

**AGREEMENT FOR THE LEASE
AND OPERATION OF Duly Health & Care Field**

THIS AGREEMENT is made and entered into this ____ day of August, 2022, by and between the **CITY OF JOLIET**, an Illinois municipal corporation and home rule unit of local government, as Lessor, (hereinafter the "City"), and **JOLIET COMMUNITY BASEBALL AND ENTERTAINMENT, LLC**, a Minnesota limited liability company, as Lessee, (hereinafter the "Team"; City and Team collectively referred to as "Party" or "Parties").

PREAMBLE

WHEREAS, the City has leased its stadium, which is located upon the real property described and shown on Exhibit "A" (hereinafter the "Stadium") to Team since 2012, and the Team has provided a quality family-oriented amenity for the residents of the City and promoted the economic development of the Joliet City Center and nearby areas in an exemplary manner since that time; and

WHEREAS, the current lease between the City and Team will expire on September 30, 2023; and the City and Team both desire to enter into a new, long term lease which would permit the Team to continue to use the Stadium for the purpose of playing baseball games and for other appropriate purposes permitted by this Agreement and the Team has agreed to use the Stadium for those purposes; and

WHEREAS, the Team has also agreed to serve as the Facility Manager of the Stadium as set forth in this Agreement at a quality level comparable to other successful organized baseball organizations and in a manner befitting a family entertainment venue.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following words and terms shall have the following meanings:

(a) *"Championship Season"* shall mean the regular annual period of play of baseball games by the member clubs of the Frontier League, or any other approved organized minor league baseball league which the Team may join, including any playoff games or any championship series playoff games, resulting in the determination of one of the members of the League as the champion thereof. A Championship Season shall consist of the required number of scheduled League games.

(b) *"Hazardous Materials"* shall mean any substance or material now or hereafter defined or listed by any governmental authority with competent jurisdiction as

a regulated or hazardous substance, material or waste, including asbestos and petroleum products if so defined or listed.

(c) *"Home Game"* shall mean any Team Baseball Game or League Game scheduled to be played or actually played at the Stadium during any Lease Year. Home Games shall also include, but shall not be limited to, exhibition games, all-star games, playoff games and other baseball games held at the Stadium.

(d) *"League"* shall mean the Frontier Professional Baseball, Inc., an organized baseball league, as now or as hereafter constituted and with whom the Team has executed an agreement to become a member, or such successor or other successful organized baseball organization, league or association of minor league baseball clubs of which the Team may from time to time be a member, provided the City shall have consented thereto, which consent shall not be unreasonably withheld, delayed or conditioned.

(e) *"League Games"* shall mean Team Baseball Games and other baseball games played at the Stadium under the auspices of the League, including but not limited to all-star games and playoff games.

(f) *"League Schedule"* shall mean the schedule officially adopted and published by the League for each Championship Season which sets forth a listing of the baseball games to be played during each such Championship Season by League clubs as the competition among such clubs resulting in the determination of one of the clubs as the champion of the League of the Championship Season and the dates and the locations at which all of such games are scheduled to be played. Pre-season exhibition games played by the Team at a non-League facility situated more than 200 miles from the Stadium with the team nominally designated as the home team shall not constitute a League Game or a Home Game.

(g) *"Lease Year"* shall mean that period commencing on October 1 and ending on the September 30 next immediately following.

(h) *"Non-Team Event"* shall mean any event or practice not held and not sponsored by Team.

(i) *"Person"* shall mean any association, individual, corporation, governmental entity, partnership, joint venture, business association, estate or any other organization or entity.

(j) *"Stadium"* shall mean the "Duly Health & Care Field," or such other name as it may be called following the execution of this Agreement, and its appurtenances, in which the Team shall play all its Home Games. The Stadium does not include the Miracle League Field, stands and related appurtenances.

(k) *"Suite"* shall mean an unfurnished room on the third level of the Stadium designed to be exclusively used by a client paying a special license fee and having a view of the playing field and direct access to a reserved outdoor seating area. "City Suite" shall mean a Suite reserved for the exclusive use of the City.

(l) *"Team Event"* shall mean a Home Game, League Game or any other event or practice held or sponsored by Team.

(m) *"Team Office"* shall mean that portion of Team Space situated on the first level of the Stadium regularly used by the Team as its principal business office.

(n) *"Team Space"* shall mean those areas of the Stadium designated, which the Team shall typically have for its exclusive use during the term of the Agreement. This would include the Team Office, the area formerly housing the Joliet Sports Hall of Fame ("Hall of Fame Room"), and the Suite Level.

(o) *"Team Special Event"* shall mean those events hosted or sponsored by the Team that are not Home Games or League Games.

(p) *"Team Store"* shall mean that portion of Team Space situated on the second level of the Stadium regularly used by the Team for the retail sale of novelties, souvenirs and other merchandise.

2. TERM OF LEASE

The City shall lease the real property described on Exhibit "A" and the Stadium to the Team, and the Team shall lease the real property described on Exhibit "A" and the Stadium from the City, for a six and one half year period, commencing upon the execution date of this agreement and ending on September 30, 2028. The Stadium shall be delivered by the City to the Team **"as is"**, subject to the conditions listed under Section 4 (Capital Repair, Replacement, and Alteration) below. This Agreement shall take effect immediately upon its execution by both parties.

The Team shall have access to the Stadium at all times that this Agreement is in effect. All duly authorized representatives of the City shall have access to areas of the Stadium other than Team Space at any time and on any occasion and access to Team Space upon, forty-eight (48) hours, written notice to the Team stating the purpose of said access. The City does not relinquish and does herein and hereby retain all ownership rights and control associated with the Stadium. Except as otherwise provided in this Agreement, the City hereby retains the right, but does not assume the duty, to enforce all necessary and proper rules for the management, operation and control of the Stadium at its expense.

Upon the termination of this Agreement, the Team shall return the Stadium to its original or subsequently improved condition, ordinary wear and tear excepted. Upon the termination of this Agreement, the Team shall also return to the City, in good working condition, ordinary wear and tear excepted, all equipment and property of the City. The Team shall pay the City any reasonable damages due to the City for damage to the Stadium or the City's property, ordinary wear and tear excepted. The Team and the City shall attempt in good faith to reach an agreement as to the amount of such damages. All buildings and other permanent improvements made, placed or constructed at the Stadium shall be deemed the property of the City upon being placed in service, and the Team shall peaceably and quietly surrender the same, together with the Stadium to the City, upon the termination of this Agreement.

The Team shall have the option to extend this agreement for two (2) successive five (5) year periods ("Extension Terms") under terms and conditions in effect at the time of the expiration of the lease or Extension Term, subject to the approval of City, which approval shall not be unreasonably withheld. These Extension Terms may be exercised by the Team by written notice no later than six (6) months prior to the expiration of the Original Term or Extension Term, whichever is applicable.

