

"On motion of Commissioner Drie haus, seconded by Commissioner Summer and Duma the following resolution was adopted...

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY AND THE CINCINNATI BENGALS, INC. REGARDING PHASE 1 OF THE STADIUM MODERNIZATION AND RENOVATION PROGRAM AND ASSOCIATED AGREEMENTS PERTAINING TO PAYCOR STADIUM**

**WHEREAS**, the County and Bengals entered into a Lease Agreement for Paul Brown Stadium, now known as Paycor Stadium (hereinafter "**Stadium**") dated as of May 29, 1997 (the "**Original Lease**");

**WHEREAS**, the Original Lease between the County and Bengals has been amended in five separate Amendments dated January 31, 1998, April 10, 1998, June 24, 2000, August 11, 2010, and April 17, 2014, respectively (the Original Lease together with the foregoing amendments and as amended hereinafter, the "**Lease**");

**WHEREAS**, the County and Bengals entered into seven separate Memoranda of Understanding dated on or about May 9, 2018, November 14, 2018, June 20, 2019, November 30, 2021, September 19, 2023, October 25, 2023, and December 27, 2023 (the "**Earlier MOUs**"). All capitalized terms that are not otherwise defined herein shall have their respective meanings set forth in the Lease and the Earlier MOUs;

**WHEREAS**, the County and Bengals are cooperating in the redevelopment of Cincinnati's Central Riverfront and ensuring the long-term sustainability of Paycor Stadium;

**WHEREAS**, both the County and Bengals are working in good faith and have jointly developed a program to address a renovation and modernization of Paycor Stadium (the "**Stadium Renovation and Modernization Program**") which, based on the current agreed upon scope of work totals approximately \$830MM; and the County and the Bengals are negotiating a Comprehensive Agreement regarding the renovation of the Stadium as the home of the Bengals, and terms and conditions regarding the maintenance, operation, capital repair and capital improvements of the Stadium as well as the increased public utilization of the Stadium and a new term all as to be more fully set forth in the Comprehensive Agreement; and

**WHEREAS**, the Bengals wish to advance their commitments with respect to the Team Funded Phase 1 Renovation Projects now through the Team Funding of \$60M and NFL G-5 Financing to the Team (which NFL Financing of \$60MM will be fully repaid by the Team with its funding sources), which combined, totals \$120 million for such Projects to be designed and engineered in 2025 and completed in 2026; and

**WHEREAS**, the County wishes to advance its commitments with respect to the County Funded Phase 1 Renovation Projects now, which are estimated to be in the range of \$34.5 million that are necessary for the Team Funded Phase 1 Renovation Projects to be designed and engineered in 2025 and completed in 2026; and

**WHEREAS**, in 2025, the County allocated \$220,000 to develop the engineering and specification for the replacement of the Stadium Video Production Control System

("JungleVision") and such system must be replaced in 2026 to preclude failure of the existing JungleVision system, pursuant to the terms and conditions of the Memorandum of Understanding, the County will fund the replacement of such system which is estimated to be in the range of \$30 million to be implemented in 2026; and

**WHEREAS**, the Parties desire to work together to seek additional funding and financing sources from third parties for the Stadium Renovation and Modernization Program, including, but not limited to, the State of Ohio, as well as operations and maintenance, capital repair, and capital improvements and to prudently manage and control the cost of the Stadium Renovation and Modernization Program, and as such, have agreed that the Program will be scaled to the funds available to the County and the Bengals during the implementation of the Program; and

**WHEREAS**, the County and Bengals desire to execute a Memorandum of Understanding so as to continue their collaborative efforts and undertake certain design, engineering, and procurement efforts for the first of three-to four phases of the Stadium Renovation and Modernization Program, all as more particularly described in the Memorandum of Understanding substantially in the form attached hereto as Exhibit A (the "**Memorandum of Understanding**"); and

**WHEREAS**, the County and Bengals desire to establish a framework to further develop and detail the Stadium Renovation and Modernization Program, as well as negotiate terms associated with a Comprehensive Agreement as more fully set forth in the Memorandum of Understanding.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners does hereby authorize the execution of a Memorandum of Understanding with the Cincinnati Bengals, Inc. substantially in the form of Exhibit A attached hereto.

