

**THIRD AMENDMENT TO MULTI-USE FACILITY NON-EXCLUSIVE USE
AGREEMENT**

THIS THIRD AMENDMENT TO MULTI-USE FACILITY NON-EXCLUSIVE USE AGREEMENT (this "Amendment") is made and entered into this 4th day of ~~August~~^{October}, 2017, but shall be effective on and as of June 1, 2017 (the "Effective Date"), by and between CITY OF PENSACOLA, a Florida municipal corporation (the "City") and NORTHWEST FLORIDA PROFESSIONAL BASEBALL, LLC, a Florida limited liability company ("NFPB").

WITNESSETH:

WHEREAS, Community Maritime Park Associates, Inc. (the "CMPA") and NFPB entered into a certain Multi-Use Facility Non-Exclusive Use Agreement dated July 20, 2011, as amended by that certain First Amendment to Multi-Use Facility Non-Exclusive Use Agreement dated July __, 2014, and by that certain Second Amendment to Multi-Use Non-Exclusive Use Agreement dated April 2, 2015 (collectively, the "Use Agreement");

WHEREAS, on February 15, 2017, the CMPA approved the purchase of a new Videoboard for the Multi-Use Facility, as more particularly described in Section 2 below, and agreed to contribute \$20,000.00 per year for five years to reimburse NFPB for a portion of the total cost of the Videoboard;

WHEREAS, pursuant to that certain Omnibus Bill of Sale, Assignment and Related Agreements between the CMPA and the City dated June 1, 2017 (the "Omnibus Agreement"), the CMPA assigned to the City all of its right, title and interest in, to and under the Use Agreement and transferred and conveyed to City all of its right, title and interest in and to all buildings, structures and improvements at the Vince Whibbs Sr. Community Maritime Park in Pensacola, Florida, which improvements include without limitation the Multi-Use Facility as such term is defined in the Use Agreement;

WHEREAS, the new Videoboard has been constructed and installed at the Multi-Use Facility, and pursuant to the Omnibus Agreement, the CMPA has transferred and assigned to the City all of its right, title and interest in and to the Videoboard and all warranties and guaranties issued with respect thereto;

WHEREAS, the City and NFPB have made certain agreements with each other concerning the Videoboard and desire to state those agreements in this written Amendment;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Videoboard. As used in this Amendment, the term "Videoboard" means that certain 16mm LED full matrix video screen and associated control system, processor, monitor, rack, cables, connectors, parts and accessories installed at the Multi-Use Facility on or about April 1, 2017, pursuant to a certain contract between Pensacola Blue Wahoos and Formetco dated February 21, 2017, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Formetco Contract").
3. Partial Reimbursement by the City. NFPB has paid in full the cost of the Videoboard in the amount of \$244,034.00. The City shall reimburse to NFPB \$100,000.00 of that amount, payable in five (5) annual installments of \$20,000.00 each, commencing on October 15, 2017 and continuing on the same date of each year thereafter to and including October 15, 2021.
4. Scoreboard. From and after the Effective Date, the term "scoreboard" as used in the Use Agreement shall mean the Videoboard and all associated press box equipment, control boards, video cameras and production equipment, but shall not include the original scoreboard and associated parts and accessories that have been replaced by the Videoboard.
5. Ownership of Videoboard and Replaced Scoreboard. The parties acknowledge and agree that the City is the sole and exclusive owner of the Videoboard. The parties further acknowledge and agree that the City is the sole and exclusive owner of the original scoreboard and associated parts and accessories that have been replaced by the Videoboard.
6. NFPB Consent. NFPB consents to the replacement of the original scoreboard with the Videoboard and agrees that the Videoboard complies with all requirements and standards of NFPB and the League.
7. Formetco Limited Warranties. NFPB and the City acknowledge that Formetco has issued to NFPB and the City the limited warranties attached hereto as Exhibit "B" and incorporated herein by reference (the "Warranties"). NFPB and the City agree to cooperate with each other to enforce the Warranties whenever appropriate and commercially reasonable. Upon expiration of the two-year on-site labor warranty provided in the Warranties and for three (3) years thereafter, NFPB shall, at no cost to the City, provide

all labor required to install or re-install repaired or replacement parts provided by Formetco under the Warranties.

