

Education Committee

TUESDAY, October 13, 2026

COMMITTEE	RESOLUTION	TITLE
C/Ed/B/R	G/28	RESOLUTION RATIFYING A ONE-YEAR EXTENSION OF THE AGREEMENT WITH THE TRI-CITY VALLEYCATS FOR THE USE OF JOSEPH L. BRUNO STADIUM - COUNTY EXECUTIVE Motion Made By: Seconded By: Moved: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/28

RESOLUTION RATIFYING A ONE-YEAR EXTENSION OF THE AGREEMENT WITH THE TRI-CITY VALLEYCATS FOR THE USE OF JOSEPH L. BRUNO STADIUM – COUNTY EXECUTIVE

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Rensselaer County, Hudson Valley Community College and the Tri-City ValleyCats have previously entered into agreements concerning the use and operation of Joseph L. Bruno Stadium, located on the campus of Hudson Valley Community College; and

WHEREAS, The parties have agreed to extend the existing agreement for an additional one-year term, upon the same terms and conditions, to provide for the continued use and operation of the Stadium by the Tri-City ValleyCats; and

WHEREAS, The Hudson Valley Community College Board of Trustees has approved the one-year extension, and the extension agreement has been executed; and

WHEREAS, The County Executive has submitted the extension agreement to the Rensselaer County Legislature for ratification of the County's participation therein; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby ratifies and approves the previously executed one-year extension agreement with the Tri-City ValleyCats concerning the use and operation of Joseph L. Bruno Stadium, upon the same terms and conditions as the existing agreement, and ratifies the County's execution thereof; and, be it further

RESOLVED, That the County Executive, or his designee, is authorized to execute and deliver any documents and take such further actions as may be necessary to effectuate the foregoing, subject to approval as to form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

FOURTH AMENDMENT TO FACILITY AGREEMENT

This Fourth Amendment to Facility Agreement (this "Fourth Amendment") is made as of the 10th day of September, 2026, by and between Hudson Valley Community College, a community college sponsored by the County of Rensselaer, with its main campus located at 80 Vandenberg Avenue, Troy, New York 12180 (the "College"), and Tri-City ValleyCats, Inc., a New York corporation with offices at Joseph L. Bruno Stadium, 80 Vandenberg Avenue, Troy, New York 12180 (the "Team"). The County of Rensselaer, a municipal corporation of the State of New York, with offices at 99 Troy Road, East Greenbush, New York 12061 (the "County"), joins in the execution of this Fourth Amendment solely as the local sponsor of the College and solely for the limited purposes expressly stated herein.

WHEREAS, the College and the Team, by the Team's predecessor in interest, entered into that certain Facility Agreement dated as of June 20, 2000, concerning the Team's use and operation of Joseph L. Bruno Stadium located on the College's main campus at 80 Vandenberg Avenue, Troy, New York (the "Stadium");

WHEREAS, the Facility Agreement was subsequently modified by that certain Agreement dated January 3, 2005, that certain Second Amendment to Facility Agreement dated June 21, 2012, and that certain Third Amendment to Facility Agreement dated March __, 2014 (collectively, the "Facility Agreement");

WHEREAS, the current term of the Facility Agreement is scheduled to expire at the conclusion of the 2026 Baseball Season;

WHEREAS, the College and the Team desire to extend the term of the Facility Agreement for one (1) additional year upon the same terms and conditions presently in effect; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the College and the Team agree as follows:

1. The term of the Facility Agreement is hereby extended for one (1) additional year, through the conclusion of the 2027 Baseball Season, unless earlier terminated in accordance with the Facility Agreement.

2. Except solely for the extension of the term provided in Section 1 of this Fourth Amendment, the Facility Agreement is not otherwise amended or modified. All terms, conditions, covenants, rights, obligations and provisions of the Facility Agreement presently in effect shall remain unchanged and in full force and effect during the extended term and are hereby ratified and confirmed.

3. The County joins in and consents to the one-year extension provided by this Fourth Amendment solely in its capacity as the statutory local sponsor of the College and statutory owner of the underlying real property. Execution of this Fourth Amendment by the County Executive is subject to approval by the Rensselaer County Legislature.

4. Counterparts; Electronic Signatures. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically or by PDF shall be deemed originals for all purposes.

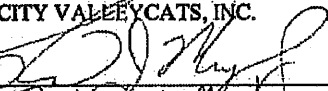
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the College and the Team have caused this Fourth Amendment to Facility Agreement to be executed by their duly authorized representatives, and the County has joined herein for the limited purposes expressly stated above, as of the date first written above.

HUDSON VALLEY COMMUNITY COLLEGE

By: 
Name: Gerard Marino
Title: Vice President
Date: 9/11/2026

TRI-CITY VALLEYCATS, INC.

By: 
Name: Richard J. Murphy
Title: President
Date: September 10, 2026

COUNTY OF RENSSELAER

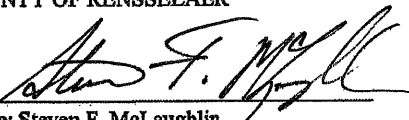
By: 
Name: Steven F. McLaughlin
Title: County Executive
Date: 9/11/2026

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*Rentor Agreement between HCC and
Team owner*

FACILITY AGREEMENT

JUN 15

This Facility Agreement ("Agreement") is made as of the 20th day of JUNE, 2000, by and between HUDSON VALLEY COMMUNITY COLLEGE, an educational institution sponsored by the County of Rensselaer with its campus at 80 Vandenburg Avenue, Troy, New York 12180 ("College"), and NATIONAL PASTIME CORPORATION, a Massachusetts corporation with its offices at 3 Cheshire Road, Suite 31, Pittsfield, MA 01201 (the "Team").

WITNESSETH:

WHEREAS, the College is engaged in the improvement of its facilities for educational and related use; and

WHEREAS, the New York State budget contains an appropriation in the amount of \$12,125,000.00 for services and expenses of higher education initiatives ("Appropriation"), which the College intends to utilize either directly or by suballocation to another department, agency or public authority for the construction of a Stadium (as hereinafter defined); and

WHEREAS, the College has sought a contractual relationship with a short-season minor league team that is affiliated and provides Class A baseball as it is the College's intention and desire to utilize the Stadium as a classroom and for the purpose of college activities for the maximum period of time possible and the short-season Class A minor league schedule is the schedule which provides the greatest access to the Stadium in furtherance of the College's intended academic and collegiate sport goals for the Stadium;

WHEREAS, Team seeks to use the Stadium on Completion (as hereinafter defined) for play by a short season Class A New York-Pennsylvania Professional Baseball League baseball team;

WHEREAS, the College and the Team understand that the expected territory of the Team will include both Rensselaer and Albany Counties and the Team is basing its relocation from Pittsfield, Massachusetts and the College is constructing the Stadium on that understanding with the anticipated result that a short-season Class A affiliated minor league team giving this size territory will be able to fulfill its obligations under the Facility Agreement; and

WHEREAS, the parties desire to agree upon the terms and conditions under which the Team will play in the Stadium on its Completion,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Article I - Definitions

1.1 Definitions. The words defined in the preamble shall have the meanings therein provided. Unless the context clearly otherwise requires, the terms defined in this section shall have the meanings specified below.