**BE IT FURTHER RESOLVED**, that the County Administrator is further authorized to execute the Memorandum of Understanding, and all contracts, purchase orders, change orders, documents, instruments and agreements contemplated thereby, including amendments thereto, consistent with this Resolution, and in furtherance thereof without further authorization of the Board.

**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, Jeff Aluotto; Hamilton County Assistant Prosecuting Attorney Roger E. Friedmann; Hamilton County Project Counsel Thomas L. Gabelman, Esq.; and the Cincinnati Bengals, Inc., Attention Aaron Herzig.


**ADOPTED** at a regularly adjourned meeting of the Board of Commissioners of Hamilton County, Ohio, this 29th day of April 2025.

Ms. Driehaus Yes Ms. Summerow Dumas Yes Ms. Reece No

**CERTIFICATE OF THE 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, this 29th day of April 2025.

**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 29th day of April 2025.



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Leslie Hervey, Clerk  
Board of County Commissioners  
Hamilton County, Ohio

**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into by and between the Board of County Commissioners of Hamilton County, Ohio (hereinafter “County”) and the Cincinnati Bengals, Inc., an Ohio corporation (hereinafter “Team”, together with the County, the “Parties”), effective as of the 29 day of April, 2025 (the “Effective Date”).

### RECITALS

In consideration of the mutual agreements that follow, and the commitments by Team and County contemporaneous with this MOU, the Parties hereby acknowledge and agree as follows:

A. The Parties entered into a Lease Agreement for Paycor Stadium (hereinafter “Stadium”) dated as of May 29, 1997 (the “Original Lease”).

B. The Original Lease has been amended in five separate Amendments dated January 31, 1998, April 10, 1998, June 24, 2000, August 11, 2010, and April 17, 2014, respectively (together with the Original Lease, and as amended hereinafter the “Lease”). The Parties entered into seven separate Memoranda of Understanding dated on or about May 9, 2018, November 14, 2018, June 20, 2019, November 30, 2021, September 19, 2023, October 25, 2023, and December 27, 2023 (the “Earlier MOUs”). All capitalized terms that are not otherwise defined herein shall have their respective meanings set forth in the Lease and the Earlier MOUs.

C. Over the Term of the Lease, the Parties have worked together to prudently maintain the Stadium as an NFL-caliber facility, including investments of both Parties totaling over \$240 million in the past six years which include Team Capital Improvements, County Capital Improvements, Repairs and Operations and Maintenance of the Stadium.

D. Pursuant to November 14, 2018, MOU, the Parties agreed that an architectural/engineering firm should be retained to perform a capital audit of the Stadium. Pursuant to such MOU, the County and Team engaged Gensler Sports (“Gensler”) to perform a capital audit of the Stadium, and on April 22, 2022, Gensler issued a Facility Condition Assessment regarding the Stadium (the “FCA”). Since the issuance of the FCA, the Parties have worked collaboratively to assess and determine the capital projects that should be performed in the short and long term in order to sustain the Stadium.

E. The Parties’ maintenance and care of the Stadium has protected the taxpayers’ investment into the NFL stadium in Hamilton County, Ohio and due to such maintenance and care, the existing Stadium is sustainable as a renovation project and a new stadium is unnecessary.

