

BALLPARK LEASE AGREEMENT

AMONG

THE CITY OF HARTFORD, CONNECTICUT

AND

CONNECTICUT DOUBLE PLAY, LLC

TABLE OF CONTENTS

ARTICLE I.	DEFINITIONS	2
ARTICLE II.	CITY AND TENANT REPRESENTATIVES	13
2.1	City Representative	13
2.2	Tenant Representative	13
2.3	Review and Approvals or Consent Rights	13
2.4	Governmental Rule	14
ARTICLE III.	LEASEHOLD ESTATE TERM; RENT; FEES; CAPITAL REPAIRS RESERVE FUND	14
3.1	Grant of Leasehold Estate	14
3.2	Delivery of Possession	15
3.3	Reservations	15
3.4	Initial Term	15
3.5	Renewal Periods.....	15
3.6	Fixed Rental	16
3.7	City Suite	16
3.8	Complimentary Tickets.....	17
ARTICLE IV.	USE OF THE STADIUM; REVENUE	17
4.1	Ballpark Events	17
4.2	Scheduling.....	18
4.3	City Sponsored Events	18
4.4	Revenue.....	20
4.5	Prohibited Uses	20
4.6	Operator	21
ARTICLE V.	PARKING	22
5.1	Generally.....	22
5.2	Parking Spaces	22
5.3	Offsite Garage Parking Operations and Security	22
5.4	Parking Rates	22
5.5	Parking Revenues.....	23
5.6	Event Staff Parking	23
ARTICLE VI.	OPERATION; MAINTENANCE; UTILITIES	23
6.1	Tenant's Operation of the Ballpark.....	23
6.2	Routine Maintenance	23
6.3	Compliance with Applicable Laws	24
6.4	Security and Staff.....	24
6.5	Utilities.....	25
6.6	City Inspections; Evaluation of Tenant's Operation, Routine Maintenance.....	25
6.7	Improvements by Tenant	25
6.8	Tenant's Personal Property	25
ARTICLE VII.	CAPITAL IMPROVEMENTS AND CITY MAINTENANCE ITEMS	25
7.1	Responsibility	25
7.2	Capital Improvements Reserve Fund	25

7.3	Capital Improvements Plan.....	26
7.4	Undertaking of Approved Capital Improvements and City Maintenance Items.....	27
ARTICLE VIII. TAXES.....		29
8.1	Tenant Payment of Taxes.....	29
8.2	Ad Valorem Taxes	29
8.3	Joinder of City Not Required	29
8.4	No City Obligations	29
8.5	No Target Taxes.....	30
ARTICLE IX. INSURANCE; INDEMNITY		30
9.1	Insurance.....	30
9.2	Waiver of Subrogation	32
9.3	Indemnity	32
ARTICLE X. LOSS OF FACILITIES		33
10.1	Condemnation	33
10.2	Casualty Damage to the Ballpark.....	34
ARTICLE XI. DEFAULTS AND REMEDIES.....		35
11.1	Default by Tenant	35
11.2	City's Remedies	36
11.3	Default by City.....	37
11.4	Remedies Cumulative	38
11.5	No Indirect Damages	38
11.6	No Waivers	38
11.7	No Accord and Satisfaction	38
11.8	Commercial Transaction.....	39
ARTICLE XII. DISPUTE RESOLUTION		39
12.1	Generally.....	39
12.2	Emergency Relief.....	39
ARTICLE XIII. SALE OF OWNERSHIP INTERESTS.....		40
13.1	Transfer of Majority Interest.....	40
13.2	Other Transfers	40
13.3	Continuing Enforceability.....	40
ARTICLE XIV. ASSIGNMENT AND SUBLETTING		41
14.1	Assignment by Tenant	41
14.2	Assignment by City.....	41
14.3	No Sublease	41
ARTICLE XV. NAMING AND ADVERTISING RIGHTS; BROADCASTING RIGHTS; PREMIUM SEATING; CONCESSIONS AND MERCHANDISE		41
15.1	Contracting Generally	41
15.2	Naming Rights	41
15.3	Tenant Sponsorships and Advertising.....	42
15.4	Broadcasting Rights	42
15.5	Premium Seating, Concessions and Merchandise.....	42
15.6	Concessions Requirements	42

ARTICLE XVI. COVENANTS, REPRESENTATIONS AND WARRANTIES OF TENANT AND CITY	43
16.1 Tenant Covenants	43
16.2 Tenant’s Representations and Warranties	44
16.3 City Covenants	45
16.4 City’s Representations and Warranties	46
16.5 Governmental Rule	46
ARTICLE XVII. QUIET ENJOYMENT	47
ARTICLE XVIII. GENERAL PROVISIONS	47
18.1 Leasehold Mortgages Prohibited	47
18.2 No Broker’s Fees or Commissions	47
18.3 Council Approval	47
18.4 Recording of Notice of Lease	47
18.5 Compliance with Applicable Laws and Permitted Exceptions	48
18.6 No City Obligations	48
18.7 Tenant’s Obligations for Payment of Rent; No Termination	48
18.8 Access to Ballpark and Ballpark Surface Parking by City	48
ARTICLE XIX. SURRENDER OF POSSESSION; HOLDING OVER	49
19.1 Surrender of Possession	49
19.2 Removal of Tenant’s Personal Property	49
19.3 Holding Over	49
ARTICLE XX. FORCE MAJEURE EVENT AND EFFECT OF DELAYS	50
20.1 Excusable Tenant Delay	50
20.2 Excusable City Delay	50
20.3 Continued Performance; Exceptions	51
ARTICLE XXI. ENVIRONMENTAL PROVISIONS	51
21.1 Remedial Work and Hazardous Materials	51
21.2 Tenant Release	52
21.3 City Release	53
ARTICLE XXII. NOTICES	53
ARTICLE XXIII. MISCELLANEOUS	54
23.1 Partial Invalidity	54
23.2 Obligations of City and Tenant	54
23.3 Time of the Essence	55
23.4 Successors and Assigns	55
23.5 Entire Agreement	55
23.6 Table of Contents; Headings; Exhibits	55
23.7 Anti-Discrimination	55
23.8 Non-Appropriation	55
23.9 Attorney’s Fees	55
23.10 Nondisturbance	56
23.11 Confidentiality and FOIA	56
23.12 Review by NAPBL, EL and/or MLB	56
23.13 Counterparts	58
23.14 Governing Law	58

23.15	Limitation to Capacity as City	58
23.16	Capacity of Persons Acting on Behalf of City	58
23.17	No Limitation on City’s Governmental Functions.....	58
23.18	Non-Liability of City’s Officials and Tenant’s Employees	59
23.19	Payment on Business Days	59
23.20	Joint and Several Liability	59
23.21	Relationship of the Parties; No Partnership	59
23.22	Non-Merger of Estates	59
23.23	Covenants Running with the Estates in Land	60
23.24	Audits.....	60
23.25	Survival of Existing Claims	60

Exhibits

<u>Exhibit A</u>	Legal Description of Real Property
<u>Exhibit B</u>	Schedule of Repair/Maintenance/Replacement Responsibility
<u>Exhibit C</u>	Depiction of Offsite Parking
<u>Exhibit D</u>	Depiction of Ballpark Dedicated Parking
<u>Exhibit E</u>	Form of Notice of Lease
<u>Appendix A</u>	Rules as to Usage

BALLPARK LEASE AGREEMENT

This BALLPARK LEASE AGREEMENT, (this “**Agreement**”) is made to be effective as of the tenth (10th) day after the adoption of an ordinance or resolution by the City Council (as hereinafter defined) authorizing and ratifying this Agreement, but not sooner than 15th day of July, 2014 (the “**Effective Date**”), by and between the City of Hartford, a Connecticut municipal corporation (the “**City**”), and Connecticut Double Play, LLC a Delaware limited liability company (“**Tenant**”).

RECITALS

WHEREAS, Tenant is the owner of a Class AA (sometimes referred to herein as “**Double A**”) Minor League Baseball (sometimes referred to as “**MiLB**”) franchise granted by The National Association of Professional Baseball Leagues, Inc. (the “**NAPBL**,” which does business under the trade name “Minor League Baseball” sometimes abbreviated as “MiLB”) and the corresponding interests in the Eastern League of Professional Baseball Clubs or any successor MiLB league (“**EL**”).

WHEREAS, City holds the title or other legal right to, has commenced negotiations to purchase, or has the power to acquire by eminent domain, the real property described on Exhibit A attached hereto and incorporated herein (the “**Real Property**”).

WHEREAS, the Tenant is willing to execute this Agreement conditioned upon an ordinance or resolution being adopted and approved by the City Council (as defined in Article I) on or before July 15, 2014, ratifying and approving the execution by the Mayor of City of this Agreement.

WHEREAS, City or a local governmental authority designated by City and Tenant have entered into (a) that certain Ballpark Development Agreement (the “**Development Agreement**”), whereby City, or such local governmental authority, has agreed to finance, own, design, develop and construct a new, first class, state-of-the-art, natural turf, open-air MiLB ballpark and related facilities (and together with the Real Property, the “**Ballpark**”), and (b) that certain Non-Relocation Agreement (the “**Non-Relocation Agreement**”) dated effective of even date herewith, whereby the parties thereto agreed to certain restrictions on relocation of the Team (as defined below).

WHEREAS, City has agreed to lease to Tenant, and Tenant has agreed to lease from City, the Ballpark and certain Ballpark parking as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS

Unless the context shall otherwise expressly require, capitalized terms used in this Agreement shall have the following meanings, and the rules as to usage set forth in Appendix A attached hereto and made a part hereof shall be applicable herein:

“Action or Proceeding” means any legal action, lawsuit, proceeding, arbitration, investigation by a Governmental Authority, hearing, audit, appeal, administrative proceeding or judicial proceeding.

“Affiliate” means, with respect to any specified Person, any other Person who, directly or indirectly, Controls, is under common Control with, or is Controlled by such specified Person.

“Agreement” has the meaning given to that term in the introductory paragraph of this Agreement.

“Applicable Laws” means any and all laws, ordinances, statutes, regulations, judicial decisions, orders, injunctions, writs, rulings, interpretations, rules, permits or certificates of any court, arbitrator or other Governmental Authority and applicable to the Person or Property in question (including any activities or operations occurring on, under, over, upon, at or from such Property in question). Applicable Laws shall include all City Ordinances, (ii) Environmental Laws and (iii) any applicable Federal wage requirements.

“Appropriation” means with respect to any payment obligation or other monetary obligation of City that may from time to time exist or arise under this Agreement during a fiscal year, the approval and setting aside by City of an adequate amount of funds to satisfy the payment obligation or other monetary obligation of City.

“Approval” **“Approve”** or **“Approved”** means (a) with respect to any item or matter for which the approval of City or City Representative, as the case may be, is required under the terms of this Agreement, the specific approval of such item or matter by City pursuant to a written instrument executed by City or City Representative, as applicable, delivered to Tenant, and shall not include any implied or imputed approval, and no approval by City or City Representative pursuant to this Agreement shall be deemed to constitute or include any approval required in connection with any Governmental Functions of City, unless such written approval shall so specifically state; (b) with respect to any item or matter for which the approval of Tenant is required under the terms of the Agreement, the specific approval of such item or matter by Tenant or Tenant Representative, as the case may be, pursuant to a written instrument executed by a duly authorized officer of Tenant or Tenant Representative, as permitted pursuant to the terms of this Agreement, and delivered to City, and shall not include any implied or imputed approval; and (c) with respect to any item or matter for which the approval of any other Person is required under the terms of this Agreement, the specific approval of such item or matter by such Person pursuant to a written instrument executed by a duly authorized representative of such Person and delivered to City or Tenant, as applicable, and shall not include any implied or imputed approval.

“Approved Capital Improvement” means (i) any Capital Improvement that has been identified within the Capital Improvements Plan or any amendment, modification or update thereof or (ii) any City Maintenance Item Approved by Tenant Representative and City Representative pursuant to Section 7.3 and, if such Capital Improvement requires an Appropriation, the Approval of the City Council.

“Ballpark” has the meaning given to that term in the Recitals.

“Ballpark Budget” has the meaning given to that term in the Development Agreement.

“Ballpark Dedicated Parking” has the meaning given to that term in Section 5.2 hereof.

“Ballpark Events” has the meaning given to that term in Section 4.1 hereof.

“Ballpark Parking Hours” means the period beginning one (1) hour before the start of an Event and concluding one (1) hour after such Event.

“Ballpark Standard” means the continuous operation, maintenance and repair of the Ballpark and Ballpark Dedicated Parking on a full-service basis in a manner consistent with the standards of operations, maintenance and operating and maintenance plans that a Qualified Operator, in accordance with MiLB and EL requirements, would reasonably be expected to undertake and follow for the operation, maintenance and repair of a Comparable Property.

“Baseball Season” means each annual baseball season during the Term running from approximately March 1 through September 30 of the applicable calendar year and includes, and may be modified from time to time by Tenant to include, all pre-season games, regular season games and playoff games.

“Business Day” means a day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which commercial banks are not required to close in Hartford, Connecticut.

“Capital Improvements” means any work (including all design, architectural, engineering and construction work, together with all labor, supplies, materials, equipment and costs of permits and approvals of Governmental Authorities) that is customarily capitalized under GAAP and is reasonably necessary to repair, restore, refurbish, replace or improve (in each case, in a manner that extends the useful life thereof and is performed to ensure that the Ballpark remains a safe, attractive and first class facility comparable to the Comparable Properties, ordinary wear and tear excepted) any facility, structure, City Personal Property or other component of the Ballpark or the Ballpark Dedicated Parking, if such work is necessitated by:

- (a) any material defects in design, construction or installation of the Ballpark and/or the Ballpark Dedicated Parking;
- (b) Physical Obsolescence;

(c) requirements imposed by Major League Baseball, NAPBL and/or the EL as applicable to the Ballpark;

(d) requirements imposed by Applicable Laws;

(e) requirements or recommendations of any insurance carrier insuring any portion of the Ballpark or the Ballpark Dedicated Parking;

(f) requirements of any manufacturer, supplier or installer of any component, system or equipment at the Ballpark or the Ballpark Dedicated Parking stipulated in the operating manuals therefor;

(g) the then-current Capital Improvements Plan; or

(h) any other Capital Improvements mutually agreed upon by City and Tenant.

The term Capital Improvements shall not include any Routine Maintenance.

“Capital Improvements Plan” has the meaning given to that term in Section 7.3 hereof and shall address, among other things, any applicable Economic and Technological Obsolescence issues.

“Capital Improvements Reserve Fund” has the meaning given to that term in Section 7.2 hereof.

“Casualty” means, with respect to the Ballpark or the Ballpark Dedicated Parking, physical damage, physical destruction or other property casualty resulting from any fire or any other Force Majeure Event or other sudden, unexpected or unusual cause.

“City” has the meaning given to that term in the introductory paragraph of this Agreement.

“City Council” means the Court of Common Council of City of Hartford, Connecticut.

“City Default” has the meaning given to that term in Section 10.3 hereof.

“City Maintenance Items” means those items of Routine Maintenance set forth on Exhibit B attached hereto under the column entitled “City”.

“City Ordinances” means all ordinances and regulations of the City, including, without limitation, all ordinances concerning land use, development projects on City-owned land, leasing of property by the City to private businesses, training and employment of residents of the City, affirmative action, no-strike and labor peace agreements, payment of a living wage and other matters relating to City procurement and contracting procedures and any building codes, fire or life safety codes, development codes, zoning regulations and subdivision regulations, as same may be amended from time to time.

“City’s Personal Property” means any and all movable equipment, furniture, fixtures and other tangible personal property that are owned by City as of the Commencement Date or otherwise purchased as part of the development costs of the Ballpark or Capital Improvements and located on or within the Ballpark or the Ballpark Dedicated Parking (and that do not constitute fixtures) and can be removed from the Ballpark without damage thereto. The term “City’s Personal Property” includes any replacements of City’s Personal Property by City or otherwise.

“City Representative” has the meaning given to that term in Section 2.1 hereof.

“City Sponsored Events” has the meaning given to that term in Section 4.3 hereof.

“City Suite” has the meaning given to that term in Section 3.7 hereof.

“City Suite License Agreement” has the meaning given to that term in Section 3.7 hereof.

“Commencement Date” means the date of the latest to occur: (i) City’s issuance of a certificate of occupancy with respect to the Ballpark and the Ballpark Dedicated Parking, and (ii) possession of the Leasehold Estate has been tendered to Tenant by City, but in no event later than March 11, 2016.

“Comparable Properties” means the following first-class, Double-A caliber, multi-purpose, urban baseball Ballparks (as mutually agreed upon by the Representatives) that (i) have been opened within five (5) years of the Commencement Date, (ii) are generally comparable in size, design and quality of construction to the Ballpark and (iii) are located in the United States: Regions Field, Birmingham, Alabama and ONEOK Field, Tulsa, Oklahoma. Additional exemplars may be added if mutually agreed by City and Tenant in writing.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

“Concessions” means any and all food and beverage items sold anywhere at the Ballpark, including without limitation, (i) by Tenant, (ii) in accordance with any Concessions Agreement or (iii) by any third party (without regard to whether such party has entered into a Concessions Agreement).

“Concessions Agreement” means any agreement for the management and operation of Concessions that may be entered into by Tenant from time to time during the term of this Agreement.

“Confidential Information” has the meaning given to that term in Section 23.11 hereof.

“Default Rate” means the “prime rate” as published in the “Money Rates” section of *The Wall Street Journal*, plus one (1) percentage point; however, if such rate is, at any time during the Term, no longer so published, the “Default Rate” shall mean the average of the prime interest rates that are announced, from time to time, by the three (3) largest banks (by assets) headquartered in the United States that publish a “prime rate,” plus one (1) percentage point. In no event shall the Default Rate be in excess of the maximum interest rate allowed by applicable law.

“Development Agreement” has the meaning given to that term in the Recitals.

“Development Rights” has the meaning given to that term in Section 4.8 hereof.

“Economic and Technological Obsolescence” means any City Personal Property or other facility, component, structure or surface of the Ballpark that is not then currently state-of-the-art, and includes without limitation any such property, improvements and/or structures that have become outdated due to technological advances, whether or not the same is Physically Obsolete.

“Effective Date” has the meaning given to that term in the introductory paragraph of this Agreement.

“EL” has the meaning given to that term in the Recitals.

“Emergency Condition” has the meaning given to that term in Section 7.5 hereof.

“Encumbrances” means any defects in, easements, covenants, conditions or restrictions affecting, or Liens or other encumbrances on, the title to the Ballpark or the Ballpark Dedicated Parking, whether evidenced by written instrument or otherwise evidenced.

“Environmental Claim” means any Action or Proceeding regarding the Real Property, the Ballpark or the Ballpark Dedicated Parking (i) arising under an Environmental Law or (ii) related to or arising out of an actual or alleged Environmental Event.

“Environmental Event” means the occurrence of any of the following: (i) any noncompliance with an Environmental Law; (ii) an environmental condition requiring responsive action, including an environmental condition at the Ballpark caused by a third party; (iii) any event on, at or from the Real Property, the Ballpark or the Ballpark Dedicated Parking, or related to the operation thereof of such a nature as to require reporting to applicable Governmental Authorities under any Environmental Law; (iv) an emergency environmental condition; (v) the existence or discovery of any escape, seepage, leakage, spillage, emission, discharge or disposal of or other release or any kind of Hazardous Materials on, at or from the Ballpark which may cause a threat or actual injury to human health, the environment, plant or animal life; or (vi) any Environmental Claim, or the filing or imposition of any environmental lien against the Real Property, the Ballpark or the Ballpark Dedicated Parking, because of, resulting from, in connection with, or arising out of any of the matters referred to in clauses (i) through (v) preceding.

