices:				2,500	-2,500
	A. Group Sales Offices		600	600	0	600
	B. Season Ticket Sales Offices		600	600	0	600
	C. Commons Area		1,200	1,200	0	1,200
Food Service Operator's Office	The food service operator requires administrative space in proximity to the main commissary		6,000	6,000	6,000	0
Game Promotions	A. Game Promo Holding Rooms	3	300	900	900	0
	Game Promo Distribution and Storage - See General				2,500	-2,500
<b>CLASSIFICATION 6 - SUB-TOTAL (NET AREA)</b>				<b>30,250</b>	<b>31,400</b>	<b>-1,150</b>

CLASSIFICATION 7 - CIRCULATION						
Space Type	Room Description	Final Recommendation			Change	
		Units	SE	Total SE		
Service Tunnel	Common vehicular and pedestrian circulation		40,000	40,000	40,000	0
Public Concourses	Concourses are the main circulation arteries around the stadium: A. Main Concourse B. Upper Concourse		123,500	123,500	123,500	0
Suite Concourse	Concourse at Suite Level		15,000	15,000	15,000	0
Vertical Circulation	A. Ramps: No. _____		40,000	40,000	40,000	0
	B. Stairs: No. of Stairwells _____		11,000	11,000	11,000	0
	C. Elevators: _____		1,260	1,260	1,260	0
	1. No. of Passenger Elevators - (4500lb.) _____				0	0
	2. No. of Press Elevators - (4500lb.) - 2 _____					0
	3. No. of Freight Elevators - (12,000lb.) - 2 _____					0
Escalators	A. No. of Escalators: _____		0	0	0	0
Turnstiles	Provide reversible-registering turnstiles		3,000	3,000	3,000	0
CLASSIFICATION 7 - SUB-TOTAL (NET AREA)				233,760	233,760	0

CLASSIFICATION 8 - PLAYING FIELD FACILITIES						
Bullpens	Provide warm-up bullpens for both home and visitors in the outfield	2	2,500	5,000	5,000	0
Playing Field						
CLASSIFICATION 8 - SUB-TOTAL (NET AREA)				5,000	5,000	0

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**SUMMARY**

	Final Recommendation		Change	
	Units	SF	Units	SF
SUB-TOTAL PART 1: SPECTATOR FACILITIES	448,262		458,121	
SUB-TOTAL PART 2: FOOD SERVICE and RETAIL FACILITIES	110,950		145,240	
SUB-TOTAL PART 3: MEDIA FACILITIES	21,470		24,810	
SUB-TOTAL PART 4: CLUBHOUSE FACILITIES	37,180		35,910	
SUB-TOTAL PART 5: SERVICE AND OPERATIONS FACILITIES	119,625		121,565	
SUB-TOTAL PART 6: ADMINISTRATION FACILITIES	30,250		31,400	
SUB-TOTAL PART 7: VERTICAL CIRCULATION	233,760		233,760	
SUB-TOTAL PART 8: PLAYING FIELD FACILITIES	5,000		5,000	
<b>BUILDING NET TOTAL</b>		<b>1,006,497</b>	<b>1,055,806</b>	<b>-49,309</b>
<b>+ NET-TO-GROSS MULTIPLIER (15%)</b>		<b>150,975</b>		
<i>Note: the net-to-gross multiplier is an allowance for interstitial space,</i>				
<b>BUILDING GROSS TOTAL</b>		<b>1,157,472</b>		

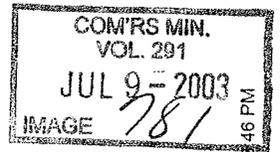
COM'RS MIN.  
VOL. 291  
JUL 9 - 2003  
IMAGE 780