F. The Parties have jointly developed a Stadium renovation and modernization program of about \$830 million (the “Stadium Renovation and Modernization Program”), one third the cost of a new NFL stadium. The objectives of the Stadium Renovation and Modernization Program, as currently developed include, but are not limited to, *(i) increasing the sustainability of the Stadium and competitiveness with comparable NFL facilities; (ii) maintaining and enhancing the Team’s competitiveness in the NFL at the Stadium ensures the Stadium in a competitive home for the Team; (iii) enhancing public patron utilization, connection and engagement; (iv) improves*

*accessibility and safety throughout the Stadium; (v) improving the ability to actively plan and implement Stadium uses in a commercially reasonable manner with the County and Team considering collaboratively the cost/benefit factors associated with such uses; (vi) integrating the Stadium with The Banks, to continue to drive billions of dollars of economic impact for the region which may also spur further development adjacent to the Stadium; (vii) estimating, budgeting and funding the maintenance, operating and ongoing capital repairs and capital improvements to ensure the sustainability of the Stadium during the term of the Comprehensive Agreement; and (viii) expanding revenue generating opportunities for the County and Team.*

**G.** The Stadium Renovation and Modernization Program is anticipated to be implemented in three (3) to four (4) phases from 2026-2029. Each phase is anticipated to cost in the range of \$210 million of capital work but such cost in each phase may vary based on the scope, phasing and sequencing plan of the Program as developed and approved by the County and the Team. The implementation of the Stadium Renovation and Modernization Program and resulting renovation of the Stadium are intended to be undertaken in the context of the Comprehensive Agreement to be negotiated between the County and Team as set forth in Section 2.1 herein (the “Comprehensive Agreement”).

**H.** The County and the Team have also agreed that the major projects comprising the Stadium Renovation and Modernization Program are currently set forth in **Exhibit A** attached hereto and incorporated herein by reference, as such projects will be further refined and modified by the County and Team.

**I.** The Team has obtained G-5 financing from the NFL and intends to use those associated funds, together with its own funds, to fund certain major project elements of the Stadium Renovation and Modernization Project (defined below).

**J.** The Parties have collaborated and continue to work together to obtain funding from third parties, including but not limited to, the State of Ohio to assist in advancing and completing the Stadium Complex Renovation.

**K.** The Parties have determined that design and engineering and procurement of certain elements within Phase 1 of the Stadium Renovation and Modernization Program should be advanced in 2025 in order for the timely design and construction of the Phase 1 Renovation Projects (defined below) in 2026 so that the Stadium is kept in good repair and improved as the Parties progress toward the next phases of the Stadium Complex Renovation as hereinafter set forth.

**L.** The Parties mutually desire to set forth a working timeline to finalize such terms and conditions and to execute a Comprehensive Agreement to memorialize such terms and conditions.

## ARTICLE I

### **COUNTY AND TEAM CAPITAL COMMITMENTS REGARDING PHASE 1 RENOVATION PROJECTS**

**1.1 County Funded Phase 1 Renovation Projects.** The County hereby commits to fund the design, engineering, and procurement of those elements of the County Funded Phase 1 Renovation Projects (defined below) that the County, in collaboration with the Team, determines

are necessary to timely progress in 2025 so that the County Funded Phase 1 Renovation Projects may be constructed and completed in 2026, in order for the Team to also advance the Team Funded Projects set forth herein. The “County Funded Phase 1 Renovation Projects” include new escalators and stairs to provide improved pedestrian flow, safety and access to the East and West Club and Suite Levels, electric power distribution and code required upgrades, East/West Stadium passenger elevator refurbishment projects, Suite seat replacement project, and the Suite glazing hardware refurbishment projects which are collectively estimated to be in the range of \$34.5 million, as further set forth in **Exhibit C** herein (the County Funded Phase 1 Renovation Projects together with the Team Funded Phase 1 Renovation Projects, the “Phase 1 Renovation Projects”), subject to Section 2.1.