“Environmental Law(s)” means any applicable Federal, state or local statute, law (including common law tort law, common law nuisance law and common law in general), rule, regulation, ordinance, code, permit, concession, grant, franchise, license, policy or rule of common law now in effect or adopted in the future, and in each case as may be amended or replaced, and any judicial or administrative interpretation thereof (including any judicial or administrative order, consent decree or judgment) relating to (i) the environment, health, safety or Hazardous Materials, (ii) the storage, handling, emission, discharge, release and use of chemicals and other Hazardous Materials, (iii) the generation, processing, treatment, storage, transport, disposal, investigation, remediation or other management of waste materials of any kind, and (iv) the protection of environmentally sensitive areas, including any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or above ground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§136 et. seq.; and the Emergency Preparedness and Response Community Right-to-Know Act, 42 U.S.C. § 11001the Endangered Species Act, as amended, 16 U.S.C. §§1531 et seq.; and Title 22 of the Connecticut General Statutes.

“Event” means any Ballpark Event or City Sponsored Event.

“Excusable City Delay” means any City delay that is caused by or attributable to (but only to the extent of) a Force Majeure Event. No City delay arising from the failure to make funds available for any purpose shall ever be an Excusable City Delay unless such failure, inability or refusal itself arises directly from, and is based upon, another event or circumstance which is an Excusable City Delay.

“Excusable Tenant Delay” means any Tenant delay that is caused by or attributable to (but only to the extent of) a Force Majeure Event. No Tenant delay arising from the failure to make funds available for any purpose shall ever be an Excusable Tenant Delay unless such failure, inability or refusal itself arises directly from, and is based upon, another event or circumstance which is an Excusable Tenant Delay.

“Financing” means the issuance, by City, or a local government corporation formed by City, of one or more series of bonds or other debt obligations, the net proceeds of which are used to pay for the costs of design, construction and development of the Ballpark and/or Ballpark Dedicated Parking.

“Fixed Rental” means \$500,000 per year for each calendar year of the first fifteen (15) years of the Initial Term and \$600,000 per year for each calendar year for the remaining ten (10) years of the Initial Term.

“FOIA” has the meaning given to that term in Section 23.11 hereof.

“Force Majeure Event” means any act that (a) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (b) is beyond the reasonable control of the affected Party, and (c) is not due to the affected Party’s fault or negligence. Subject to the satisfaction of the conditions set forth in (a) through (c) above, a Force Majeure Event shall include: (i) natural phenomena, such as storms, floods, lightning and earthquakes; (ii) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (iii) transportation disasters, whether by ocean, rail, land or air; (iv) strikes, lockouts or other labor disputes, including a strike or lockout by MiLB players or umpires; (v) fires; (vi) actions or omissions of a Governmental Authority (including the actions of City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law; (vii) title disputes; and (viii) third party litigation; *provided, however*, that under no circumstances shall a Force Majeure Event include economic hardship.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States as set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board.

“Governmental Authority” means any Federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), including a local government corporation.

“Governmental Authorizations” means all approvals, consents, decisions, authorizations, certificates, confirmations, exemptions, applications, notifications, concessions, acknowledgments, agreements, licenses, permits, import permits, employee visas, environmental permits, decisions, right of ways, and similar items from any Governmental Authority, including a liquor license from the Liquor Control Division of the State of Connecticut Department of Consumer Protection.

“Governmental Function” means any regulatory, legislative, permitting, zoning, enforcement (including police power), licensing or other functions which City is authorized or required to perform in its capacity as a Governmental Authority in accordance with Applicable Laws. The entering into this Agreement and the performance by City of its contractual obligations to the Tenant under this Agreement shall not be considered a “Governmental Function.”

“Hazardous Materials” means (a) any petroleum or petroleum products, metals, gases, chemical compounds, radioactive materials, asbestos, urea formaldehyde foam insulation,

transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls, lead paint, putrescible and infectious materials, and radon gas; (b) any chemicals or substances defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous wastes”, “toxic substances”, “toxic pollutants”, “contaminants” or “pollutants”, or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law or Governmental Authority or which is regulated because of its adverse effect or potential adverse effect on health and the environment, including soil and construction debris that may contain any of the materials described in this definition.

“Improvements Arbitrator” has the meaning given to that term in Section 7.6 hereof.

“Initial Term” has the meaning given to that term in Section 3.4 hereof.

“Insolvency Event” means, with respect to any Person, (a) such Person’s or any of its subsidiaries’ (i) failure to generally pay its debts as such debts become due, (ii) admitting in writing its inability to pay its debts generally or (iii) making a general assignment for the benefit of creditors; (b) any proceeding being instituted by or against such Person or any of its subsidiaries (i) seeking to adjudicate it a bankrupt or insolvent, (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or (iii) seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against such Person or any such subsidiary, any such proceeding shall remain undismissed for a period of ninety (90) days or any of the actions sought in such proceeding shall occur; or (c) such Person’s or any of its subsidiaries’ taking any corporate action to authorize any of the actions set forth above in this definition.

“Lease Expiration Date” means the date of termination of this Agreement at the conclusion of the Term or sooner pursuant to any applicable provision hereof.

“Leasehold Estate” has the meaning given to that term in Section 3.1 hereof.

“Leasehold Mortgage” means any mortgage, deed of trust or other instrument in the nature thereof which encumbers any of Tenant’s rights, titles and interests in and to use of the Ballpark or the Ballpark Dedicated Parking (but not City’s real property interest in the Ballpark or the Ballpark Dedicated Parking), including, without limiting the generality of the foregoing, its right to use and occupy the Ballpark or the Ballpark Dedicated Parking and all of its rights, titles and interests, if any, in and to any and all improvements to the Ballpark or Ballpark Dedicated Parking.

“Legal Holiday” means any day, other than a Saturday or Sunday, on which City’s administrative offices are closed for business.

“**Lien**” means any mortgage, charge, pledge, lien, privilege, security interest, hypothecation or other encumbrance upon or with respect to any property or assets or any kind, whether real or personal, tangible or intangible, now owned or hereafter acquired.

“**Management Agreement**” has the meaning given to that term in Section 4.6 hereof.

“**Merchandise**” means any goods (other than food or beverage) sold anywhere at the Ballpark, including without limitation, (i) by Tenant, (ii) in accordance with any Merchandise Agreement or (iii) by any third party (without regard to whether such party has entered into a Merchandise Agreement).

“**Merchandise Agreement**” means any agreement for the management and operation of Merchandise that may be entered into by Tenant from time to time during the term of this Agreement.

“**MiLB**” means Minor League Baseball™.

“**NAPBL**” has the meaning given to that term in the Recitals.

“**Non-Relocation Agreement**” has the meaning given to that term in the Recitals.

“**Offsite Parking**” means and includes the public and privately operated surface and garage parking depicted on Exhibit D attached hereto.

“**Operator**” has the meaning given to that term in Section 4.6 hereof.

“**Ownership Group**” means and includes the following Persons: Josh Solomon, Jim Solomon and Jennifer Goorno.

“**Party**” or “**Parties**” means a party or the parties, respectively, to this Agreement.

“**Permitted Exceptions**” means (i) those certain Encumbrances upon and/or exceptions to the title to the Ballpark or the Ballpark Dedicated Parking that are referenced and/or described on Exhibit A attached hereto and (ii) the Reservations and all rights to use the Ballpark and the Ballpark Dedicated Parking pursuant thereto.

“**Person**” means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other form of entity.

“**Physically Obsolete**” or “**Physical Obsolescence**” means any City Personal Property or other facility, component, structure or surface of the Ballpark or the Ballpark Dedicated Parking that does not comply with Applicable Laws or has become dysfunctional due to defects in design, materials or workmanship or ordinary wear and tear other than as a result of Tenant’s failure to perform its maintenance obligations under this Agreement. For purposes of determining Physical

Obsolescence or Physically Obsolete, any City Personal Property or other facility, component, structure or surface of the Ballpark or the Ballpark Dedicated Parking shall be deemed dysfunctional if such has deteriorated to a degree that cannot be remedied through Routine Maintenance (including replacement necessitated by repeated breakdown of a component despite efforts to repair or restore it short of replacement).

“Prohibited Messages” has the meaning given to that term in Section 15.2 hereof.

“Prohibited Use” has the meaning given to that term in Section 4.5 hereof.

“Proposed Capital Improvements Contract” has the meaning given to that term in Section 7.4 hereof.

“Qualified Operator” means a nationally recognized multi-purpose project operator (or, if its parent company has and continues to unconditionally guarantee the full payment and performance of all of such multi-purpose project operator’s obligations under or in connection with the Management Agreement, such parent company meets) that (a) as of the effective date of the Management Agreement then in effect, operates, on a full-service basis, either directly or through its subsidiaries at least three (3) facilities that are comparable (or superior) to the Comparable Properties, the Ballpark, Major League Baseball parks or other facilities acceptable to City; and (b) an Insolvency Event with respect to such multi-purpose project operator or, in the case of the foregoing guaranty, its parent company does not exist. Additionally, an Affiliate of any entity meeting the foregoing criteria that it is going to be an Operator shall be a Qualified Operator, provided that the applicable entity meeting the foregoing criteria becomes or remains liable for the obligations of the “Operator” under any Management Agreement.

“Real Property” has the meaning given to that term in the Recitals. In addition to the description of real property attached hereto as Exhibit A, the term “Real Property” shall also include any additional real property interests acquired by City and on, over or under which, or pursuant to, the Ballpark is constructed.

“Related Party” or **“Related Parties”** means with respect to any Person, such Person’s partners, directors, officers, shareholders, members, agents, employees, consultants, counsel, contractors, subcontractors (of any tier), tenants, subtenants (of any tier), licensees, sublicensees (of any tier), lenders, successors, assigns, legal representatives, elected and appointed officials, and Affiliates.

“Renewal Option” has the meaning given to that term in Section 3.5 hereof.

“Renewal Option Period” has the meaning given to that term in Section 3.5 hereof.

“Rent” means all Fixed Rental.

“Representative” means each of City Representative and Tenant Representative or both collectively if used in the plural.

“Reservations” has the meaning given to that term in Section 3.3 hereof.

“Routine Maintenance” means all work (including all labor, supplies, materials and equipment) that is of a routine nature and is reasonably necessary for the cleaning and routine care of and preventative maintenance and repair for any property, structures, surfaces, facilities, fixtures, equipment, furnishings, improvements and components that form any part of the Ballpark or the Ballpark Dedicated Parking in a manner reasonably consistent with the standards at other Comparable Facilities; provided however, Routine Maintenance shall not include Capital Improvements. Routine Maintenance shall include the following, together with such other Routine Maintenance described in Section 6.1 hereof and those repair and maintenance items identified on Exhibit B attached hereto: (i) preventative or routine maintenance that is stipulated in the operating manuals for the Ballpark; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting and sound systems; (iii) ongoing trash removal; (iv) routine maintenance procedures for heating, ventilation and air-conditioning, plumbing, electrical, roof and structural systems and vertical lift systems (e.g., escalators and elevators); (v) painting or application of protective materials; (vi) cleaning prior to, during and following, and necessary as a direct result of, all Events (other than any work required to be performed by City for any City Sponsored Events) at the Ballpark; and (vii) routine changing of light bulbs, ballasts, fuses and circuit breakers as they fail in normal use.

“Tax Proceeding” means any audit, examination, investigation, action, suit, claim, assessment, appeal, request for adjustment, or other administrative or judicial proceeding relating to the payment of any taxes described in this Agreement.

“Team” means all rights, title and interest, including franchise rights, in the Double A Minor League Professional Baseball franchise granted by the NAPBL and the corresponding interests in the EL and known as of the Effective Date as the “New Britain Rock Cats” baseball club.

“Team Ballpark Event” means any Ballpark Event directly involving the Team, including home games of the Team.

“Tenant” has the meaning given to that term in the introductory paragraph of this Agreement.

“Tenant Default” has the meaning given to that term in Section 10.1 hereof.

“Tenant’s Personal Property” means any and all movable equipment, furniture, fixtures and other tangible personal property that are owned by Tenant or its subtenants and located on or within the Ballpark or the Ballpark Dedicated Parking (including trade fixtures, but not other fixtures) and can be removed from the Ballpark without material damage thereto. The term “Tenant’s Personal Property” does not include any of City’s Personal Property or any replacements of City’s Personal Property.

“Tenant Representative” has the meaning given to that term in Section 2.2 hereof.

“**Term**” means the Initial Term and any and all Renewal Option Periods exercised by Tenant as provided in Section 3.5.

“**Transfer of Majority Interest**” means, with respect to Tenant or its parent company, any direct or indirect transfer, sale or other transaction (or related transactions) that results in any Person (other than a current Control Person of Tenant or its parent company, as applicable) becoming the beneficial owner, directly or indirectly, of fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of managers, directors or other comparable Controlling body of Tenant or its parent company, as applicable.

“**Use Agreement**” means a use, sublease, license, concession, occupancy or other agreement for the use or occupancy of any designated space or designated facilities within the Ballpark for any Permitted Use, but shall not include any of the foregoing for all or substantially all of the Ballpark or for a period greater than the then remaining Term.

ARTICLE II.

CITY AND TENANT REPRESENTATIVES; APPROVALS

2.1 City Representative. City hereby designates the Mayor of City or his/her designee to be the representative of City (the “**City Representative**”), and City shall have the right, from time to time, to change the Person who is City Representative by giving at least ten (10) days prior written notice to Tenant thereof. The only functions under this Agreement of City Representative shall be as expressly specified in this Agreement. Any one of the Persons from time to time serving as City Representative, acting alone and without the joinder of the other persons then serving as City Representative, shall have the power to bind City in those instances in which this Agreement specifically provides for the approval, decision, confirmation or determination of City Representative and in no other instances; *provided, however*, that notwithstanding anything in this Agreement to the contrary, City Representative shall not have any right to modify, amend or terminate this Agreement.

2.2 Tenant Representative. Tenant hereby designates Joshua Solomon to be the representative of Tenant (the “**Tenant Representative**”), who shall be authorized to act on behalf of Tenant under this Agreement. Tenant shall have the right, from time to time, to change the Person who is Tenant Representative by giving at least ten (10) days prior written notice to City thereof. Any written approval, decision, confirmation or determination hereunder by Tenant Representative shall be binding on Tenant; *provided, however*, that notwithstanding anything in this Agreement to the contrary, Tenant Representative shall not have any right to modify, amend or terminate this Agreement.

2.3 Review and Approvals or Consent Rights. The provisions of this Section 2.3(a) shall be applicable with respect to all instances in which it is provided under this Agreement that City, City Representative, Tenant or the Tenant Representative exercises Review and Approval or Consent Rights (as defined below); *provided, however*, that if the provisions of this Section 2.3(a) specifying time periods for exercise of Review and Approval or Consent Rights shall conflict with other express provisions of this Agreement providing for time periods for exercise of designated Review and Approval or Consent Rights, then the provisions of such other provisions

of this Agreement shall control. As used herein, the term “**Review and Approval or Consent Rights**” shall include, without limiting the generality of that term, all instances in which one Party (the “**Submitting Party**”) is permitted or required to submit to the other Party or to the representative of that other Party any document, notice or determination of the Submitting Party and with respect to which the other Party or its representative (the “**Reviewing Party**”) has a right or duty hereunder to review, comment, confirm, Approve, disapprove, dispute or challenge the submission or determination of the Submitting Party.

(a) **Standard for Review.** Unless this Agreement specifically provides that a Party’s Review and Approval or Consent Rights may be exercised in the sole discretion of the Reviewing Party, then in connection with exercising its Review and Approval or Consent Rights under any provision of this Agreement, and whether or not specifically provided in any such provision, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a fair and commercially reasonable manner in its capacity as Reviewing Party with regard to each and all of its Review and Approval or Consent Rights and to not unreasonably withhold, condition or delay its Approval of, consent to or confirmation of any submission or determination. The Reviewing Party shall review the matter submitted in writing and shall give notice within five (5) Business Days to the Submitting Party of the Reviewing Party’s comments including Approval, confirmation, disapproval or failure to confirm, as applicable. Any failure to respond within such five (5) Business Day period shall be deemed to be an approval or confirmation of the matter submitted.

(b) **Resubmissions.** If the Reviewing Party disapproves or fails to confirm a matter to which this **Section 2.3** applies, the Submitting Party shall have the right, within five (5) Business Days after the date the Submitting Party receives notice of such disapproval or failure to confirm, to re-submit the disapproved or not confirmed matter to the Reviewing Party, altered to satisfy the Reviewing Party’s basis for disapproval or failure to confirm. Any resubmission made pursuant to this **Section 2.3** shall be subject to Review and Approval or Consent by the Reviewing Party in accordance with the procedures described in this **Section 2.3**, until such matter is Approved by the Reviewing Party.

2.4 Governmental Rule. The Approval by City or City Representative of any matter submitted to City or City Representative pursuant to this Agreement, which matter is specifically provided herein to be Approved by City or City Representative shall not constitute a replacement or substitute for, or otherwise excuse Tenant from, such permitting, licensing or approval processes under Applicable Laws; and, conversely, no permit or license so obtained shall constitute a replacement or substitute for, or otherwise excuse Tenant from, any requirement hereunder for the Approval of City or City Representative.

ARTICLE III.

LEASEHOLD ESTATE TERM; RENEWALS; RENT; FEES; CITY SUITE

3.1 Grant of Leasehold Estate. In consideration of and pursuant to the covenants, agreements and conditions set forth herein, City does hereby lease, let, demise and rent unto Tenant, and Tenant does hereby rent and lease from City, on and subject to the terms, conditions and provisions of this Agreement, the Ballpark, the Ballpark Dedicated Parking, City Personal

Property, together with all other rights, titles and interests granted to Tenant under this Agreement (collectively, the “**Leasehold Estate**”) for the Term set forth herein. Notwithstanding the foregoing, in the event the City Council shall not have adopted an ordinance or resolution ratifying and approving the execution of this Agreement on or before July 15, 2014, this Agreement shall be of no further force and effect and neither the Tenant nor the City shall have any further obligation to the other.

3.2 Delivery of Possession. On the Commencement Date, City will deliver to Tenant possession and occupancy of the Leasehold Estate subject only to (i) the Permitted Exceptions, (ii) the rights and reservations of City under this Agreement including the Reservations and (iii) all Applicable Laws. Subject to Tenant’s rights to access the Ballpark pursuant to the Development Agreement, Tenant shall not have the right to use or occupy any part of the Real Property, the Ballpark, the Ballpark Dedicated Parking or City Personal Property prior to the Commencement Date.

3.3 Reservations. Notwithstanding anything in this Agreement to the contrary, City hereby reserves (and the Leasehold Estate shall not include) the following with respect to the Ballpark and the Ballpark Dedicated Parking (the “**Reservations**”):

(a) the right of City to install on, under, over or below the Ballpark and the Ballpark Dedicated Parking any and all utilities and appurtenances related thereto that it deems necessary; provided, however, that (1) the location and construction of same shall not materially interfere with the operation, or materially change the aesthetics, of the Ballpark by Tenant or the use of the Ballpark Dedicated Parking by Tenant, each pursuant to the terms of this Agreement and (2) Tenant shall have no obligation to maintain same after construction by City; and

(b) for the benefit of City, the exclusive right to any natural resources in on and under the Ballpark or the Ballpark Dedicated Parking, including all oil, coal, natural gas and other hydrocarbons, minerals, aggregates and geothermal resources as well as a right to grant leases or to conduct and undertake surface or subsurface extraction of same; provided, however, that no extraction of such natural resources shall (1) be inconsistent or incompatible with the rights or privileges of Tenant under this Agreement, (2) be permitted on the playing surface of the Ballpark or (3) adversely affect the use or surface of, or undermine the support of, the Ballpark or the Ballpark Dedicated Parking.