3. LEASE PAYMENTS

Team shall make rent payments totaling \$90,000 to City ("Rent") for the 2022-2025 seasons. This amount will increase to \$105,000 per season for the 2026-2028 seasons. The payment amount due to the City in any individual year may be offset in part or in full by payments made by Team or allowances granted to Team for the maintenance and repair of the facility as outlined below in Section 4.

During each individual season one-half of the annual rent due (minus reimbursements or allowances as outlined in Section 4) will be due on May 1 and the balance (minus reimbursements or allowances as outlined in Section 4) will be due on September 30.

4. CAPITAL REPAIR, REPLACEMENT AND ALTERATION

The City and Team agree to share the costs incurred in operating the Stadium and in ensuring that the capital equipment is performing in optimal condition. All capital within the Stadium will be classified as either a Major Operating System ("Major Operating System"), Minor Operating System ("Minor Operating System"), or Team Operating System ("Team Operating System"). The responsibilities for the cost of annual inspection, routine maintenance (including preventative maintenance), repair, and replacement (of individual components or the entire system) will vary by classification. As Facility Manager, Team will coordinate all required activities to perform the necessary inspection, maintenance, repair, and replacement tasks, and for those tasks which are the responsibility of the City will ensure that the process for selecting, managing, and reimbursing vendors is conducted in accordance with City policy. The City shall designate one City employee to act as the designated point of contact for Team. All communication regarding operating systems will go through the point of contact.

The Team shall notify the City immediately upon discovery of needed maintenance, repair and/or replacement that is the City's responsibility based on the classifications below. For maintenance, repairs and/or replacements under \$25,000, the City will provide a written plan for remediation within thirty (30) business days. If no plan is provided, Team will provide a written plan to the City. If the City does not disapprove of the plans within seven (7) business days, the plans shall be deemed to have been approved and the Team can proceed with the necessary work. The Team shall receive a credit against future Rent obligations for any payment the Team makes under this model that is the responsibility of the City.

For maintenance, repairs and/or replacements over \$25,000, Team will provide a written plan for remediation to the City. The City shall provide a response within thirty (30) business days. Such repairs shall be subject to the approval of the City, which shall not be unreasonably withheld.

In the event of an emergency, the Team may immediately initiate remediation and shall notify the City as soon as possible. The City and the Team shall collaborate on the remediation. An emergency shall be defined as a condition which adversely affects the day to day operation of the business, or the health and safety of staff and fans.

For the following Major Operating Systems in the Stadium, City agrees to fund 100% of the costs of annual inspection and certification, routine maintenance, repairs, and replacement (where needed):

- Heating/cooling system, including the RTUs, VAV boxes, associated control systems, and the installation of insulation where required to maximize energy efficiency within the Stadium and permit the usage of the Suite Level and the Hall of Fame Room year round.
- Plumbing system, including the winterization and spring system restart.
- Fire protection system, including the Fire Alarm and the piping/sprinkler system.
- Perimeter physical security system, including the perimeter fence to limit incursions
- Security Alarm systems throughout the Stadium
- Security camera systems throughout the Stadium
- Telecommunications/Ethernet
- Daktronics video board in left field and the control equipment located in the Press Box.
- All elevators in the stadium.
- Backup generator for Stadium safety lighting.
- Roof systems throughout Stadium, including repair/replacement of expansion joints where required.
- Suite Carpet
- Stadium foundation and structural systems
- Exterior structural painting
- Windows throughout the Stadium
- Concrete/asphalt in and around the Stadium, including, but not limited to, sidewalks and the loading dock located along Jefferson Street.
- Front gate digital sign

City and Team have created a set of preferred third-party service providers for each of the above-listed Major Operating Systems, and a schedule both for periodic inspection/certification and more extensive system repairs and replacement, said schedule is included as Exhibit B.

For the Major Operating Systems, City also agrees to pay for repair/replacement/remediation of problems resulting from failure of any Major Operating System.

Utility costs (specifically electricity and gas) shall be split 50/50 (Team pays utility costs in full with City portion reimbursed on a quarterly basis). In the event increased use/rental of the Stadium causes an incremental increase in utility costs, the Team and City shall meet to discuss an appropriate modification of this sub-paragraph, if any.

The City and Team will be jointly responsible for the inspection, maintenance, repair and replacement of the Following Minor Operation Systems (owned by the City):

- Beer lines
- Fixed refrigeration equipment
- Hoods/ventilation equipment in concession stands and main kitchen
- Lighting (interior and exterior)
- Avian control system
- Public Address system, including speakers in the press box and throughout the stadium

Specifically, for the Minor Operating Systems, Team will be responsible for the cost of annual inspection and certification, and also routine maintenance and repair. City will be responsible for the cost of component or unit replacement of equipment in a Minor Operating System. For the Avian control system, City agrees to provide an allowance of \$5,000 annually to Team to share the costs of spike installation and chemicals used in the system.

For the following Team Operating Systems in the Stadium, Team agrees to fund 100% of the costs of annual inspection and certification, routine maintenance, repairs, and replacement (where needed, unless need is caused by the failure of a Major Operating System as outlined above):

- All portable refrigeration equipment
- All portable cooking equipment, including fryers, kitchen grills, and outdoor grills
- All equipment required to operate the Box Office, including ticket printers
- All equipment required to operate the Team Office, including computers, printers, etc.

City also is responsible for repair/replacement of exterior doors/gates when required.

Within 30 days of the end of each quarter, Team shall provide a summary of all expenditures paid by Team pursuant to the agreements contained in this section. Any amounts due to Team will be payable within 15 days of the presentation of said summary of expenditures.

The Team shall have the right to make alterations, improvements and changes in the Stadium ("Team Improvements"). Prior to making any such changes, Team shall obtain City's written approval of the plans. If the City does not disapprove of the plans within thirty (30) working days of their submission, the plans shall be deemed to have been approved. Within that time frame, City also reserves the right to propose a sharing of the potential investment cost with the Team that will have the same effect as a disapproval of the plans.

The Team shall receive a credit against future Rent obligations for the amounts spent on Team Improvements. All Team Improvements shall be the property of the City and the Team's interests are limited to the Rent credit provision outlined above.

The Team may make minor, temporary or non-structural alterations to the Stadium if consistent with the permitted uses of the Stadium. The Team may, without consent of the City and at the Team's expense, make (i) minor, temporary or non-structural alterations to the Stadium if consistent with the permitted uses of the Stadium; (ii) temporary improvements or alterations to accommodate particular events so long as such improvements or alterations are promptly removed and the Stadium is restored to its previous condition; (iii) minor, temporary or non-structural alterations required to comply with any applicable law or any sanctioning association; or (iv) minor, temporary or non- structural alterations resulting from other authorized restorations or repairs.