**1.2** In addition to the Phase 1 Renovation Projects contemplated in Section 1, the County Funded Phase 1 Renovation Projects include the Stadium’s video production control room a/k/a Junglevision System. The County and Team are presently advancing the design and engineering specifications for such System replacement which is estimated to cost in the range of \$30 million, in preparation for the 2026 implementation of a complete replacement of the Junglevision System. In addition to the major capital projects estimated to be in the range of \$64.5 million as outlined herein, the County will also fund its annual maintenance, operations and capital repair obligations which are estimated to be in the range of \$16 million as part of the County/Team annual 2026 capital and operations and maintenance budget process to be managed and implemented by the Stadium Manager pursuant to the Management Agreement. The County Funded Phase I Renovation Projects are anticipated to be implemented prior to the start of the 2026 NFL season subject to Section 2.1 herein.

**1.3** **Team Funded Phase 1 Renovation Projects.** The Team hereby commits to fund the final design and engineering of those elements of the Team Funded Phase 1 Renovation Projects (defined below) that the Team, in collaboration with the County, determines are necessary to timely progress in 2025 so that The Team Funded Phase 1 Renovation Projects may be constructed and completed in 2026. The “Team Funded Phase 1 Renovation Projects” include the East and West Club Lounges, the renovation of all Stadium Suites (132), certain concession improvements, and certain Stadium beautification projects, such projects being collectively estimated to be in the range of \$120 million, such projects are also described in **Exhibit B** herein. The Team Funded Phase 1 Renovation Projects are anticipated to be implemented prior to the start of the 2026 NFL season subject to Section 2.1 herein.

## **ARTICLE II**

### **SUBSEQUENT AGREEMENTS**

**2.1** **MOU Term Document and Comprehensive Agreement.** In mutual consideration of each Party’s respective commitments set forth herein, the Team and County hereby agree to continue their negotiations with the intent and goal of finalizing a Memorandum of Understanding memorializing such general terms as may be agreed upon by the Parties on or before June 1, 2025, (the “MOU Term Document”). Subsequent to the execution of the MOU Term Document, the Parties will incorporate the general terms set forth in the MOU Term Document, as such general terms may be further detailed, modified and agreed upon by the County and Team in the Comprehensive Agreement. The Parties agree to negotiate with the intent and goal of executing such Comprehensive Agreement on or before June 30, 2025. In the event the Parties do not agree

upon the terms and conditions of a Comprehensive Agreement on or before June 30, 2025, and such deadline is not otherwise extended by mutual agreement of the Parties, each Party may, in their sole discretion, elect to reduce or terminate their respective levels of funding of such Party's Phase 1 Renovation Projects.

**2.2 Team-County Projected 2026 Stadium Investment.** Provided that the County and the Team successfully negotiate and agree upon the terms and conditions of the Comprehensive Agreement within the time period set forth in Section 2.1 herein, as outlined herein, the anticipated combined investment of the County and the Team in major projects, improvements, capital repairs, operations and maintenance of the Stadium, consistent with the Phase 1 Renovation Projects and the Stadium Renovation and Modernization Program, as set forth herein and on Exhibit A hereto, will be in the range of \$210 million in 2026.

### ARTICLE III

#### PATH FORWARD TO COMPREHENSIVE AGREEMENT

**3.1 Team and County Stadium Renovation and Modernization Program.** The County and the Team have been pursuing the execution and delivery of a MOU Term Document and a Comprehensive Agreement regarding the Stadium Renovation and Modernization Program. In furtherance of this objective, the County and Team have worked to establish the scope and concepts for the Stadium Complex, as well as the future use, operation, maintenance and improvements of the Stadium. To expedite the development and implementation of the Stadium Renovation and Modernization Program, the County and Team have engaged design professionals, construction managers, and other professional service providers (the "D/B Team") to evaluate the design, constructability, costs, timelines, and economic impacts associated with the Stadium Renovation and Modernization Program and ongoing use and operation, and necessary capital repairs of the Stadium during the term of the Comprehensive Agreement. The Team has also engaged design and construction professionals to evaluate the design, constructability, costs and features regarding the Team Funded Phase 1 Renovation Projects. The County and the Team will work together to develop an administrative structure pursuant to which designated representatives of the County, and designated representatives of the Team, including but not limited to, the Stadium Manager, will work together to phase, sequence and implement the Stadium Complex Renovation to be undertaken and implemented in a cost-effective and efficient manner.