3.4 Initial Term. Subject to the terms and conditions hereof, City hereby leases the Ballpark to Tenant for a period commencing on the Commencement Date and ending on September 30 (or such later date as is reasonably necessary to accommodate any Team Ballpark Events (e.g., playoff games)) of that year in which the twenty-fifth (25th) full Baseball Season after the Commencement Date has occurred, unless this Agreement is sooner terminated pursuant to any applicable provision hereof, (the “**Initial Term**”), unless sooner terminated by law or pursuant to the terms and conditions of this Agreement.

3.5 Renewal Option Periods.

(a) Tenant shall have the option to extend the Initial Term of this Agreement for three (3) consecutive additional periods of five (5) years each (each such option is referred to herein as a “**Renewal Option**” and each such period as a “**Renewal Option Period**”). Each Renewal Option Period shall commence the day immediately following the expiration of the Initial Term or previous Renewal Option Period, as applicable.

(b) Tenant’s ability to exercise each Renewal Option shall be subject to Tenant delivering to City a written request to discuss the terms and conditions of the Agreement for the upcoming Renewal Option Period on or before twenty four (24) months prior to the expiration of the Initial Term or eighteen (18) months prior to the expiration of any subsequent Renewal Option Period. If Tenant exercises any Renewal Option, all of the terms of this Agreement, other than any contractual provision governing a financial obligation between the City and Tenant, including Rent, and other Ballpark revenues, shall apply during the Renewal Option Period. During (i) the twelve (12) month period after an exercise of a Renewal Option with respect to the Initial Term or (ii) the six (6) month period after an exercise of a Renewal Option with respect to a subsequent Renewal Option Period, the Representatives shall enter into exclusive, good faith negotiations on behalf of their respective parties to determine the new financial contractual terms for the applicable Renewal Option Period. In negotiating the renewal terms governing the financial obligations between the Parties, the Parties shall consider relative market size of City and Team relative to other MiLB teams, market demographics, age of the Ballpark and related improvements, the amount of the then-current Rent, Ballpark attendance and the financial performance of Team and Ballpark operations. In the event Tenant does not timely provide notice of its request to exercise a Renewal Option, or in the event that Tenant provides such notice, but the Parties fail to agree upon the terms of a renewal on or before one year before the Lease Expiration Date, then City shall be free to negotiate with, make offers to, entertain offers from, have discussions and communications with and enter into any lease, sublease, license, or similar occupancy agreement with any Person regarding the Ballpark and the Ballpark Dedicated Parking on terms acceptable to City. Should there be an ongoing Tenant Default, then Tenant shall not be entitled to exercise its Renewal Option.

3.6 Fixed Rental.

(a) In consideration of the use and occupancy of the Ballpark by Tenant, and the costs incurred or to be incurred by City to construct the Ballpark, beginning on the Commencement Date, Tenant hereby agrees to pay to City the Fixed Rental in two equal, semi-annual installment payments which aggregate the total amount of Fixed Rental to be paid for the applicable year. Such payments are to be made on May 1 and September 1 of each year of the Term. If this Agreement terminates on a day other than the anniversary of the Commencement Date, the Fixed Rental for such partial year shall be proportionately reduced and the remaining Fixed Rental shall be payable, or the excess portion of Fixed Rental previously paid shall be refunded, as applicable, on such date of termination of this Agreement.

3.7 City Suite. Tenant shall enter into an agreement with City (a “**City Suite License Agreement**”) no later than five (5) Business Days after the Commencement Date under which Tenant grants City a license during the Term to use a suite in the Ballpark (the “**City Suite**”). The City Suite will be of a size and in a location reasonably acceptable to City Representative and

comparable to the size and location of other owner's suites at the Comparable Properties. The City Suite will be used by City and any Affiliate of City for promotional and economic development activities and for other public and civic purposes during events at the Ballpark, but shall not be subleased so as to compete with Tenant's suite licensing at the Ballpark. The City Suite License Agreement shall grant the same privileges to City, and be on the same terms and conditions, as Tenant or the Operator grants to the majority of third-Persons for other similarly located suites in the Ballpark, except that, although City shall be obligated to pay for costs and expenses in connection with its use of the City Suite, including without limitation its share of food and beverage costs, service charges, telephone expenses, maintenance and repair costs and other charges imposed on the majority of suite users for services, costs and expenses, City shall not be obligated to pay (a) to acquire the City Suite, (b) any annual rent with respect thereto or (c) for tickets to any Ballpark Events, except if Team is required to pay a promoter for any such tickets. Tenant shall use commercially reasonable efforts to remove the City Suite from the manifest for all events at the Ballpark. City shall be entitled to the number of tickets to any event in the Ballpark equal to the sum of the number of fixed seats and bar seats in the City Suite. Parking passes will be provided to City at no charge for events at the Ballpark in the same proportion and on the same terms that other third Person suite holders in similarly located suites have parking rights.

3.8 Complimentary Tickets. During each year of the Term and twice during each Baseball Season (unless otherwise agreed by Tenant and City), Tenant shall accommodate a "City Employee Night" at a mutually agreeable regular season home game of the Team. Tenant shall provide City, at City's option, with up to two hundred fifty (250) tickets for each of such "City Employee Nights," without cost, to be distributed by City to its employees, their families and guests. In no event shall tickets so provided be sold or subjected to a charge or fee by City. Tenant shall use commercially reasonable efforts to provide tickets in contiguous sections and/or blocks of at least fifty (50) seats (but in all cases subject to then-current availability). Notwithstanding anything to the contrary contained in this Section 3.8, the location of the tickets described herein shall be at Tenant's reasonable discretion, and shall be subject to account inventory availability and demand.

ARTICLE IV. USE OF THE STADIUM; REVENUE

4.1 Ballpark Events. Except for City Sponsored Events, Tenant shall be entitled to the exclusive use of all or any portion of the Ballpark, the City Personal Property and the Ballpark Dedicated Parking for all (a) baseball games (including pre-season, regular season and playoff games), (b) practices, (c) concerts and other entertainment events, (d) meetings and banquets, (e) soccer, football, lacrosse, baseball (e.g., high school and college) and other sporting events, (f) community-oriented and charity events, (g) any other for profit events, (h) reasonable periods before and after the events described in subsections (a)-(g) hereof, for field protection, recovery and repair and event move-ins/move-outs, (i) Routine Maintenance and Capital Improvements, and (j) for any other lawful purpose that is not a Prohibited Use (collectively, the "**Ballpark Events**").

4.2 Scheduling.

(a) Notwithstanding anything to the contrary contained in this Agreement, Tenant shall have absolute priority for use of all or any portion of the Ballpark for any and all Ballpark Events, including without limitation all pre-season, regular season and playoff games of the Team. Subject to the foregoing, City and Tenant acknowledge that within the framework established by this Section 4.2 and Section 4.3 below, the scheduling of City Sponsored Events at the Ballpark will be a cooperative endeavor, and City and Tenant each agree to recognize and, in good faith, accommodate City with respect to the scheduling of up to five (5) City Sponsored Events per year during the Baseball Season and up to five (5) additional City Sponsored Events per year during the non-Baseball Season.

(b) Prior to each calendar year during the Term, Tenant, to the extent it is able to, shall provide City with a schedule of all the dates on which Tenant intends to use the Ballpark for Ballpark Events during such calendar year and a range of dates to be reserved for potential preseason and playoff games, which range shall be reasonable in light of the recent playoff schedules for the league in which the Team then plays. This is not intended to preclude Tenant from using the Ballpark for additional dates.

(c) It is understood by the Parties that the EL typically publishes the final baseball schedule for each calendar year during the month of December of the preceding calendar year. Tenant shall distribute to City the final schedule within five (5) Business Days after it is received by Tenant.

4.3 City Sponsored Events.

(a) Subject to availability based on Tenant's priority use of the Ballpark described in this Agreement City shall be entitled to use of the public areas of the Ballpark for up to five (5) City Sponsored Events per year during the Baseball Season and up to five (5) additional City Sponsored Events per year during the non-Baseball Season for (i) civic-oriented, community not-for-profit or educational events such as City ceremonies, conferences, conventions, meetings and training sessions, for the benefit of City and (ii) other events primarily sponsored or promoted by City which do not conflict or compete with Ballpark Events (the "**City Sponsored Events**"), which use may not be unreasonably withheld, conditioned or denied. The City shall not attempt to schedule and shall not be authorized to use the Ballpark for any Ballpark Events, as described in Section 4.1, without the prior written consent of Tenant, which may be withheld in its sole discretion. The City shall observe and honor all product and service exclusivity and other sponsorship, advertising and naming rights arrangements entered into by Tenant with respect to the Ballpark and the Team to the extent that such arrangements would be applicable to City Sponsored Events.

(b) Subject to the terms and conditions of Section 4.2 above and this Section 4.3, City shall notify Tenant in writing of City's intent to hold a City Sponsored Event at the Ballpark, which notice shall be given not less than thirty (30) days prior to the proposed City Sponsored Event and shall include a full and complete written description of that event. City shall not attempt to schedule a City Sponsored Event during any Baseball Season until the final

schedule for such Baseball Season is published. Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, if Tenant has previously scheduled an event at the Ballpark on the date of a City Sponsored Event requested by City, Tenant shall have no obligation to make the Ballpark available to City on such date. Tenant shall have no obligation to reschedule a Ballpark Event.

(c) During any City Sponsored Event, Tenant shall, in its sole discretion, have the option of selling Concessions and/or Merchandise, whether through the use of a Concessions Agreement, Merchandise Agreement or otherwise, and Tenant shall be entitled to receive and retain all revenue generated therefrom as described in Section 4.4 hereof; *provided, however*, that Tenant shall pay fifty percent (50%) of the Net Concessions Revenue for all such City Sponsored Events to the City. If Tenant does not make such an election and City wishes to provide for the sale and provision of Concessions and/or Merchandise at the Ballpark for City Sponsored Events, City must negotiate an agreement for the sale of Concessions and/or Merchandise, as applicable, at City Sponsored Events with the then-existing concessionaires, merchandisers and vendors under contract to provide and sell Concessions and Merchandise at the Ballpark pursuant to a Concessions Agreement or Merchandise Agreement, as applicable, and Tenant shall not be entitled to any revenue from any such agreement. In addition, the City shall have the right to enter into agreements with other concessionaires, merchandisers and vendors for City Sponsored Events to be held in the non-Baseball Season as long as such concessionaires, merchandisers and vendors provide their own equipment and do not use any Concessions equipment which is part of the City Personal Property or which is owned by the Tenant or its then-existing concessionaires, merchandisers and vendors. Tenant shall reasonably consider requests by City to permit additional or alternative Concessions and Merchandise arrangements for City Sponsored Events that are consistent with the theme or subject matter of any such City Sponsored Events.

(d) After each City Sponsored Event, City shall re-deliver the Ballpark to Tenant with any waste, damage, breakage, wear, theft, littering or other harm caused by the City, its contractors or invitees, or trespassers taking advantage of entrances to the Ballpark being relatively unsecured as a result of the City Sponsored Event having been repaired and in full compliance with the Ballpark Standard. Without limiting the foregoing, after each City Sponsored Event, City shall be responsible for the timely restoration of all portions of the field at the Ballpark to the official standards of the NAPBL, as may be amended from time to time. City and Tenant, shall from time to time as appropriate during the Term, cooperate and confer in good faith to develop and modify procedures and standards to be implemented by City for City Sponsored Events to ensure that all portions of the field at the Ballpark are adequately protected during the preparation for, and the holding of, City Sponsored Events so that the field meets, or can be timely restored to, the official standards of the NAPBL, as may be amended from time to time, after each City Sponsored Event.

(e) City shall be entitled to the “rent-free” use of the Ballpark for City Sponsored Events; *provided, however*, that for any City Sponsored Event, City shall be solely responsible for all actual costs and expenses associated with such event that are over and above the costs to maintain and operate the Ballpark had there been no such City Sponsored Event. City shall pay Tenant for the actual additional costs and expenses associated with such a City

Sponsored Event within thirty (30) days after receipt of a reasonably detailed invoice from Tenant, including reasonable back-up documentation as requested by City.

4.4 Revenue.

(a) Except as otherwise expressly provided by the terms of this Agreement, including Section 4.4(b) below, Tenant shall be entitled to receive and retain all revenues generated from the Team and/or at the Ballpark, including, without limitation, all revenues from Events, ticket sales, the Ballpark Dedicated Parking, Concessions, Merchandise, suite, loge box and club seat rentals, interior and exterior Ballpark advertising and signage, sponsorships, any and all naming rights and other advertising, sales of broadcast and telecast rights, internet rights, league expansion fees and team fundraising, and any other sources of revenue, in each case subject to applicable sales, use, admission, stamp or excise taxes, if any, imposed by the United States or the State of Connecticut, which shall be, as between the City and the Tenant, the sole responsibility of the Tenant to pay.

(b) City shall be entitled to receive and retain all revenues generated from ticket sales and, subject to Section 4.3(a), advertising and sponsorship for City Sponsored Events and City's share of Concessions and Merchandise described in Section 4.3(c), in each case subject to applicable sales, use, admission, stamp or excise taxes, if any, imposed by the United States or the State of Connecticut, which shall be, as between the City and the Tenant, the sole responsibility of the City to pay.

4.5 Prohibited Uses.

Tenant shall not use, or permit the use of, the Ballpark or the Ballpark Dedicated Parking for any other, different or additional purpose that is not a Ballpark Event or other use expressly permitted hereunder without first obtaining the Approval of City Representative. Tenant agrees that the Ballpark Events are subject to compliance with all Applicable Laws at any time applicable to the use, occupancy or operation of the Ballpark and the Ballpark Dedicated Parking and that nothing in this Agreement shall constitute or be deemed to constitute a waiver by City of the performance of its Governmental Functions or of any such Applicable Laws or of the duty of Tenant to comply with such Applicable Laws. Notwithstanding the use of the Ballpark for Ballpark Events, but as may be otherwise Approved or modified by City Representative from time to time, Tenant agrees that it shall not (collectively, the "**Prohibited Uses**"):

(a) Create, cause, maintain or permit any public or private nuisance in, on or about the Ballpark or the Ballpark Dedicated Parking;

(b) Use or allow the Ballpark or the Ballpark Dedicated Parking to be used for the sale or display of any pornographic material or material which is obscene under standards set forth in any Applicable Laws, or operate or allow any Person to operate in, on or about the Ballpark any store or other facility, a principal or significant portion of the business of which is an "adult establishment", as such term is defined in the Hartford Zoning Regulations, as same may be amended from time to time during the Term;

(c) Use or allow the Ballpark or the Ballpark Dedicated Parking to be used for any purpose that is violative of Applicable Laws;

(d) Use or allow the Ballpark or the Ballpark Dedicated Parking to be used for the sale of paraphernalia or other equipment or apparatus which is used primarily in connection with the taking or use of illegal drugs (or their equivalent);

(e) Use or permit the Ballpark or the Ballpark Dedicated Parking to be used for the public or private sale of guns and other weapons, ammunition, fireworks, or explosives; provided, however, the Team shall be permitted to use fireworks in accordance with all Applicable Laws provided, that the Team shall have first obtained all necessary Government Authorizations therefor (and the City shall not oppose the Team's application for any such Government Authorizations).

(f) Use any portion of the Ballpark or the Ballpark Dedicated Parking, other than portions designated for same inside the Ballpark building, for storage;

(g) Operate any speakers or amplified music near or on any exterior portions of the Ballpark or in the Ballpark Dedicated Parking other than during Ballpark Parking Hours, without the Approval of City Representative (but specifically excluding any pre-event sound checks for Ballpark Events and reasonable testing of the Ballpark sound facilities); or

(h) Use or permit the use of the Ballpark or the Ballpark Dedicated Parking as a casino (or other establishment in which gambling is permitted or games of chance are operated), a massage parlor or a tanning parlor.

The provisions of this Section 4.5 shall inure to the benefit of, and be enforceable by, City and its successors and assigns. No other Person, including any guest or patron of the Ballpark or the Ballpark Dedicated Parking, shall have any right to enforce the prohibitions as to the Prohibited Uses.

4.6 Operator. During the Term, Tenant shall be the initial Person who, on a day-to-day basis, is responsible for the operation and policies of the Ballpark and the Ballpark Dedicated Parking and who operates the Ballpark and the Ballpark Dedicated Parking in accordance with the Ballpark Standard (the "**Operator**"). Prior to engaging a third party that is not an Affiliate of Tenant to act as Operator and operate the Ballpark and/or the Ballpark Dedicated Parking, Tenant shall request City Representative's Approval, which request shall include the form of Management Agreement to be executed in connection therewith. City Representative shall respond to any such request within fifteen (15) days after receipt thereof, and any City Representative's Approval shall not be unreasonably withheld so long as any such third party Operator is a Qualified Operator. Notwithstanding the foregoing, an Operator that is solely operating the Ballpark Dedicated Parking shall not be required to be a Qualified Operator. In all instances, each management agreement with a third party Operator shall (i) require the Operator to comply with the terms of this Agreement as to the use and operation of the Ballpark and the Ballpark Dedicated Parking, (ii) provide that City shall be a third party beneficiary and permitted assignee thereof and (iii) not be modified or amended in any material respect without the prior

written Approval of City, which Approval shall not unreasonably be withheld. Each such management agreement with a third party Operator of the Ballpark and the Ballpark Dedicated Parking shall be referred to herein as a “**Management Agreement**.” Each Management Agreement shall be subject to City Representative’s prior Approval, such Approval not to be unreasonably withheld. If given, such Approval shall be provided no later than fifteen (15) days after such request is made by Tenant.

4.8 Development Around Ballpark. The Parties acknowledge and agree that City owns the real property around and underlying the Ballpark and the Ballpark Dedicated Parking. Tenant further acknowledges and agrees that City maintains exclusive control and development rights over such real property (the “**Development Rights**”); *provided, however*, that City shall not exercise or allow any third party to exercise, the Development Rights in a manner that (i) prevents Tenant from using the Ballpark for the Ballpark Events or (ii) in a manner that interferes with the Ballpark Dedicated Parking and/or Offsite Parking.

ARTICLE V. PARKING

5.1 Generally. The Parties acknowledge and agree that parking for the Ballpark is critical to the long term operating and financial viability of the Team and the Ballpark. Periodically, as determined by the Representatives, the Representatives shall meet in good faith to develop and implement a strategic plan to address parking for the Ballpark. It is the intent of the Parties that the strategic plan will include a plan to maximize the number of parking spaces within the area located one-half (1/2) mile from the outside perimeter of the Ballpark (in every direction), including existing and new garage and surface parking spaces, and on-street metered parking spaces; provided however, City is under no obligation to construct any additional parking other than the Ballpark Dedicated Parking. The strategic plan shall also include ingress and egress plans, directional signage and access by Ballpark patrons to Offsite Parking.

5.2 Ballpark Dedicated Parking Spaces. Beginning on the Commencement Date, City shall make available two hundred (200) secure paved parking spaces at the parking area depicted on Exhibit D attached hereto and incorporated herein for the use by Tenant (and, including without limitation, Tenant’s guests, employees, patrons, concessionaires, merchandisers, vendors and staff, and members of the Team) at any time on a year round basis (the “**Ballpark Dedicated Parking**”). City shall have the right during the Term to provide the Ballpark Dedicated Parking at another location proximate to the Ballpark upon reasonable prior notice to Tenant as long as any such location provides Ballpark Dedicated Parking which meets the Ballpark Standard.

5.3 Offsite Parking. City shall use its reasonable efforts to assist Tenant in the negotiation of agreements with the owners and operators of Offsite Parking with respect to parking rates and access to parking spaces for Ballpark Events during Ballpark Parking Hours.