Alterations to the Stadium proposed by the City during the term of the Agreement that adversely affect Team Space, Team revenue or Team operations shall be subject to the prior approval of the Team, which approval shall not be unreasonably withheld, delayed or conditioned. In addition, such modifications shall not violate National Association of Professional Baseball Clubs requirements existing on the effective date of this Agreement

5. *THIRD PARTY BENEFICIARY*

The Team shall be a third-party beneficiary of any warranty or maintenance agreement the City may receive or be a party to pursuant to the Stadium. The City shall convey, transfer and assign to the Team a non-exclusive right to enforce any and all of the respective obligations of any person under said warranty and maintenance contract, including, but not limited to, any and all representations and warranties thereunder.

6. SCHEDULED USE OF STADIUM

The Team shall have exclusive use of the Stadium for the purpose of conducting Team events through the course of this Agreement. Team reserves the right to partner or subcontract with third parties on certain events as desired. League Games that have been duly reserved shall have priority over all other events. The Team shall notify the City in writing of its scheduled League Games for the upcoming Championship Season within ten (10) days of its receipt of the schedule from the League. The Team shall play all of its home League Games in the Stadium. Team shall not perform any Team Events on the turf which voids any turf/product warranties.

The Team intends on continuing its relationship for the use of the Stadium by the University of St. Francis (USF) for its intercollegiate baseball program on such terms as the Team and USF may deem appropriate. In addition, the Team acknowledges that the City has entered into an agreement with the Illinois High School Association (IHSA) for the use of the Stadium for its Class 3A-4A boys baseball championship tournament annually through 2026. The Team agrees to not host a Home Game or Team Event in conflict with the tournament through 2026. The Team acknowledges that the City shall have use of the Stadium for the duration of the tournament. The Team acknowledges that the City may seek to host future IHSA events at the Stadium beyond the current contractual period and agrees to use its best efforts to arrange its Home Games schedule to minimize scheduling conflicts with future IHSA events. City and Team agree to meet no later than 90 days prior to the start of the tournament to discuss services which the City is requesting to be provided by Team for the tournament and negotiating in good faith the reimbursement rate for expenses incurred in providing those services (e.g., employee salaries and benefits, supplies, field preparation, waste removal, ticketing, etc.).

The City shall have the right, subject to the Team's exclusive rights set forth above, to use the Stadium for hosting up to five (5) Non-Team Events, including use of the Suites, subject to further discussions on a full-season lease of a Suite by a third party. City shall provide reasonable notice to the Team of Non-Team Events it is considering prior to said scheduling. The City shall notify the Team not less than thirty (30) days in advance of any Non-Team Event it desires to schedule, subject to availability. Subject to the conditions above, the City shall be entitled to sublicense the right to use the Stadium to any Third Party User in such a manner that does not unreasonably interfere with the Team's operation of its business. In the event Team incurs expenses during Non-Team Events (e.g., employee salaries and benefits, supplies, field preparation, waste removal, ticketing, etc.). City shall reimburse Team for said expenses. The Parties shall meet prior to the Non-Team Event to, in good faith, discuss estimates of expenses and payment of same.

7. PARKING

(a) As additional consideration for entering into this Agreement, the City during all Team Events, at no expense to the Team or to any third party, shall make all City parking facilities available to the general public at no charge. The Team and the City shall cooperate with each other regarding the use of all City parking facilities and it is the intent of the parties that these facilities and the number of parking spots in use currently shall be available for use by the Team and its patrons for all Team Events. The City shall also at any time during

this Agreement make available for Team Events at no charge to the Team any parking spaces solely owned, leased or newly acquired by the City in the parking facilities.

(b) In addition, during all Team Events the City shall establish permit parking at no expense to the Team on the north side of Jefferson Street immediately adjacent to the Stadium for use by the Team as it may determine. The City shall also establish permit parking at no expense to the Team on the west side of Mayor Art Schultz Drive between Jefferson Street and Clinton Street for use by Team as it may determine. During the effective term of this Agreement the City, at no additional expense to the Team, shall also grant the Team the exclusive use and possession of the former Supreme Radiator property located on the north side of Clinton Street (Lot 8) for parking and other uses by the Team as it may determine.

(c) Other than as may be expressly provided in this Agreement, this Agreement shall not be construed so as to require the City to provide other parking for the Team or any other person.

8. *TRAFFIC CONTROL MEASURES & OUTSIDE SECURITY*

The Team shall employ, at its expense, at least one Joliet police officer for security inside the Stadium during all home games. The City shall, subject to operational restrictions, provide adequate police presence outside of the Stadium for security and traffic control. In the event that, due to labor force restrictions, the City is unable to provide such services, the Parties agree that a collaborative solution will be reached.

9. *SIGNAGE*

The City shall secure, obtain and provide at its expense such directional signage to the Stadium as reasonably requested by the Team, including signage in and around the Joliet City Center and along other major roadways leading to the Stadium. The City shall also cooperate with the Team in obtaining tourist advisory signage along interstate and other major roadways.

10. *STREET LIGHTING*

The City shall provide at its expense any and all street lighting reasonably necessary within an area agreed to between the parties surrounding the Stadium.

11. *FACILITY MANAGEMENT SERVICES*

The Team shall at its expense act as Facility Manager for the Stadium on a year-round basis and provide the following for all Team Events and other events and at all other times. The Team shall provide Facility Management Services at a quality level comparable to other successful organized baseball organizations and in a manner befitting a family entertainment venue. The Team shall employ a senior executive with adequate and reasonable experience and expertise to operate the Stadium as a quality family-oriented amenity in accordance with this Agreement. Facility Management Services include, but are not limited to:

- (a) scheduling of all events at the Stadium;
- (b) general facility management and supervision;

- (c) sub-tenant management;
- (d) obtaining and renewing any required licenses and permits;
- (e) insurance services;
- (f) personnel management;
- (g) scheduling and overseeing ordinary maintenance and repairs;
- (h) equipment inspection and certification, ordinary maintenance and repairs (subject to the agreements contained in Section 4 above);
- (i) concession and commissary equipment inspection, ordinary maintenance and repair repairs (subject to the agreements contained in Section 4 above);
- (j) light bulb supply and replacement;
- (k) minor touch-up painting where necessary (subject to the agreements contained in Section 4 above);
- (l) general purchasing and procurement and vendor management;
- (m) carpet cleaning and repair, general cleaning, janitorial and housekeeping services and supplies;
- (m) garbage pickup and disposal;
- (n) interior and exterior landscape maintenance and grass cutting, groundskeeping, snow removal, landscape waste, solid waste and recyclable materials pickup and disposal;
- (o) management of the Hall of Fame Room area.

Any equipment required to perform a Facility Management Service shall be the responsibility of the Team.