### ARTICLE IV

#### AGREED STADIUM RENOVATION AND MODERNIZATION OBJECTIVES

**4.1 Stadium Renovation and Modernization Program Objectives.** The shared objectives of the Team and the County with respect to the Stadium Renovation and Modernization Program include those as set forth in Recital F herein. The Team and County will cooperate to identify and detail additional shared objectives throughout the discussions and negotiation of the Comprehensive Agreement and Stadium Renovation and Modernization Program.

## ARTICLE V

### SCOPE OF STADIUM RENOVATION AND MODERNIZATION PROGRAM

#### **5.1 Renovation Design and Construction**

5.1.1 **Stadium Renovation and Modernization**. The Stadium Renovation and Modernization Program will include the necessary capital repairs and improvements that the County and Team will develop and prioritize based on the initial vision set forth in the Stadium Renovation and Modernization Program and as presently being further developed and conceptualized by the County and the Team, the FCA, as revised and updated, the additional capital repairs identified by the County and Team since the issuance of the FCA as determined to be necessary and prudent, and those capital repairs recommended by the D/B Team to be necessary, appropriate and cost effective to be performed contemporaneous with the project comprising the Stadium Renovation and Modernization Program and as agreed upon by the County and Team. The final Stadium Renovation and Modernization Program will be prioritized, phased and sequenced based on available funding sources referenced in Article VI below and such other third party sources the County and Team develop, assess, and agree upon, and will focus on objectives set forth in Recital F.

5.2 **Stadium Renovation and Modernization Program Collaboration and Advancement**. The design, development, and construction of the Stadium Renovation and Modernization Program shall continue to be a collaborative process between the Parties consistent with prior County/Team endeavors, including the 2024 Pre-Renovation projects and the Team and County funding commitments to the Phase 1 Renovation Projects (the Phase 1 Renovation Projects are set forth herein and described in Exhibit B and Exhibit C). The County and Team will work together to develop an administrative structure pursuant to which designated representatives of the County, and designated representatives of the Team, including but not limited to, the Stadium Manager, will work together to phase, sequence and implement the Stadium Renovation and Modernization Program in a cost-effective and efficient manner.

## ARTICLE VI

### SOURCES AND UTILIZATION OF FUNDS

6.1 The Parties acknowledge that in order to sustain the Stadium such that it retains its continued significant economic impact and long-term sustainability, the Team and County agree that sufficient funding must be secured for Stadium Renovation and Modernization Program. Based upon the assessments of the Stadium and the Stadium Renovation and Modernization Programming performed to date, the Parties have preliminarily estimated that the cost of the Stadium Renovation and Modernization Program to be in the range of Eight Hundred and Thirty Million dollars (\$830 Million). As the Stadium Renovation and Modernization Program is further updated and revised by the County and Team, the County and Team will also update and revise the estimated cost. Upon completion of the Stadium Renovation and Modernization Program, the County and the Team will work together to *(i) further finalize the scope and budget of the Stadium Renovation and Modernization Program and scale the project accordingly based on funding commitments from all sources, including the State of Ohio; (ii) prioritize, phase and sequence the scope of the Stadium Renovation and Modernization Program; (iii) identify, seek and secure sufficient funding throughout the term of the Comprehensive Agreement for ongoing maintenance, operation, capital*

*repairs, improvements and enhancements to sustain the Stadium during the term of the Comprehensive Agreement; and (iv) prudently invest project funds as prioritized and phased as agreed upon by the Team and County.*