5.4 Parking Rates. Tenant, in its sole discretion, shall have the right to set the parking rates for the Ballpark Dedicated Parking.

5.5 Parking Revenues. Tenant shall be responsible for collecting and accounting for, and shall be entitled to receive and retain, all parking revenues from the Ballpark Dedicated Parking at any time.

5.6 Event Staff Parking. To the extent City has City downtown parking lots or garages available, other than the Ballpark Dedicated Parking and the Offsite Garage Parking, that are not in the immediate vicinity of the Ballpark and which are not otherwise used during Ballpark Parking Hours, the City shall use commercially reasonable efforts to make such parking lots or garages available to Tenant for use by its full and part-time employees, concessionaires, merchandisers, vendors and staff, at no cost to Tenant or any such employees, concessionaires, merchandisers, vendors or staff; provided that there is no cost incurred by City in connection with such parking access and that City is under no obligation to provide staffing in connection with such Tenant employee parking.

ARTICLE VI. OPERATION; ROUTINE MAINTENANCE; UTILITIES

6.1 Tenant's Operation of the Ballpark. Except as otherwise provided in this Agreement, Tenant shall be responsible for all aspects of operating the Ballpark (including the sale of Concessions and Merchandise directly or through a Concessions Agreement or Merchandise Agreement) and the Routine Maintenance of the Ballpark and shall be responsible for all operating expenses and costs for the Ballpark, including all direct or indirect expenses associated with the Team or Ballpark Events, and the provision of adequate, qualified and sufficient personnel to perform the duties and obligations of Tenant under this Lease, including public address announcers, scoreboard operators, ticket sellers and takers, Concessions and Merchandise personnel, ushers, first aid and security personnel, groundskeepers and cleaning and maintenance personnel and other personnel necessary for the proper and safe operation of the Ballpark.

6.2 Routine Maintenance. Without limiting the generality of the preceding sentence, Tenant shall, throughout the Term, at its own expense and, except as set forth in Article VII hereof with respect to City Maintenance Items, at no cost or expense to City, and in compliance with Applicable Laws:

(a) Perform all Routine Maintenance and otherwise keep and maintain, or cause to be kept and maintained, (1) the Ballpark and all City Personal Property located within the Ballpark in good repair, order and condition so that the Ballpark may be operated in accordance with the Ballpark Standard, but in all events in a manner consistent with manufacturers' recommendations, any applicable Casualty or other insurance requirements and as reasonably necessary to avoid or repair waste or damage to any of the foregoing and in compliance with Applicable Laws; and (2) the Ballpark Dedicated Parking in good repair, order and condition so that the Ballpark Dedicated Parking may be operated in accordance with the operating and maintenance standards for Ballpark Dedicated Parking at Comparable Properties, but in all events in a manner reasonably necessary to avoid or repair waste or damage, in compliance with Applicable Laws;

(b) Promptly make, or cause to be made, all reasonably necessary routine repairs, interior and exterior, foreseen as well as unforeseen, to the Ballpark and the Ballpark Dedicated Parking, excluding those which constitute Capital Improvements, to keep the foregoing clean, in good working order and condition so that the Ballpark may be operated in accordance with the Ballpark Standard and so that both the Ballpark and the Ballpark Dedicated Parking may be operated in compliance with all Applicable Laws; and

(c) Undertake the specific repair and maintenance responsibilities identified as being Tenant's responsibility on Exhibit B attached hereto; provided, that to the extent that Exhibit B is in conflict with any other provision of this Agreement with respect to such responsibilities, Exhibit B shall control.

Tenant shall perform such maintenance and repair activities required in this Article VI in a safe, clean, attractive and first class manner comparable to that of the Comparable Properties and in accordance with Ballpark Standard.

6.3 Compliance with Applicable Laws.

(a) Tenant may perform such operation, maintenance and repair activities itself or hire contractors or managers to perform all or any portion of the same in compliance with all Applicable Laws. Without limiting the foregoing, if Tenant elects to hire a third party facility management firm other than an Affiliate of Tenant to perform any such activities, Tenant shall follow the procedure set for in Section 4.6 hereof. For the avoidance of doubt, Tenant shall not be required to seek prior approval from City for any concessionaires, merchandisers or other vendors for the Ballpark or Ballpark Dedicated Parking.

(b) Tenant agrees to do all things reasonably necessary to conduct its affairs and carry on its business and operations in such a manner as to comply in all material respects with any and all Applicable Laws and to duly observe and conform to all valid orders, regulations, or requirements of any Governmental Authority relative to the conduct of its business and its operation of the Ballpark.

(c) Tenant, or the concessionaires, merchandisers and/or vendors for the Ballpark, as appropriate, shall be responsible for obtaining all necessary Governmental Authorizations for operation of the Ballpark, including, but not limited to, licenses and permits to sell food, beverages and alcohol.

6.4 Security and Staff. Tenant, in its reasonable discretion, shall provide at its sole cost and expense all interior Ballpark security, emergency medical and other necessary staff inside the Ballpark at a level of service appropriate for the applicable Ballpark Event and consistent with the Ballpark Standard. City, in its reasonable discretion, shall provide at its sole cost and expense (using City employees or contract services, as determined by City) all customary police, traffic control, fire prevention, emergency medical, street cleaning and street trash removal (but not including the Ballpark) and other similar City-provided services, outside and in the general vicinity of the Ballpark, at a level of service consistent with the Ballpark Standard. If City in its sole discretion determines that an emergency public safety issue exists at any Event,

City shall have the right to provide additional police or emergency staffing for such Event at City's cost. The Representatives shall meet from time to time to update each other on staffing needs for scheduled Events.

6.5 Utilities. Except as otherwise provided in this Agreement, the Parties shall be responsible for Ballpark utilities as follows:

(i) Tenant shall be responsible for contracting and paying for all electric service to the Ballpark during the Term.

(ii) Tenant shall be responsible for contracting and paying for all water and sewer costs at the Ballpark during the Term.

(iii) Tenant shall be responsible for contracting and paying costs and fees for all other utilities to the Ballpark during the Term, including without limitation, telephone, cable television and other communications, internet and gas services.

6.6 City Inspections; Evaluation of Tenant. Upon prior written notice to Tenant, City Representative shall be permitted to conduct periodic inspections of the Ballpark to evaluate Tenant's compliance with its obligations under this Article VI. Tenant (or Tenant's representatives) shall be permitted to attend any such inspections.

6.7 Improvements by Tenant. Tenant shall be permitted to make additions or improvements to the Ballpark, at its sole cost and expense and in its sole and absolute discretion, as long as such additions or improvements meet the Ballpark Standard. Tenant shall provide the City Representative with prior notice of such proposed improvements and keep the City Representative reasonably advised of the status of such improvements throughout their construction.

6.8 Tenant's Personal Property. Tenant's Personal Property shall remain the property of Tenant during the Term. Tenant, its assignees, concessionaires, merchandisers or vendors will be entitled to remove Tenant's Personal Property from time to time during the Term and through the Lease Expiration Date.

ARTICLE VII. CAPITAL IMPROVEMENTS AND CITY MAINTENANCE ITEMS

7.1 Responsibility. Subject to the terms and conditions of this Article VII, and after exhausting all applicable warranties and guaranties, Tenant shall be responsible for making all Capital Improvements and City Maintenance Items at the Ballpark and the Ballpark Dedicated Parking during the Term in order to ensure that the same continue to meet the Ballpark Standard, ordinary wear and tear excepted, provided, that such Capital Improvements and City Maintenance Items shall be made at the cost and expense of the City.

7.2 Capital Improvements Reserve Fund.

(a) On or before the Commencement Date, the City shall establish a capital improvements reserve fund (the "**Capital Improvements Reserve Fund**"), which shall be used solely for the funding of Approved Capital Improvements as provided in this Article VII in order to ensure that the Ballpark continues to meet the Ballpark Standard, ordinary wear and tear excepted.

(b) The Capital Improvements Reserve Fund shall be funded as follows:

- (i) The City shall fund the amount of \$250,000.00 on the Commencement Date; provided, that such amount may be funded from any excess funds remaining from the Project Budget after the Ballpark is completed, which excess funds may include any remaining portion of any contingency described in the Ballpark Budget, to the extent available after completion of the Ballpark.
- (ii) The City shall contribute the sum of \$150,000 from the annual Fixed Rental received from Tenant into the Capital Improvements Reserve Fund within thirty (30) days of receipt of such amounts (\$75,000 per installment).
- (ii) The City shall contribute an additional sum of \$150,000 per year on or before June 30 in each calendar year during the Term from the annual Fixed Rental or from revenue received by the City from City Sponsored Events or Naming Rights under Section 15.2, *provided, however*, that City's obligation under this subsection shall terminate after the twentieth (20th) year of the Initial Term.

All interest earned on the Capital Improvements Reserve Fund shall become a part of the Capital Improvements Reserve Fund.

7.3 Capital Improvements Plan. Not later than eighteen (18) months following the Commencement Date, the Representatives shall meet and jointly develop and Approve a rolling five (5) year Capital Improvements plan which, at a minimum, will specifically address each of the capital replacement items identified on Exhibit B attached hereto as being the City's responsibility and any other anticipated Capital Improvements and set forth an estimated schedule and cost and expense for such Capital Improvements (when so Approved, the "**Capital Improvement Plan**"). The Representatives shall meet no less often than once a year thereafter to revisit, modify, as appropriate, and Approve the Capital Improvements Plan, and determine when and whether any additional Capital Improvements or City Maintenance Items are reasonably required to maintain the Ballpark Standard. To the extent that any modifications, amendments or updates to the Capital Improvements Plan require an Appropriation in excess of amounts then contained within the Capital Improvements Reserve Fund, such modification, amendment or update shall also be submitted to the City Council for its Approval of the Appropriation prior to them becoming effective. City and Tenant agree to act reasonably in agreeing on and implementing the Capital Improvements Plan. Any failure of City and Tenant to agree on and Approve a Capital Improvements Plan or any modifications, amendments or updates thereto shall not affect the obligations of the Parties with respect to Capital

Improvements or City Maintenance Items which have previously been Approved.

7.4 Undertaking of Approved Capital Improvements and City Maintenance Items. Prior to undertaking an Approved Capital Improvement, Tenant shall obtain at least three (3) bids from unaffiliated third parties for completion of such Capital Improvement, which bids shall comply with Applicable Laws and City Ordinances, and submit such bids, together with Tenant's recommendation for acceptance of one of such bids, to the City Representative (the "**Proposed Capital Improvements Contract**"). The City Representative shall have fifteen (15) days to approve or reject the recommended Proposed Capital Improvements Contract and, if the City Representative fails to respond to Tenant within such fifteen (15) day period, Tenant's recommendation shall be deemed approved and Tenant may proceed with the proposed Capital Improvement subject, if necessary, to the Approval by the City Council of any necessary Appropriation.

7.5 Emergency Conditions. Notwithstanding the foregoing, in the event that either Tenant or the City determines that a condition exists at the Ballpark that would jeopardize the health, safety and welfare of attendees of Events at the Ballpark or that would render the Ballpark unusable for Events if not cured within an expedited timeframe and such condition could only be cured through Capital Improvements (an "**Emergency Condition**"), then such Party may request an expedited review of a Proposed Improvement to cure such condition by providing notice to the other Party detailing the basis for the determination that such condition constitutes an Emergency Condition, the Proposed Improvement necessary to cure such Emergency Condition and a good faith estimate of the timeframe in which the Proposed Improvement must be approved by the Improvements Board and the Improvements Board shall vote to approve or disapprove the Proposed Improvement with respect to the Emergency Condition as promptly as practicable in light of the Emergency Condition.

7.6 Improvements Arbitrator. In the event the Representatives cannot agree on the need for a particular Capital Improvement in the Capital Improvement Plan, the Parties shall submit the disagreement to arbitration by a mutually agreed upon unaffiliated architect, building engineer or other person skilled and experienced in MiLB stadium management and maintenance (the "**Improvements Arbitrator**") to determine whether the proposed Capital Improvement is necessary for the maintenance of the Ballpark in accordance with the Ballpark Standard. The Parties shall provide such information to the Improvements Arbitrator as may be reasonably requested by the Improvements Arbitrator who shall make a determination within three (3) weeks from the date the dispute is submitted to arbitration. If the Improvements Arbitrator determines that the proposed Capital Improvement is necessary for the maintenance of the Ballpark in accordance with the Ballpark Standard, then such proposed Capital Improvement shall be an Approved Capital Improvement subject, however, to the Approval of the City Council if an Appropriation is required with respect thereto. If the City Council does not appropriate the necessary funds, the Tenant shall have the right, not less than thirty (30) days prior written notice to the City Representative, to pay the sum(s) not appropriated and to offset the amount not appropriated from the next due Fixed Rental payment(s) until such sums have been fully offset. The determination of the Improvements Arbitrator shall be final and binding on the parties. Tenant and City shall share equally in the costs and expense of the Improvements Arbitrator.

7.7 Completion of Authorized Capital Improvements. Tenant shall commence any Approved Capital Improvements pursuant to Approved Improvements Contracts promptly upon Approval thereof in accordance with Section 7.5, but in any event within ninety (90) days. Should Tenant fail to commence such Authorized Capital Improvement within such ninety (90) day period, then the City shall provide notice to Tenant that the City intends to pursue completion of such Authorized Capital Improvement and if Tenant then fails to commence such Authorized Capital Improvement within thirty (30) days after receipt of such notice, City shall be entitled to pursue completion of such Authorized Capital Improvement without further notice to Tenant. Tenant shall use commercially reasonable efforts to time and organize all repair activities in such a manner as to facilitate Ballpark Events and City Sponsored Events to the extent feasible, and, Tenant agrees to consult with the City on all such Tenant decisions regarding the completion of any Approved Capital Improvement.

7.8 Funding of Capital Improvements. Tenant may utilize any and all funds available in the Capital Improvements Reserve Fund as, when and to the extent such funds are available for payments due with respect to Approved Capital Improvements, it being understood that amounts to be contributed to the Capital Improvements Reserve Fund pursuant to Section 7.2 above may not be available at the time of such Capital Improvements, in which case Tenant will be responsible for paying any such amounts directly. If Tenant funds or pays for an Authorized Capital Improvement pursuant to an Authorized Improvements Contract from its own funds, then Tenant shall be entitled to prompt reimbursement from the Capital Improvements Reserve Fund for actual costs incurred by Tenant, as evidenced by documentation presented to the City; provided, however, that Tenant shall not be entitled to reimbursement of costs that would have been incurred by Tenant in the absence of such Authorized Capital Improvement (e.g. overhead costs, including salaried employees of Tenant). Tenant acknowledges and agrees that it shall not be entitled to utilize funds from the Capital Improvements Reserve Fund or to reimbursement from the Capital Improvements Reserve Fund for Capital Improvements that are not Approved Capital Improvements. If at any time the Capital Improvements Reserve Fund does not contain sufficient funds to reimburse Tenant for any Approved Capital Improvements, the City shall promptly pay to the Tenant the amount of the deficiency. If the Tenant is not reimbursed any cost for Capital Improvements or maintenance, the cost of which is the City's responsibility, within five (5) Business Days, Tenant shall have right, upon thirty (30) days prior written notice to the City Representative, to offset the amount due to Tenant from the next due Fixed Rental payment(s) until such sum has been fully offset.

7.9 Excess Funds. In the event that this Agreement is not renewed beyond the Initial Term pursuant to Section 3.5, any funds remaining in the Capital Improvements Reserve Fund at the end of the Initial Term shall revert to and become the property of the City. Tenant acknowledges and agrees that Tenant shall have no right or claim to any funds that have reverted to the City pursuant to this Section 7.9.

ARTICLE VIII. TAXES

8.1 Tenant Payment of Taxes. Tenant shall be responsible for the payment of any taxes legally imposed, assessed or levied against Tenant's Personal Property and the Leasehold Estate and for the payment of any excise taxes legally imposed, assessed or levied against Tenant on account of tickets, parking, Concessions or Merchandise, and similar sales or transactions related to Tenant's use or occupancy of the Ballpark or any Ballpark Event.

8.2 Ad Valorem Taxes. City and Tenant intend that the Real Property, the Ballpark, the Ballpark Dedicated Parking, and the Leasehold Estate of Tenant hereunder (for so long as the Ballpark and the Ballpark Dedicated Parking are owned by City or other Governmental Authority) presently are and shall continue to be exempt from real estate ad valorem taxes ("**Property Taxes**") as exempt properties under the applicable provisions of the Connecticut General Statutes and other Applicable Laws. Tenant is authorized to assert, insist upon, continue, and restate this joint intent to any agency, forum, or court having jurisdiction and at which the question may arise or be presented, and City, at the request and sole expense of Tenant, shall jointly take and pursue such lawful actions with Tenant, including, if necessary, judicial actions, as may be available and appropriate, to protect and defend the Ballpark, the Ballpark Dedicated Parking, and the Leasehold Estate of Tenant against the levy, assessment or collection of Property Taxes by any Governmental Authority asserting the power to levy, assess, and collect such taxes under Applicable Law. In the event that such Property Taxes are assessed against the Real Property, the Ballpark, the Ballpark Dedicated Parking or the Leasehold Estate of Tenant hereunder, then Tenant shall pay such Property Taxes before they become delinquent, subject to Tenant's right of contest as provided in this Agreement, and the aggregate of such Property Taxes owing and paid to City as a governmental taxing entity, but not to other taxing jurisdictions, throughout the Term shall be promptly refunded by City to Tenant.

8.3 Joinder of City Not Required. City shall not be required to join in any Tax Proceeding or other Action or Proceeding referred to in this Section unless required by Applicable Law in order to make such Action or Proceeding effective, in which event any such Action or Proceeding may be taken by Tenant in the name of but without expense to City, and **TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD CITY HARMLESS FROM ALL COSTS, FEES, EXPENSES, CLAIMS, LOSSES OR DAMAGES BY REASON OF, IN CONNECTION WITH, OR IN ACCOUNT OF, GROWING OUT OF, RESULTING FROM, ANY SUCH ACTION OR PROCEEDING.** To the extent such cooperation is required by the applicable Governmental Authority for such Tax Proceeding, City shall cooperate in any such Tax Proceeding as reasonably requested by Tenant, at Tenant's sole cost and expense, whether or not City is joined pursuant thereto, and City agrees to take no action that would be materially adverse to Tenant in any such Tax Proceeding where Tenant seeks to reduce its obligation to pay such Property Taxes.

8.4 No City Obligations. Except for costs that City has specifically agreed to pay pursuant to the express terms of this Agreement, (i) City shall not be required to make any expenditure, incur any obligation or incur any liability of any kind whatsoever in connection with this Agreement, the Ballpark, the Ballpark Dedicated Parking or any Property Taxes and (ii) it is

expressly understood and agreed that this is a completely net lease intended to assure City the Rent herein reserved on an absolutely net basis, except as otherwise provided in this Agreement.

8.5 No Target Taxes. Notwithstanding anything herein to the contrary, City shall not impose, or agree to be imposed, any targeted or special taxes, fees or assessments on (a) the Offsite Parking Garage during any Ballpark Events, or (b) the Ballpark, the Ballpark Dedicated Parking, the Team or Ballpark Events, including, without limitation, special district taxes, fees or assessments.