If any of the above services are covered by a warranty, the Team may utilize the warranty provision to provide the services.

12. PLAYING FIELD SERVICES

The Team shall provide at its expense the following Playing Field Services for the Stadium:

- (a) installation of bases and pitching rubbers;
- (b) ordinary turf care, including redistribution of turf infill in high wear areas and when need;
- (c) flags and flagpole maintenance;
- (d) field lighting repair and bulb replacement, maintenance, except that the City will pay for lifting devices on the light poles that do not have ladders

and a work platform; and

- (e) such other items needed to make the field acceptable for use by organized baseball teams or to maintain compliance with League requirements

Provision of replacement turf for high wear areas (when required) is the responsibility of City.

Any equipment required to perform a Playing Field Service shall be the responsibility of the Team.

13. *EVENT SERVICES*

The Team shall provide at its expense the following Event Services for the Stadium. Event Services shall include:

- (a) Stadium preparation and post-event cleaning including concourse and entryway cleaning, bathrooms and garbage disposal;
- (b) Stadium opening and closing;
- (c) ticketing, ticket office and ticket takers (unless Team is working with a third- party that is utilizing an alternative ticketing service);
- (d) operation of scoreboards, electronic message boards, public address system, stadium sound system;
- (e) ushers, event supervision, media relations and press box support; and
- (f) security and crowd control inside the Stadium and first aid.

Event Services may also include, when necessary, installation of supplemental seating, stages or other platforms and temporary lighting, which shall be promptly removed following the event with the Stadium being restored to its previous condition. The person requesting or requiring Event Services shall be required to pay for the expenses thereof. In addition, the person shall also be responsible for any damage to Team or City property caused at the event.

Any equipment required to perform an Event Service shall be the responsibility of the Team.

14. *CONCESSION SERVICES*

The Team shall have the exclusive right to provide Concession Services at Stadium Events. The Team or its vendor(s) shall provide Concession Services of a high quality commensurate with industry standards prevailing in successful organized baseball facilities similar to the Stadium. Concession Services shall include, but shall not be limited to, operation of food, beverage, novelty and souvenir points of sale, staffing, product selection, development and marketing, product storage, preparation, service and cleanup, permitting and licensing, code compliance, signage, tax reporting and compliance, provision of computing devices and point of sale equipment, employee training, supervision and management and other services related to the sale of such items. The Team shall be the exclusive concessionaire at the Stadium and, to the extent permitted by law during Team Events, on the rights of way immediately adjacent to the

Stadium for novelty and souvenir items which include, but shall not be limited to, novelties, souvenir items, organized baseball souvenir novelties, caps, equipment, wearing apparel and programs. The Team may permit third parties to sell such novelty and souvenir items.

The Team may permit third parties to provide Concession Services at the Stadium. In addition, upon request, the Team shall identify any third party providing Concession Services.

The Team, and any third party it permits to provide Concession Services, shall comply with all applicable state and local laws, ordinances and regulations.

Any equipment required to perform Concession Services shall be the responsibility of the Team. The City shall not be required to provide, operate, maintain or repair any equipment used in connection with Concession Services, other than those identified in Section 4, unless the equipment is damaged by the City. The City shall not be required to replace equipment damaged or destroyed by the Team, or by its vendors and concessionaires, or equipment which the Team has failed to properly operate, maintain or repair as set forth in this Agreement.

The City, or City sub-licensee for a Non-Team Event, shall be permitted to contract with the Team for concessions at Non-Team Events. The City, or any licensee for a Non-Team Event, shall be permitted to provide their own concessions but will not have use of concession stands, and must comply with applicable state and local laws, ordinances, and regulations.

15. *TICKET SALES AND SERVICES*

The Team shall establish ticket prices for Team Events. Ticket prices shall not exceed prices typically charged for baseball games at successful organized baseball organization facilities in the Chicago area. The Team shall not impose a surcharge on tickets to Team Events sold at the Stadium ticket office, unless otherwise hereafter agreed by the parties. The Team may, however, assess or pass on a ticket surcharge for the sale of any ticket sold by the Team at any location other than the Stadium ticket office or sold by the Team in any other mode, vehicle or medium.

The Team shall make available for sale to the public tickets to all Team Events and other events held at the Stadium, on the Internet and through ticket services and agencies which it may engage. The Team shall operate a ticket office at the Stadium during regular business hours. The Ticket Office shall be open during all Home Games. The Team shall be responsible for ticket printing, sales and distribution and all expenses related thereto for Team Events. The Team shall have the right to designate the identification of seating and suites at the Stadium.

16. *STADIUM ADVERTISING*

The Team shall have the exclusive right to erect, install, or affix advertising material, signs, banners or related commercial information within the Stadium. This right shall include the authority to sell advertising space within the Stadium and the authority to place advertising materials, signs, banners or related commercial information on the interior surface of the outfield fence, and at other locations at, upon or within the Stadium. All signs, banners and advertising materials shall conform to the City construction codes. No advertising of sexually oriented businesses or for political candidates or issues shall be permitted in the Stadium. The Team shall not install or affix advertising on the exterior walls

of the Stadium without the prior written approval of the City.

The Team shall have the right to utilize any searchlights, balloons, blimps or other tethered or airborne advertising subject to the life safety codes of the City and so long as such items do not constitute a public nuisance or hazard.

The Team and the City shall cooperate with each other at all times by advertising free of charge to each other in all publications, announcements, websites and other public relations venues the City, the Team.

The Team shall have the right to obtain and have installed a video message board on the exterior of the Stadium which shall be jointly used by the City and the Team.

17. STADIUM NAMING RIGHTS

The Team shall have the exclusive right to sell or license the Naming Rights to the Stadium. The City shall have the right to approve the Stadium name, which approval shall not be unreasonably withheld, delayed or conditioned. The Team agrees that any naming rights shall not include any reference to tobacco, alcohol, drugs, or adult oriented business.

The City and the Team shall use the full name of the Stadium in all communications referring to the facility.

18. TEAM NAME

The Team shall have the right to establish and alter the name and logo of the baseball team, but only with the prior approval of the City, which approval shall not be unreasonably withheld, delayed or conditioned. In selecting a team name, the Team shall take into account the association that may be created between the team name and the Joliet community. The name of the Team and the Team logo shall include the word Joliet on all written or published materials, including television and Internet broadcasts or publications. The Team shall also use its commercially reasonable efforts to display, where practicable, the word Joliet on its caps, uniforms and other official and licensed apparel and goods.