## **6.2 Stadium Renovation and Modernization Program Funding.**

6.2.1 **Renovation Funding and Financing Sources.** The Team and the County agree to work together to seek additional funding and financing sources from third parties for the Stadium Renovation and Modernization Program. As of the execution of this MOU, the County and Team anticipate that the primary funding and financing sources for the Stadium Renovation and Modernization Program will be comprised of fair and equitable contributions from: (i) County; (ii) Team/NFL; and (iii) State of Ohio, in the general context of reasonably comparable funding structures in other NFL peer markets and shall also take into consideration the funding commitments made by the Team and County throughout the term of this Agreement. The County's primary source for its capital funding contribution will be proceeds derived from the sale of bonds issued by the County and secured by the County's ½ percent sales tax that the Hamilton County voters approved in April 1996 for the County funding of the Stadium. (the "Stadium Sales Tax").

## **6.3 Annual Funding for Maintenance and Operations.**

6.3.1 Prior to the commencement of the Comprehensive Agreement, the Team and County will collaborate to develop an operations and maintenance plan (the "O&M Plan") that will be applicable during and following the Stadium Renovation and Modernization Program. Such O&M Plan shall be updated annually and provide for Stadium operations and maintenance work ("Stadium O&M Work") and a budget for the Stadium operations and maintenance ("Stadium O&M Budget") for the term of the Comprehensive Agreement.

6.3.2 In furtherance of the O&M Plan, the County and the Team will collaborate to establish and maintain an operations and maintenance fund (the "O&M Fund"), the proceeds of such will be used to fund the Stadium O&M Budget and pay County and Team approved costs for O&M Work attributable to the Stadium. The Stadium Sales Tax currently funds the operations and maintenance for the Stadium pursuant to the Lease. The County and Team agree to consider and assess potential additional third party sources of funding as may be agreed upon by the County and the Team for the O&M Budget in addition to the Stadium Sales Tax.

## **6.4 Capital Asset Planning.**

6.4.1 **Capital Asset Plan.** In order to sustain the renovated Stadium, the County and Team will work towards the development of a capital asset plan within the Comprehensive Agreement under which, in the context of the O&M Plan, capital repairs and improvements will be determined and implemented during the initial term of the Comprehensive Agreement (the "Capital Asset Plan"). Under the Capital Asset Plan, and the terms and conditions of the Comprehensive Agreement, a capital report will be developed by the Stadium Manager every five years, in collaboration with the County, which the County and Team shall review and approve (the "Capital Report") in a timely manner in order to implement capital repairs and/or capital improvements.

**6.4.2 Capital Repair Fund.**

6.4.2.1 The County and Team will collaborate to establish and maintain a capital repair fund (the "Capital Repair Fund"), the proceeds of which will be used to pay the costs of the capital repairs of the Stadium under the Capital Asset Plan. The funds on deposit in the Capital Repair Fund will be used in accordance with the Capital Asset Plan as updated by the most recent Capital Report.

6.4.2.2 The Stadium Sales Tax currently funds the capital repairs for the Stadium pursuant to the Lease. The County and Team agree to consider and assess potential additional third party sources of funding as may be agreed upon by the County and the Team for the Capital Repair Fund in addition to the Stadium Sales Tax.

6.4.3 **Capital Improvement Fund.** The County and Team will collaborate to establish and maintain a capital improvement fund to implement capital improvements under the Capital Asset Plan (the "Capital Improvement Fund"), as agreed upon by the Parties. The County has funded capital improvements to the Stadium from the Stadium Sales Tax. The Team has also funded, from its own sources, capital improvements to the Stadium. The Capital Improvement Fund is anticipated to be primarily funded by (i) certain Stadium Sales Tax contributions, as and when available, (ii) potential State funding, and (iii) additional third party funding sources as considered, assessed and as may be agreed upon by the County and Team.