## **Exhibit C**

## **BUDGET**

Great American Ballpark  
Project Budget Model  
as of  
30-Jan-01

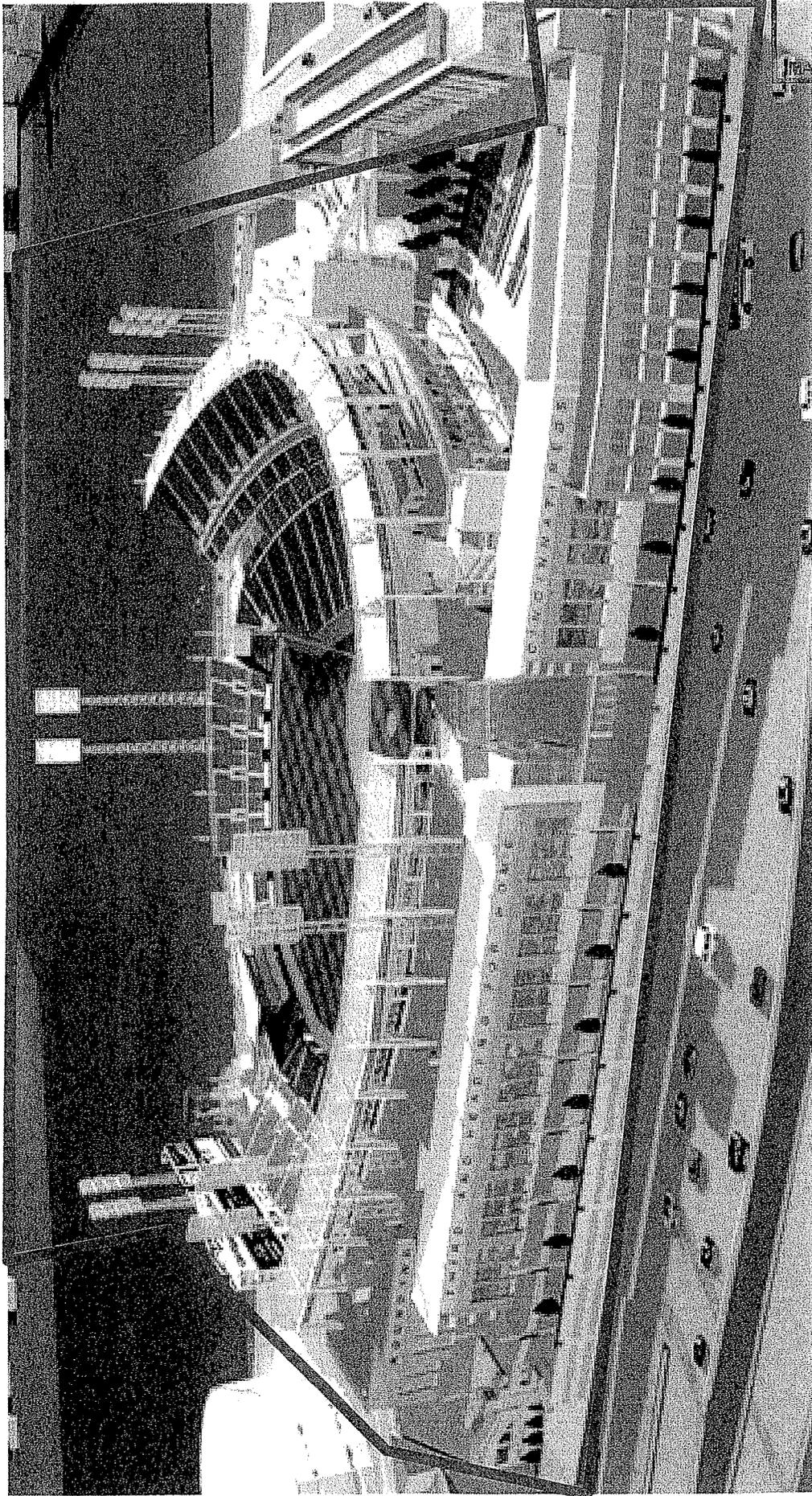
	AS REPORTED ON 01-Jan-00	AS REPORTED ON 13-Jul-00	CURRENT ESTIMATE 27-Sep-00	CURRENT ESTIMATE 19-Dec-00	CURRENT ESTIMATE 30-Jan-01
CONSTRUCTION COSTS (Committed)					
Uncommitted Construction \$s (Available)	\$211,332,246 0	\$204,204,219 0	\$204,849,849 1,555	\$206,515,001 0	\$208,536,975 0
<b>SUBTOTAL</b>	<b>\$211,332,246</b>	<b>\$204,204,219</b>	<b>\$204,851,404</b>	<b>\$206,515,001</b>	<b>\$208,536,975</b>
ESTIMATED SOFT COSTS					
- Architect/CM/PM	\$43,628,997	\$44,280,092	\$44,722,579	\$46,269,560	\$46,467,354
- Other Owner Soft Costs	6,292,220	0	0	0	0
- Owner Soft Costs	INC. IN OTHER OWNER	1,001,201	1,074,836	1,100,879	1,118,352
- Other Soft Costs	INC. IN OTHER OWNER	8,295,975	7,063,348	7,235,958	7,324,696
<b>SUBTOTAL</b>	<b>\$49,921,217</b>	<b>\$53,577,268</b>	<b>\$52,860,763</b>	<b>\$54,606,397</b>	<b>\$54,910,402</b>
ESTIMATED SOFT COST REDUCTIONS					
RISK PROTECTION					
- Design Contingency	\$4,132,000	\$0	\$0	\$0	\$0
- Construction Contingency	8,264,000	0	0	0	0
- Owner Contingency	10,949,800	0	0	0	0
- Owners Construction Contingency	-	22,218,513	22,287,833	18,878,602	16,552,622
<b>SUBTOTAL</b>	<b>\$23,345,800</b>	<b>\$22,218,513</b>	<b>\$22,287,833</b>	<b>\$18,878,602</b>	<b>\$16,552,622</b>
<b>TOTAL BALLPARK COSTS</b>	<b>\$280,299,263</b>	<b>\$280,000,000</b>	<b>\$280,000,000</b>	<b>\$280,000,000</b>	<b>\$280,000,000</b>