ARTICLE IX. INSURANCE; INDEMNITY

9.1 Insurance.

(a) Tenant shall, at its sole expense, obtain and maintain during the Term, a Commercial General Liability Policy and Auto Liability Policy of Insurance (for owned, hired and non-owned vehicles of Tenant) which will adequately and sufficiently protect City and Tenant, their agents, representatives and servants from losses arising directly or indirectly from Tenant's and City's use of the Ballpark and Ballpark Dedicated Parking. City shall be named on the insurance certificate(s) as an additional insured party and Tenant shall use commercially reasonable efforts for the umbrella coverage to follow form to include City as an additional insured. Unless otherwise agreed by City Representative and Tenant Representative in writing, the Commercial General Liability Policy of Insurance shall include the following coverage: (i) commercial general liability, ONE MILLION DOLLARS (\$1,000,000) per occurrence, including fire, products/completed operations, broad form contractual liability, broad form property damage liability, host legal liquor liability and dram shop liability; (ii) TEN THOUSAND DOLLARS (\$10,000) for medical payments per each occurrence; (iii) General Aggregate, TWO MILLION DOLLARS (\$2,000,000), (iv) Products/Completed Operations - Aggregate, TWO MILLION DOLLARS (\$2,000,000), (v) Personal and Advertising Injury, ONE MILLION DOLLARS (\$1,000,000), (vi) Fire Legal Liability, ONE MILLION DOLLARS (\$1,000,000), (vii) commercial umbrella liability policy, TEN MILLION DOLLARS (\$10,000,000) per occurrence/annual aggregate, including host legal liquor liability and dram shop liability in the umbrella policy; (iv) workers' compensation (statutory benefits coverage A) plus employers liability, in the amounts of FIVE HUNDRED THOUSAND (\$500,000) per employee per accident, FIVE HUNDRED THOUSAND (\$500,000) per employee per disease and FIVE HUNDRED THOUSAND (\$500,000) policy aggregate. Such policies shall also include business interruption coverage similar in nature to such coverages in place at Comparable Properties; so long as such business interruption coverage is available at reasonable cost. This clause is in no way intended to limit the liability of Tenant or City under this clause and its hold harmless provisions running towards City or Tenant, but is only to be considered as a guideline for minimum amounts of insurance that shall be carried in the amounts required herein.

(b) City agrees, at its sole expense, to obtain and maintain property insurance at all times during the Term of this Agreement, insuring all buildings and structures comprising the Ballpark and the Ballpark Dedicated Parking, against all risk of direct physical loss or damage to the same extent and with the same coverage as other City owned buildings such as City Hall.

City may elect to self-insure for any deductibles in said insurance policies. Such insurance coverage may be maintained by any combination of single policies and umbrella policies and shall name Tenant as an additional insured. Such insurance shall include a Causes of Loss-Special Form policy or policies insuring the Ballpark for its full replacement value cost coverage or, if such coverage is not available, to the fullest value commercially available.

(c) Additionally, City shall cause its construction manager or general contractor constructing the Ballpark to maintain additional property insurance written on the so-called “**Builder’s Risk Completed Value Non-Reporting Form**” during any period in which any Capital Improvements work being made to the Premises, the anticipated costs of which exceed \$100,000 in the aggregate, with no coinsurance requirement, and containing a provision granting the insured permission to complete and adding the City as the loss payee for such insurance.

(d) All insurance policies of Tenant or City required hereunder (including endorsements thereto) shall (i) be issued by insurance companies authorized to do business in the State of Connecticut, and rated “**A-VII**” or better by A.M. Best Company (or equivalent); (ii) name the other party and, to the extent communicated to Tenant or City, as applicable, in writing, any other party reasonably required by such party, as “additional insureds” for the Commercial General Liability Policy of Insurance (and for any other insurance policies required to be maintained hereunder for which “additional insured” coverage is available); (iii) be in a form reasonably satisfactory to the other party; (iv) be noncontributing with, and apply only as primary and not as excess to, any other insurance available to the applicable party (to the extent such provision is reasonably available); (v) contain a provision that a party and all additional insureds shall be entitled to recovery under the policy for any loss occasioned to such party by reason of the negligence of the other party or its respective agents, employees or representatives; and (vi) require the insurer to notify Tenant and City, in writing, not less than thirty (30) days prior to any cancellation or termination thereof, except in the event of non-payment of premium in which case the notice period shall be not less than ten (10) days, to the extent the insurer agrees to provide such notices.

(e) Prior to the issuance by City of the use and occupancy permit for the Ballpark, the certificates of insurance verifying the existence of the insurance coverage required in the above paragraphs shall be made available to City and Tenant. Each of City and Tenant shall from time to time upon reasonable request by the other party provide updated certificates of insurance evidencing that all insurance required hereunder is in place and fully paid for in advance.

(f) Each of Tenant and City shall timely pay all premiums due for all insurance policies required hereunder and shall not do anything at the Ballpark that would impair or invalidate any material obligations of any insurer thereunder. If either Tenant or City fails to obtain and pay for any of the insurance policies required hereunder, and such failure continues for ten (10) days after written notice thereof from the non-defaulting party, then, in addition to all other rights and remedies of the non-defaulting party, the non-defaulting party shall have the right, but not the obligation, to secure the appropriate insurance policies. Any amounts paid by the non-defaulting party in connection with obtaining such insurance shall be immediately due

and payable from the defaulting party, and the defaulting party shall pay all such amounts to the non-defaulting party upon demand therefor, together with interest at the Default Rate.

9.2 Waiver of Subrogation. It is the intent of the Parties that the risk of loss or damage arising out of or relating to this Agreement should be borne by insurance to the extent of available coverage. Accordingly, City and Tenant waive all rights against each other (and against the agents, employees, representatives and/or insurers of the other) for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such other party (its agents, employees and/or representatives); provided, however, that: (a) this waiver of rights shall only be applicable to the extent of insurance proceeds actually paid to the party suffering such loss or damage; and (b) this waiver of rights shall in no way diminish the indemnity obligations of City or Tenant as set forth in Section 9.3 below. Tenant and City shall give written notice of the terms of this mutual waiver of rights to their respective insurers and shall have their insurance policies endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of this waiver of rights.

9.3 Indemnity.

(a) To the extent allowed by Applicable Law, Tenant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Tenant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses), arising directly or indirectly out of: (i) Tenant's occupancy, use, operation, maintenance and/or repair of the Ballpark, and/or (ii) Tenant's performance under this Agreement.

(b) To the extent allowed by Applicable Law, City shall indemnify, hold harmless and defend Tenant and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by Tenant, City or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses), arising directly or indirectly out of: (i) City's occupancy, use, operation, maintenance and/or repair of the Ballpark, and/or (ii) City's performance under this Agreement.

(c) City and Tenant's respective obligations contained in this Section 9.3 shall survive expiration or termination of this Agreement.

ARTICLE X. LOSS OF FACILITIES

10.1 Condemnation.

(a) If all of the Ballpark and/or the Ballpark Dedicated Parking or the use thereof is taken by power of eminent domain, condemned or sold in lieu of condemnation proceedings, this Agreement shall automatically terminate on the earlier to occur of (i) the date on which title to the Ballpark and/or the Ballpark Dedicated Parking vests in the condemning authority; or (ii) the date on which Tenant is dispossessed of the Ballpark and/or the Ballpark Dedicated Parking. Except as otherwise required by issues of public safety in the exercise of its Governmental Function, City shall not exercise its power of eminent domain on all or any portion of the Leasehold Estate.

(b) If a portion of the Ballpark and/or the Ballpark Dedicated Parking or the use thereof is taken by power of eminent domain, condemned or sold in lieu of condemnation proceedings and such taking materially affects Tenant's ability to use or otherwise operate and derive revenue from the Ballpark and/or Ballpark Dedicated Parking, in Tenant's reasonable commercial judgment, Tenant shall have the right to terminate this Agreement effective as of the earlier to occur of (i) the date on which title to the condemned portion of the Ballpark and/or the Ballpark Dedicated Parking vests in the condemning authority; or (ii) the date on which Tenant is dispossessed of the portion of the Ballpark and/or the Ballpark Dedicated Parking, by giving written notice to City within sixty (60) days after Tenant's receipt of notice of the partial condemnation.

(c) If a portion of the Ballpark and/or the Ballpark Dedicated Parking or the use thereof is taken by power of eminent domain, condemned or sold in lieu of condemnation proceedings and Tenant does not terminate this Agreement pursuant to the terms and conditions of Section 10.1(b) above: (i) this Agreement shall be deemed terminated with respect to only the condemned portion of the Ballpark and/or the Ballpark Dedicated Parking or use thereof; (ii) Tenant's Rent obligations shall be equitably reduced, as determined by the Representatives in good faith, taking into account Tenant's prior use of the condemned portion of the Ballpark and/or the Ballpark Dedicated Parking and the potential of such portion to generate revenue for Tenant based upon attendance over the previous three (3) year period (or a good faith estimate if the taking takes place within the first three (3) years of operations); and (iii) City shall, at its sole cost and expense, promptly make any Capital Improvements that the Representatives deem reasonably necessary as a result of such condemnation.

(d) Each of Tenant and City shall have the right to seek, at its sole cost and expense, any award to which it might be entitled as a result of any condemnation of all or any portion of the Ballpark or the use thereof. Neither Tenant nor City shall have any rights to any award made to the other.

(e) If all or a portion of the Ballpark and/or the Ballpark Dedicated Parking or the use thereof is temporarily condemned, this Agreement shall remain in full force and effect, but Tenant's Rent obligations shall be equitably reduced or abated, as determined by the

Representatives in good faith, taking into account Tenant's prior use of the condemned portion of the Ballpark and/or the Ballpark Dedicated Parking and the potential of such portion to generate revenue for Tenant based upon attendance over the previous three (3) year period (or a good faith estimate if the taking takes place within the first three (3) years of operations).

10.2 Casualty Damage to the Ballpark.

(a) If, at any time during the Term, the Ballpark, the Ballpark Dedicated Parking, or any part thereof shall be damaged or destroyed by Casualty, then Tenant shall promptly secure the area of damage or destruction to safeguard against injury to Persons or property.

(b) If the Ballpark, the Ballpark Dedicated Parking, or any portion thereof is damaged or destroyed by Casualty, then neither Tenant nor City, subject to Section 10.2(d) below, shall have the right to terminate this Agreement and City shall promptly use commercially reasonable efforts to restore and repair the same to a condition substantially similar to that prior to such Casualty and the Term shall be extended by the period of restoration and repair. To that end, City shall use all insurance proceeds available for such purposes. In the event the insurance proceeds are insufficient to replace/repair the Ballpark or Ballpark Dedicated Parking to a condition thereof substantially similar to that prior to such Casualty, the City shall pay the additional sum required. The restoration and repair details shall be undertaken in the same manner involved in the original construction of the Ballpark and Ballpark Dedicated Parking.

(c) During any period that the Ballpark or the Ballpark Dedicated Parking is totally unusable by Tenant due to Casualty, the Rent, and any other obligations hereunder, shall abate. If only a portion of the Ballpark or the Ballpark Dedicated Parking is rendered unusable by the Casualty, and the Tenant determines in its reasonable judgment that Tenant can still operate, the Rent shall be equitably reduced, as determined by the Representatives in good faith, taking into account Tenant's prior use of the condemned portion of the Ballpark or the Ballpark Dedicated Parking and the potential of such portion to generate revenue for Tenant based upon attendance over the previous three (3) year period.

(d) If the Ballpark, the Ballpark Dedicated Parking or any portion thereof is damaged or destroyed by Casualty and such damage or destruction (i) causes the Ballpark or the Ballpark Dedicated Parking to be unusable by Tenant for Ballpark Events, and (ii) such unusable condition cannot be remedied within twelve (12) months after the date of such Casualty (as reasonably determined by City's construction consultants), then, either (i) Tenant or (ii) City if such Casualty takes place within 24 months of the Lease Expiration Date, shall have the right to terminate this Agreement.

(e) Notwithstanding anything in this Section to the contrary, in the event any Casualty to the Ballpark or the Ballpark Dedicated Parking is caused by the intentional willful act of Tenant, Operator, any Team member, any vendor, any concessionaire or any of the respective Related Parties of such Persons, Tenant shall be responsible for such damage (to the extent the same is not covered by insurance), the Rent shall not abate and Tenant shall promptly use

commercially reasonable efforts to restore and repair the Ballpark or Ballpark Dedicated Parking to a condition substantially similar to that prior to such damage or destruction.

ARTICLE XI. DEFAULTS AND REMEDIES

11.1 Default by Tenant.

(a) An event of default by Tenant (a “**Tenant Default**”) shall be deemed to have occurred under this Agreement if:

(i) Tenant fails to make any payment of Rent as it falls due and which failure is not cured within ten (10) days after written notice to Tenant of such failure;

(ii) The failure of Tenant to cause the Ballpark and the Ballpark Dedicated Parking to be operated continuously as required by this Agreement within thirty (30) days after City gives notice to Tenant of such failure (or such longer period as may be reasonably necessary to effect such cure, if such cure cannot be effected within such thirty (30) day period using reasonable efforts);

(iii) The failure of Tenant to cause the Ballpark and the Ballpark Dedicated Parking to be operated in accordance with the requirements of the Ballpark Standard or Article VI within sixty (60) days after City gives notice to Tenant of such failure (or such longer period as may be reasonably necessary to effect such cure, if such cure cannot be effected within such sixty (60) day period using reasonable efforts);

(iv) Tenant fails to observe or to perform any other material obligation, condition or covenant on its part to be performed or observed in accordance with this Agreement and such failure remains uncured for more than sixty (60) days after Tenant’s receipt of written notice of such failure from City (or such longer period as may be reasonably necessary to effect such cure, if such cure cannot be effected within such sixty (60) day period using reasonable efforts);

(v) Tenant fails to observe or perform any obligation or covenant on its part to be performed or observed under the Non-Relocation Agreement and any such default is not cured within any applicable notice or grace period;

(vi) A “**Tenant Default**” or “**Event of Default**” as defined in the Development Agreement shall have occurred and remained uncured beyond any applicable cure or grace period;

(vii) An Insolvency Event has occurred with respect to Tenant; or

(viii) Substantially all of Tenant’s assets are levied upon by virtue of a writ of court of competent jurisdiction; or Tenant ceases to do business in any manner.

11.2 City's Remedies. Subject to this Section 11.2, upon the occurrence of any Tenant Default, City may, in its sole discretion, pursue any one or more of the following remedies, in addition to any other remedies available to City at law or in equity or as otherwise specified in this Agreement, after delivery of written notice to Tenant:

(i) City may (but under no circumstance shall be obligated to) terminate this Agreement and upon such termination City may forthwith reenter and repossess the Ballpark and the Ballpark Dedicated Parking in accordance with law and be entitled to recover, as damages under this Agreement, a sum of money equal to the total of (i) the reasonable cost of recovering the Ballpark, (ii) the reasonable cost of removing and storing Tenant's Personal Property or any other occupant's Property, (iii) the unpaid Rent and any other sums accrued hereunder at the date of termination and (iv) any increase in insurance premiums caused by the vacancy of the Ballpark. In the event City shall elect to terminate this Agreement, City shall at once have all the rights of reentry upon the Ballpark, without becoming liable for damages or guilty of trespass.

(ii) City may (but under no circumstance shall be obligated to) terminate Tenant's right of occupancy of all or any part of the Ballpark and the Ballpark Dedicated Parking and reenter and repossess the Ballpark and the Ballpark Dedicated Parking in accordance with law, without demand or further notice of any kind to Tenant and without terminating this Agreement, without acceptance of surrender of possession of the Ballpark or the Ballpark Dedicated Parking, and without becoming liable for damages or guilty of trespass, in which event City shall make commercially reasonable efforts to relet the Ballpark and the Ballpark Dedicated Parking or any part thereof for the account of Tenant for a period equal to or lesser or greater than the remainder of the Term on whatever terms and conditions City, in City's sole discretion, deems advisable. Tenant shall be liable for and shall pay to City, after offset of monies received by the City from reletting the Ballpark and/or Ballpark Dedicated Parking, if any, all Rent payable by Tenant under this Agreement plus an amount equal to (i) the reasonable cost of recovering possession of the Ballpark and the Ballpark Dedicated Parking, (ii) the reasonable cost of removing and storing any of Tenant's or any other occupant's property left on the Ballpark and the Ballpark Dedicated Parking after reentry, (iii) the cost of any increase in insurance premiums caused by the termination of possession of the Ballpark and the Ballpark Dedicated Parking and (iv) the reasonable cost of any repairs, changes, alterations or additions necessary for reletting, all reduced by any sums received by City through any reletting of the Ballpark and the Ballpark Dedicated Parking and/or any decreases in insurance premiums resulting from the termination of possession of the Ballpark and the Ballpark Dedicated Parking; *provided, however*, that in no event shall Tenant be entitled to any excess of any sums obtained by reletting over and above Rent provided in this Agreement to be paid by Tenant to City. For the purpose of such reletting, City is authorized to make any repairs, changes, alterations or additions in or to the Ballpark and the Ballpark Dedicated Parking that may be necessary. City may sue to recover any sums falling due under the terms of this Section 11.2 from time to time. No reletting shall be construed as an election on the part of City to terminate this Agreement unless a written notice of such intention is given to Tenant by City. Notwithstanding any such reletting without termination, City may at any time thereafter elect to terminate this Agreement for such Tenant Default and exercise any of its rights under Article X of this Agreement.

(iii) City may (but under no circumstance shall be obligated to) enter upon the Ballpark and the Ballpark Dedicated Parking and do whatever Tenant is obligated to do under the terms of this Agreement, including taking all reasonable steps necessary to maintain and preserve the Ballpark; and Tenant agrees to reimburse City on demand for any expenses which City may incur in effecting compliance with Tenant's obligations under this Agreement (other than expenses of actually operating a business as opposed to maintenance, repair and restoration) plus interest at the Default Rate, and Tenant further agrees that City shall not be liable for any damages resulting to Tenant from such action. No action taken by City under this Section 11.2 shall relieve Tenant from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations.

(iv) City may exercise any and all other remedies available to City at law or in equity (to the extent not otherwise specified or listed in this Section 11.2), including enforcing specific performance of Tenant's obligation to continuously operate the Ballpark and the Ballpark Dedicated Parking in accordance with the Ballpark Standard and pursuant to Article VI, and seeking monetary damages, including interest on the unpaid Rent at the Default Rate.

If City should terminate this Agreement in accordance with Section 11.2, Tenant shall assign to City any and all right, title and interest in any contracts entered into by Tenant for supplies, services, concessionaires, merchandisers or other vendors, or other similar agreements necessary for the daily operation of the Ballpark (other than those contracts with an Affiliate of Tenant).

11.3 Default by City.

(a) An event of default by City (a "**City Default**") shall be deemed to have occurred under this Agreement if:

(i) City, except as set forth in subparagraph (iii) below, fails to perform or observe any material obligation or condition on its part to be performed or observed in accordance with this Agreement, including without limitation City's obligations to provide municipal services and parking and to be responsible for Capital Improvements, as more particularly described herein, and such failure remains uncured for more than sixty (60) days after City's receipt of written notice of such failure from Tenant (or such longer period as may be reasonably required to effect such cure if such cure cannot be effected within such sixty (60) day period using reasonable efforts); and/or

(iii) A "City Default" or "Event of Default" as defined in the Development Agreement shall have occurred and remained uncured; and/or

(iv) City fails to tender to Tenant the Leasehold Estate, with a certificate of occupancy for same, by the Commencement Date.

(b) Upon the occurrence of a City Default, Tenant shall be entitled to seek all rights and remedies available to it at law, or in equity, including, but not limited to, the right to: (i) seek monetary damages; (ii) terminate this Agreement; and (iii) cure such default on behalf of City and, upon thirty (30) days prior written notice to City, offset the cost of same against the next

due Fixed Rental payment(s) until the offset is complete, the cost to include all reasonable costs incurred by Tenant (including attorneys' fees) to affect such cure.