1.1.1 "Agreement" shall mean this agreement, along with all attachments, exhibits and schedules thereto.

1.1.2 "College Areas" shall mean all portions of the Stadium except: (1) Common Areas; and (2) Team Areas. College Areas shall be designated as such by the College on the Stadium Plans. In general terms, College Areas include (but are not necessarily limited to): (1) meeting rooms, storage rooms, locker rooms, and similar non-public facilities located in the Stadium which are not designated as Team Areas; and (2) storefront facilities incorporated into the Stadium, as designated on the Stadium Plans.

1.1.3 "Baseball Authorities" shall mean and refer to the Team's current and any future Major League affiliation, the New York-Pennsylvania Professional Baseball League, Inc., the National Association of Professional Baseball Leagues, and the Office of the Commissioner of Major League Baseball, or any successors or assigns of any of the same.

1.1.4 "Baseball Novelties" shall mean any baseball product, item, device, souvenir supply or other personal property including, but not limited to, any item customarily sold in souvenir/novelty stands, baseball caps and hats, bats, baseball shirts, baseballs, baseball cards, baseball gloves, baseball scorecards, programs, souvenir books and other baseball related products, provided, however, that Baseball Novelties shall not include items incorporating or utilizing College proprietary rights unless College and Team have separately negotiated a license of such rights.

1.1.5 "Baseball Season" shall mean the period commencing the earlier of two weeks prior to the first regular season game or June 1 of each year during the Term hereof and ending on the earlier of: (1) two weeks after the date on which the Team's last home game is played during the same calendar year, including any post-season competition; or (2) September 30.

1.1.6 "Campus" shall mean the campus of the College, located at 80 Vandenburg Avenue, Troy, NY 12180.

1.1.7 "Commencement Date" shall mean the commencement date of the first full Baseball Season following Completion of the Stadium.

1.1.8 "Common Areas" shall mean all portions of the Stadium except: (1) the Team Areas; and (2) College Areas. Common Areas shall be designated by the College as such on the Stadium Plans.

1.1.9 "Complete" and "Completion" shall have the meaning provided in Section 3.3 of this Agreement.

1.1.10 "Concessions" shall mean all food and beverage services, beverages, and food products required or appropriate for any and all events at the Stadium, whether through fixed or portable stands or vendors, including, without limitation, dining, Suite service if applicable, catering,

concessions vending, roving vendors, snack bars and any other food or beverages served in the Stadium provided that in the event the College is currently required to utilize a specific vendor for beverage vending machines, the definition of Concessions shall not include beverage vending machines as long as the College pays to the Team all net revenues from such beverage vending machines for Team Events. Non-food items are specifically excluded from the definition of Concessions.

1.1.11 "Concession Service Areas" shall mean all sales areas, storage areas, improvements, fixtures and trade fixtures in the Stadium which are to be used in connection with the operation of food and beverage services in the Stadium. Concession Service Areas shall be designated as such on the Stadium Plans.

1.1.12 "Facility Services" shall mean the operation and staffing of the in-Stadium box office, all ticket booths, ushering services, first-aid room to the extent required by Legal Requirements or Professional Baseball Requirements, the opening and closing of the Stadium, and the operation of all Stadium Utilities.

1.1.13 "Field Maintenance" shall include, but not be limited to, day-to-day and long-term maintenance of the playing field, which maintenance shall include periodic base path line painting, mowing, watering, fertilizing and other chemical treatments, sod replacement attributable to wear resulting from the normal use of the field, specialized turf care as required such as aeration, maintenance of all unsodded areas of the field, and all other treatments and upkeep required to maintain the quality of the field and immediate surroundings in accordance with Professional Baseball Requirements.

1.1.14 "Exterior Maintenance" shall include all maintenance of exterior landscaped areas of the Stadium, and the maintenance of the exterior grounds and facade of the Stadium.

1.1.15 "Initial Term" shall have the meaning set forth in Section 2.1 hereof.

1.1.16 "Janitorial Services" shall mean the cleaning and provision of supplies for all Common Areas including the stocking of all restrooms with paper products as required prior to all Team Events, the maintaining of any and all trash receptacles and enclosures and the securing thereof in an orderly fashion, the disposal of all trash collected from such areas immediately after Team Events, the pick-up of all trash and debris from Common Areas no later than the earlier of either 10:00 a.m. on the morning following such events or six (6) hours prior to the next Stadium Event. Janitorial Services provided to the Common Areas shall include all normal and non-extraordinary cleaning necessary to maintain the Common Areas in a clean, attractive and high quality manner.

1.1.17 "Major League Team" shall mean any team which is a member of the National League of Professional Baseball Clubs, Inc. or the American League of Professional Baseball Clubs, Inc. or their successors.

1.1.18 "League" shall mean the New York-Pennsylvania Professional Baseball League, Inc.

1.1.19 "Legal Requirements" shall mean all national, state and local laws, rules, regulations, orders, procedures, policies and ordinances.

1.1.20 "Naming Rights" shall mean the right to name the Stadium.

1.1.21 "Non-Team Events" shall mean any event, activity or program held at or in the Stadium, except Team Events.

1.1.22 "Open Date" shall have the meaning set forth in Section 5.2 hereof.

1.1.23 "Option Term" shall have the meaning set forth in Section 2.2 hereof.

1.1.24 "Parking" shall mean all paid and unpaid parking facilities on the Campus. The College will provide sufficient parking facilities in the proximity of the Stadium, which parking facilities will be no less than are required under the PBA.

1.1.25 "Professional Baseball" shall mean all baseball conducted under the control of Major League Baseball or The National Association of Professional Baseball Leagues. Professional Baseball does not include amateur, non-paid, recreational, high school or collegiate baseball teams.

1.1.26 "Professional Baseball Agreement" or "PBA" shall mean the certain Professional Baseball Agreement by and between the National League of Professional Baseball Clubs, Inc., the American League of Professional Baseball Clubs, Inc. and the National Association of Professional Baseball Leagues, Inc. as amended to date.

1.1.27 "Professional Baseball Requirements" shall mean all requirements, rules, guidelines or standards for Class A teams which exist as of the date of this Agreement and related to the use or operation of the Team or Stadium and have been established by Baseball Authorities including, but not limited to, requirements under the Official Professional Baseball Playing Rules and the PBA with respect to facility standards for Class A teams.

1.1.28 "Rental Payments" means all payments required to be made by the Team to the College under this Agreement.

1.1.29 "Request" shall have the meaning set forth in Section 5.2 hereof.

1.1.30 "Stadium" shall mean the baseball stadium intended to be constructed by the College in accordance with the Stadium Plans with a seating capacity of no less than 4,500.

1.1.31 "Stadium Plans" shall mean all of the plans, designs, specifications and

drawings which are produced by or at the direction of the College in consultation with the Team to comply with Professional Baseball Requirements. The term "Stadium Plans" shall be deemed to include any modifications, amendments or supplements to such Plans made by the College after consultation with the Team and which do not reduce the seating capacity of the Stadium. The Stadium Plans shall include an allocation of \$150,000 for the scoreboard, and the Team shall have the right to approve the plans for the scoreboard.

1.1.32 "Stadium Utilities" shall mean all electric, gas, sewage, and water services utilized by or for the benefit of the Stadium. Stadium Utilities shall not include telephone service or cable television service.