## Exhibit D

## PHASE I

Exhibit D  
Ball Park Project Phase I



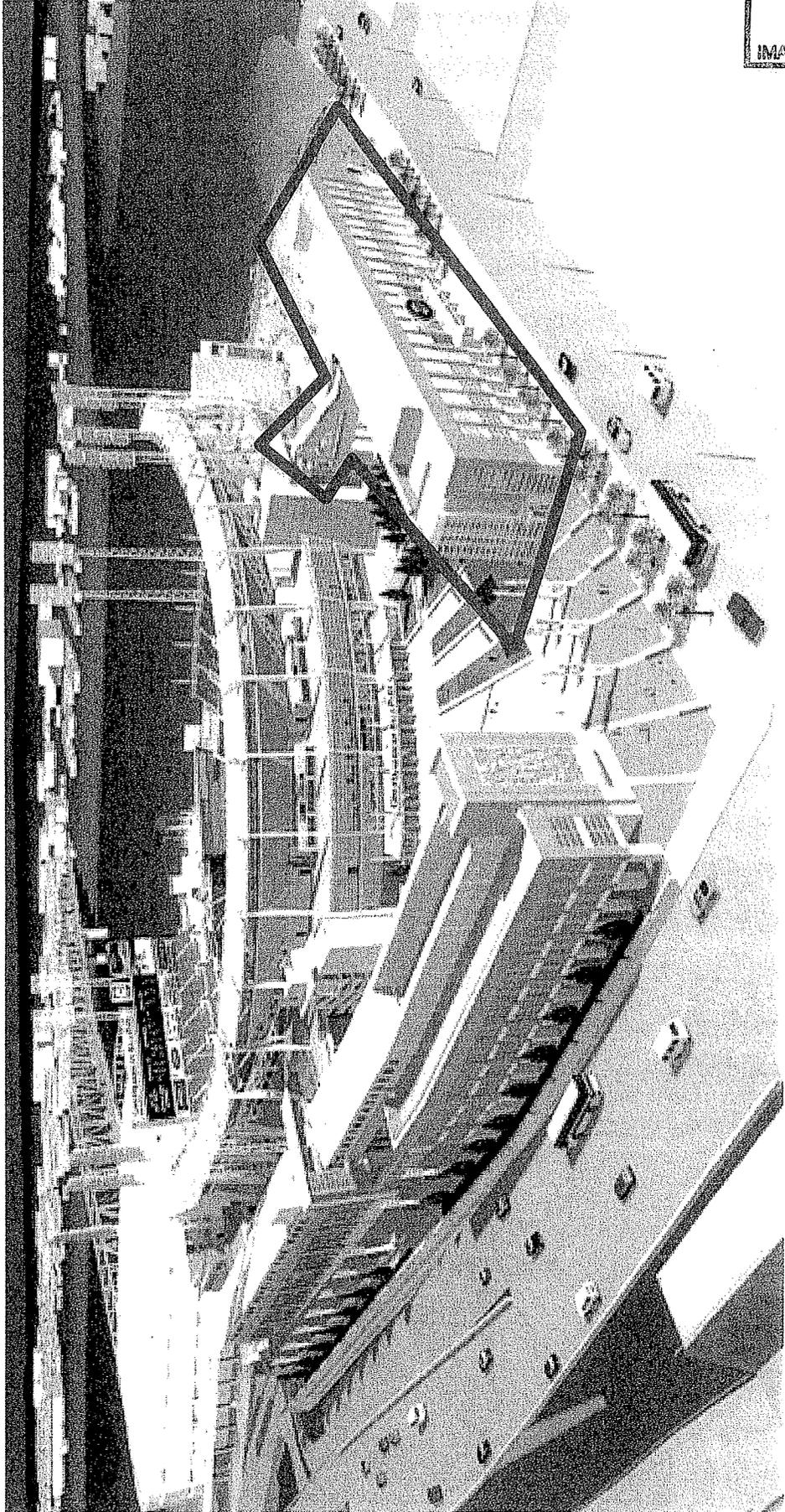
Phase I: 1) Ball Park, 2) Ball Park Administration Building, 3) Crosley Terrace and Plaza and 4) North Ball Park Parking Garage