11.4 Remedies Cumulative. Except as expressly limited in this Article X, the remedies described herein are cumulative and are not intended to be exclusive of any other remedies to which the Parties may be entitled at law or in equity. The failure of a Party to (a) insist in any one or more instances upon the strict performance or observance of any of the obligations or conditions of this Agreement by the other Parties; or (b) exercise any remedy contained herein for any nonperformance or nonobservance of any obligation or condition by the other Parties shall not be considered a waiver of such Party's rights to later insist upon performance or observance or to exercise its remedies. Additionally, the exercise or commencement of the exercise of any right or remedy by a Party shall not preclude the simultaneous or later exercise of any or all other rights and remedies available to such Party.

11.5 No Indirect Damages. IN NO EVENT SHALL ANY OF THE PARTIES BE LIABLE TO THE OTHER PARTIES UNDER ANY PROVISION OF THIS AGREEMENT OR OTHERWISE FOR LOST PROFITS, INCLUDING LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM SUCH PARTY'S OWN, SOLE OR CONCURRENT NEGLIGENCE OR THE NEGLIGENCE OF ANY OF ITS AFFILIATES OR RELATED PARTIES; PROVIDED THAT (I) THE FOREGOING SHALL NOT APPLY TO ANY RENT (OR ANY CLAIMS THEREFOR) AND (II) WITHOUT LIMITING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS OF EACH PARTY ARISING OUT OF THIRD PARTY CLAIMS FOR ANY OF THE FOREGOING.

11.6 No Waivers. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

11.7 No Accord and Satisfaction. Without limiting the generality of Section 11.5 above, the receipt by City of the Rent with knowledge of a breach by Tenant of any covenant, obligation or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach (other than as to the Rent received). The payment by Tenant of the Rent with knowledge of a breach by City of any covenant, obligation or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance by City or Tenant of a lesser sum than then due shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on

any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City and Tenant may accept a check, wire transfer or other payment without prejudice to its right to recover the balance of such installment or pursue any other remedy provided in this Agreement.

11.8 Commercial Transaction. TENANT ACKNOWLEDGES THAT THIS LEASE IS A COMMERCIAL TRANSACTION AND HERBY WAIVES ANY AND ALL RIGHTS TO NOTICE AND HEARING, UNDER CONNECTICUT PREJUDGMENT REMEDIES STATUTE CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES IN CONNECTION WITH ANY SUIT BROUGHT UNDER ANY OF THE PROVISIONS OF THIS LEASE. TENANT DOES HEREBY AGREE THAT AN ATTACHMENT AND/OR GARNISHMENT MAY ISSUE AGAINST TENANT UPON THE COMMENCEMENT OF A LAWSUIT, WITHOUT ANY NOTICE OR HEARING TO DETERMINE WHETHER OR NOT THERE IS PROBABLE CAUSE TO SUSTAIN THE VALIDITY OF CITY'S CLAIM. TENANT MAY REQUEST A HEARING AT ANY TIME AFTER A PREJUDGMENT REMEDY HAS BEEN ISSUED.

ARTICLE XII. DISPUTE RESOLUTION

12.1 Generally. In the event any dispute, controversy or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties thereunder (a "**Dispute or Controversy**"), including, but not limited to a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with this Article. In the event a Dispute or Controversy arises, either Representative shall have the right to notify the other Representative that it has elected to implement the following procedures. Within thirty (30) days after delivery of any such notice by one Representative to the other Representative regarding a Dispute or Controversy, the Representatives shall meet at a mutually agreed time and place to attempt, with diligence and in good faith, to resolve and settle the Dispute or Controversy. If a mutual resolution and settlement are not obtained at the meeting of the Representatives, then City and Tenant shall cooperate in a commercially reasonable manner to determine if techniques such as mediation or other techniques of alternate dispute resolution might be useful. If a technique is agreed upon, a specific timetable and completion date for implementation shall also be agreed upon. If such technique, timetable or completion date is not agreed upon within sixty (60) days after the notice of the Dispute or Controversy was first delivered, or if no resolution is obtained through such alternative technique, or if no meeting between the Representatives takes place within the forty-five (45) day period following delivery of the initial notice, then each of the Parties may seek injunctive relief or other relief at any time thereafter from any court of competent jurisdiction in the State of Connecticut.

12.2 Emergency Relief. Notwithstanding any provision of this Agreement to the contrary, each of the Parties may seek injunctive relief or another form of ancillary relief at any time from any court of competent jurisdiction in the State of Connecticut in the event that a Dispute or Controversy requires emergency relief before the matter may be resolved under the

dispute resolution procedures outlined in Section 12.1 above. Notwithstanding the fact that any court of competent jurisdiction may enter an order providing for injunctive or another form of ancillary relief, the Parties expressly agree that such dispute resolution procedures still will govern the ultimate resolution of any portion of the Dispute or Controversy.

ARTICLE XIII. SALE OF OWNERSHIP INTERESTS

13.1 Transfer of Majority Interest. As long as there is no existing Tenant Default, the prior Approval of City will not be required with respect to any Transfer of a Majority Interest of Tenant or its parent company or with respect to any Estate Planning Transfer (as defined below) as long as such Transfer of Majority Interest or Estate Planning Transfer complies with the following conditions: (i) the respective duties and responsibilities of Tenant and Team under this Agreement do not change, (ii) any such Transfer of Majority Interest or Estate Planning Transfer is approved by the EL and/or MiLB, (iii) no Tenant Default is caused by any such Transfer of Majority Interest, (iv) Tenant, its Ownership Group and any new Control Person(s) of Tenant and its Ownership Group, respectively, will continue to be bound by the terms of the Non-Relocation Agreement, and (v) to the extent permitted by any applicable confidentiality agreements related to such Transfer of Majority Interest, prior notice of such Transfer of Majority Interest is given to City. All other Transfers of Majority Interest of Tenant or its Ownership Group will require the prior Approval of City, which shall not be unreasonably withheld. To the extent that Tenant or its Ownership Group, as applicable, have not otherwise provided notice to City of any Transfer of Majority Interest because of contractual confidentiality provisions or otherwise, Tenant or its Ownership Group, as applicable, shall provide City with notice of any Transfer of Majority Interest in Tenant prior to the first to occur of: any public statement by Tenant or its Ownership Group with respect to such transfer or the closing of such transfer.

For the purposes of this Section 13.1, an “Estate Planning Transfer” shall mean a transfer of any ownership interest in Tenant by a member of Tenant to an immediate family member (spouse, child, grandchild or parent) or to a trust, limited liability company or other estate planning vehicle.

13.2 Other Transfers. As long as there is no existing Tenant Default, transfers of ownership interests in Tenant or its Ownership Group which do not constitute a Transfer of Majority Interest will not require either City Approval or notice; provided that the aggregate of all such transfers over the Term does not cause a Transfer of Majority Interest with respect to such entities.

13.3 Continuing Enforceability. Without limiting the foregoing, no transfer of ownership interests in Tenant or its Ownership Group shall affect the enforceability of this Agreement and Tenant and its Ownership Group shall continue to be bound by the terms hereof.

**ARTICLE XIV.
ASSIGNMENT AND SUBLETTING**

14.1 Sale and Assignment by Tenant. The Leasehold Estate and/or Tenant's interest in this Agreement may not be sold or assigned without the prior Approval of City except for an assignment to an Affiliate of Tenant as long as no continuing Tenant Default exists. If Tenant wishes to sell or assign this Agreement to a Person who is not an Affiliate of Tenant, then Tenant shall request City's Approval of such sale or assignment which shall not be unreasonably withheld as long as (i) the duties and responsibilities of the buyer or assignee of Tenant under this Agreement do not change, (ii) any such sale or assignment is approved by the EL and/or MiLB, (iii) the Ballpark will continue to be managed and operated by the buyer or assignee or a Qualified Operator, (iv) any such buyer or assignee must expressly assume any and all obligations of Tenant under this Agreement, the Development Agreement and agree to be bound by the terms of the Non-Relocation Agreement, (v) there is no continuing Tenant Default hereunder, and (vi) the buyer or assignee has the same or similar financial ability to operate the Tenant's business as Tenant, as evidenced by a net worth greater than or equal to that of Tenant. Without limiting the foregoing, no assignment hereunder shall affect the enforceability of this Agreement and any assignee shall continue to be bound by the terms hereof and of the Non-Relocation Agreement.

14.2 Assignment by City. City may assign all of its rights and obligations under this Agreement to a Governmental Authority, a local government corporation formed by City or a trustee in connection with the Financing; provided that City remains liable for the City's financial obligations contained herein unless such financial obligations are specifically assumed by any such Governmental Authority.

14.3 No Sublease. Tenant may not sublease all or any portion of its interest in the Ballpark or the Ballpark Dedicated Parking except for an assignment to an Affiliate of Tenant in accordance with Section 14.1 or in connection with a Use Agreement.

**ARTICLE XV.
NAMING AND ADVERTISING RIGHTS; BROADCASTING RIGHTS; PREMIUM
SEATING; CONCESSIONS AND MERCHANDISE**

15.1 Contracting Generally. Tenant shall have the exclusive right to and shall be solely responsible for identifying and entering into third party contracts with all concessionaires, merchandisers and other vendors for the Ballpark.

15.2 Naming Rights. Tenant shall have the exclusive right to name, or contract with a naming sponsor for, all or any part of the Ballpark, from time to time during the Term and to install permanent signage and displays related thereto in, on and about any portion of the Ballpark, including without limitation, Ballpark outfield fences and walls, structures erected above fences and walls, scoreboards, video boards, pedestrian walkway and concourse areas outside and inside the Ballpark and concession, merchandise and catering areas; provided that such naming shall not (a) include racial epithets, barbarisms, obscenities, names relating to any tobacco products, sexually-oriented businesses or enterprises or containing any overt political

reference (b) otherwise reasonably cause embarrassment or disparagement to City or (c) include the name of another political subdivision or Governmental Authority (collectively the “**Prohibited Messages**”). All revenues throughout the Term from such naming rights shall be shared between Tenant and City as follows:

- (i) The first \$50,000 of revenues shall be received and retained by Tenant; and
- (ii) All additional revenues shall be allocated fifty percent (50%) to Tenant and fifty percent (50%) to City.

Tenant shall pay any such revenues to City within five (5) Business Days after the receipt thereof or arrange for the naming sponsor to make such payment directly to City. Tenant and City agree that the marketing and sale of naming rights shall, unless otherwise agreed in writing by Tenant and City, be conducted by a professional sports marketing firm or other marketing firm with requisite experience in the marketing and sale of naming rights selected by the mutual agreement of the Representatives.

15.3 Tenant Sponsorships and Advertising. Tenant shall have the exclusive right to (a) all sponsorship revenues of every kind throughout the Term, and (b) sell, contract for, and retain all revenues throughout the Term from advertising, promotional, and pouring rights of every kind in, on or about the Ballpark, and to install permanent signage and displays related thereto in, on and about any portion of the Ballpark, including without limitation, Ballpark outfield fences and walls, structures erected above fences and walls, Ballpark façade, scoreboards, video boards, pedestrian walkway and concourse areas outside and inside the Ballpark and concession and catering areas and other areas within the Ballpark as determined by Tenant; provided that no such signage or displays shall include any Prohibited Messages.

15.4 Broadcasting Rights. Subject to the rights of MiLB and Major League Baseball, Tenant has the exclusive right to (a) all broadcasting or reports of Ballpark Events during the Term, including without limitation, radio, television, cable, internet and other media broadcasts, whether currently existing or developed during the Term, and (b) all revenues therefrom. Tenant has the right to exercise such right at such times and in such manner as it considers appropriate, as determined in Tenant’s sole discretion.

15.5 Premium Seating, Concessions and Merchandise. Subject to the provisions of Sections 3.7 and 3.8 hereof, Tenant, in addition to being entitled to retain all revenue generated by all Ballpark Events, has the exclusive right to contract for, market, sell and retain all revenue from the sale of and fees and payments associated with (i) all premium seating at the Ballpark (e.g., luxury suites, boxes and club seats), and (ii) Concessions and Merchandise at the Ballpark.

15.6 Concessions Requirements. Tenant covenants and agrees to meet, and require any third parties selling Concessions under a Concession Agreement to meet, the following requirements and standards with respect to Concessions during the Term:

(a) Tenant shall provide adequate, professional and first-class levels of Concessions service at the Ballpark for all Ballpark Events and City Sponsored Events at which Tenant has elected to sell Concessions.

(b) Tenant shall comply, and require any third parties selling Concessions under a Concession Agreement to comply, with all Applicable Laws and obtain all Governmental Authorizations necessary for the sale of Concessions.

(c) Tenant shall operate and maintain all Concession areas of the Ballpark and all Concessions equipment, fixtures and facilities in a neat, clean, sanitary and safe condition.

(d) Tenant shall provide fresh, sanitary and wholesome food and beverages meeting an excellent standard of quality and purity.

(e) Tenant shall sell beverages in paper or plastic cups or plastic bottles and not sell beverages in glass bottles; provided, that beverages may be sold in glass bottles in luxury suites, sky-boxes and other restricted access areas of the Ballpark if adequate measures are employed to prevent the removal of glass bottles from such areas to other areas of the Ballpark.

(f) Tenant shall, to the extent practicable, use biodegradable containers and packaging in connection with the sale of Concessions.

ARTICLE XVI.

COVENANTS, REPRESENTATIONS AND WARRANTIES OF TENANT AND CITY

16.1 Tenant Covenants. Tenant, and its successors or assigns, covenants that during the Term (or such shorter period as provided herein):

(a) Tenant shall assure that the Team plays all preseason, regular season and postseason home games at the Ballpark; provided that the Team shall be authorized to play no more than one (1) neutral site baseball home game each Baseball Season as directed and approved by NAPBL, EL, MiLB and/or the Commissioner of Major League Baseball, as applicable.

(b) Tenant shall use commercially reasonable efforts to ensure that the pricing of tickets for Team Ballpark Events will be in amounts that provide an affordable recreational activity in the City and provide attractive and meaningful programs designed to keep home games affordable for families in the City, including special programs for seniors and children during each year of the Term as well as an annual "Hartford" day providing free admission to residents of the City (with the scheduling thereof to be by mutual agreement of the City and the Team);

(c) Tenant shall endeavor to provide attractive and meaningful programs that are designed to promote baseball and baseball programs within the City, including clinics and instructional events, Team appearances and providing free admission to players and coaches involved in such baseball programs;

(d) As more particularly described in the Non-Relocation Agreement, Tenant shall not relocate the Team or the home territory of the Team outside of City limits of Hartford, Connecticut during the Term;

(e) The Team shall include the name “Hartford” as part of the Team’s name;

(f) At all times during the Term and in connection with any activity under this Agreement or with respect to the Ballpark, Tenant shall comply with the requirements of all Applicable Laws;

(g) At all times during the Term, Tenant shall obtain and maintain all Governmental Authorizations necessary for the use and occupancy of the Ballpark and the Ballpark Dedicated Parking in accordance with the terms of this Agreement;

(h) At all time during the Term, Tenant shall comply with, and any contractor under any Concession Agreement, Management Agreement, Merchandise Agreement or other similar agreement to comply with, all Applicable Laws, including City Ordinances; and

(i) At all times during the Term, Tenant shall (i) provide and maintain a charitable foundation dedicated to providing social, educational and scholarship opportunities for youth in the City and its surrounding communities in connection with the activities of the Team in a manner consistent with the activities of the Team’s existing foundation and (ii) provide and maintain community programs in conjunction with non-profit organizations located within the City and its surrounding communities in a manner consistent with the Team’s historic community outreach activities.

16.2 Tenant’s Representations and Warranties. As an inducement to City to enter into this Agreement, Tenant represents and warrants to City that notwithstanding anything herein to the contrary and as of the Effective Date:

(a) Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and qualified to do business in the State of Connecticut. The business which Tenant carries on and which it proposes to carry on may be conducted by Tenant. Tenant is duly authorized to conduct business as a limited liability company in the State of Connecticut and each other jurisdiction in which the nature of its properties or its activities requires such authorization.

(b) The execution, delivery and performance of this Agreement by Tenant are within Tenant’s powers, and have been duly authorized by all necessary action of Tenant.

(c) Neither the execution and delivery of this Agreement nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the organizational documents of Tenant nor any Applicable Laws to which Tenant is subject or any judgment, decree, license, order or permit applicable to Tenant, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of a lien upon any of the property or assets of Tenant pursuant

to the terms of, any indenture, mortgage, deed of trust, agreement or other instrument to which Tenant is a party or by which Tenant is bound, or to which Tenant is subject.

(d) No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the execution, delivery and performance by Tenant of this Agreement except as specified in Section 23.12 hereof.

(e) This Agreement is the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

(f) There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of Tenant, threatened against or affecting Tenant, which the management of Tenant in good faith believes that the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of Tenant under, this Agreement to perform their respective obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of Tenant or on the ability of Tenant to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Ballpark).

(g) Neither Tenant, any member of the Ownership Group, any Affiliate of Tenant nor any of their respective principals, owners, officers, employees or agents, or members of their immediate families, are officials, consultants or employees of City.

(h) Tenant is the owner of all rights (including associated franchise rights), title and interest in the Team and holds substantially all of the assets and Governmental Authorizations necessary for the operation of the Team and will continue to own such Team and assets throughout the Term unless transferred pursuant to the terms of Articles XII or XIII hereof. During the Term, Tenant shall take all necessary and appropriate actions to maintain membership of the Team in the EL.

(i) Tenant and the Ownership Group have been represented by independent legal counsel and have had an adequate opportunity to seek advice with respect to all matters of Applicable Law and City Ordinances, including, without limitation, those laws, ordinances and regulations concerning land use, development projects on City-owned land, leasing of property by the City to private businesses, training and employment of residents of the City, affirmative action, no-strike and labor peace agreements, payment of a living wage and other matters relating to City procurement and contracting procedures.

16.3 City Covenants. City, and its successors or assigns, covenants that during the Term:

(a) City shall not offer any financial incentives to or assist in establishing or locating any other professional baseball franchise within City. As used in this section “financial incentives” includes without limitation, cash payments, tax abatements, transferring interests in real estate or personal property, loans, guarantees, or any other form of financial accommodations.

The Parties agree that the above restrictions are necessary to allow this transaction to be economically viable for the Parties, and that without these restrictions, the Parties would not be able to accomplish the goal of bringing a Double A Minor League baseball franchise to City for the benefit of the public.

16.4 City’s Representations and Warranties. As an inducement to Tenant to enter into this Agreement, City represents and warrants to Tenant that notwithstanding anything herein to the contrary and as of the Effective Date:

(a) City is a municipal corporation duly formed and validly existing under the laws of the State of Connecticut, with all necessary power and authority to enter into this Agreement and to consummate the transactions herein contemplated;

(b) The execution, delivery and performance of this Agreement by City is within City’s powers, respectively, and have been duly authorized by all necessary action of City;

(c) Neither the execution and delivery of this Agreement nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene any Applicable Laws to which City is subject or any judgment, decree, license, order or permit applicable to City;

(d) Upon the execution of this Agreement by City, City will have caused all governmental proceedings required to be taken by or on behalf of City to authorize City to make and deliver this Agreement and to perform the covenants, obligations and agreements of City hereunder;

(e) This Agreement is the legal, valid and binding obligation of City, enforceable against City in accordance with its terms, except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time; and

(f) There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of City, threatened against or affecting City, of which City in good faith believes that the outcome would materially and adversely affect the validity or enforceability of, or the authority of City under, this Agreement to perform its obligations under this Agreement.

16.5 Governmental Rule. No Approvals by City or City Representative under this Agreement shall relieve or release Tenant from any Applicable Laws or City Ordinances relating

to the operation of the Ballpark (including Applicable Laws that are procedural, as well as or rather than, substantive in nature). The Approval by City or City Representative of any matter submitted to City or City Representative pursuant to this Agreement, which matter is specifically provided herein to be Approved by City or City Representative shall not constitute a replacement or substitute for, or otherwise excuse Tenant from, such permitting, licensing or approval processes under Applicable Laws; and, conversely, no permit or license so obtained shall constitute a replacement or substitute for, or otherwise excuse Tenant from, any requirement hereunder for the Approval of City or City Representative.