19. CITY SUITE

As additional consideration for entering into this Agreement, the Team shall reserve and set aside at no charge one Suite for the exclusive use of the City in the location already agreed upon by the Team and the City as of the effective date of this Agreement. The City shall have the right to use the Suite for all Stadium Events. Prior to the commencement of each Championship Season, the Team shall provide admission tickets for each Home Game at no expense to the City or to the admittee. The number of admission tickets for each Home Game shall be equal to the fixed seating capacity of the Suite or the number of tickets typically provided to other Suite holders, whichever is greater. This paragraph shall not require the Team to provide complimentary admission tickets to events other than Team Events. The City shall reserve the right to name the City Suite. The City shall comply with all Stadium rules and regulations in connection with its use of the City Suite.

20. TEAM STORE

The Team shall operate a Team Store on the second floor, which shall be open during all Home Games. Team-licensed apparel and merchandise shall be available for sale along

with other sports related products.

21. RIGHT FIELD BUILDING

The Team acknowledges that the City has previously had discussions with investors regarding the conversion of the structure at the corner of Jefferson Street and Power Alley (the "Right Field Building") into a standalone commercial enterprise. Should such an agreement be reached, City agrees to preserve 360 degree access for Team fans to walk around the entire playing surface and access any concession/hospitality areas operated in the areas adjacent to the building. The Team shall have the right to sell and affix signage to the west side of the building as long as the building has not been repurposed. If the building is repurposed during a Championship Season, any signage will be permitted to remain until the end of said Season.

22. TEAM RELOCATION AND CESSATION OF LEAGUE

(a) The Team warrants that it shall not relocate to any other facility or location during the Term of this Agreement. The Team warrants that it shall not, by its own action, fail to remain a member in good standing of the League during the Term of this Agreement. In the event the Team relocates or gives notice that it intends to relocate to another facility during the Term of this Agreement, or if the Team is no longer a member in good standing of the League by its own action, the Team shall pay the City the amount of Rent for every Lease Year or portion thereof for the remaining term of this Agreement, which shall be due and payable by the Team or any successor in interest or assignee thereof within thirty (30) days of notice from the City, provided, however, that this amount shall be reduced by any rent paid by a new or different Team that enters into an agreement with the City for the use of the Stadium.

(b) If the City or the Team receives actual notice that the League will not commence the next Championship Season ("League Cessation"), then the Team shall have the exclusive option to enter into an agreement with an approved organized minor league baseball league ("Replacement League") within thirty (30) days of the Team receiving actual notice of League Cessation, or until December 31st if such notice is received between May 1st and December 1st. In addition, the City shall have the right to approve the Replacement League, which consent shall not be unreasonably withheld, delayed or conditioned and in which case this Agreement shall continue in full force and effect. In no event shall the exercise by the Team of the option permitted in this paragraph constitute a default justifying termination of this Agreement by the City so long as the Team continues to comply with the terms of this Agreement. If one party receives actual notice of League Cessation it shall give notice thereof to the other party within seven (7) days thereof.

(c) If the City signs an agreement securing an affiliated team to play at the Stadium, City may unilaterally terminate this Agreement with a minimum of one-year notice to Team to include also any part of a Championship Season during which the Team is playing.

23. OTHER CITY-OWNED ENTERTAINMENT FACILITIES

If the City enters into an agreement with a third party during the term of this Agreement wherein the City agrees to construct, acquire, own or lease a facility for use as an entertainment venue and the City also agrees to provide financial assistance comprising at least fifty-one percent (51%) or more of the actual cost of the facility, including but not limited to, land acquisition, demolition, engineering, design and construction for the facility, underwriting assistance, credit enhancements, tax incentives, tax credits or rebates or other

economic benefits and monetary relief and the agreement provides for the payment of rent to the City, or a substantially similar payment or means of compensation to the City, or an operating cost subsidy by the City to the venue, then the Team shall have the right to incorporate said terms into this Agreement in lieu of the terms included in this Agreement. The Team shall be required to notify the City of its election to incorporate said terms within sixty (60) days of receiving notice from the City that it has entered into an agreement with a third party to construct or acquire a facility subject to this Agreement.

24. FEES, TAXES, LICENSES AND PERMITS

(a) The Team shall pay all lawful taxes, if applicable, including but not limited to the following:

- (1) real estate taxes;
- (2) leasehold taxes;
- (3) special assessments;
- (4) special taxes;
- (5) sales taxes;
- (6) occupation taxes;
- (7) use taxes;
- (8) income taxes;
- (9) food and beverage taxes;
- (10) excise taxes;
- (11) alcohol or tobacco taxes;
- (12) utility taxes;
- (13) telecommunications taxes;
- (14) amusement taxes;
- (15) privilege taxes;
- (16) vending machine taxes;
- (17) and other fees or taxes imposed or levied upon its business operations, goods, merchandise, fixtures, appliances, equipment and property.

In the event the Team fails to pay any tax when due, the City may pay said tax and any penalties or interest due thereon. In such event the City shall recover the same from the Team, with interest from the date of payment at the rate of one and one half percent (1½ %) per month, or such higher rate as permitted by law.

(b) During the term of this Agreement, the Team shall not be subjected to any

"Targeted Tax". A Targeted Tax shall mean any tax which is not in effect as of the date of this Agreement and that is either specific to the operation, personnel or revenue of a minor league baseball organization or similar entertainment business, or is a tax imposed or applied on the Team that is not of a general or widely imposed or applied nature.

(c) The Team, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business or for it to provide services within the provisions of this Agreement.

25. BASEBALL RELATED EQUIPMENT

The Team shall, at its sole expense, provide all baseball related equipment that is typically needed or used by a minor league baseball team, including but not limited to batting cages, baseballs, pitching machines and batting practice cages.

26. RULES AND REGULATIONS FOR STADIUM

The Team shall be entitled to exclude and limit any person seeking to enter any part of the Stadium and/or expel from the Stadium any person who, in the judgment of the Team, is intoxicated or under the influence of liquor or drugs, or shall in any manner act in violation of any rules or regulations of the Stadium as implemented by the Team. The Team may prohibit, among other things, canvassing, soliciting and peddling in the Stadium. The Team has the right and reserves the right to eject from the Stadium any solicitors, canvassers, peddlers or other similar persons who, in the judgment of the Team, are interfering with the operations of the Team or who are otherwise undesirable. The Team shall have the right to control and operate the public facilities, heating and air conditioning, as well as such other facilities furnished for the use of the Team. The City shall post signs in appropriate locations in the Stadium which shall prohibit patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Stadium.

27. NO MECHANICS LIENS

The Team shall not permit any mechanics liens or other encumbrances or liens to exist against the Stadium and shall within thirty (30) days of the knowledge of any such lien or encumbrance being claimed or filed on the property described on Exhibit "A" as a result of action or inaction by the Team either cause the same to be released of record or obtain title insurance coverage satisfactory to the City to insure over such lien and proceed diligently to contest the same.