8. Defined Terms. Unless otherwise defined in this Amendment, all capitalized terms in this Amendment shall have the meanings assigned to them in the Use Agreement.
9. Amendment to Use Agreement. The terms of this Amendment shall be, and hereby are, made a material part of to the Use Agreement, and the Use Agreement is hereby amended to include the terms of this Amendment.
10. Entire Agreement. The Use Agreement as hereby amended contains the entire agreement and understanding between the parties concerning the replacement of the original scoreboard by the Videoboard, and all prior representations, negotiations, agreements and understandings concerning the replacement of the original scoreboard by the Videoboard, whether verbal or written, and whether by or between the CMPA, the City and/or NFPB, are hereby superseded.
11. No Amendment or Waiver. No amendment or waiver of any term or provision of this Amendment shall be effective unless set forth in a written document executed by both the City and NFPB.
12. Ratification of Use Agreement. The Use Agreement, as hereby amended, is hereby ratified and affirmed.
13. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.
14. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument as of the Effective Date.

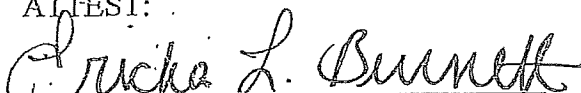
*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGES.]*

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation


By: 
Ashton J. Hayward, Mayor

ATTEST:

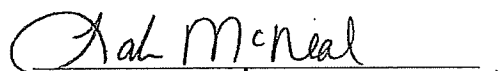

Ericka L. Burnett, City Clerk

(AFFIX CITY SEAL)


WITNESS:


Print Name: Alexandra Daily

WITNESS:


Print Name: LAKIA McNEAL

LEGAL IN FORM AND VALID AS DRAWN:

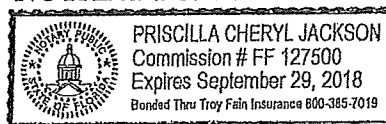

Lysia H. Bowling, City Attorney

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of ~~September~~ ^{October}, 2017 by Ashton J. Hayward, Mayor of the City of Pensacola, a municipal corporation of the State of Florida, on behalf of said municipal corporation. Said person is personally known to me and/or produced a current Florida driver's license as identification.


NOTARY PUBLIC

(AFFIX NOTARY SEAL)



NFPB:

NORTHWEST FLORIDA
PROFESSIONAL BASEBALL, LLC
a Florida limited liability company

By: [Signature]
Quinton D. Studer, its Managing Member

WITNESS:

[Signature]
Print Name: Megan Fry

WITNESS:

[Signature]
Print Name: Scott Remington

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of September, 2017 by Quinton D. Studer, the Managing Member of Northwest Florida Professional Baseball, LLC, a Florida limited liability company, on behalf of the company. Said person is personally known to me and/or produced a current Florida driver's license as identification.

[Signature]
NOTARY PUBLIC

(AFFIX NOTARY SEAL)



SCOTT A. REMINGTON
COMMISSION # FF 106266
EXPIRES: May 31, 2018

Third
Signature page to Second Amendment to Multi-Use Facility Non-Exclusive Use Agreement



Pensacola Blue Wahoos

Baseball LED Multi-Sports Scoring & Entertainment System Upgrade February 21st, 2017

LED Screen Specifications and Pricing

Option 1: MAIN BOARD

| | |
|---|------------------------------------|
| 16mm LED Screen Size | 26'3.00" High x 30'5.25" Wide |
| Outside Cabinet Dimensions with 3" trim (827.7 sq. ft.) | 26'9.00" High x 30'11.25" Wide |
| True LED 16mm Screen Pixel Matrix | 500 pixels high by 580 pixels wide |
| Total LEDs | 870,000 LEDs |
| Price for Equipment, Services and Installation: | \$230,150.00 |

Total Project Equipment & Installation Pricing to include the following:

- One 16mm LED Full Matrix Screen per specs above
- Scoring/Video Control System with Video Processor and Monitor
- Interface to the existing OES score console controller
- Freight to job site in Pensacola, FL
- Project Management, Training, First Game Support
- Control room accessories, rack, cables, connectors, etc.
- Remove existing OES scoreboard and Yesco video system, leave onsite
- Installation onto existing structure including additional catwalks (using warning track)
- Formetco providing stamped engineered drawings for the new attachments ONLY
- Warranty: 10 year parts, 2 year onsite labor, 10-year brightness