COMRS MIN.  
VOL. 291  
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IMAGE 284

## **Exhibit E**

## **PHASE II**

Exhibit E  
Ball Park Project Phase II



COM'RS MIN.  
VOL. 291  
JUL 9 - 2003  
IMAGE 785

Phase II: 1) West Parking Garage Facility, 2) Hall of Fame Plaza Area and  
3) Hall of Fame Building Shell and Bridge



**Exhibit 8.6.1**

**CROSLEY TERRACE AND  
PLAZA RELATED AREA**





COM'RS MIN.  
VOL. 291  
JUL 9 - 2003  
IMAGE 789

## Exhibit 8.6.2

# SOUTH PLAZA CONCOURSE





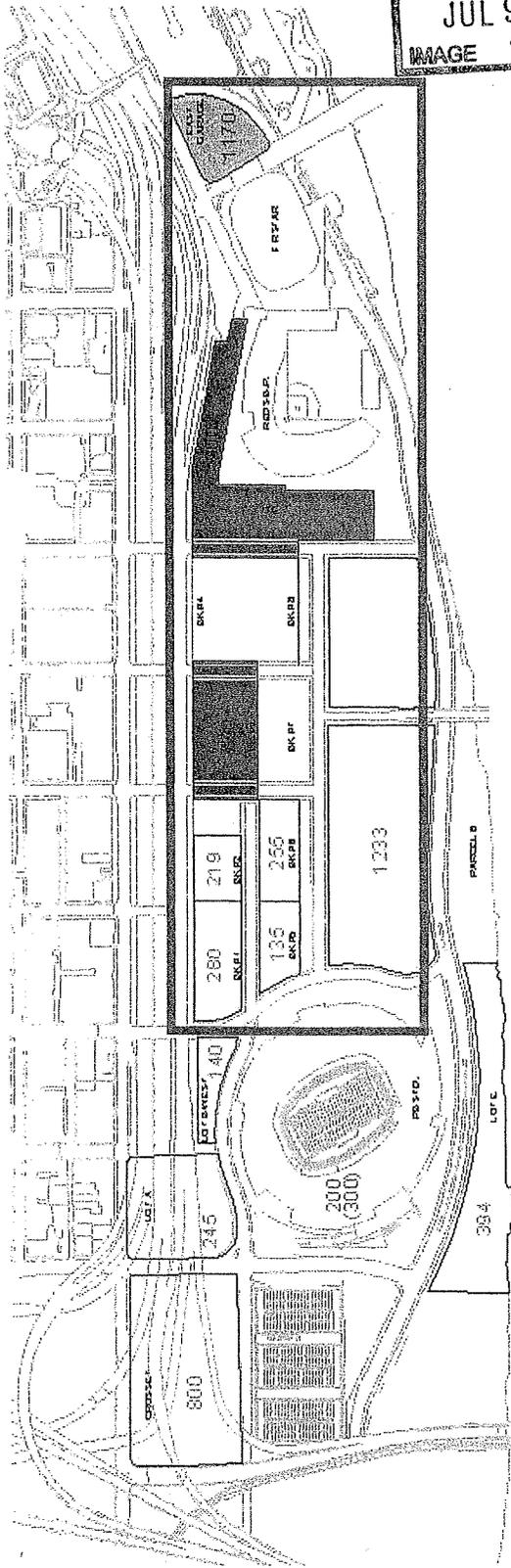
## **Exhibit 32.1.1**

# **GEOGRAPHIC AREA FOR PARKING AND INFRASTRUCTURE IMPROVEMENTS**

# General Proximity of Parking and Public Improvements as Defined in Reds' Lease<sup>1</sup>

RIVERFRONT PARKING  
 MASTER PLAN  
 OCTOBER 23, 2002

DRAFT WORK IN PROGRESS



COMRS MIN.  
 VOL. 291  
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 IMAGE 792

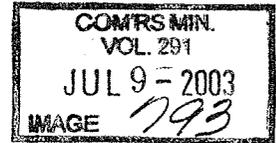
TOTAL STALLS 6,991

- SURFACE PARKING
- ▨ PARKING BELOW PODIUM LEVEL
- ▩ PARKING ABOVE GRADE

\* ASSUMES NO PARK CONSTRUCTION

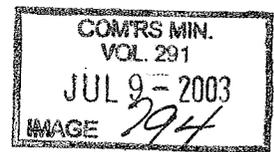
SCALE: 1" = 400'-0"

<sup>1</sup> Subject to Riverfront Redevelopment and City/County Riverfront Redevelopment Agreements



## **Schedule I**

# **SPECIFIED TEAM ITEMS**



## Schedule I *Specified Team Items*

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### Great American Ball Park Reds Direct Purchase July 3, 2003

#### 1. Mosaics

As fans enter the main gates of Great American Ball Park, there are two team mosaics. One mosaic depicts the original nine Cincinnati Red Stockings. The mosaic, which is comprised of Italian marble tiles, includes historic Cincinnati as a background and players in their traditional uniforms.

A second mosaic depicts the 1975 World Champion Cincinnati Reds team. With downtown Cincinnati, Riverfront Stadium and the Roebling Bridge as a backdrop, the mosaic features the "Great Eight" of the Big Red Machine – Ken Griffey, Tony Perez, Johnny Bench, Joe Morgan, Pete Rose, Cesar Geronimo, Dave Concepcion and George Foster.

#### 2. Statues – Crosley Terrace

The mock infield of Crosley Terrace will be brought to life by the inclusion of four bronze statues honoring Reds' greats from the Crosley era. The four were chosen in voting by fans, who were asked to select one catcher, one pitcher and two hitters. Ted Kluszewski (hitter), Ernie Lombard (catcher), Joe Nuxall (pitcher) and Frank Robinson (hitter) received the most votes. The statues, which are being sculpted by local artist Thomas Tsuchiya, will be phased into the terrace one at a time throughout the season. Kluszewski was unveiled on Opening day 2003 followed by Nuxhall (July), Lombardi (August) and Robinson (Sept.).