28. LIQUOR LICENSE

So long as the Team remains otherwise eligible, upon proper application and payment of all required fees, the City shall issue a Class K liquor license to the Team which license shall authorize the sale of alcoholic beverages at multiple locations at the Stadium, both indoor and outdoor, for consumption on the premises. During the term of this Agreement, the Team shall not be subjected to any "Targeted Liquor Regulation". A targeted liquor regulation shall mean any regulation pertaining to the sale of alcoholic beverages that is not in existence on the effective date of this Agreement and that is either specific to the sale of alcoholic beverages by a successful organized baseball organization or other entertainment business or is a regulation imposed or applied on the Team that is not of a general or widely imposed or applied nature.

29. BROADCAST RIGHTS

The City hereby grants and releases to the Team, subject to any applicable performance licenses, the broadcast rights for all Team Events. The Team also retains exclusive rights and control over, and the right to grant to others, the rights to broadcast to and from the Stadium for Team Events, regardless of the medium used (e.g., television, radio, Internet, satellite) and all revenues therefrom.

30. ASSIGNMENT/SUBLEASE

The rights and obligations created by this Agreement are exclusive and shall not be transferred or assigned except by written agreement signed by both parties. The Team covenants that it will not assign, transfer or sublet this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. In the event of such assignment by the Team and acceptance by the City, such third party assignee shall assume and be obligated to this Agreement in exactly the same manner as the Team is obligated by and to this Agreement and the Team shall be released by the City from any and all rights and obligations hereunder. Except as otherwise provided in this Agreement, the sale, conveyance or transfer of more than fifty percent (50+%) of the ownership interest of the Team, as constituted on the effective date of this Agreement, shall be subject to the approval of the City, which approval shall not be unreasonably withheld, delayed or conditioned. Any transfer of a membership interest in the Team by any person who is a member on the effective date of this Agreement (i) to any person who is also a member of the Team on the effective date of this Agreement, to any member of the member's immediate family, (iii) to any trust where the member, or a person within the member's immediate family, is the sole beneficiary, or (iv) to a person who shall own less than fifty percent of the ownership interest in the Team shall be reported to the City within thirty (30) days of transfer but shall not require the prior approval of the City.

The Team shall not transfer or assign its name, goodwill or trademark unless said transfer or assignment includes its interest under this Agreement.

The Team shall have the right to license or sublease the use of the Suites, except the City Suite.

31. INDEMNIFICATION

Team agrees that it will indemnify and hold harmless City, their officers, agents, and employees, including staff, from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the negligent act or negligent failure to act of Team or any of its agents or employees.

City agrees that it will indemnify and hold harmless Team, their officers, agents, and employees, including staff, from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the negligent act or negligent failure to act of City or any of its agents or employees.

In the event loss, cost, damage or expenses are caused by the joint or concurrent negligence of City and Team, they shall be borne by each party in proportion to its negligence.

The provisions of these paragraphs are solely for the benefit of the City and the Team and are not intended to create or grant any rights, contractual or otherwise to any other person. For the purposes of this Agreement, "claims" includes and means all actions, causes of action,

whether common law or statutory, remedies, demands, fines, forfeitures, out-of-pocket costs, liabilities, charges, suits, judgments, expenses, damages, incidental or consequential damages, clean-up costs, civil penalties, attorneys' fees both at trial and upon an appeal, litigation expenses, abatement costs, abatement and corrective injunctive relief, injunctive relief requiring removal and/or remedial action, all costs of removal or remedial action and damages to natural resources.

The provisions of this paragraph shall survive the termination of this Agreement.

32. INSURANCE

The Team shall secure, pay for and maintain during the term of this Agreement the following insurance coverage:

(a) *Workers' Compensation* Insurance covering all Team employees meeting statutory limits in compliance with all applicable state laws. The Workers' Compensation coverage must include Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000.00) for each accident.

(b) *Commercial General Liability* Coverage shall have minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate including bodily injury and property damage. This commercial general liability coverage shall include premises and operations, broad form property damages excess coverage, independent contractors, products and completed operations and contractual liability. This commercial general liability coverage policy shall be endorsed to include and cover liquor liability.

(c) *Commercial Property Insurance* Coverage shall be sufficient to replace all Team property needed to operate an approved organized minor league baseball league team at the Stadium and to play League Games.

(d) *Umbrella Coverage*. The Team shall also provide umbrella coverage for excess liability, bodily injury and property claims in the amount of Two Million Dollars (\$2,000,000.00) per occurrence.

The Team shall require its insurers to list the City as an additional insured on the commercial general liability policy and umbrella policy, and the Team shall provide prior notice of cancellation and notice of premium non-payment. The Team shall provide the City annually with a current certificate of insurance evidencing such coverage and shall submit updated certificates as policies are replaced or renewed. The Team shall provide the City with a copy of any insurance policy required by this Agreement.

In the event that Team fails to pay a premium on any policy required by this Agreement when the same shall become due and owing, the City may purchase a replacement insurance policy or policies or to continue the current insurance policy, all at the expense of Team.

The City shall, at its expense, provide commercial property insurance against damage or destruction of the Stadium covering the full replacement value of the Stadium. The Team shall be named as an additional insured with prior notice of cancellation on such policies. City also shall, at its expense, provide Commercial General Liability insurance to cover any claims occurring on City owned streets and sidewalks around the perimeter of the Stadium.

33. DEFAULT/TERMINATION

This Agreement shall terminate at the end of its term as set forth in Paragraph 2 or earlier as specifically provided in this Agreement. If the lease is not extended for a further term beyond September 30, 2028, the Team shall have until November 30, 2028 to remove all of its personal property from the Stadium.

In the event that either party hereto shall otherwise materially breach, violate or fail to fully perform any provision contained in this Agreement during the playing season (May-September), other than the non-payment of rent, the defaulting party shall have the right and opportunity to cure the default within thirty (30) day period, or if such breach, violation or non-performance cannot be cured within the thirty (30) day period, to continue diligently and in good faith to effect such cure within an additional thirty (30) day period, provided that, in no event shall such opportunity to cure exceed sixty (60) days after receipt of such notice. Outside of the season (October-April) the non-breaching party may upon ninety (90) days written notice thereof, terminate this Agreement; provided, however, that the defaulting party shall have the right and opportunity to cure the default within said ninety (90) day period or if such breach, violation or non-performance cannot be cured within the ninety (90) day period, to continue diligently and in good faith to effect such cure within an additional ninety (90) day period, provided that, in no event shall such opportunity to cure exceed one hundred eighty (180) days after receipt of such notice unless the event of default cannot be reasonably cured because of weather or related seasonal limitations, in which case the party shall have an additional ninety (90) day period to cure, but in no event more than three hundred (300) days. In the event that such breach, violation or nonperformance is not cured within said one hundred eighty (180) day period then, this Agreement shall terminate upon the expiration of such period and the non-breaching party shall thereupon have the right to exercise such additional rights or remedies as it may have by law.