Prices above do NOT include:

- Upgrading, providing, or installing new power, conduit or cable to the back of the display
- Video Cameras or front end control equipment
- Engineering of the existing structure (structural drawings of footings needed)
- Permits provided by customer
- Applicable taxes





Typical Terms

50% down to begin production

40% due prior to shipment

Balance due 15 days from 100% completion onsite

Upon Credit Approval

Multi-Sports Scoring Entertainment Control System Summary

Description – Software designed to provide operators with the ability to show game scores, animations, recorded video, live video, player photos and profiles, full screen images or video, images or video in multiple windows of customizable sizes. Fully customizable scoring layouts, colors, fonts, team names integrated with Logo's. Sponsor advertisements in customizable sizes with the ability to have multiple Sponsor advertisements rotating within a window. Operators have the ability to customize the game experience and ease of use with customizable Hot Keys to quickly show pre-determined content from the scoring station or on a tablet field side for Baseball, Football, Soccer, Lacrosse, and Track.

Installation

- Install will be managed and supervised by Formetco's Project Manager.

Electrical, Data Connections and control room installation

- Fiber runs from the controller location to back of the scoreboard is required and the cost is not included in this proposal. Formetco will supply media converters on each fiber end run. Fiber runs will need to be terminated by others.
- Control Room Equipment includes set up and commissioning, install of the computers in the control room racks, by Formetco.
- Primary electrical to the back of each LED screen by others. Internal electrical and power connection internal to the LED video screen, test and commissioning by Formetco.

Project Management, Training and First Game Support

- Dedicated On-Site Project Manager
- On-site Supervision of all work performed on the job site
- Pre-game planning and organizational meeting
- Onsite Training on the complete system
- First Day event on site service and support
- 10 Customer graphics, 20 standard sport and crowd specific animations

FORMETCO SPORTS

Agreement to the above goods and services with the below terms:

Buyer:
Name:

Pensacola Blue Wahoos

FORMETCO

Signature

[Signature]

[Signature]

Print Name:

Jonathan Griffith

TODD NELSON

Title

President

VP DIGITAL PRODUCT

Date

2-21-17

2-23-17

TERMS AND CONDITIONS OF SALE

1. **Interpretation, Definitions and Modifications.** These Terms and Conditions apply to the sale by Formetco to Buyer of the Products identified in the Proposal/Sales Agreement ("Agreement"). These Terms and Conditions of Sale may only be altered, modified, superseded or amended by a written document that specifically references the Agreement, sets forth the agreed change and is signed by an authorized Formetco representative.

2. **Applicable Law, Limitations.** The sale of the Products is governed by the laws of the state of Georgia in effect on the date of the sale. Any legal action pertaining to the sale of the Products other than non-payment by the Buyer must be commenced within one year after the cause of action arose.

3. **Assignment.** Buyer may not assign its obligation under the Agreement without the written consent of Formetco. Any attempted assignment not in conformity with this Paragraph 3 is void.

4. **Delivery, Title, and Risk of Loss.** (a) **Continental USA Orders** - The Products are sold FOB Formetco's facility (the "Shipping Point"). Formetco will put the Products in possession of a carrier at the Shipping Point, contract with the carrier for the shipment of the Products to the destination designated by Buyer, and obtain and promptly deliver to Buyer the documents, if any, necessary to obtain possession of the Products. Formetco will bear the expense of putting the Products in the possession of the carrier. Buyer bears all other expenses of transportation including, without limitation, loading and unloading, storage and freight. Title to and risk of loss of the Products passes to Buyer upon Formetco's placement of the Products into the carrier's possession. The Products are deemed to be tendered to Buyer upon delivery of the Products to the carrier by Formetco. The Buyer may not direct the Products to any destination other than that specified in the Agreement without the written permission of Formetco. Formetco will use its best efforts (consistent with its then current sales and credit policies and procedures) to accommodate Buyer's request to deliver the Products in accordance with the delivery instructions in the Agreement. (b) **Orders Outside Continental USA** - The Products are sold CIF Buyer's city (the "Destination"). Title to and risk of loss passes to Buyer upon delivery of the Products to the Destination. Except for these two changes, the provisions of 4(a), above, apply.