1.1.33 "Stadium Events" means, collectively, Team Events and non-Team Events.

1.1.34 "Staging" shall mean special field preparation and maintenance prior to and immediately following Stadium Events as may be directly necessary for, or particular to, such events. Staging shall include (but is not limited to): (1) lining the field, raking and other pre-event preparation of the unsodded areas of the field for baseball related events such as installation of bases; (2) conversion of the playing field for other non-athletic events; (3) installation and removal of any supplemental seating; (4) installation and removal of stage or platform equipment and/or temporary lighting which may be required for non-baseball related events; and (5) restoration of the field surface as required for baseball games after non-baseball related events. The term "Staging" shall not include Field Maintenance, Exterior Maintenance, Janitorial Services, and Facility Services.

1.1.35 "Suites" shall mean in-stadium luxury suites built into the Stadium grandstand if such Suites are designated as such on the Stadium Plans.

1.1.36 "Team" shall have the definition set forth therefor in the heading of this Agreement.

1.1.37 "Team Areas" shall mean the Team Office Area as described in Section 4.6 below, the Team Storage Area as described in Section 4.9 below, the Home Team Locker Room as described in Section 4.7, below, the Visiting Baseball Team Locker Room as described in Section 4.8, below, training facilities as described in Section 4.10, below, Umpires' Locker Room, Team Manager's Office and the Visiting Team Manager's Office as described in Section 4.8 below, Concession Service Areas, and all areas used for the sale or storage of Baseball Novelties and Concessions as described in Section 4.11 and 5.5 below. Team Areas are those areas designated as such on the Stadium Plans.

1.1.38 "Team Employees" shall mean all employees of the Team including the Team General manager, staff, personnel, Baseball Novelties sales personnel, personnel for the press box and press area, locker room personnel, Concessions sales personnel, event service personnel, public access and scoreboard personnel, program personnel, painting services for advertisers on the cutfield signage, advertising sales personnel, bat girls and boys, and all other paid, volunteer or honorary personnel deemed necessary by the Team. It is understood that the Field Manager, coaches and

players are employees of the Major League team affiliated with the Team and not employees of the Team.

1.1.39 "Team Events" shall mean:

- (1) any game between the Team and another member of the League, including exhibition, regular season, all-star and playoff games;
- (2) any Team practices;
- (3) any promotional event directly connected to a League game, such as pre- or post-game celebrations;
- (4) baseball clinics or camps; and
- (5) any non-baseball related event conducted or sponsored by the Team, as provided in Section 4.2, below.

Team Events other than those described in paragraphs (1) and (2) of this subsection shall require the prior approval of the College which shall not be unreasonably withheld.

1.1.40 ""Team Office Area" shall mean the Team's administrative offices to be designated on the Stadium Plans.

1.1.41 "Term" shall mean the Initial Term and any Option Term.

1.2 Number. For purposes of this Agreement, the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

Article II - Term of Agreement

2.1 Initial Term. The Initial Term of this Agreement shall mean ten (10) successive Baseball Seasons commencing with the Commencement Date.

2.2 Option Term. The Team shall have the option to renew the Term of this Agreement for two additional five year terms. All terms of this Agreement shall remain the same for the Option Term, except that the Capital Reserve as defined in Section 12.1. The Team shall give the College written notice no later than June 15, 2010 in the case of the first renewal term and June 15, 2015 in the case of the second renewal term.

Article III - Stadium Description

3.1 Stadium Construction. The College shall bear the costs of the construction of the Stadium but only to the extent of the Appropriation. The College subject to the other terms and

conditions of this Lease and force majeure delays described in Section 15.31 will (i) use its reasonable efforts to complete the Stadium on or before June 1, 2001 and (ii) Complete the Stadium no later than June 1, 2002. The College will notify the Team prior to September 15, 2000 or such later dates as the parties shall agree, whether all necessary approvals for the commencement of construction have been received. ("September Notice"). The College will notify the Team on or before October 15, 2000 whether or not the Stadium will be Complete on or before June 1, 2001 in the estimation of its contractor. ("October Notice") In the event that the College fails to deliver the October Notice or such notice indicates that the Stadium will not be completed by June 1, 2001 the Team shall not be obligated to commence its obligations under the Agreement until the 2002 Baseball Season. In the event that the College fails to deliver the September Notice stating that all such approvals have been received, the Team may cancel this Agreement. . The execution of this Agreement is not a covenant on behalf of the College to construct the Stadium and the completion thereof is in all respects a condition of this Agreement. In the event a stadium is built by the College at any time prior to June 30, 2005, the College will offer the use of such stadium to the Team on the same terms and conditions as are set forth herein.

3.2 Stadium Related Items. The College shall be responsible for completing the Stadium and providing the following items from the Appropriation:

3.2.1 concrete footings, structure steel and electrical service for the scoreboard;

3.2.2 construction and finishing (not furniture) of any Suites which the College may determine to construct;

3.2.3 Reserved.

3.2.4 adequately finished office space for Team staff and an efficient box-office sales effort, such space to include acoustic tile ceiling with lights, painted drywall, completed electric, heating and ventilation systems and carpet in a color selected by the Team, but shall not include furniture or office equipment;

3.2.5 adequate electrical power for events such as concerts and television coverage;
and

3.3 Complete. "Complete," for purposes of this Agreement, shall mean that: (1) all required permits shall have been issued for the Stadium; and (2) the Stadium shall satisfy Professional Baseball Requirements in all material respects. "Completion" shall have the correlative meaning of "Complete."

3.4 Early Occupancy; Temporary Accommodations. In the event that certain Team Areas of the Stadium are substantially Completed, available and adequate for use by the Team on or before June 1, 2001, then in the event play in such partially completed Stadium ^{is} approved by the League, the Team may use such areas before such date upon approval of the College, which approval shall not be unreasonably withheld. In the event play commences with a partially

Completed Stadium (provided the College is able, using reasonable good faith efforts, to obtain necessary occupancy approvals), at the option of the Team, the College and Team agree to use their best efforts to improvise for those areas which are not completed, including, but not limited to, temporary office space, rest rooms, mobile food services and temporary seating and bleachers ("Temporary Facilities"). The cost for such Temporary Facilities shall be paid by the College.

3.5 Stadium Plans. The College shall prepare or have prepared Stadium Plans in consultation with the Team which shall meet the criteria articulated in Section 3.1 of this Agreement. Attached hereto as Schedule 3.5 are all of the Professional Baseball Requirements in existence on the date of this Agreement which have been provided by the Team. As Stadium Plans are produced and modified during the design/build process, the Team shall review the Stadium Plans (and obtain the review and approval of the Stadium Plans by Baseball Authorities, where necessary) for the purpose of: (1) determining that the general design of the Stadium is in conformity with Professional Baseball Requirements; and (2) identifying various areas (i.e., College Areas, Common Areas and Team Areas) within the Stadium with respect to which the Team and the College shall have certain rights and responsibilities, as set forth in this Agreement. Upon completion of the Stadium Plans, the completed Stadium Plans shall be initialed by the parties and attached as Exhibit A. The Team's consent shall not be required for modifications to the Stadium Plans, provided, however, that all such modifications shall (a) be in conformance with the Professional Baseball Requirements identified on Schedule 3.5 hereof and (b) not contradict a specific term of this Agreement.