In any circumstance, City agrees to cure any default occurring within the "Championship Season" that materially impacts the Team or the fans attending games in as expedited a timeframe as possible, regardless of the deadlines articulated above.

In the case of non-payment or underpayment of rent, the City shall only be required to provide a ten (10) day notice and opportunity to cure.

34. DESTRUCTION OF THE STADIUM

If all or any significant portion of the Stadium is damaged or destroyed by fire or other casualty, and such loss is fully covered by one or more policies of insurance under which the City can obtain sufficient funding, the City shall award a contract to repair and rebuild the Stadium with reasonable diligence to the condition immediately before such loss or the condition required by law, whichever is greater, with such repair and rebuilding to be completed as soon as is reasonably possible after such fire or other casualty. If the City receives no insurance proceeds, the City shall not be required to reconstruct the Stadium and this Agreement shall terminate. If the City receives insurance proceeds which are insufficient to reconstruct the Stadium and the City elects not to reconstruct the Stadium, then the City and the Team shall share the proceeds with the City retaining ninety percent (90%) of the proceeds and the Team retaining ten percent (10%) of the proceeds and this Agreement shall terminate.

If the Team is unable to play Home Games in the Stadium because of such casualty, the Team may temporarily use other facilities to play its Home Games and there shall be an abatement of rent due the City from the Team for the period of such non-availability only. It is specifically understood by and between the parties that during the period of non-availability, the Team shall have the right to schedule its activities or events at another facility. If the Team cannot play its Home Games at the Stadium for more than one full Championship Season plus 20 Home Games because the Stadium is not restored to the condition immediately before such fire or casualty, the Team may relocate at no expense to the City and this Agreement shall terminate.

35. NOTICES

Notice, approval, consent or other communication authorized or required by this Agreement shall be effective when provided in writing via mail, hand delivery, and/or e-mail. Any such communication shall be effective upon receipt.

The addresses and emails for notices are:

City Clerk City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432

hmills@jolietslammers.com

City Manager of Joliet
150 West Jefferson Street
Joliet, Illinois 60432

Corporation Counsel City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432

Chief Revenue Officer
Joliet Community Baseball and
Entertainment, LLC
1 Mayor Art Schultz Drive
Joliet IL 60432
jwilson@jolietslammers.com

Chief Financial Officer
Joliet Community Baseball and
Entertainment, LLC
1 Mayor Art Schultz Drive
Joliet, Illinois 60432

36. MISCELLANEOUS PROVISIONS

(a) The Team shall not unlawfully discriminate in any manner on the basis of gender, marital status, race, color, creed, handicap, or national origin with respect to any applicant or employee and shall conform in all respects to the pertinent provisions of federal, state or local laws, ordinances, rules and regulations of employment practices. The Team further agrees that as a public accommodation, its employees shall not, on the grounds of sex, marital status, race, creed, handicap, color, age or national origin, discriminate or permit discrimination or refuse to serve a person or group of persons in any manner prohibited by federal, state or local laws, rules, ordinances and regulations. The Team shall be an equal opportunity employer and at all times shall comply with the laws and regulations that prohibit discrimination.

(b) The covenants, terms, conditions, provisions and undertakings of this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto as if they were in every case named and expressed and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.

(c) The parties shall execute and deliver any written instruments necessary to

carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and request for such instrument shall be made.

(d) This Agreement shall constitute the full and complete understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the parties to this Agreement. An agreed amendment shall be approved by the City only through the passage of a resolution by the corporate authorities of the City. All exhibits attached to this Agreement are incorporated into and are a part of said Agreement as if fully set out herein.

(e) If any provisions of this Agreement shall be declared illegal, invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. In lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

(f) The parties at all times during the term of this Agreement shall act and deal in good faith with each other. The Team shall fully cooperate in the resolution of mutual problems, facilitate the development of the Stadium contemplated by the provisions hereof and meet all reasonable requests of the City to the fullest extent possible. The City shall fully cooperate in the resolution of mutual problems, facilitate the development of the Stadium contemplated by the provisions hereof and meet all reasonable requests of the Team to the fullest extent possible. Consistent with the relationship of the parties under this Agreement, the City and the Team shall at all times and in all respects use their respective best efforts to fulfill and complete the objects and purposes of this Agreement.

(g) The City specifically reserves any rights it may have that are not expressly modified or granted in this Agreement. The City specifically reserves any immunity it may enjoy under law.

(h) In all matters concerning or affecting this Agreement, time is of the essence.

(i) The Agreement shall be governed exclusively by the provisions of and the applicable laws of the State of Illinois.

(j) The Team shall not commit or permit any waste on or about the Stadium during the term of this Agreement nor shall it maintain, commit or permit the maintenance or commission of any nuisance on or about the Stadium or use the Stadium for any unlawful purpose.

(k) This Agreement has been negotiated at arm's length between the parties hereto who are equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not to be construed against the party and is therefore not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the parties as set forth in this Agreement.

(l) No waiver by either party of any breach of any term, covenant or agreement hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or agreement. No covenant, term or agreement of this Agreement shall be deemed waived by either party unless waived in writing.

(m) All covenants and warranties made herein by either party shall be deemed to be material and relied upon by the other party, notwithstanding any investigation by or knowledge of such other party.

(n) The Team represents that as of the date of the execution of this Agreement it is organized and in good standing under the laws of the State of Illinois, that it is duly authorized to enter into this Agreement and has taken all requisite corporate action to obtain such authorization and that no consent of or notice to any other individual, private or public entity or governmental authority is required in connection with the execution, delivery and performance of the Agreement.

(o) The parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create a partnership or joint venture between the Team and the City with respect to the Team's activities conducted at the Stadium pursuant to the terms of this Agreement.

(p) No agent, servant or employee of the Team shall under any circumstances be deemed an agent, servant or employee of the City and no agent, servant or employee of the City shall under any circumstances be deemed an agent, servant or employee of the Team.

(q) If the Team or the City, as the result of strikes, lockouts, inability to obtain labor or materials or reasonable substitutes thereof, Acts of God, enemy or hostile government action, civil commotion, riot, insurrection, fire or other casualty, delays caused by the actions or inactions of judicial bodies, failure or delay in the issuance of, or, until finally resolved, appeal of the issuance of, permits, licenses and approvals or other causes outside the reasonable control of the Team or the City, as applicable, shall fail to punctually perform any term, covenant or condition on its part to be performed under this Agreement, then such failure shall be excused and shall not be an event of default, but only to the extent and for the time occasioned by such event.

(r) Alterations to the Stadium shall be made by contractors acting in compliance with the laws pertaining to publicly-owned facilities, including but not limited to, the Prevailing Wage Act.

