

SUMMARY OF INFORMATION

I. Requirements for Radio Broadcast Contracts

1. Required Contract Language. **Radio broadcasts must include the following language as closing credits on each radio broadcast:**

*COPYRIGHT, 20__ BY (CLUB NAME), (LEAGUE NAME) AND THE
NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL
LEAGUES, INC.*

II. Requirements for Telecast (TV) Contracts

1. Required Contract Language. **All telecast contracts must contain the language in ATTACHMENT 1.** This includes provisions for the following:
 - a. Copies. Arrangements must be made with the station, production company or originator of the telecast to provide you with copies of the telecast.
 - b. Local, Regional and National Telecast Fees. The National Association Board of Trustees has established a payment structure for local, regional and national telecasts. There is no fee for local telecasts; a \$25 fee per regional telecast; and a \$100 fee per national telecast.
 - c. Availability. Make sure the station or network understands that it will not be allowed to trade or otherwise make available the live or taped telecasts of the games to other stations or networks without your, the league's and the NAPBL's prior written consent.
 - d. Making Telecasts Available to Major League Baseball (MLB) Broadcasters. As part of the Professional Baseball Agreement, Minor League Baseball clubs agree to make telecast feeds of Minor League Baseball games produced by Minor League clubs or their rights holders available to an MLB Broadcast entity (e.g. a "baseball channel") for live and/or delayed transmission. These feeds must be free of charge to MLB and there must not be any additional expense to the club.

III. Requirements for Internet Audio and Video Streaming Contracts

1. Required Contract Language. **All webcast contracts must contain the language in ATTACHMENT 2.** This includes a provision similar to (d) above.

ATTACHMENT 1

(LANGUAGE TO BE INSERTED INTO ALL TELEVISION CONTRACTS)

- A. NUMBER OF HOUSEHOLDS.** The number of households that will be included in the telecast, which is the subject matter of the contract to which Attachment 1 is attached, is (# of households).
- B. LOCAL TELECASTS.** If a telecast constitutes a Local Telecast, no telecast fee is owed for that telecast. In addition, the following Home Territory restrictions apply for such telecast.
1. (Station name) will not feed, or make available by other means, the telecast of (club name) games inside the Home Territory (as defined below) of another NAPBL club (to the extent such telecast is also outside (club name) Home Territory) unless it receives the prior written consent of the (club name) and the National Association of Professional Baseball Leagues, Inc. ("NAPBL").
 2. Should (station name) desire to secure affiliates to transmit or retransmit the telecast, (station name) may do so only if (i) the potential affiliate is not within the Home Territory of another NAPBL club (and outside (club name) Home Territory) and with the express prior written consent of (club name) and the NAPBL; and (ii) (station name) ensures that such affiliate complies with the following limitation: (station name's) right to telecast (or retransmit or allow others to retransmit) games is limited to the terms of this agreement. The NAPBL shall retain the rights to distribute, and (station name) shall not retransmit (or allow others to retransmit), (station name's) telecasts (or portions thereof) via any online or any other interactive medium, including but not limited to IP-based television, via wireless devices or any other interactive medium now known or hereafter devised.
- C. REGIONAL AND NATIONAL TELECASTS.**
1. If a telecast constitutes a Regional Telecast, then NAPBL club will be required to pay NAPBL the sum of twenty-five dollars (\$25) for such telecast.
 2. If a telecast constitutes a National Telecast, then NAPBL club will be required to pay NAPBL the sum of one thousand dollars (\$1,000) for such telecast.
 3. Regional and National Telecasts are not subject to Home Territory restrictions.
 4. Clubs will be invoiced for all regionally and nationally televised games at the end of each season.
 5. Such payments do not constitute a preset rights fee, and are in addition to any rights fee agreed upon by (station name) and NAPBL club.