3.6 Modifications to Stadium. Subject to the caveats set forth in the last sentence of Section 3.5, modifications to the Stadium during the Term of this Agreement shall be at the discretion of the College; *provided, however*, that the College shall advise the Team of any proposed modifications and shall provide the Team with the opportunity to comment thereon. At all times during the Term hereof the College shall assure, at its cost and expense, that the Stadium will comply with all Professional Baseball Requirements which have been provided by the Team and are identified on Schedule 3.5 attached hereto as in existence on the date of this Agreement. The College will use its best efforts to accommodate changes, alterations, additions or modifications to the Stadium as may be requested or required by Baseball Authorities in order to comply with future Professional Baseball Requirements at the request of the Team; *provided, however*, that the College shall not be required to bear the cost and expense of any such changes, alterations, additions or modifications which shall be paid for by the Team.

Article IV - Team Use of Stadium

4.1 Baseball Operations - Generally. The Team shall use the Stadium for play by a short season Class A New York-Pennsylvania Professional Baseball League baseball team. Provided that the Stadium is Complete, the Team shall have the right to conduct, and agrees to conduct, all baseball related Team Events during the Baseball Season at the Stadium beginning with the Commencement Date and continuing for the Initial Term of this Agreement. The College shall not be liable for the failure to have the Stadium Complete before June 1, 2001. If the Stadium is not Complete by such date, upon request of the Team, the College shall assist the Team to find suitable alternative facilities until the Stadium is Complete, but shall have neither obligation to supply such

facilities nor liability failure to secure them. The Team shall operate the Stadium in a clean, safe, and healthy manner and in compliance with Legal Requirements relating to health and cleanliness.

4.2 Non-Baseball Team Events - Generally. Subject to the prior approval of the College not to be unreasonably withheld, the Team shall have the right to conduct non-baseball related Team Events at the Stadium for a total of seven (7) days (or parts thereof) during each Baseball Season.

4.3 Priority of Team Events - Home Games. Team regular season home games and playoff home games conducted during the Baseball Season shall have scheduling priority over all non-Team Events: *Provided, however*, that the Team shall have notified the College prior to March first of each Baseball Season of the Team's regular home game schedule and, as soon as possible, the League's playoff schedule. The Team shall notify the College as soon as is reasonably possible of any potential playoff home game dates. The College and the Team shall consult and cooperate throughout the Term of this Agreement in order to accommodate unforeseen or unpredictable scheduling difficulties, such as (but not limited to) the postponement and re-scheduling of Stadium Events due to weather, power outages, and so forth.

4.4 Priority of Non-Baseball Related Team Events. As specified in Section 4.2 above, the Team shall have the right to conduct non-baseball Team Events for a total of seven days (or parts thereof) during each Baseball Season. Such Team Events shall have scheduling priority over all non-Team Events: *Provided, however*, that the Team shall have notified the College prior to June first of each Baseball Season of the scheduled date of each such non-baseball related Team Event.

4.5 Reserved

4.6 Team Office Area. The Team shall have the exclusive use of the Team Office Area, to be designated on Stadium Plans, on a year round basis during the Term of this Agreement.

4.7 Home Team Locker Room. The Team shall have the exclusive right to occupy and use that portion of the Home Team Locker Room designated on Stadium Plans, during the Baseball Season. On or before the end of each Baseball Season, the Team shall vacate the Home Team Locker Room, and shall turn such area over to the College and the College shall return such area over to the Team at the commencement of each Baseball Season in good repair and order, broom clean. Nothing in this Agreement shall preclude shared use of such facility by the College which does not interfere with Team Events.

4.8 Visiting Baseball Team Locker Room and Umpires' Locker Room. The Team shall have the exclusive right to occupy and use that portion of the Visiting Baseball Team Locker Room, the Umpires' Locker Room, the Team Manager's Office, and the Visiting Team Manager's Office to be designated on Stadium Plans, during the Baseball Season on those days for which the Team has scheduled a home game. Nothing in this Agreement shall preclude shared use of such facilities by the College which does not interfere with Team Events.

4.9 Team Storage Area. The College shall provide the Team with unheated storage space to be designated by the College on Stadium Plans of up to 300 square feet within the Stadium for the Team's exclusive use on a year round basis during the Term of this Agreement.

4.10 Training Facilities. The parties acknowledge that the Stadium is being designed and constructed so as to provide or take advantage of training facilities (batting tunnels, weight rooms, whirlpool facilities, and so forth) that are or may be integrated with existing facilities on the Campus. It is intended and agreed by the parties that the facilities provided by the College be available for use not only by the Team, but also other users of the Stadium (such as, but not limited to, classes, high school teams, and college teams), to the extent appropriate. However, the parties agree to consult, cooperate, and utilize their best efforts to schedule the use of such facilities in a manner that will maximize their use and benefit to the College, the Team, and the community as a whole on a year round basis, except for equipment and facilities provided by the Team, which shall be for the exclusive use of the Team.

4.11 The Team shall have the exclusive right to occupy and use sales areas and storage areas to be designated by the College on Stadium Plans for Baseball Novelties.

4.12 Concession Service Areas. The Team shall have the exclusive right to occupy and use the Concession Service Areas to be designated by the College on the Stadium Plans, during Baseball Season during the Term of this Agreement. Team shall provide Concessions for non-Team Events during the Baseball Season at the request of the College. The College shall have the option to provide such Concessions itself. In the event that the College exercises its option to provide Concessions at non-Team Events during the Baseball Season, the College shall have the right to use the Concession Service Areas at cost for such period of time before, during and after the non-Team Event as is reasonably necessary to provide Concessions at such non-Team Event. The cost shall be at a rate to be negotiated between the parties prior to its use. In addition, the College shall have the right to use the Concession Service Areas outside the Baseball Season. The College shall be obligated to keep the Concession Service Areas in good order and condition during its use thereof.

4.13 Exclusive use of Team Areas During Baseball Season. Except as may otherwise be specifically provided in this Agreement, the Team shall have the exclusive use of Team Areas during the Baseball Season.

4.14 Use of the Common Areas of Stadium During Team Events. The Team shall have the use of the Common Areas of the Stadium for Team Events.

4.15 Legal Requirements. The Team's use of the Stadium shall be in all respects in compliance with Legal Requirements and the reasonable rules and regulations of the College of which Team has written notice. Smoking shall not be allowed in general seating areas. The Team shall, however, not be responsible for any structural or non-structural improvements to the Stadium in order to comply with Legal Requirements, other than Team related Legal Requirements, such obligations to be obligations of the College

Article V - College Use of Stadium; Scheduling

5.1 Non-Team Events - Generally. The College shall have the right to conduct non-Team Events at the Stadium, including, but not limited to, collegiate and high school games, education, classes, training, matches, practices, and other activities which will not adversely affect the field. Subject to the provisions of Article IV and Article V regarding scheduling priorities, the College shall have the right to use all Common Areas and Team Areas (except at such times as the Team has the right to the exclusive use of the Team Areas in question, as specified in Article IV of this Agreement) in conducting non-Team Events.