5. **Delay, Force Majeure.** Any delivery date(s) or period for delivery provided for in the Agreement is approximate and not a guarantee of a particular date or period of delivery. Under no circumstances will Formetco be liable for failure to deliver or delay in delivery occasioned, in whole or in part, by fire, flood, explosion, casualty, riot, strike, terrorist act, embargo, transportation delay, breakdown, accident, act of God, or by inability to secure materials, fuel, supplies, power or shipping space or because of terrorist act, any governmental authority, or any other causes or circumstances beyond Formetco's reasonable control affecting Formetco's or its supplier's plants or otherwise affecting transportation or production of the Products. In such circumstances Formetco has the right to extend the date of delivery for a reasonable period of time after the period of delay (but in no case for less than the period of delay) and the right to apportion its products among its customers in a manner it deems equitable. Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

6. Warranties.

(a) Formetco warrants to Buyer that the Products will conform to the description and specifications designated in the Agreement ("Formetco's Warranty"), subject to Formetco's standard manufacturing variations, tolerances and classifications.

(b) Formetco warrants the Products to Buyer in accordance with Formetco's Limited Warranty (the "Limited Warranty") on the following page.

(c) On the date that title passes to Buyer, Buyer will acquire good and clear title from Formetco to the Products (the "Title Warranty").

(d) FORMETCO'S WARRANTY [paragraph 6(a)], FORMETCO'S LIMITED WARRANTY [paragraph 6(b)], AND FORMETCO'S TITLE WARRANTY [paragraph 6(c)] ARE MADE EXPRESSLY IN LIEU OF ANY AND ALL EXPRESS OR IMPLIED WARRANTIES TO BUYER INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, UNLESS FORMETCO SPECIFICALLY AGREES IN WRITING. FORMETCO WILL NOT BE LIABLE FOR ANY DAMAGES OR LIABILITY RESULTING FROM ADVICE PROVIDED BY FORMETCO REGARDING THE DESIGN, INSTALLATION, OR USE OF THE PRODUCTS.

7. Buyer's Remedies.

(a) In the event the Products do not conform to the Agreement, Formetco's Warranty, or the Limited Warranty, Buyer's sole and exclusive remedy is, at Formetco's option, for Formetco to (1) repair the Products, (2) replace the Products, or (3) refund the purchase price paid to Formetco by Buyer for the non-conforming Products.

(b) In the event the Products do not conform to the Title Warranty, Buyer's sole and exclusive remedy with respect to the nonconformity is, at the option of Formetco, for Formetco (1) to cure the title deficiency, or (2) accept the return of the Products and refund the purchase price paid to Formetco by Buyer for the non-conforming Products.

(c) No claim by Buyer of any kind, whether or not based on Formetco's alleged negligence, may be greater than the purchase price of the Products. In no event will Formetco be liable to Buyer for any special, indirect, incidental or consequential damages including lost profits, whether

(800) 367-6382 | 2963 Pleasant Hill Road | Duluth, GA 30096 | www.formetco.com

FORMETCO

SPORTS

or not caused by or resulting from the negligence of Formetco, or by reason of the fact that the Products do not conform to the Agreement, Formetco's Warranty, the Limited Warranty, or the Title Warranty, all other warranties having been disclaimed and excluded by Formetco.

(d) Buyer may not set off against any amounts owed to Formetco for the Products any sums arising under any other sales order or transaction between Formetco and Buyer.

8. **Price and Terms.** Buyer must pay the price in the Agreement for the Products. Payment must be made by Buyer to Formetco in legal tender, by cashier's check, wire transfer, or Buyer's check, at Formetco's election. The terms of payment are as provided in the Agreement. Once Formetco incurs costs or expenses in acquiring material or producing product, the Buyer's deposit is non-refundable. In the event Formetco deems it necessary to institute legal action against Buyer relating to the Products (including without limitation to collect an amount due) by or through an attorney at law, Buyer must pay to Formetco upon demand all costs and expenses of such action including, without limitation, reasonable attorneys' fees. If Buyer fails to pay the full price or any other amount due under the Agreement, Formetco may withhold subsequent deliveries and electronically shut down or immobilize the Products or their components.