ARTICLE XVII. QUIET ENJOYMENT

City covenants that, subject to the terms and conditions of this Agreement, Tenant shall peaceably and quietly have, hold and enjoy the Leasehold Estate and have the right to use the Leasehold Estate in accordance with the terms hereof during the Term. City represents that as of the Effective Date there are no, and as of the Commencement Date there will be no, Liens, judgments or claims to the Ballpark and/or Ballpark Dedicated Parking that will affect Tenant's right to occupy and enjoy the Ballpark and/or Ballpark Dedicated Parking except for those utility easements and other matters listed in Exhibit A attached hereto.

ARTICLE XVIII. GENERAL PROVISIONS

18.1 Leasehold Mortgages Prohibited. Neither Tenant nor any of its successors or assigns shall have the right to grant a Leasehold Mortgage.

18.2 No Broker's Fees or Commissions. Each Party hereto hereby represents to the other Parties hereto that such Party has not created any liability for any broker's fee, broker's or agent's commission, finder's fee or other fee or commission in connection with this Agreement.

18.3 Council Approval. Notwithstanding anything to the contrary set forth in this Agreement, Tenant recognizes and agrees that any contracts or agreements, or amendments thereto, contemplated to be entered into by City under the terms of this Agreement which are entered into after the date of this Agreement will be subject to the prior Approval of the City Council, but not Approvals and confirmations expressly permitted in this Agreement to be given by City Representative.

18.4 Recording of Notice of Lease. Tenant may file of record a Notice of Lease in the form attached hereto as Exhibit E in the Land Records of Hartford, Connecticut upon the Commencement Date. Upon the Lease Expiration Date, Tenant shall execute such instruments reasonably requested by City in recordable form which are sufficient to release of record any rights or interests of Tenant in and to the Ballpark or the Leasehold Estate. In this connection, Tenant irrevocably and unconditionally appoints City as its attorney-in-fact, coupled with an interest, which appointment shall survive the bankruptcy, insolvency or other legal disability of Tenant, to take all actions necessary to perform Tenant's obligations under this Section 18.4.

18.5 Compliance with Applicable Laws and Permitted Exceptions. As to all obligations of Tenant contained herein, Tenant shall, (a) throughout the Term and within the time periods permitted by Applicable Law, comply or cause compliance with all Applicable Laws applicable to the Ballpark and the Ballpark Dedicated Parking, including any applicable to the manner of use or the maintenance, repair or condition of the Ballpark or the Ballpark Dedicated Parking or any activities or operations conducted in or about the Ballpark or the Ballpark Dedicated Parking and (b) throughout the Term, comply or cause compliance with the Permitted Exceptions, but with respect to each of the foregoing, Tenant shall not be responsible for any failure to comply with Applicable Law or the Permitted Exceptions to the extent caused by City or its Affiliates. Tenant shall, however, have the right to contest the validity or application of any Applicable Law, and if Tenant promptly contests and if compliance therewith may legally be held in abeyance during such contest, Tenant may postpone compliance until the final determination of such contest, *provided* that such contest is prosecuted with due diligence and that Tenant shall not so postpone compliance therewith in such a manner as to, or if doing so would (i) impair the structural integrity of the Ballpark or the Ballpark Dedicated Parking, (ii) during such contest, subject City to any fine or penalty or to prosecution for a criminal act, or expose City to any civil liability or (iii) cause the Ballpark or the Ballpark Dedicated Parking to be condemned or vacated; provided that a Lien against the Ballpark or the Ballpark Dedicated Parking shall not be imposed by reason of such noncompliance. Tenant shall give City reasonable notice (which in no event shall be less than thirty (30) days) of its intent to carry on such contest, specifying the Applicable Law that Tenant proposes to contest, the name of counsel representing Tenant in such contest and the Excusable Tenant Delay, if any, that such contest will cause in any repair, alteration or improvement of the Ballpark or the Ballpark Dedicated Parking.

18.6 No City Obligations. Except for costs that City has specifically agreed to pay pursuant to the express terms of this Agreement, (i) City shall not be required to make any expenditure, incur any obligation or incur any liability of any kind whatsoever in connection with this Agreement, the Ballpark or the Ballpark Dedicated Parking and (ii) it is expressly understood and agreed that this is a completely net lease intended to assure City the Rent herein reserved on an absolutely net basis, except as otherwise provided in this Agreement.

18.7 Tenant's Obligations for Payment of Rent; No Termination. Except as otherwise expressly provided in this Agreement, no happening, event, occurrence or situation during the Term, whether foreseen or unforeseen and howsoever extraordinary or beyond the contemplation of the Parties, shall relieve Tenant from its liabilities to pay Rent or the amounts of any other of its obligations under this Agreement or permit Tenant to terminate this Agreement.

18.8 Access to Ballpark and Ballpark Dedicated Parking by City. Without limiting City's rights with respect to the Reservations, City shall have the right of access and entry, without charges or fees and with reasonable notice to Tenant, for itself and its authorized representatives, to the Ballpark and the Ballpark Dedicated Parking at all times, for the purposes of (a) assuring compliance by Tenant with its obligations under this Agreement, including, without limitation, its obligations with respect to Routine Maintenance (b) performing or undertaking any rights or obligations of City under this Agreement and (c) showing the Ballpark and the Ballpark Dedicated Parking to prospective tenants during the last twelve (12) months of the Term; *provided, however*, that in all instances such access and entry shall be conducted in a

manner so as to minimize interference with Tenant's use and operation of the Ballpark and the Ballpark Dedicated Parking then being conducted by Tenant pursuant to the terms of this Agreement.

ARTICLE XIX. SURRENDER OF POSSESSION; HOLDING OVER

19.1 Surrender of Possession. Tenant shall, on or before the Lease Expiration Date, peaceably and quietly leave, surrender and yield up to City the Ballpark and the Ballpark Dedicated Parking free of subtenancies (including any Subtenants), and in a clean condition and free of debris or as otherwise provided for in this Agreement, subject to the terms of Article X hereof.

19.2 Removal of Tenant's Personal Property.

(a) *Tenant's Obligation to Remove.* All Tenant's Personal Property installed, placed or used in the operation of the Ballpark throughout the Term shall be deemed to be the property of Tenant. All such Tenant's Personal Property shall be removed by Tenant within thirty (30) calendar days after the Lease Expiration Date, provided that Tenant shall promptly repair any damage to the Ballpark and the Ballpark Dedicated Parking caused by such removal.

(b) *City's Right to Remove.* Any Tenant's Personal Property which shall remain in the Ballpark and the Ballpark Dedicated Parking for thirty (30) days after the Lease Expiration Date may, at the option of City, be deemed to have been abandoned by Tenant and either may be retained by City as its Property or be disposed of, without accountability, in such manner as City Representative may determine necessary, desirable or appropriate, and Tenant, upon demand, shall pay the reasonable cost of such disposal, together with interest thereon at the Default Rate from the date such costs were incurred until reimbursed by Tenant, together with reasonable outside counsel's fees, charges and costs.

19.3 Holding Over. In the case of any holding over or possession by Tenant after the Lease Expiration Date without the Approval of City, Tenant shall pay City rent at one hundred fifty percent (150%) of the Rent that would have been applicable during such period of time had this Agreement been in effect. Further, in the event Tenant shall hold over beyond any date for surrender of the Ballpark and the Ballpark Dedicated Parking set forth in City's written notice demanding possession thereof, Tenant shall reimburse City for all actual expenses and losses incurred by City by reason of City's inability to deliver possession of the Ballpark to a successor tenant, together with interest on such expenses and losses at the Default Rate from the date such expenses are incurred until reimbursed by Tenant, together with City's reasonable outside counsel's fees, charges and costs. The acceptance of Rent under this Section 19.3 by City shall not constitute an extension of the Term of this Agreement or afford Tenant any right to possession of the Ballpark and the Ballpark Dedicated Parking beyond any date through which such Rent shall have been paid by Tenant and accepted by City. Such Rent shall be due to City for the period of such holding over, whether or not City is seeking to evict Tenant; and, unless City otherwise then agrees in writing, such holding over shall be, and shall be deemed and construed to

be, without the Approval of City, whether or not City has accepted any sum due pursuant to this Section 19.3.

ARTICLE XX. FORCE MAJEURE EVENT AND EFFECT OF DELAYS

20.1 Excusable Tenant Delay. Regardless of the existence or absence of references to Excusable Tenant Delay elsewhere in this Agreement, any deadline or time period within which Tenant must fulfill the obligations of Tenant elsewhere in this Agreement shall each be adjusted as appropriate to include that number of days of delay in the performance by Tenant of its obligations hereunder actually resulting from such Excusable Tenant Delay, unless otherwise expressly provided in this Agreement to the contrary; *provided* that (i) the obligation to pay Rent as and when due pursuant to the terms of this Agreement is not subject to adjustment or extension due to Excusable Tenant Delay unless otherwise expressly provided herein to the contrary and (ii) Tenant complies with the requirements of this Article XX.

With respect to each occurrence of Excusable Tenant Delay, Tenant shall, within fifteen (15) days of Tenant's knowledge of the occurrence of such event of Excusable Tenant Delay, give written notice to Representative of the event constituting Excusable Tenant Delay, Tenant's good faith estimate of the Excusable Tenant Delay Period resulting therefrom and the basis therefor, Tenant's good faith estimate of any adjustment resulting therefrom that is to be made to the time for performance, together with reasonable documentation supporting the adjustments proposed. If City Representative believes that the documentation supplied is not sufficient to justify the delay claimed or adjustments proposed, City Representative shall give written notice to Tenant of the claimed deficiency and Tenant shall have a reasonable period of time to more fully document the delay and adjustments claimed. Only one (1) notice from Tenant shall be required with respect to a continuing Excusable Tenant Delay, except that Tenant shall promptly (and in no event less often than every thirty (30) days) give notice to City Representative of any further changes in the additional time for performance claimed by reason of the continuing delay. City Representative shall have the right to challenge Tenant's assertion of the occurrence of an Excusable Tenant Delay, Tenant's good faith estimate of the Excusable Tenant Delay Period or changes in the additional time for performance claimed by reason of the Excusable Tenant Delay if City Representative sends notice to Tenant within thirty (30) days after receipt by City Representative of such claim of Excusable Tenant Delay or notice from Tenant of further changes to such dates as a result of such usable Tenant Delay, as the case may be (which challenge shall be deemed to have been made if City Representative gives notice to Tenant of any claimed deficiency in documentation as provided for above in this Section 20.1).

20.2 Excusable City Delay. Regardless of the existence or absence of references to Excusable City Delay elsewhere in this Agreement, any deadline or time period within which City must fulfill the obligations of City in this Agreement shall each be adjusted as appropriate to include that number of days of delay in the performance by City of its Obligations hereunder actually resulting from such Excusable City Delay; *provided* that (i) the obligation to pay amounts when due pursuant to the terms of this Agreement is not subject to adjustment or extension due to Excusable City Delay unless otherwise expressly provided herein to the contrary and (ii) the City complies with the requirements of this Article XX.

With respect to each occurrence of Excusable City Delay, City Representative shall, within fifteen (15) Business Days after City's knowledge of the occurrence of such event of Excusable City Delay, give notice to Tenant of the event constituting Excusable City Delay, City Representative's good faith estimate of the Excusable City delay period resulting therefrom and the basis therefor, City representative's good faith estimate of any adjustment resulting therefrom that is to be made in time for performance, together with reasonable documentation supporting the adjustments proposed. If Tenant believes that the documentation supplied is not sufficient to justify the delay claimed or adjustment proposed, Tenant shall give notice to City Representative of the claimed deficiency and City Representative shall have a reasonable period of time to more fully document the delay and adjustments claimed. Only one (1) notice from City Representative shall be required with respect to a continuing Excusable City Delay, except that City representative shall promptly (and in no event less often than every thirty (30) days) give notice to City Representative of any further changes in the additional time for performance claimed by reason of the continuing delay. Tenant's Representative shall have the right to challenge City's assertion of the occurrence of an Excusable City Delay, or City Representative's good faith estimate of the Excusable City Delay Period, or changes in the additional time for performance claimed by reason of Excusable City Delay if Tenant gives notice to City Representative within thirty (30) days after receipt by Tenant of such claim of Excusable City Delay or notice from City Representative of further changes to such dates as a result of such Excusable City Delay, as the case may be (which challenge shall be deemed to have been made if Tenant gives notice to City Representative of any claimed deficiency in documentation as provided for above in this Section 20.2).

20.3 Continued Performance; Exceptions. Upon the occurrence of any Tenant delay or City delay, the Parties shall endeavor to continue to perform their obligations under this Agreement so far as reasonably practicable. Toward that end, Tenant and City each hereby agrees that it shall make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any Tenant delay or City delay occasioned by an Excusable Tenant Delay or Excusable City Delay, and shall diligently and continuously use its commercially reasonable efforts to ensure resumption of performance of its obligations under this Agreement after the occurrence of any Excusable Tenant Delay or Excusable City Delay. The Parties shall use and continue to use all commercially reasonable efforts to prevent, avoid, overcome and minimize any City delay or Tenant delay.

ARTICLE XXI. ENVIRONMENTAL PROVISIONS

21.1 Remedial Work and Hazardous Materials. From and after the Commencement Date, Tenant shall be responsible for performing or causing to be performed, and for paying the cost of performing, any and all corrective or remedial actions (including all investigation, monitoring, etc.) required by Applicable Law to be performed with respect to any Environmental Event at, in, on or under the Ballpark and the Ballpark Dedicated Parking occurring from and after the Commencement Date and arising from Tenant's operation of the Ballpark or Ballpark Dedicated Parking ("**Tenant's Remedial Work**"). City shall be responsible for performing or causing to be performed, and for paying the cost of performing, any and all corrective or remedial

actions (including all investigation, monitoring, etc.) required by Applicable Law to be performed with respect to any Environmental Event at, in, on or under the Ballpark or the Ballpark Dedicated Parking which are not attributable to Tenant's operation of the Ballpark or Ballpark Dedicated Parking ("**City's Remedial Work**"). Prior to undertaking any Tenant's Remedial Work, Tenant shall obtain the Approval of City Representative of the steps Tenant proposes to take with respect to any Tenant's Remedial Work and Tenant shall select, subject to the Approval of City Representative, an independent environmental consultant or engineer to oversee Tenant's Remedial Work. Regulated wastes, such as asbestos and industrial wastes shall be properly characterized, manifested and disposed of at an authorized facility. Tenant shall not cause or permit any Hazardous Materials to be generated, used, released, stored or disposed of in or about the Ballpark or the Ballpark Dedicated Parking; *provided, however* that Tenant and its Related Parties may use, store and dispose of reasonable quantities of Hazardous Materials at the Ballpark as may be reasonably necessary for Tenant to operate from the Ballpark pursuant to the terms of this Agreement so long as such Hazardous Materials are commonly used, or permitted to be used, by reasonable and prudent Operators in similar circumstances and are stored and disposed of in accordance with industry standards, but in all events in compliance with Environmental Laws. Upon the Lease Expiration Date, Tenant shall surrender the Ballpark to City in the condition required by Tenant's Remedial Work and in compliance with Applicable Laws. During the Term, Tenant shall give City immediate oral and follow-up written notice within seventy-two (72) hours of any actual or threatened Environmental Event. Tenant shall cure such Environmental Event (provided same is the responsibility of Tenant to cure in accordance with the provisions of this Section 21.1) in accordance with all Environmental Laws to the reasonable satisfaction of City and any Governmental Authority and such cure shall be deemed part of Tenant's Remedial Work. Upon any Environmental Event, in addition to all other rights available to City under this Agreement, at law or in equity, City shall have the right, but not the obligation, at its option (i) to require Tenant, at its sole cost and expense, to address and remedy such Environmental Event, in which event City shall have the right to Approve any actions taken by Tenant to address and remedy the Environmental Event or (ii) if Tenant has failed to commence action to address and remedy the Environmental Event within a reasonable time after notice is given to City, and such failure continues for thirty (30) days after written notice thereof from City to Tenant, to perform, at Tenant's sole cost and expense, any lawful action necessary to address and remedy the same, in which event Tenant shall pay the costs thereof to City, together with interest thereon at the Default Rate until paid, within ten (10) days after written demand therefor.

21.2 Tenant Release. WITHOUT LIMITING TENANT'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, TENANT HEREBY RELEASES CITY AND ITS AFFILIATES AND RELATED PARTIES FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, OBLIGATIONS, COSTS AND/OR EXPENSES THAT TENANT MAY HAVE WITH RESPECT TO THE BALLPARK OR THE BALLPARK DEDICATED PARKING AND RESULTING FROM, ARISING UNDER OR RELATED TO ANY ENVIRONMENTAL EVENT WITHIN THE SCOPE OF TENANT'S REMEDIAL WORK, INCLUDING ANY SUCH CLAIM UNDER ANY ENVIRONMENTAL LAWS, WHETHER UNDER ANY THEORY OF STRICT LIABILITY OR THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION

AND LIABILITY ACT OF 1980, AS AMENDED, 42 U.S.C.A. § 9601, ET. SEQ., AND TITLE 22a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED.

21.3 City Release. WITHOUT LIMITING CITY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, CITY HEREBY RELEASES TENANT AND ITS AFFILIATES AND RELATED PARTIES FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, OBLIGATIONS, COSTS AND/OR EXPENSES THAT CITY MAY HAVE WITH RESPECT TO THE BALLPARK OR THE BALLPARK DEDICATED PARKING AND RESULTING FROM, ARISING UNDER OR RELATED TO ANY ENVIRONMENTAL EVENT WITHIN THE SCOPE OF CITY'S REMEDIAL WORK, INCLUDING ANY SUCH CLAIM UNDER ANY ENVIRONMENTAL LAWS, WHETHER UNDER ANY THEORY OF STRICT LIABILITY OR THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, 42 U.S.C.A. § 9601, ET. SEQ., AND TITLE 22a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED.

**ARTICLE XXII.
NOTICES**

All notices permitted or required to be made hereunder shall be in writing and delivered by hand, overnight courier, certified mail, facsimile or e-mail. Notices shall be deemed given (a) when actually given and received if delivered by hand; (b) one (1) Business Day after delivery to an overnight courier if delivered by an overnight courier; (c) three (3) Business Days after deposit with the United States Postal Service if delivered by certified mail; or (d) when sent if delivered by facsimile or e-mail (as evidenced by facsimile or e-mail confirmation). All such notices shall be addressed to the appropriate Party as follows:

If to City:

All notices to City shall be sent to:

The City of Hartford
550 Main Street
Hartford, CT 06103
Attention: Corporation Counsel

with copies of all notices to City relating to defaults, remedies or indemnification being sent to:

The City of Hartford
Department of Development Services
Division of Economic Development
250 Constitution Plaza, 4th floor
Hartford, Connecticut 06103
Attention: Director

If to Tenant:

All notices to the Tenant shall be sent to:

Connecticut Double Play LLC
In care of The DSF Group
950 Winter Street
Suite 4300
Waltham, Massachusetts 02451
Attention: Joshua Solomon

with copies of all notices to Tenant relating to defaults, remedies or indemnification being sent to:

Matthew D. Newman, Esq.
Willinger, Willinger & Bucci, P.C.
855 Main Street
Bridgeport, CT 06604

Each Party may from time to time designate a different address for notices by giving notice to that effect to the other Parties in accordance with the terms and conditions of this Article XXII.