5.2 Non-Team Events - Priority. In the event that a Team Event has not been scheduled, and/or notice of a Team Event has not been given to the College as specified in Sections 4.3 and 4.4 above, for a particular date, such date shall be considered an "Open Date." The Team may schedule an Open Date by providing to the College a written request to College Athletics Director (a "Request") to use an Open Date. The Request shall include a description of the activity to be conducted in sufficient detail to allow the College to review the Request. An Open Date shall be deemed to have been scheduled when accepted by the College.

5.3 College Areas. The College shall have the exclusive use of College Areas, to be designated on the Stadium Plans and defined in Article I, on a year round basis.

5.4 Scheduling Cooperation. The Team and the College will consult and cooperate in good faith in the scheduling of Stadium Events so as: (1) to avoid scheduling and marketing conflicts; and (2) to maximize the use of the Stadium on a year round basis. Notwithstanding the foregoing, the failure of the Team and the College to agree on a particular matter shall not be construed as a failure by either party to consult and cooperate as required by this Section 5.4.

5.5 Storefront Shops. The College shall give the Team the exclusive use of a storefront to be designated on the Stadium plans (or "Team Storefront"). Subject to the foregoing, the College shall have the exclusive right to control and lease any storefront shops which may be incorporated into the Stadium, now or in the future. The College shall not lease such shops to a purveyor of food or beverage items or any business selling Baseball Novelties. No advertising on the storefronts will conflict with advertising in the Stadium or the Team Storefront.

Article VI - Concessions and Baseball Novelties

6.1 Concessions. The Team shall have the exclusive right and responsibility to provide Concessions at all Team Events and non-Team Events during the Baseball Season. The College shall have the option to provide Concessions at non-Team Events. In such case, the Team shall make available to the College without charge such Concession Service Areas as may be reasonably necessary to provide such Concessions but subject to the obligations of the College under Section 4.12.

6.2 Quality. All Concessions provided by the Team at Stadium Events will be provided

and delivered in a high quality, professional manner which is consistent with Professional Baseball Requirements.

6.3 Concession Products. Subject to the requirements of Section 6.2 and Legal Requirements, the Team shall have the exclusive right to determine the brands of food products, non-alcoholic beverages, and beer and wine sold within the Stadium.

6.4 Compliance with State and Local Rules and Regulations. The Team shall assure that the Concession Service Areas are operated in a clean, safe and healthy manner and in compliance with Legal Requirements relating to health and cleanliness.

6.5 Compliance with State Alcoholic Beverage Statutes and Regulations. To the extent the Team provides alcoholic beverages as part of the Concessions, the Team shall be solely responsible for assuring that the sale of alcoholic beverages are made, and the Concession Service Areas operated and maintained, in strict compliance with all Legal Requirements concerning the sale of alcoholic beverages.

6.6 Licenses and Permits. The Team is responsible for obtaining all applicable state and/or local permits and licenses for its provision of Concessions in the Stadium including, but not limited to, appropriate beer and wine licenses. The Team represents and warrants that it or its agent will, at all times during the Term of this Agreement, maintain, or provide for the maintenance of, appropriate permits for the sale of beer and wine in the Stadium. The College and the Team will not take any action which would prevent the sale of beer or wine within the Stadium, and shall fully cooperate in executing all necessary documents which may be required to keep such licenses and permits in full force and effect.

6.7 Beverages in Glass Bottles and Cans Prohibited. No beverage shall be sold by the Team in the Stadium in cans or glass bottles.

6.8 Baseball Novelties. The Team shall have the exclusive right to market and sell Baseball Novelties within the Stadium.

Article VII - Marketing, Advertising and Broadcast Rights

7.1 Tickets - Team Events. The Team shall have the sole right and responsibility for marketing, selling and determining the prices and terms of tickets to Team Events and shall retain the revenue therefrom. Box offices located within the Stadium shall be available for use by the Team on a year round basis.

7.2 Tickets - Non-Team Events. The College shall have the sole right and responsibility for marketing, selling and determining the prices and terms of tickets to non-Team Events and shall retain the revenue therefrom.

7.3 Internal Advertising. Subject to the terms of Section 7.4 below, the Team shall

determine the location, content and/or type of advertising signage within the Stadium including, but not limited to, the scoreboard (including message center advertising), interior walls, interior fences, interior facades, and interior appurtenances. All such advertising shall not be visible to the extent practicable and in accordance with generally recognized commercial standards from outside the Stadium and shall not be constructed, painted, or otherwise applied in a manner that will damage or injure any component of the Stadium.

7.4 Content of Advertising. Notwithstanding the provisions of Sections 7.3, the amount and content of all advertising shall be in accordance with Legal Requirements and in good taste and in accordance with the educational mission of the College and generally recognized commercial standards. There shall be no advertisements for liquor, wine, or tobacco products.

7.5 Exclusive Broadcast Rights. The Team shall have the exclusive right to broadcast, by any means now or hereafter developed, all Team Events held in the Stadium during the Term of this Agreement, and to sell or assign all or any portion of the rights thereof. The College shall have the exclusive right to broadcast, by any means now or hereafter developed, all non-Team Events held in the Stadium during the Term of this Agreement, and to sell or assign all or any portion of the rights thereof.

Article VIII - Stadium Maintenance and Repair

8.1 Field Maintenance. The Team shall provide and be solely responsible for Field Maintenance during the Baseball Season provided that the College shall be responsible for returning the field to the Team following a non-Team event during Baseball season in the same condition as prior to such non-Team event.

8.2 Exterior Maintenance. The College shall provide, and be responsible for, and shall bear all the costs of Exterior Maintenance not caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, team players or personnel of visiting baseball teams).

8.3 Facility Services and Security Services. The Team shall provide and be responsible for, and the Team shall bear all the costs of security services associated with Team Events. The Team shall provide and be responsible for, and shall bear all the costs of, Facility Services associated with Team Events.

8.4 Janitorial Services. The Team shall provide and be responsible for, and the Team shall bear all the costs of, Janitorial Services (including emptying bulk garbage dumpsters) associated with Team Events. For purposes of this Section 8.4, the term "supplies" shall include, but is not necessarily limited to, items such as: (1) trash can liners; (2) soap, detergent, bleach, and other cleaning agents; (3) brooms, mops, buckets, and similar cleaning utensils; and (4) toilet paper, paper towels, and similar paper products.

8.5 Staging. The Team shall provide, shall be solely responsible for, and shall bear all the Costs of, Staging associated with Team Events. The College shall provide, shall be solely responsible for, and shall bear all the costs of, Staging associated with non-Team Events.

8.6 Stadium Equipment and Fixtures. The College shall provide, shall be responsible for, and shall bear all the costs of routine maintenance and repair of College-owned property. Provided, however, that the Team shall be responsible for any damage to College-owned property as may be caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, personnel of visiting baseball teams). Fixtures purchased or provided by the Team shall become the property of the College at the end of the Term.

8.7 Capital Repairs and Replacements. The College shall provide, shall be responsible for, and shall bear all the costs of, all repairs, renovations and/or replacement costs for College-owned property which are capital in nature: Provided, however, that the Team shall be responsible for any damage to College-owned property as may be caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, personnel of visiting baseball teams).

8.8 Field Restoration Costs and Damage to the Playing Field. All costs of playing field restoration required as a result of damage to the field, will be paid by the College except for damage caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, personnel of visiting baseball teams) in which case the Team shall bear the cost of repair. Normal wear and tear, shall be borne by the party conducting the event causing the damage to the field. Neither party will permit any use of the playing field which causes or may cause any material damage to the playing surface, other than such damage as is normally attendant to the holding of athletic events.