**ARTICLE VII**

**MOU TERM DOCUMENT; COMPREHENSIVE AGREEMENT; OTHER PROJECT AGREEMENTS.**

7.1 **MOU Term Document; Comprehensive Agreement; Other Project Agreements.** The County and Team acknowledge and agree, for the avoidance of doubt, the Recitals and Articles III-VII herein, are only intended to be a guide for general consultation and consideration by the Parties as they work through and negotiate terms associated with the MOU Term Document as well as terms and conditions as may be agreed upon and memorialized in a Comprehensive Agreement. Accordingly, the Recitals and Articles III-VII herein are considered to be a guide and specifically aspirational in nature and not in any way a binding obligation upon the Parties hereto.

7.2 **Timeline for Agreements.** The County and the Team will collaboratively develop the approach and timeline to advance the negotiation and implementation of the Comprehensive Agreement and other agreements referenced herein as generally set forth in the Schedule attached hereto as Exhibit D, which may be modified from time to time by the mutual agreement of the County and Team.

7.3 **No Impact on Lease.** Nothing in this MOU is intended to, nor shall be deemed or construed to, alter the terms of the current Lease or Earlier MOUs.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Team have caused this Memorandum of Understanding to be executed by their respective authorized representatives effective as of the date first set forth above.

COUNTY:

TEAM:

THE BOARD OF COUNTY  
COMMISSIONERS OF HAMILTON  
COUNTY, OHIO

CINCINNATI BENGALS, INC.

By: 


Jeff Aluotto  
County Administrator

By: 

Katherine Blackburn  
Executive Vice President

Approved as to Form and Content:

*for letter*



Roger E. Friedmann, Esq.  
Assistant County Prosecutor

## **EXHIBIT A**

### **PROJECTS COMPRISING STADIUM RENOVATION AND MODERNIZATION PROGRAM**

- Stadium Wide Vertical Transportation Improvements
- Maintain and Upgrade Stadium Infrastructure
- Replace and Enhance the Canopy and Roofing Systems
- North End Zone Transformation
- Club and Suite Renovations
- Create Additional Field Level Club, Suites and Seats
- Stadium Concourse and Plaza Improvements
- Enhance Fan Entry and Gate Security Technology
- Modernize Stadium Audio Visual Components
- Revised and Updated FCA Capital Repairs, additional Team/County Identified Capital Repairs, and D/B Team Recommended Capital Repair Directly Related to Stadium Renovation Projects Determined to be Necessary, Appropriate and Cost-Effective, As Agreed upon by County and Team

## **EXHIBIT B**

### **TEAM FUNDED PHASE 1 RENOVATION PROJECTS**

- East & West Club Lounge Renovation
- Renovation of Suites (132) at all Stadium Levels
- Certain Concession Improvements
- Certain Stadium Beautification Improvements

## **EXHIBIT C**

### **COUNTY FUNDED PHASE 1 RENOVATION PROJECTS**

- East & West Club Vertical Transportation Improvements with Full Integration and Fit-Out at all East & West Club Lounge and Suite Levels
- Electric Power Upgrade/Distribution (East/West Club Lounge/Suite Levels)
- East/West Passenger Elevator Refurbishment
- Suite Code Related Updates
- Suite Seats
- Suite Glazing Refurbishment

**EXHIBIT D**

**SCHEDULE AND TIMELINE FOR AGREEMENTS  
BETWEEN COUNTY AND TEAM**

**Paycor Stadium Related Agreements Timetable**

**Date**

MOU Regarding General Terms	June 1, 2025
Comprehensive Agreement between County and Team	June 30, 2025
Design/Engineering/Pre-Construction of Phase 1 Renovation Projects	June 1, 2025- February 2026

**Renovation/Design/Engineering/Pre-Construction/Construction:**

Phase 1 Construction	February 2026
Phase 2 Construction	February 2027
Phase 3 Construction	February 2028
Phase 4 Construction	February 2029
Stadium Renovation and Modernization Program Complete	July 2029