D. COPYRIGHT.

1. Arrangements must be made within the Club or with the Station so that each game televised is recorded and stored by the Club in order to protect the copyright of the telecast.
2. Each telecast remains the copyrighted property of (club name), (league name) and NAPBL, and (station name) is granted the rights to the telecast under the terms and conditions set forth in this Agreement.
3. The closing credits of each telecast shall include the following language:

COPYRIGHT, 2008 BY (CLUB NAME), (LEAGUE NAME) AND THE NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES, INC

4. The telecast announcers shall state the following at the beginning of each telecast:

THIS COPYRIGHTED TELECAST IS PRESENTED BY AUTHORITY OF (CLUB NAME), (LEAGUE NAME) AND THE NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES, INC. AND IS INTENDED SOLELY FOR THE PRIVATE, NONCOMMERCIAL USE OF OUR AUDIENCE. ANY PUBLICATION, REPRODUCTION, RETRANSMISSION OR OTHER USE OF THE PICTURES, DESCRIPTIONS OR ACCOUNTS OF THIS GAME WITHOUT THE EXPRESS WRITTEN CONSENT OF THE (CLUB NAME), (LEAGUE NAME) AND THE NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES, INC. IS PROHIBITED.

E. DEFINITIONS. As used herein:

1. The term "Home Territory" shall mean the territory included within the circumference of a circle having a radius of fifty (50) miles with its center at the home park of such club.
2. The term "telecast" shall mean any transmission or retransmission of video signals of (club name) games over the air, via coaxial cable, microwave signal, satellite uplink, telephone lines, dedicated line or other telecast methods, which shall include all translator, repeater, and other transmissions.
3. The term "Local Telecast" shall mean a coverage area that includes three hundred fifty thousand (350,000) households or less.
4. The term "Regional Telecast" shall mean a coverage area that includes more than three hundred fifty thousand (350,000) households but less than thirty percent (30%) of the United States population.

5. The term "National Telecast" shall mean a coverage area that includes thirty percent (30%) or more of the United States population.

F. COMPLIANCE WITH GAMBLING GUIDELINES. (Station Name) agrees to (i) grant (Club Name) the right of prior review and approval of the content of advertising or promotion arising out of or relating to this Agreement and (ii) comply with the NAPBL Gambling Guidelines, a copy of which is attached, with respect to all advertisements and promotions arising out of or relating to the activities contemplated in this Agreement.

G. COMPLIANCE WITH PROFESSIONAL BASEBALL AGREEMENT. (Station Name) agrees to make a telecast feed available at no fee to a Major League created, owned or controlled broadcaster for live and/or delayed transmission. Such telecast feeds shall be made available through a means directed by the MLB Broadcaster at no cost to the National Association of Professional Baseball Leagues, Inc. its leagues or clubs.

ATTACHMENT 2
(LANGUAGE TO BE INSERTED IN ALL WEBCAST CONTRACTS)

A. COPYRIGHT.

1. Arrangements must be made within the Club or with the Internet Provider so that each game televised is recorded and stored by the Club in order to protect the copyright of the telecast.
2. Each webcast remains the copyrighted property of (club name), (league name) and NAPBL, and (internet provider name) is granted the rights to the telecast under the terms and conditions set forth in this Agreement.
3. The closing credits of each webcast shall include the following language:

COPYRIGHT, 20__ BY (CLUB NAME), (LEAGUE NAME) AND THE NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES, INC

4. The webcast announcers shall state the following at the beginning of each webcast:

THIS COPYRIGHTED TELECAST IS PRESENTED BY AUTHORITY OF (CLUB NAME), (LEAGUE NAME) AND THE NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES, INC. AND IS INTENDED SOLELY FOR THE PRIVATE, NONCOMMERCIAL USE OF OUR AUDIENCE. ANY PUBLICATION, REPRODUCTION, RE-TRANSMISSION OR OTHER USE OF THE PICTURES, DESCRIPTIONS OR ACCOUNTS OF THIS GAME WITHOUT THE EXPRESS WRITTEN CONSENT OF THE (CLUB NAME), (LEAGUE NAME) AND THE NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES, INC. IS PROHIBITED.

- B. COMPLIANCE WITH GAMBLING GUIDELINES.** (Internet Provider Name) agrees to (i) grant (Club Name) the right of prior review and approval of the content of advertising or promotion arising out of or relating to this Agreement and (ii) comply with the NAPBL Gambling Guidelines, a copy of which is attached, with respect to all advertisements and promotions arising out of or relating to the activities contemplated in this Agreement.

- C. COMPLIANCE WITH PROFESSIONAL BASEBALL AGREEMENT.** (Internet Provider Name) agrees to make a webcast feed available at no fee to a Major League created, owned or controlled webcaster for live and/or delayed transmission. Such webcast feeds shall be made available through a means directed by the MLB webcaster at no cost to the National Association of Professional Baseball Leagues, Inc. its leagues or clubs.