Article IX - Stadium Utilities

9.1 Generally. The Team shall be responsible for all Stadium Utilities and shall reimburse the College for costs and expenses arising from or related to the use of such utilities during the Baseball Season except for non-Team Events. The Team shall exercise all reasonable efforts to conserve the usage of Stadium Utilities.

9.2 Telephones. The College shall be responsible for the cost, installation and maintenance of an adequate number of pay and other telephones in the Common Areas of the Stadium, including the press box, bullpen and dugouts. The College shall be responsible for the telephone wiring of, but not the cost, installation or maintenance of telephones in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team will be responsible for the cost and installation of all telephones in Team Areas. The Team shall be responsible for all telephone utility costs which are incurred with respect to telephone usage in Team

Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team shall also be responsible for all telephone utility costs which are associated with Team Events (including, but not limited to, telephone usage by the press, and visiting team broadcasters).

Article X - Indemnification and Insurance

10.1 Indemnification by Team. The Team agrees to indemnify and hold harmless the College, the State University of New York, and the County of Rensselaer, and their respective officers, representatives, trustees, directors, duly authorized agents and employees, from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including attorneys' fees, which are incurred in connection with, or arise by reason of: (1) any act, omission or negligence of the Team or its duly authorized agents; (2) any breach of this Agreement by the Team; and/or (3) any Team Event or any incident occurring in conjunction with, or as a result of, a Team Event.

10.2 Indemnification by College. The College agrees to indemnify and hold harmless the Team, its shareholders, officers, directors, duly authorized agents and employees, from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expense, including attorneys' fees, which are incurred in connection with, or arise by reason of: (1) any act, omission or negligence of the College or its duly authorized agents; (2) any breach of Agreement by the College; and/or (3) any non-Team Event or any incident occurring in conjunction with, or as a result of, a non-Team Event. Notwithstanding the foregoing provisions of this Sections 10.1 and 10.2, nothing herein shall be construed as rendering the Team or the College in any way liable to any third party.

10.3 Insurance Required of Team. The Team shall carry and maintain all insurance coverages as are necessary and appropriate for conducting Team Events and Team operations (including, but not limited to, personal injury, property damage, dram shop and public liability). Such insurance shall be primary, and not contributing with any other insurance maintained by the College except for negligence attributable to the College, its employees, agents or servants. The Team agrees to furnish to the College, prior to commencement of each Baseball Season, a certificate of insurance issued by its insurance carrier and in a form acceptable to the College. Failure to provide the College with the required insurance certificate within the stipulated time shall constitute a material breach of this Agreement. The Team shall secure general liability and personal injury in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, product liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, fire legal liability in the amount of \$1,000,000, automobile liability in the amount of \$1,000,000, umbrella liability in the amount of \$9,000,000. Such insurance shall remain in effect at all times during the Term of this Agreement. The insurance coverage shall include as an "additional insured" the following: the County of Rensselaer, the State University of New York, and Hudson Valley Community College. Such insurance coverages shall provide that coverage may not be cancelled except upon ten days written notice to the College.

10.4 Workers Compensation and Disability Insurance. The Team shall maintain workers

compensation and employee disability benefits insurance coverages for all Team Employees during the Term of this Agreement. Such insurance shall comply with all laws of the State of New York.

10.5 Insurance of Team Property. The Team shall be solely responsible for, and shall bear all the costs of, insuring property owned by the Team.

10.6 Cost of Insurance Coverage. The Team shall be solely responsible for procuring, and shall bear all the costs of, the insurance coverages required by Sections 10.3, 10.4 and 10.5, above.

10.7 Waiver of Subrogation. The Team and the College shall obtain waivers of subrogation from their respective insurers.

10.8 Insurance by College. The College shall maintain property and casualty insurance sufficient to replace the Stadium in accordance with the Stadium Plans in the event of destruction.

Article XI - Division of Revenues and Costs

11.1 Team Revenues. The Team shall retain the revenues generated by the following:

- (a) Ticket sales for Team Events, as more fully described in Section 7.1, above.
- (b) One hundred percent (100%) of the Concession sales as more fully described in Section 6.1 above.
- (c) One hundred percent (100%) of sales of pouring rights, internal advertising, including but not limited to all advertising inside the Stadium including scoreboard advertising/message center, public address announcements, outfield fence advertising, and advertising within the grandstand.
- (d) All broadcast rights to Team Events.
- (e) All novelty/souvenir sales, program sales, and promotions generated by Team Events.
- (f) Sales of Baseball Novelties, as described in Section 6.8..

11.2 College Revenues. The College shall retain the revenues generated by the following:

- (a) One hundred percent (100%) of the revenue from non-Team Event Concession sales to the extent the College has elected to take on the concession for such events.
- (b) All broadcast rights to non-Team Events.
- (c) All novelty/souvenir sales, program sales, and promotions generated by non-

Team Events other than Baseball Novelties.

(d) Sales or rentals of Stadium naming rights as described in Section 15.28, below.

(e) Parking rental fees, provided, however, that the College shall provide for the Team, without cost, seventy-five (75) spaces ("Allocation") for employees, members of the Team and visiting team, press, media, and officials. This Allocation shall be reviewed annually.

(f) All other items of revenue from operations other than Team operations, including, but not limited to, rentals from storefront shops (as described in Section 5.5, above) that may be incorporated into the Stadium.

11.3 Team Costs. The Team shall be responsible for, and shall bear all the costs of, the following:

(a) All costs of Team operations, including (but not limited to) Concessions operations, as specified in Article VI, above, insurance coverage for Team Events and Team operations, as specified in Article X, above, property insurance for Team-owned property, as specified in Section 10.5, above, telephone and telephone utility costs, as specified in Section 9.2, above, cable television costs, and so forth.

(b) Costs of Field Maintenance, as specified in Section 8.1, above.

(c) Costs of Exterior Maintenance, as specified in Section 8.2, above.

(d) Costs of Facility Services and security services, as specified in Section 8.3, above.

(e) Costs of Janitorial Services, as specified in Section 8.4, above.

(f) Costs of Staging, as specified in Section 8.5, above.

(g) All costs related to providing Concession, Baseball Novelties and novelty/souvenir sales, including supplies, and personnel costs, as described in Article VI, above. The Team shall be responsible for maintaining the Concession equipment in good repair and order, ordinary wear and tear excepted.

(h) The cost of the purchase and installation of a state of the art contemporary scoreboard/message center to the extent it is not covered by the Appropriation and the budget for the Stadium.

(i) All applicable state, local, and federal taxes, if any, assessable with respect to Team Events and Team operations. Except as specified above, or as may be specifically provided

elsewhere in this Agreement, the Team shall not be responsible for any costs related to the operation and maintenance of the Stadium, unless otherwise agreed upon by the Team and the College.

- (j) Costs of Concessions equipment for a first rate stadium.
- (k) The costs of Stadium utilities during the Baseball season.
- (l) The cost of insurance required of the Team.

11.4 College Costs. The College shall be responsible for, and shall bear all the costs of, the following:

(a) Routine maintenance and repair of Stadium equipment and fixtures: Provided, however, that the Team shall be responsible for any damage to College-owned property as may be caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, Team personnel and/or agents of the Team, as specified in Section 8.6, above.