9. **Taxes.** The amount of any present or future sales, use, excise or other similar tax applicable to the Products must be paid by Buyer, or in lieu thereof Buyer must, in advance of delivery of the Products, provide Formetco with an acceptable tax exemption certificate.

10. **Return of Products.** Buyer may not return the Products except pursuant to an applicable warranty provision, unless the return has been authorized in writing by Formetco before the return. Buyer will bear the costs of the return including, without limitation, transportation charges unless the Products are returned under the Limited Warranty, in which case the terms of the Limited Warranty regarding returns apply.

11. **Severability.** In the event one or more of the provisions of the Agreement are for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, those provisions will not invalidate or otherwise affect any other provisions, and the Agreement will be construed as if the invalid, illegal or unenforceable provision was never a part of the Agreement.

12. **Service Warranty.** Formetco's service warranty is based upon: (a) our product being accessible through use of a 20 foot or shorter ladder; (b) there being a secure catwalk or base from which service can be performed; and (c) there being a guard rail or a safety lifeline securely attached to the support structure if the product is over 6 feet off the ground (collectively an "Accessible Site.") In the absence of an Accessible Site, labor access for the two year warranty is provided by lift truck.



POWERED BY **AdTech**

April 7, 2017

Regarding Formetco's Warranties for the LED Video Screen Installed at the Pensacola Blue Wahoos Facility in Pensacola Florida.

Formetco acknowledges that the scoreboard was funded by both the Pensacola Blue Wahoos and the city of Pensacola. Formetco's 10 years parts warranty, two year on site labor warranty and 10 year LED brightness warranty will be available to both parties for the term of the warranties.

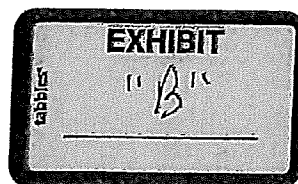
Sincerely,

A handwritten signature in black ink, appearing to read "Todd Heller".

Todd Heller
Vice President Digital Products

Attachments:

Pensacola LED Video Screen Limited Warranty – 10 year parts 2 years' labor
Pensacola LED Brightness Limited Warranty – 10 year



FORMETCO

POWERED BY **AdTech**

FORMETCO LED VIDEO SCREEN LIMITED WARRANTY and LIMITATION OF LIABILITY

Upon receipt by Formetco, Inc. ("Formetco") of full payment for the LED Video Screen, Formetco warrants to the original end-user that the LED Video Screen will be free from defects in materials and workmanship for a period of **ten years** from the date of shipment for the repair or replacement of defective parts. During this Warranty, defective parts must be returned to Formetco, freight pre-paid by the end-user. All parts returned under this limited warranty must be pre-approved by Formetco for shipment. Formetco reserves the right to refuse payment for shipping on any unapproved returns. Formetco will ship the repaired or replaced parts at its cost via the same freight shipment means used by the end-user in shipping the defective part or parts to Formetco. Formetco will provide warranty service in a reasonable period of time, performing such work during its normal working hours. Original end-user is responsible for on-site labor charges. Formetco provides labor for **two (2) years** from the date of shipment for on-site labor. The on-site labor warranty is based upon: 1. The Display being accessible through use of a 20 foot or shorter ladder; 2. Presence of a secure catwalk or base from which service may be performed; and 3. Presence of a guard rail or a safety lifeline securely attached to the support structure if the Display is over 6 feet off the ground (collectively an "Accessible Site"). In the absence of an Accessible Site, the Customer is responsible for the cost of a bucket or boom truck capable of providing safe access to the Display by our service personnel.

Replacement parts may be new or used, and will be comparable in function and performance to the original. Replacement parts will carry the original warranty, which will expire at the end of the original warranty period. The provision of additional parts will not extend the original warranty period.

A "Defective LED" is defined as an LED pixel that ceases to emit light. During the **ten-year** warranty period, if greater than 0.5% of the total number of pixels in the entire LED Video Screen become defective within a one-year period, Formetco will replace the defective LED pixels so long as the failure is not otherwise excluded from coverage. A "Defect" in other parts and equipment is defined as a material variance from the design specifications, which prohibits the parts or equipment or both from operating as intended. Formetco is not responsible for partial LED pixel degradation, which is expected to occur over time, or for local site communication interference caused in whole or in part by defects or damage to wire, fiber optic cable, conduit, or wireless signals serving the site.