**ARTICLE XXIII.
MISCELLANEOUS**

23.1 Partial Invalidity. If any Section of this Agreement or its application to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such Section to persons or circumstances, other than those as to which it is so determined invalid or enforceable to any extent, shall not be affected thereby, and each Section hereof shall be valid and enforceable to the fullest extent permitted by law.

23.2 Obligations of City and Tenant. The obligations and undertakings of City and Tenant under or in accordance with this Agreement are and shall be the obligations solely of City and Tenant. Except as otherwise expressly stated herein, no recourse shall be had, whether in

contract, in tort or otherwise against any officer, director, employee, agent, member, volunteer or representative of City or Tenant in his or her individual capacity on account of any obligation or undertaking of or any act or omission by City or Tenant under or pursuant to this Agreement.

23.3 Time of the Essence. Time is of the essence with respect to all Sections of this Agreement.

23.4 Successors and Assigns. This Agreement and all terms and conditions contained herein shall inure to the benefit and be binding upon the successors and permitted assigns of the Parties.

23.5 Entire Agreement. This Agreement (including all exhibits attached hereto), together with the Development Agreement and the Non-Relocation Agreement, constitute the entire and exclusive agreement between City and Tenant with respect to the subject matter contained herein. There are no restrictions, promises, obligations or undertakings between the Parties, other than those set forth or referred to in this Agreement with respect to the subject matter hereof.

23.6 Table of Contents; Headings; Exhibits. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions of this Agreement. All Appendices and Exhibits attached to this Agreement are incorporated herein by reference in their entirety and made a part hereof for all purposes; *provided, however*, that in the event of a conflict between the terms of the text of this Agreement and any Appendices or Exhibits, the text of this Agreement shall control.

23.7 Anti-Discrimination. In accordance with Applicable Laws, the Parties, in forming their respective obligations hereunder will not discriminate based on religion, national origin, alienage, color, race, sex, gender identity or expression, sexual orientation, blindness or physical disability.

23.8 Non-Appropriation. Notwithstanding any other provision of this Agreement, City's obligation to pay any money to Tenant under this Agreement is contingent upon an Appropriation of the money by the City Council. City's failure to make an Appropriation is not a Default under this Agreement, but Tenant, as its sole and exclusive remedies for such failure, may terminate this Agreement as a result thereof.

23.9 Attorney's Fees. If any Party to this Agreement defaults in the performance of any covenants, obligations or agreements of such Party contained in this Agreement and the other Party hereto places the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy therein provided for such default, in the hands of an attorney who files suit upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is

separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

23.10 Nondisturbance. It is understood by the Parties that City has obtained or anticipates obtaining financing for the construction costs for the Ballpark and other related City expenses. City agrees that the Leasehold Estate shall not be disturbed by any creditors, bondholders, underwriters, trustees or other third parties related to the financing during the Term, except upon the occurrence of a Tenant Default.

23.11 Confidentiality and FOIA. Disclosure of the terms of this Agreement will be governed by the Chapter 14 of the Connecticut General Statutes (as amended, “**FOIA**”) City shall maintain the confidentiality of any proprietary information, trade secrets or other confidential materials delivered to it pursuant to this Agreement and designated as confidential by the delivering Party (the “**Confidential Information**”) in accordance with FOIA; provided, however, that Tenant will need to assert the basis for any such exclusion from disclosure under FOIA before the Connecticut Freedom of Information Commission if City receives a freedom of information. If any of the Team or its Ownership Group (the “Team Parties”) believes that any of the Confidential Information is exempt from disclosure under FOIA, they shall specifically identify the Confidential Information as to which the exemption is claimed prior to providing such Confidential Information to the City. Any such claim of exemption shall not be a limitation on the right of the Team Parties to claim exemption for additional or different documents or information at a later time. If any such information forms part of a document that also contains non-exempt information, and if a request for disclosure is made under FOIA which reasonably could be viewed as reaching such documents, then the Team Parties shall provide to the City a version thereof from which the Confidential Information that is claimed to be exempt from disclosure has been redacted in order to facilitate the City’s response to such request. If the City receives a request under FOIA with respect to any of the Confidential Information, and the City does not intend to withhold such Confidential Information from disclosure, the City shall (unless prohibited by law or court or other order) promptly notify the Team Parties of such request so that the Team Parties may seek a protective order or other remedy. If any of the Confidential Information is withheld by the City in response to a public records request, and an appeal is filed with the Freedom of Information Commission (the “Commission”) or in any other forum, the Team Parties agree that: (i) the City shall not be obligated to appear before the Commission on the Team Parties’ behalf to assert that any such Confidential Information is exempt from disclosure under FOIA; and (ii) the Team Parties shall defend the applicability of any exemption from disclosure at their sole cost and expense. The City will not object to any motion made by the Team Parties to intervene in any such appeal in order to directly assert such exemption. If the Confidential Information which is the subject to any such appeal is part of a document that also contains (or is determined to contain) non-exempt information, and the Team Parties did not provide the City with a redacted version (or any such redacted version requires correction), the Team Parties shall promptly provide a redacted (or corrected) version in order to permit the City to comply with the final and unappealable decision of the Freedom of Information Commission or other reviewing court or tribunal with respect to such appeal.

23.12 Review by NAPBL, EL and/or MLB. The Parties acknowledge and agree that one or more of the NAPBL, EL and the Commissioner of Major League Baseball may be

required or permitted, pursuant to the Team's franchise agreement or related agreements, constitutions, bylaws, rules or regulations to review and approve this Agreement. To the extent one or more of such parties has the right to approve this Agreement (or any provision thereof), Tenant shall promptly and diligently pursue such approval. 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 NAPBL, 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 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. In the event any such third party exercises or threatens to exercise any right it may have to withhold its approval of this Agreement, or asserts after initial approval of this Agreement that the adoption of any amendment to the baseball rules and regulations requires that this Agreement be amended or preempts an express term of this Agreement, then City and Tenant shall use commercially reasonable efforts to cooperate in good faith with such third party(s) to amend this Agreement as may be necessary to obtain such approval. If, despite the Parties' cooperation and commercially reasonable efforts, the Parties are not able to amend the Agreement as required to obtain initial approval from the NAPBL, EL and/or the Commissioner of Major League Baseball, as set forth above, then this Agreement shall be rescinded. Any such initial approval shall be obtained prior to commencement of construction of the Ballpark. Anything to the contrary contained in this Section 23.12 notwithstanding, the City may rely on the approval by each of NAPBL, EL and the Commissioner of Major League Baseball as conclusive evidence of the conformity of this Agreement with such of the baseball rules and regulations as are issued by the respective authorities on the date of such approval; and *provided, however*, that any amendments of such baseball rules and regulations after the date(s) of the respective approvals (I) shall not be materially more onerous for the Ballpark to comply with because of its location and dimensions than is the case with MiLB stadiums generally and (II) do not (a) violate applicable federal or state laws, (b) purport to change the length of the Term, to reduce sums of money payable by the Team Parties to the City or to excuse the performance of any material Tenant obligation, (c) require the City to expend funds (including funds from the Capital Improvements Reserve Fund) or to incur liabilities in excess of the expenditures and liabilities provided for herein unless adequate provision is made for the reimbursement or indemnification of the City by the Team Parties, (d) require the City to violate the provisions of any indenture or other agreement concerning borrowed or grant funds used to construct or operate the Ballpark, (e) materially impair the availability of the Ballpark for City Events as defined herein, (f) restrict the City's exercise of its governmental powers, including those contained in its ordinances concerning contracting and employment or (g) prevent the City's obtaining, or make materially more expensive, the insurance coverages contemplated herein to be obtained by the City with respect to the Ballpark, and *further provided* that the City shall be given copies of each such amendment, and the text of any proposed amendment, contemporaneously with the giving of official notice to the Tenant of their adoption or proposal, as the case may be. Tenant agrees to obtain and deliver to City, within thirty (30) days of the City's written request to Tenant therefor, true and accurate copies of the complete set of documents constituting the baseball rules and regulations as in effect on the date of such written request.

23.13 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument.

23.14 Governing Law. **THIS AGREEMENT AND THE ACTIONS OF THE PARTIES SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (EXCLUDING PRINCIPLES OF CONFLICT OF LAWS).** In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Connecticut or any Federal court whose jurisdiction includes Hartford, Connecticut.

23.15 Limitation to Capacity as City. The Parties acknowledge that all references to “City” herein (which, for the purposes of this provision, shall be deemed to include any references in this Agreement to City as the landlord and owner of the fee or other real property interest in the Ballpark and Ballpark Dedicated Parking) shall refer only to City in its capacity as City under this Agreement. The term “City” and the duties and rights assigned to it under this Agreement, thus exclude any action, omission or duty of City of Hartford, Connecticut when performing its Governmental Functions. Any action, omission or circumstance arising out of the performance of City’s Governmental Functions may prevent City from performing its obligations under this Agreement and shall not cause or constitute a default by City under this Agreement or give rise to any rights or claims against City in its capacity as the “City” hereunder, it being acknowledged that Tenant’s remedies for any injury, damage or other claim resulting from any such action, omission or circumstances arising out of City’s Governmental Functions shall be governed by the laws and regulations concerning claims against City as a Governmental Authority. In addition, except as otherwise expressly provided herein, no setoff, reduction, withhold, deduction or recoupment shall be made in or against any payment due by Tenant to City under this Agreement as a result of any action or omission of City when performing its Governmental Function.

23.16 Capacity of Persons Acting on Behalf of City. Notwithstanding anything to the contrary in this Agreement, all references in this Agreement to employees, agents, representatives, contractors and the like of City shall refer only to Persons acting in City’s capacity as the “City” hereunder and thus all such references specifically exclude any employees, agents, representatives, contractors and the like acting in connection with the performance of City’s Governmental Functions. Without limiting the foregoing, all police, fire, permitting, regulatory, water and power, health and safety and sanitation employees of City shall be deemed to be acting in connection with the performance of City’s Governmental Functions.

23.17 No Limitation on City’s Governmental Functions. The Parties acknowledge that City is a Governmental Authority in addition to being the owner of the Ballpark, and that no representation, warranty, Approval or agreement in this Agreement by City shall be binding upon, constitute a waiver by or estop City from exercising any of its rights, powers or duties in connection with its Governmental Functions nor will any portion of this Agreement be deemed to waive any immunities granted to City when performing its Governmental Functions, which are provided under Applicable Law. Notwithstanding anything to the contrary set forth in this Agreement, the City acknowledges that City, in entering into and performing its contractual obligations to Tenant under this Agreement, is performing a proprietary function. Any consent to

jurisdiction by City is only with respect to matters arising in its capacity as a Party to this Agreement and expressly does not constitute a waiver of City's legal immunity or a consent to jurisdiction for any actions, omissions or circumstances, in each case solely arising out of the performance of City's Governmental Functions.

23.18 Non-Liability of City's Officials and Tenant's Employees. No member of any legislative, executive, or administrative body of, or affiliated with, City or its Affiliates, and no official, agent, employee or representative of City or such body or any of its Affiliates (whether acting in the performance of City's Governmental Functions or otherwise) shall be personally liable to Tenant or any Person holding by, through or under Tenant, for any actions taken in his or her capacity as an official, agent, employee or representative of such Person in the event of any default or breach by City, or for any amount which may become due to Tenant or any Person holding by, through or under Tenant, or for any other obligation, under or by reason of this Agreement. No officer, director, shareholder, member, agent, employee or representative of Tenant or its Affiliates shall be personally liable to City or any Person holding by, through or under City, for any actions taken in his or her capacity as an officer, director, shareholder, agent, employee or representative of such Person in the event of any default or breach by Tenant, or for any amount which may become due to City or any Person holding by, through or under City, or for any other obligation, under or by reason of this Agreement.

23.19 Payment on Business Days. If any payment under this Agreement is required to be made on a day other than a Business Day, the date of payment shall be extended to the next Business Day.

23.20 Joint and Several Liability. If Tenant at any time comprises more than one Person, all such Persons shall be jointly and severally liable for payment of Rent and for performance of every obligation of Tenant under this Agreement.

23.21 Relationship of the Parties; No Partnership. The relationship of Tenant and City under this Agreement is that of independent parties, each acting in its own best interests, and notwithstanding anything in this Agreement to the contrary, neither the obligation to pay City any amounts due hereunder nor any other aspect of this Agreement shall create or evidence, nor is it intended to create or evidence, a partnership, joint venture or other business relationship or enterprise between Tenant and City. As such, City shall have no direct supervision of or obligation to the employees of Tenant and any communication of employee matters shall be through Tenant Representative.

23.22 Non-Merger of Estates. The interests of City and Tenant in the Ballpark shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Agreement or the Leasehold Estate created hereby, or any interest therein, may be held directly or indirectly by or for the account of the Person who shall own the fee title to the Ballpark or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all Persons at the time having any interest in the Ballpark shall join in the execution of a written instrument effecting such merger of estates.

23.23 Covenants Running with the Estates in Land. The Parties covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Agreement, except as otherwise expressly stated herein, shall be construed as covenants running with title to the Ballpark, the Ballpark Dedicated Parking and the Leasehold Estate, respectively, which shall extend to, inure to the benefit of and bind, City and Tenant, and their permitted successors and assigns, to the same extent as if such successors and assigns were named as original parties to this Agreement, such that this Agreement shall always bind the owner and holder of any fee or leasehold interest in or to the Ballpark, the Ballpark Dedicated Parking or any portion thereof, and shall bind predecessors thereof except as otherwise expressly provided herein.

23.24 Audits. The books and records of each Party pertaining to any obligation of such Party under the terms of this Agreement shall be available for the purpose of the other Parties undertaking reasonable examinations, from time to time, upon reasonable notice; provided however, that (a) any Confidential Information reviewed as a part of such examination shall be reviewed in such a manner such that it remains confidential and (b) City shall have no right to examine any financial information of Tenant which does not directly relate to Ticket Fees. The Parties' respective rights to examine such books and records shall survive termination of this Agreement for a period of one year past the Lease Expiration Date.

23.25 Survival of Existing Claims. Termination of this Agreement shall not alter any existing claim of any Party for breaches of this Agreement occurring prior to such termination and the obligations of the Parties hereto with respect to such existing claims shall survive termination.

[Signatures and acknowledgements appear on following pages]

[Signature Page to Lease Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF HARTFORD

By: _____

Name: Pedro E. Segarra

Its Mayor

Date:

CONNECTICUT DOUBLE PLAY, LLC

By: _____

Name:

Its

Date:

EXHIBIT A

LEGAL DESCRIPTION

See Attached

[Ballpark and Ballpark Dedicated Parking Areas]

EXHIBIT B

SCHEDULE OF REPAIR/MAINTENANCE/REPLACEMENT RESPONSIBILITY

**ASSIGNMENT OF RESPONSIBILITIES FOR THE
REPLACEMENT/REPAIR/MAINTENANCE OF SPECIFIC ITEMS**

ITEM	CITY	TENANT
Structure		
Structural steel and concrete components	M,R	
Roofs	M, R	
Water Sealing	M,R	
Window and Doors	R	M,1
Blacktop (including all parking areas and access areas, and all paving and striping)	M,R	2
Stadium Systems		M,3
Plumbing	R	M
Electrical	R	M
HVAC	R	M
Security and fire monitoring system	R	M
Generator	R	M
Lighting (excluding field lighting)	R	M
Emergency lighting	R	M
Escalators and elevators	R	M
Scoreboard	R	M
Other electronic signage		M,R
Playing Field		
Preparation for games		M,R
Grass cutting		M,R
Sod fertilizing, watering, repair and replacement	R	M
Field drainage system	R	M
Field irrigation system	R	M
Foul ball screen, backstop	R	M
Dugouts	R	M
Bullpens	R	M
Outfield fence	R	M
Field lightings	R	M
Baseball equipment		M, R
Hitting screens		
Tarps		
Batting cages,		
Portable backstops		
Signage and communications		
Scoreboard	R	M
Fixed Marketing Signage		M, R
Electronic Marketing Signage		M, R
Wayfinding Signage	R	M
Public Address System	R	M
Electronic Message Center	R	M
Telephone	R	M

Internet	R	M
WiFi	R	M
Suites equipment and furnishings		M, R
Press Box equipment and furnishings		M, R
Offices equipment and furnishings		M, R
Clubhouses and Umpire room equipment and furnishings		M, R
Concessions equipment and furnishings	M, R, 4	
Venue Area	R	M
Marketing inventory		M,R
Other		
Seats, bleachers	R	M
Cupholders	R	M
Bathrooms	R	M

Key

M=Maintenance and repair responsibility, including cleaning and trash removal but excluding, in the case of City, snow removal, which shall be responsibility of Tenant

R= Capital replacement responsibility; excluding in the case of the City, all items that constitute marketing inventory, e.g., naming on cupholders

1 includes window cleaning

2 excludes snow removal which shall be responsibility of Tenant

3 includes pest control and annual inspections

4 excludes concession equipment and furnishings provided by concessionaires under any Concessions Agreement or otherwise

EXHIBIT C

**DEPICTIONS OF
OFFSITE PARKING**

EXHIBIT D

**DEPICTIONS OF
BALLPARK DEDICATED PARKING**

FORM OF NOTICE OF LEASE

IN WITNESS WHEREOF the parties hereto have caused this Notice of Lease to be executed as of the _____ day of _____, 201_.

In the presence of:

LANDLORD:
THE CITY OF HARTFORD

By: _____
Pedro E. Segarra, its Mayor
Duly Authorized

STATE OF CONNECTICUT:

: ss. _____, 201_

COUNTY OF _____:

Personally appeared Pedro E. Segarra, Mayor of the City of Hartford, a municipal corporation, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and the free act and deed of said municipal corporation, before me.

Notary Public
My commission expires:
Commissioner of Superior Court

TENANT:

By: _____

Its _____, Duly Authorized

STATE OF CONNECTICUT):

) ss.

, 201_

COUNTY OF

)

Before me, the undersigned officer, personally appeared _____,
_____ of **Connecticut Double Play, LLC**, a limited liability company and as such
_____, executed the foregoing as his free act and deed, and the free act and deed of
said limited liability company.

Commissioner of the Superior Court

Notary Public

My Commission Expires:

Exhibit A

APPENDIX A

Rules as to Usage

The terms defined below have the meanings set forth below for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined.

(1) “Include”, “includes” and “including” shall be deemed to be followed by “, but not limited to,” whether or not they are in fact followed by such words or words of like import.

(2) “Writing”, “written” and comparable terms refer to printing, typing, and other means of reproducing in a visible form, including electronic mail.

(3) Any agreement, instrument or Applicable Laws defined or referred to above means such agreement or instrument or Applicable Laws as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Laws) by succession of comparable successor Applicable Laws and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

(4) References to a Person are also to its permitted successors and assigns.

(5) Any term defined above by reference to any agreement, instrument or Applicable Laws has such meaning whether or not such agreement, instrument or Applicable Laws are in effect.

(6) “Hereof”, “herein”, “hereunder” and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to “Article”, “Section”, “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Appendix are to exhibits or appendices attached to such instrument or agreement.

(7) Pronouns, whenever used in this Agreement and of whatever gender, shall include natural Persons, corporations, limited liability companies, partnerships and associations of every kind and character.

(8) References to any gender include, unless the context otherwise requires, references to all genders.

(9) The word “or” will have the inclusive meaning represented by the phrase “and/or”.

(10) “Shall” and “will” have equal force and effect.

(11) Unless otherwise specified, all references to a specific time of day shall be based upon Eastern Standard Time or Eastern Daylight Time, as applicable, on the date in question in Hartford, Connecticut.

(12) References to “\$” or to “dollars” shall mean the lawful currency of the United States of America.

(13) “Not to be unreasonably withheld” when used herein with respect to any Approval shall be deemed to be followed by “, conditioned or delayed” whether or not it is in fact followed by such words or words of like import.