(b) All repairs, renovations and/or replacement costs which are capital in nature, as specified in Section 8.7, above.

(c) Casualty (fire and other hazards) insurance for the Stadium and College-owned property.

(d) Liability insurance costs for non-Team Events.

(e) Utility costs (other than telephone costs) attributable to non-Team Events and non-Team operations and outside the Baseball Season.

(f) Reserved.

(g) Costs of Exterior Maintenance, as specified in Section 8.2, above.

(h) Costs of Field Maintenance, as specified in Section 8.1, above.

(i) Costs of Facility Services and security services, as specified in Section 8.3, above.

(j) Costs of Janitorial Services, as specified in Section 8.4, above.

(k) Costs of Staging, as specified in Section 8.5, above.

(l) All other Stadium-related costs for which the Team is not specifically responsible.

Article XII - Restricted Account for Capital Use for the Stadium

12.1 Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Year 1	\$25,000
Year 2	\$25,000
Year 3	\$25,000

At the end of the third Baseball Season and the first year of any Option Term, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder on the basis of the remaining term of this Agreement with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the College and the Team are unable to agree, this matter will be submitted to arbitration, under the Commercial Arbitration Rules of the American Arbitration Association.

12.2 Additional Rent or Credit - Suite Rentals. In the event that the Stadium Plans include Suites, the parties shall discuss the allocation of expenses and revenues associated therewith.

12.3 Certain Benefits. The Team shall provide the College with the following additional benefits or facilities without charge:

12.3.1 One outfield sign for promotion of the College and not for outside revenue;

*

12.3.2 Twelve season tickets or a suite if constructed and not to be utilized for outside revenue;

12.3.3 To the extent of Team radio broadcasts, three radio spots per Team Event to publicize the College and its programs or events;

*

12.3.4 An on-site presence at all Team Events to publicize the College and its programs or events.;

*

12.3.5 One unpaid public address announcements per game to publicize the College and its programs or events.

*

Article XIII - Destruction of Stadium

13.1 Destruction. In the event that the Stadium is totally or partially destroyed, the Team's rent shall be abated until repair or reconstruction by the College is Complete. The College shall

repair the Stadium provided, however, that nothing in this Section 13.1 shall require the College to repair or reconstruct the Stadium if the insurance therefore required under Section 10.8 above is insufficient to pay the costs thereof.

13.2 Reduction in Payment. Should the Stadium be unavailable for any of the Team's home Baseball Season games as a result of the destruction or other limitation in the use of the Stadium, not caused by a Team Event the Rental Payments due the College under Article XII, above, shall be reduced proportionate to that limitation of use.

13.3 Assistance of the College in Locating a Temporary Alternate Facility. If the Stadium becomes unavailable on a temporary basis by reason of either the partial destruction of the Stadium or the repair or restoration of the Stadium, or for any other reason, the College shall utilize its best efforts to assist the Team in locating an adequate temporary facility within, or in reasonable proximity to, the County of Rensselaer.

Article XIV - Assignment

14.1 Assignment. This Agreement shall not be assigned by the Team without the consent of the College which shall not be unreasonably withheld. The transfer of all of the capital stock of the Team to persons other than existing shareholders, their spouses, children or descendants or a merger or consolidation which results in such a transfer shall be deemed an assignment requiring the consent of the College.

Article XV - General Provisions

15.1 Governing Law. This Agreement shall be construed under, and in accordance with, the laws of the State of New York.

15.2 Entire Agreement. Except as otherwise specifically referenced herein, this Agreement constitutes the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof. This Agreement supersedes all previous verbal and written communications, representations, agreements, promises or statements.

15.3 Representations. The Team and the College, respectively, each represent and warrant to each other that their respective officers acting as signatories to this Agreement have the authority to bind the Team and the College, and that this Agreement, when properly executed by both parties, will constitute a valid and binding agreement, enforceable in accordance with its terms.

15.4 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and, with respect to the Team, if such holding does not affect the ability of the Team to perform and have access to the

Stadium as provided for herein, and, with respect to the College, such holding does not reduce or modify the benefits running to the College as provided herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

15.5 Notices and Addresses. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice:

(a) If to College, to:

Hudson Valley Community College
Attention: John Buono, President
Telecopy No.: (518) 629-8145

with copies to:

Featherstonhaugh, Conway
Wiley, & Clyne, LLP
Attention: Stephen J. Wiley, Esq.
Telecopy No. (518) 427-0452

(b) If to Team, to:

5 Knollwood Drive
Larchmont, NY 10538

Attention: William L. Gladstone
Telecopy No. (914) 834-9144

with copies to:

Sullivan & Worcester
767 Third Avenue
New York, NY 10017
Attention: Charles M. Dubroff, Esq.
Telecopy No. (212) 758-2151

The date of any such notice shall be the date it is sent by fax (with confirmation) or hand delivered, the business day following the date such notice is delivered (all expenses paid) to a nationally recognized overnight delivery service or the date such notice is otherwise received.

15.6 Amendment, Modification or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon, and duly executed by the parties hereto.

15.7 Rights and Remedies Cumulative. 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 rights 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.

15.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

15.9 Headings Only for Reference. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.

15.10 Status of Parties. 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 an agency relationship, a partnership or joint venture between the League, the Team, or the College with respect to the Team's activities conducted at the Stadium pursuant to the terms of this Agreement.

15.11 Waiver. The waiver by either party of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.

15.12 Improvements. The Team shall make no material improvements in the Team Areas or any other portion of the Stadium without the prior written consent of the College, which consent shall not be unreasonably withheld. Any improvements made to the Stadium by the Team will become the property of the College.

15.13 Waste or Nuisance. The Team shall not commit or permit any waste on or about the Stadium during the Term of this Agreement, nor shall it permit use of the Stadium or Team Areas for any unlawful purposes.

15.14 Observance of Laws. The Team agrees that it, its employees and its agents shall abide by, conform to and comply with all Legal Requirements. The Team will not do, nor suffer to be done, anything during the Term of this Agreement which is in violation of any such Legal Requirements. If the attention of the Team is called to a violation of such Legal Requirements on the part of the Team or any person employed by or admitted to the Stadium by the Team, the Team will immediately desist from and use its best efforts to correct such violation in accordance with the terms hereof.

15.15 No Defacement of Premises. The Team shall not injure nor mar, nor in any manner deface, the Stadium, and shall not cause or permit anything to be done whereby the Stadium shall be in any material manner injured, marred or defaced. The Team shall not make or allow to be

made, any material alteration to the Stadium without the prior written consent of the College, which consent shall not be unreasonably withheld. If the Stadium, or any portion thereof, during the Term of this Agreement, is damaged by the act, default or negligence of the Team, the Team's agents and employees, any visiting professional baseball team or its agents and employees, or any other party, its agents and employees, who are using the Stadium in conjunction with Team Events, the Team will pay to the College, upon demand, such sum as shall be necessary to restore said premises to its original condition, reasonable wear and tear excepted.

15.16 Seating Capacity. In no event shall tickets to any Team Event, or any other use of the Stadium by the Team, be sold or disposed of in excess of the seating capacity of the Stadium, which shall include grass and picnic areas.