THIS LIMITED WARRANTY APPLIES ONLY TO THE LED VIDEO SCREEN (TILES, THE POWER SUPPLIES, CONTROL CARDS, CABINETRY AND CONNECTING CABLES). IT DOES NOT APPLY TO THE COMPUTER, ROUTER, MODEM AND WEBCAM, WHICH ARE COVERED BY THE MANUFACTURERS' WARRANTY. THIS LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION GIVEN BY FORMETCO, OTHER THAN THIS LIMITED WARRANTY, CREATES A WARRANTY OR INCREASES THE SCOPE OF THIS LIMITED WARRANTY.

THIS WARRANTY MAY BE TRANSFERRED BUT ONLY WITH THE WRITTEN CONSENT OF FORMETCO.

Damages not covered

This limited warranty does not cover the following:

- A. Damage that occurs during shipment except as otherwise agreed in writing by Formetco.
- B. Damage caused by the unauthorized adjustment, repair, or service of the LED Video Screen, including all components.
- C. Damage caused by an electrical power surge, electrical power failure, neglect, abuse, or misuse.
- D. Damage caused by flood, fire, earthquake, wind, water, lightning, natural disaster, war, terrorism, riot, civil disturbance, or other cause beyond Formetco's reasonable control.

Limitation of Liability

Formetco's liability is limited to the purchase price paid by the warranty holder for the Formetco LED Video Screen. In no event will Formetco be liable for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected to the installation, use, or dismantling of the Formetco LED Video Screen including, but not limited to, damages for lost profits, lost revenues, cost of substitute or replacement components, down time, data loss, injury to property, or amounts paid to one or more third parties relating to the LED Video Screen.

Governing Law

The rights and obligations of the parties under this Warranty are governed, interpreted, and enforced under the laws of the State of Georgia, without regard to conflict of law principles.

FORMETCO

POWERED BY **AdTech**

FORMETCO'S 10 YEAR BRIGHTNESS LIMITED WARRANTY

Upon receipt by Formetco, Incorporated ("Formetco") of full payment for the FTX LED Digital Screen in strict accordance with the Terms of Sale governing the sale thereof, Formetco warrants to the original end-user that the FTX LED Digital Screen will maintain a brightness level of at least 5,000 NIT (the "Brightness Warranty") for a period of ten (10) years from the date of shipment (the "Warranty Period"). If the FTX LED Screen fails to satisfy the foregoing warranty during the Warranty Period as confirmed by Formetco's testing process (described below), Formetco agrees to make available to the original end-user replacement LED Tiles at a discounted price, with discount percentage calculated as follows: (i) the original purchase price of the LED Tiles, as set out in the sales documentation for the FTX LED Digital Screen, multiplied by (ii) a percentage equal to the number of days remaining in the Warranty Period as of (but not including) the testing date, divided by 3,650 days (10 years).

Replacement tiles will be the same pixel pitch and comparable in function and performance to the original. Replacement tiles will carry the original warranty, which will expire at the end of the original Warranty Period. The provision of additional parts will not extend the original Warranty Period. Formetco will ship the replacement tiles at the end-user's cost.

FTX LED Screen Care Requirements

Coverage under this Brightness Warranty is subject to the end user's completion and submission to Formetco's support center, on an annual basis during the Warranty Period, of a preventive maintenance inspection report (in such form as Formetco may prescribe) verifying: (i) proper operation of the photo cell, which automatically dims the LED Screen; (ii) correct electrical power serving the LED Screen; (iii) unobstructed operation of the rear cabinet airflow; and (iv) periodic, as-needed, washing of the face of the LED Digital Screen.

FTX LED Screen Operating Requirements

Each FTX LED Screen is set, prior to shipment, not to exceed 7,500 NIT brightness. Normal operation of a FTX LED Screen is based upon changing content and content colors that represent an average of 50% of the LEDs on at any one time with an even usage the three colors of the LEDs at least every 20 seconds. FTX LED Screen max daytime brightness cannot exceed 7,500 NIT, and nighttime brightness must be maintained at or lower than 5% of the day time brightness. Formetco reserves the right to increase the LED current over time. (millamps). Failure to operate the FTX LED Screen within these parameters may result in damage to the LEDs or "screen burn in" (screen displays previously-displayed colors, resulting in prior images "sticking" or "ghosting" over currently-displayed image) and will void this Brightness Warranty.