REGULATED TRANSACTION – AGREEMENTS REQUIRING REVIEW **CHECKLIST**

We will require the information and documentation listed below for any of the following agreements entered into by a club, and any such agreement must contain the required language as noted:

1. Loan Agreement¹;
 2. Stadium Lease;
 3. Webcast, Television and Radio Rights Agreement (including internet, audio and video)²;
 4. Concession Contract having a potential duration of more than one year (including any options or renewals);
 5. Naming Rights Agreement³;
 6. Any contract having a potential duration of five years or longer (including any options or renewals).
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- A cover letter explaining the transaction(s);
 - A complete copy of the Agreement(s) to be reviewed, including all attachments; and
 - Written evidence of League approval for the proposed transaction(s).

Please note that further information and documents may be requested based upon review of the information and documents submitted.

¹ All **loan agreements** of any kind must include the attached "Lender Language" relating to Major League Rule 54.

² All **broadcast agreements** must include the required "BIRCO" language. Please note that broadcast agreements are collected on an annual basis by the Minor League Baseball office and are reviewed for compliance at that time. Please contact the Minor League Baseball Legal Department for questions about broadcast agreements.

³ All **naming rights agreements** must include the attached "Naming Rights Agreement" language relating to the Gambling Guidelines.

Loan Agreements
Required Language

All financing must be fully committed, and written evidence thereof submitted, prior to the consideration of this Application. Also, any loan documentation or security agreement must contain a provision or amendment which includes the following language required by Major League Rule 54:

Lender Provision: Lender agrees to be bound by the Major League Rule regarding Regulation of Minor League Franchises, a copy of which is attached hereto as Exhibit "A" (the "Rule"). Lender acknowledges that the Rule does not permit a Minor League Baseball Club to pledge its franchise as security for any indebtedness and requires that the transfer of a "Control Interest" (as defined in the Rule) in such Club is subject to the approval of the President of the National Association and review of the Office of the Commissioner of Baseball in their sole and absolute discretion. Accordingly, Lender acknowledges that such approval would be required for any foreclosure, sale or transfer of the Collateral to a third party as well as to the Lender. Further, any security interest granted hereunder shall specifically exclude all membership interests in any professional baseball league and other baseball organizations, any Player Development Contracts with a Major League Club, all present and future territorial rights that the Club may have under applicable baseball rules, all uniforms, bats, balls and other baseball and training equipment, including, without limitation, machinery and equipment to maintain the field and all other agreements, rights, benefits and interests determined by the National Association to comprise the franchise, and any interest granted hereunder shall specifically exclude the Ballpark Leases and Ballpark Agreements themselves, but include the rights to payment and proceeds in respect thereof, in each case unless the Lender has received the express prior written approval of any exception thereto by its League, the President of the National Association and the Commissioner of Baseball. Lender shall immediately notify the President of the National Association and the Office of the Commissioner of Baseball of any event of default under the indebtedness. Lender acknowledges that any temporary or permanent management of the Collateral by the Lender or any receiver or trustee shall be subject to prior approval of the President of the National Association and review of the Commissioner of Baseball in their sole and absolute discretion. In the event that Lender desires to operate the franchise for its own account on a temporary or permanent basis, Lender shall obtain the prior written approval of the President of the National Association in accordance with the Rule. Nothing contained in this section shall be deemed to limit the obligations of Borrower to the Lender under any credit agreement and the rights of Lender thereunder which, in either case, are not inconsistent with the provisions of this section.

Naming Rights Agreements
Required Language

The parties hereby acknowledge and agree that all rights granted under this Agreement are expressly subject to, and must conform with, all baseball rules and regulations, including, without limitation: (1) all rules, regulations, constitutions and bylaws of the league of which the club is a member; (2) all rules and regulations of The National Association of Professional Baseball Leagues, Inc. d/b/a Minor League Baseball, including the National Association Agreement; (3) the Professional Baseball Agreement; (4) the Major League Rules; and (5) any rule, regulation, restriction, guideline, resolution or other requirement issued from time to time by any baseball authority (e.g., the League President, the NAPBL President, the NAPBL Board of Trustees or the Commissioner of Baseball) including the NAPBL Gambling Guidelines.