#### 3. Bas Relief Wall Sculpture

On the west end of the Reds Administration building is the "Spirit of Baseball," a limestone relief that stands 50' tall and 20' wide. The relief depicts the Cincinnati riverfront as a background and four characters in the forefront. Three of the characters – a catcher, a batter and a fielder – are in the clouds, and a child dressed in a uniform with a bat is in the ground. The appearance of the relief varies, as sunlight and artificial lighting allow shadows to alter the appearance of the sculpture throughout the day.

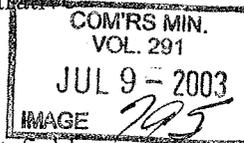
#### 4. Material Handling, Maintenance Equipment and Power Tools

Material Handling, maintenance equipment and power tools were purchased for the operations, maintenance and cleaning staffs. The equipment includes, but not limited to, lifts, hand tools, hardware, scrubbers, testing devices, etc. All equipment is labeled and stored in secure areas by the Reds.

#### 5. Furniture

Furniture (chairs, tables, lamps, conference room tables, treatment tables, cash drawers, desks, bookshelves, etc.) have been installed throughout Ball Park areas including the suites, Riverfront Club, Club 4192, Diamond Club, Batters Eye Pavilion, Press and

Broadcast areas, various Reds staff support areas and throughout the Reds' administrative offices.



#### **6. Home Run Feature**

Named the Pepsi Power Stacks, this one-of-a-kind celebration machine is in right field between the Sun/Moon Deck and the Batter's Eye Pavilion. This riverboat-inspired creation features mock smokestacks, LED video panels, fireworks and a cooling mist. The Pepsi Power Stacks stand 64 feet high and 36 feet wide.

#### **7. Televisions**

662 televisions have been installed in strategic locations (near concession stands, for example) and will air the in-park television feed. These sets range in size from 9", 13", 20", 21", 27", 32"; and 36".

#### **8. Retail Carts**

The Reds purchased 8 merchandise Carts, along with 4 Program Carts. Each Merchandise Cart is 8 feet in length, with a back cart for storage.

#### **9. Point of Sale (POS) Systems**

There are two separate Point of Sale (POS) Systems within the Ball Park. The concessions are controlled with a standard system that can accommodate the basic menus. The Fine Dining areas, such as the Riverfront Club, Diamond Club and Club 4192 utilizes the Micros POS. The in-seat service also utilizes the Micros POS. The Micro POS is a more customized system for the upscale menus. It also incorporates the use of hand-held devices for the in-seat service.

#### **10. Scout's Alley**

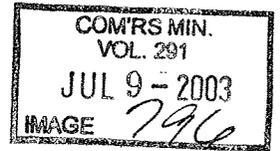
A special concession and lounge area entitled Scout's Alley is one of the most unique sections of Great American Ball Park. The approximately 1,000 fans located in the Scouts and lower-Club seating sections during game days can access this private area, which has a "baseball scout" motif. Historic photographs, as well as displays of the "five tools" of prospects, tastefully give this area its charm.

#### **11. Reds LAN & EDP Equipment**

The Data Network Equipment includes all devices required to maintain a secure network environment within the ballpark and the Administrative Buildings. These devices include a main switch, backbone switches, workgroup switches and other respective equipment.

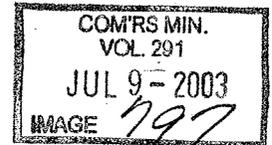
#### **12. Chaffing Dishes**

162 Chaffing Dishes have been purchased for the use of Sportservice. Each suite has 2 dishes permanently installed in the granite countertops. The remaining dishes were built with legs to be used in the Clubs and Conference Rooms.



## Schedule II

# TEAM FUNDED PROPERTY



## Schedule II

### *Team Funded Property*

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#### Natural Turf Playing Field

The installation of the natural turf playing field includes the following:

1. Complete design of a natural grass athletic surface to meet Major League Baseball standards.
2. All sub grade preparation and removal of excess materials.
3. Installation of a state-of-the art gravity drain field capable of discharging up to 3" per hour from the rootzone profile.
4. Installation of a complete sub grade irrigation system and controls.
5. Installation of a natural turf playing field and baseball diamond components constructed with specialty clays and aggregates. Natural turf surface is custom grown utilizing both sand based and stabilized sod. A sod farm is developed to maintain a prescribed amount of stabilized sod for future use during the 2003 and 2004 seasons.
6. Installation of pitchers mounds at each of the bullpens and batings tunnels.
7. Purchase and installation of \$100,000 of batting cages and field equipment.