FTX LED Screen Brightness Measurement Method

The brightness level of the FTX LED Digital Screen will be measured with a calibrated NIT gun, which measures brightness per square meter in NIT. The Formetco FTX LED Digital Screen uses LEDs that provide optical down tilt of the light cone. Formetco will determine the angle and location of the NIT measurement based on LED technology being measured.

LED Screen Official Test Procedure and Test Data

If the original owner believes that the Brightness Warranty is not being met, the owner must contact Formetco during the Warranty Period to request a brightness test. Formetco will use commercially reasonable efforts to conduct the onsite NIT test within 90 days of the request, on a date mutually agreeable to the original end user and Formetco. The display must be cleaned within the 30 day period immediately prior to the date of the field test, per the Formetco Maintenance Guidelines. If the test as conducted by Formetco shows that the Brightness Warranty is not being met, all service charges associated with such test will be waived by Formetco. If the test as conducted by Formetco shows that the FTX LED Digital Screen brightness complies with the Brightness Warranty, the end user will be invoiced for the test at Formetco's then-current service rates. All fees and charges are exclusive of taxes and are due within thirty (30) days after the invoice date. The owner will be responsible for all costs of collection (including, without limitation, attorney's fees and court costs) incurred by Formetco with respect to any unpaid and overdue amounts.

THIS BRIGHTNESS WARRANTY SUPPLEMENTS AND APPENDS (BUT DOES NOT OTHERWISE MODIFY) THE 5-YEAR LED DIGITAL DISPLAY LIMITED WARRANTY GENERALLY APPLICABLE TO FORMETCO'S FTX LED DIGITAL SCREEN AND IS SUBJECT TO ALL APPLICABLE PROVISIONS AND LIMITATIONS OF THAT WARRANTY, INCLUDING, WITHOUT LIMITATION, THE DISCLAIMER OF OTHER WARRANTIES, EXCLUSIONS AND LIMITATION OF LIABILITY SET FORTH THEREIN. THIS BRIGHTNESS WARRANTY IS INCORPORATED IN, AND SUBJECT TO, THE TERMS AND CONDITIONS OF SALE GOVERNING THE ORIGINAL SALE OF THE FTX DIGITAL LED SCREEN.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

NORTHWEST FLORIDA PROFESSIONAL BASEBALL, LLC

Filing Information

| | |
|----------------------|-------------------------|
| Document Number | L10000109630 |
| FEI/EIN Number | 27-3834962 |
| Date Filed | 10/20/2010 |
| Effective Date | 10/20/2010 |
| State | FL |
| Status | ACTIVE |
| Last Event | LC AMENDED AND RESTATED |
| ARTICLES | |
| Event Date Filed | 08/28/2014 |
| Event Effective Date | NONE |

Principal Address

351 W CEDAR STREET
PENSACOLA, FL 32502

Changed: 08/28/2014

Mailing Address

P.O. BOX 12587
PENSACOLA, FL 32591

Changed: 02/27/2012

Registered Agent Name & Address

STUDER, MARY P
351 W CEDAR STREET
PENSACOLA, FL 32502

Address Changed: 08/28/2014

Authorized Person(s) Detail

Name & Address

Title MGR

STUDER, QUINTON D
351 W CEDAR STREET
PENSACOLA, FL 32502

Title Authorized Member

Studer, Mary P
351 W Cedar St
Penscola, FL 32502

Title Authorized Member

BAAR Capital LLC
351 W CEDAR STREET
PENSACOLA, FL 32502

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2015 | 01/28/2015 |
| 2016 | 03/28/2016 |
| 2017 | 04/02/2017 |

Document Images

| | |
|--|--|
| <u>04/02/2017 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>03/28/2016 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/28/2015 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>08/28/2014 -- LC Amended and Restated Art</u> | View image in PDF format |
| <u>03/24/2014 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>04/04/2013 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/27/2012 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>04/29/2011 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>10/20/2010 -- Florida Limited Liability</u> | View image in PDF format |