(s) This Agreement shall not be recorded with the Recorder of Deeds but both parties agree to execute a memorandum of lease in recordable form and complying with the applicable laws of the State of Illinois, which memorandum of lease may be recorded at the expense of the recording party.

(t) To the extent that any provision of any ordinance, resolution, code, rule or regulation of the City conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

(u) Except set forth in this Agreement, neither the City nor the Team has made any representations or promises with respect to the Stadium and any and all reliance with respect to any representation or promise is based solely upon the provisions contained in this Agreement. No rights, easements or licenses are acquired by the City or the Team

under this Agreement by application or otherwise except as expressly set forth in this Agreement.

(v) All consents, approvals, permissions, or other communication required to be obtained in accordance with this Agreement shall be effective when provided in writing via mail, hand delivery, and/or e-mail. Any such communication shall be effective upon receipt. The consents, approvals or permissions to be provided by the Team shall be provided by an officer of the Team. The consents, approvals or permissions to be provided by the City, as the case may be, shall be provided by the appropriate corporate authorities of the City or the City Manager.

(w) Whenever the consent, approval or permission of the City or the Team, as the case may be, shall be required under this Agreement, such consent, approval or permission shall not be unreasonably withheld, delayed or conditioned.

(x) Except as provided for in this Agreement, the Team shall be entitled to, and is hereby granted the exclusive right to, contract for, collect, receive and retain all gross income, receipts, benefits and revenues and other consideration of whatever kind or nature realized by, from or in connection with Team Events and the operation of the Team, including, without limitation, all gross revenues, royalties, license fees, surcharges, concession fees and income and receipts of any nature, including, without limitation, those arising from (i) all advertising rights, (ii) all broadcast rights including the Internet, (iii) parking at Team parking facilities, including facilities owned by the Team or owned by third parties which have granted to the Team or its invitees a right of use, (iv) the sale of food, beverages, merchandise, programs and other goods and wares of any nature whatsoever at Team Events, (v) all telecommunications rights, (vi) tickets, (vii) Suite rentals, (viii) signage within the Stadium, (ix) scoreboard advertising, (x) ATM fees and (xi) any and all miscellaneous revenue, receipts or consideration generated by the Team and not provided for herein. Similarly, the City shall be entitled to contract for, collect, receive and retain all gross income, receipts, benefits and revenues and other consideration of whatever kind or nature realized by, from or in connection with Non- Team Events, including, without limitation, all gross revenues, royalties, license fees, concession fees and income and receipts of any nature, including, without limitation, those arising from (xii) all advertising rights, (xiii) all broadcast rights including the Internet, (xiv) parking at City parking facilities, (xv) the sale of food, beverages, merchandise, programs and other goods and wares of any nature whatsoever at Non-Team Events and (xvi) all telecommunications rights. Subject to the prohibition of a Targeted Tax as defined in this Agreement, this paragraph shall not limit the authority of the City to tax or charge fees or the obligation of the Team to pay all lawful taxes and fees.

(y) The City covenants that if, and so long as, the Team keeps and performs in all material respects each and every covenant, agreement, term, provision, and condition of this Agreement on its own part to be kept and performed, the Team shall quietly enjoy its rights under this Agreement without hindrance by the City or by another person lawfully claiming the same by, through or under the City, subject to the covenants, agreements, terms, provisions and conditions of this Agreement.

37. INFORMATION TRANSPARENCY

All books, accounts and records, including all state gross sales tax returns and such other reports that the Team may be required to any governmental agency, shall be open to inspection by authorized representatives of the City of Joliet at all reasonable times. This information is proprietary, privileged and confidential and the disclosure of such information would cause competitive harm to the Team and is exempt from disclosure under Freedom of Information Act Exception (g) regarding trade secrets and commercial or financial

information. Such books and records shall be maintained by the Team for at least a three (3) year period from the end of the calendar year in which the filing as referred to herein occurred. Upon request, the Team shall provide to the City's designee a weekly calendar of all events scheduled at the Stadium.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which taken together, shall constitute a single instrument, by the appropriate officials and the necessary seals to be affixed thereto on this _____th day of January, 2022.

***JOLIET COMMUNITY BASEBALL AND
ENTERTAINMENT LLC,***
A Minnesota Limited Liability Company

CITY OF JOLIET
An Illinois Municipal Corporation

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST: _____

ATTEST: _____

EXHIBIT "A"

Legal Description of Real Property to be Leased to Team

All that real property lying South of Clinton Street, East of Michigan Street, North of Jefferson Street and west of the following line: commencing at the Northeast corner of Lot 9 of G.H. Munroe's Subdivision in the South Part of Block 25 of Bowen's Addition to Joliet, in the Southwest Quarter of Section 10, Township 35 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1872, Plat Book 1, Part 1, Page 53 as Document No. 84685; thence South along the East line of said Lot 9 to the Southeast corner of said Lot 9, being a point lying on the North line of Lot 1 of Van Buren Subdivision of Part of Block 25, in Bowen's Addition to Joliet, in the Southwest Quarter of said Section 10; thence Northeasterly along the North line of said Lot 1 to the intersection of said North line and the prolongation northward of the West line of Lot 6 of James Goodspeed's Subdivision of part of Block 25, Bowen's Addition aforesaid; thence South along said prolongation to a point on the North line of said James Goodspeed's Subdivision ; thence Southwesterly along said South line to its intersection with the East line of said Lot 1; thence South along said East line of said Lot 1 to the North line of Van Buren Street; thence West along said North line of Van Buren Street to the prolongation northward of the East line of Lot 22 of J.A. Matteson's Subdivision; thence South along said prolongation and the East line of said Lot 22 to the Southeast corner of said Lot 22; thence East along the South line of Lots 21, 20, and 19 of said J.A. Matteson's Subdivision to its intersection with the northerly prolongation of the East line of Lot 13 of said J.A. Matteson's Subdivision; thence south along said prolongation and the east line of said Lot 13 to the north line of Jefferson Street, all in Will County Illinois.

And

Lot 8 in J. L. Elwood's Subdivision of parts of Block 18 and 25 in Bowen's Addition to Joliet, according to the plat thereof recorded May 21, 1827 in Plat Book 1, Part 1, Page 46 as Document No. 84643, in Will County, Illinois.

But Excluding

The East Sixty-Six (66) feet of the Stadium Site to be reserved by the City for the construction of a new public street between Clinton Street and Jefferson Street.

And Excluding

Lot 8 and Lot 9 in Joliet Improvement Company's Subdivision, a subdivision of Lots 5,6,7,8,9,10 and 11 of Matteson's Subdivision of the North Half of Block 17 in Bowen's Addition to Joliet, in the City of Joliet, according to the plat thereof recorded March 2, 1889, as Document No. 151481, in Plat Book 4, page 45, in Will County, Illinois.

And Also Excluding

That part of the Property commonly referred to as the Miracle League Field