#### Telecommunications – PBX system

The PBX system is a partitioned, dedicated, secure telephony system servicing each user group within the Reds' organization. The partitioned services include, but not limited to:

1. Consoles/Handsets
2. Voice Mail
3. 3<sup>rd</sup> Party Software/ Sub-tenant Billing
4. Voice Response Units
5. Wireless Service

The PBX switch is of digital design capable of converting an analog signal into a binary-encoded equivalent utilizing Pulse Code Modulation (PCM). It provides backup control in the event of serious system malfunction.

The extent of the telecommunications system is as follows:

- A. All cabling between the PBX telecommunications main distribution frame (MDF) or main cross-connect (MC) of the PBX system and the communications utility(s) main Tele-communications room's point of entry (MPOE).
- B. All backbone cabling cross-connects, including cabling between the building cross-connect in the Main Telecommunications Room (MDF/MC) and diverse, and the telecommunications PBX system.



- C. All terminal blocks, outlets/jacks, patch panels, patch cords, cabinets, equipment racks, etc. required to support, terminate and/or cross connect PBX system cabling at the main cross-connect.
- D. Bonding of each rack, cabinet or frame installed in the telecommunication rooms to the Grounding Bus Bar.
- E. All physical cable management hardware including J-hooks, D-rings, etc. required to support the PBX System.

### **Large Screen Video Display**

The installation of the large screen video display on the main scoreboard includes:

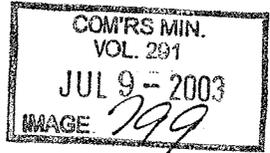
- 1. One Daktronics Pro Star 23mm video board 49' - 9" wide by 28' - 0" high
- 2. All related cabling, equipment, controller and video board elements including miscellaneous steel required to attach the video board to the existing scoreboard structure.
- 3. All equipment needed for video temperature control.
- 4. One standard animation package.
- 5. All required electrical installation of equipment.
- 6. Maintenance and operator training.

### **Kitchen and Food Service Equipment**

The Kitchen and Food Service Equipment included procurement, coordination, fabrication, equipment, supplies and materials for installation of all kitchen and concession equipment. The Food Service Equipment is installed in all areas such as kitchens, concessions, commissaries, and specialty clubs, except for the "Machine Room Grille".

The installation of the Food Service Equipment included, but not limited to:

- 1. Grease Hoods
- 2. Fire Suppression Systems
- 3. Stainless Steel counters
- 4. Walk-in Coolers and Freezers
- 5. Soda and Beer Towers
- 6. Beverage Lines (soda and beer)
- 7. Beverage Conduits
- 8. Menu Boards
- 9. Condiment Stands
- 10. Cooking Equipment (ovens and grilles)
- 11. Start-ups, Certifications and Warranties



## Video Replay System

The Video Replay system is the fan entertainment center of any modern stadium or arena. A video replay system consists of:

1. In-house cameras that cover ("shoot") both the game action and crowd features. Dedicated in-house cameras are required because broadcasters do not "cover" a lot of important stadium events (e.g. pre and post game presentations; the first pitch; fan features, inning breaksetc.)
2. Camera feeds from the broadcaster
3. Video playback and recording devices (e.g. videocassette recorders, clips servers, and file servers) used for:
  - a. Instant replays
  - b. Playback of animations, fan features, sponsor elements, and baseball highlights
  - c. Long term game storage
  - d. Energizing and exciting fans
4. Graphics and effects devices that allow creation of video programming material that meets the average fan's television viewing expectations with interesting graphics, player statistics, and sophisticated transitions.
5. Editing equipment used to create fan features, game highlights and out-of-town game highlights.
6. The video replay system also is closely linked with the ball park's sound and scoring systems as these are integral to "orchestrating" the overall fan entertainment.