15.17 Aisles Clear. The Team will not permit chairs or removable seats to be or remain in the passageways and will keep all passageways clear at all times.

15.18 No Obstruction of Sidewalk and Other Passageways. No portion of the sidewalks, entries, passages, vestibules, halls, elevators and all ways of access to public utilities of the Stadium shall be materially obstructed by the Team. Doors, stairways, and lighting attachments shall not be materially obstructed by the Team. Water closets and water apparatus will not be used for any purpose other than that for which they were constructed.

15.19 Copyrighted Material. The Team shall assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the conduct of a Team Event. The Team agrees to indemnify and hold harmless the County and the College and their duly authorized representatives from all damages, costs, expenses, including attorney's fees, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Team in connection with the event. The Team shall obtain and pay for all appropriate BMI, ASCAP and SESAC licenses for the event.

15.20 Removal of Equipment. In the event platforms or staging or any other structures are erected by the Team in any portion of the Stadium, the expense of such erection or removal shall be paid by the Team, and all damage to said premises or furnishings, caused by the erection or removal of such platforms, staging or other constructions, shall be paid by the Team.

15.21 Quit Premises. In the event the Stadium is not vacated by the Team upon termination of this Agreement, then the College shall be, and is hereby authorized, to move from said premises, at the expense of the Team, goods, wares, merchandise and property, of any and all kinds and descriptions, which may be then occupying Stadium. The College shall not be liable for any damages or loss of said goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which they may be removed.

15.22 Lost Articles. The Team shall have the right to collect and have custody of articles left in the Common Areas by persons attending Team Events. The College shall have the right to collect and have custody of articles left in the Common Areas by persons attending non-Team

Events.

15.23 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15.24 Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated into and are a part of this Agreement as if fully set out herein.

15.25 Access of Team to Stadium. The Team and its agents, assignees, invitees and licensees shall at all times during the Term hereof have reasonable means of ingress and egress to and from the Stadium.

15.26 Recording. Either party may request that a memorandum summary of this Agreement be executed for the purpose of making a notice filing of this Agreement.

15.27 Non-Baseball Related Team Events. The Team's use of a promoter or other such agent for purposes of conducting non-baseball related Team Events, and the Team's rental of signage or advertising as permitted hereunder, shall not be deemed to be a sublease or assignment of this Agreement if it is specifically authorized by the College.

15.28 Naming Rights. The parties acknowledge and agree that the College shall have the right to name the Stadium, to market and sell the right to name the Stadium, and to receive and retain all revenues to be derived from the marketing and sale of the name rights to the Stadium. The Team agrees that it shall exercise its best efforts to support and enhance the value of the naming rights. To the extent that it refers to the Stadium in promotional material, marketing, advertising, tickets and similar materials, the Team shall refer to and identify the Stadium by the name designated by the College, and no other name.

15.29 Access to Team Areas by College. The College shall have such access to all Team Areas during the Term of this Agreement as may be reasonably necessary to enable the College to carry out its obligations under this Agreement and to maintain and preserve the Stadium, related equipment, and fixtures.

15.30 Negotiation of Cooperative Arrangements. The parties agree to consult with each other concerning such cooperative arrangements as may be mutually beneficial to each party's operations and activities. Such arrangements may include, but are not limited to the use of College personnel by the Team to perform all or a portion of the duties and obligations of the Team under this Agreement. Notwithstanding the foregoing, the failure of the Team and the College to agree upon one or more such cooperative arrangements shall not be construed as a failure by either party to consult and cooperate as required by this Section 15.30.

15.31 Force Majeure. The Team and the College agree that with respect to any services to be provided, payments to be made, or action to be taken by either party during the Term of this Agreement, the party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such party such as Acts of

God, strike, lock-out, suspension of play of baseball, breakdown, accident, order or regulation of or by any governmental agency, or failure of supply, or inability, by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act or neglect of the other party hereto, or of servants, agents, employees, any assignee, or successor in interest to such other party. The time within which such services, payments, or actions shall be performed or rendered shall be extended for a period of time equivalent to the delay engendered by such cause.

15.32 Default. In the event that either party hereto shall materially breach, violate or fail fully to perform any term or provision contained in this Agreement, the non-breaching party may, upon thirty (30) days written notice thereof to the breaching party, terminate this Agreement: Provided, however, that the defaulting party shall have the right and opportunity to cure the default within said 30-day period, or, if such breach, violation or non-performance cannot be cured within a 30-day period, to begin diligently to effect such cure during such period. In the event that such breach, violation or non-performance is not cured within said 30-day period (or, as to defaults not curable within 30 days, diligent efforts to effect a cure during such 30-day period have not begun), 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.

15.33 No Offer. This draft is not an offer, and may be withdrawn at any time prior to its execution by the College. The obligations of the Team hereunder are subject to the Team obtaining necessary approvals from the Baseball Authorities. The obligations of the College and the County hereunder are subject to the receipt of the Appropriation, the planning and development and the preparation of acceptable plans by the Dormitory Authority of the State of New York, the compliance with all Legal Requirements, including, by way of example, but not in limitation, those imposed by the Environmental Conservation Law.

15.34 Venue. The arbitration described in Section 12.1 of this Agreement shall be held in the County of Rensselaer. Any action or proceeding arising out of this Agreement, its existence, breach, or interpretation shall be brought and defended in Supreme Court, County of Rensselaer, and the parties agree that such court shall have exclusive jurisdiction over all such proceedings.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this the 20th day
of JUNE, 2000.

HUDSON VALLEY COMMUNITY COLLEGE

By: *Jahn B. [Signature]*

Name:

Title:

NATIONAL PASTIME CORPORATION

By: *William L. Gladstone*

William L. Gladstone

President

COUNTY OF RENSSELAER

By: *Henry Zwack*

Henry Zwack

County Executive

[Signature]
APPROVED AS TO FORM

COUNTY ATTORNEY

49809

[Signature]
APPROVED
BUREAU OF BUDGET

ADDENDUM TO FACILITY AGREEMENT

This Addendum is made as the 24th day of March, 2003, by and between HUDSON VALLEY COMMUNITY COLLEGE ("College") and TRI-CITY VALLEYCATS, INC. ("Team")

WITNESSETH:

WHEREAS, the College and the Team entered into a Facility Agreement on June 30, 2000 which sets forth the terms and conditions under which the parties would utilize and maintain the Stadium; and

WHEREAS, Article VIII of the Facility Agreement provides in part that the Team shall provide and be solely responsible for Field Maintenance during the Baseball Season with the College accepting responsibility for such maintenance during the remainder of the year; and

WHEREAS, in conjunction with the Brickman Contract, the parties now desire to modify Article VIII of the Facility Agreement dealing with their respective obligations as they relate to Stadium Field maintenance for the period ending April 30, 2003 and to reimburse the Team for Brickman's services outside of the Baseball Season and on other playing fields on the College campus;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Article I -- Definitions

1.1 Definitions. The terms used in this Addendum shall have the same meaning as defined in the Facility Agreement except where expressly modified herein.

1.2 "Brickman Contract" shall mean the contract entered into between the Team and Brickman Group, Ltd. as it relates to the scope of services provided in furtherance of athletic turf and landscape maintenance.

Article 2 -- College's Obligations

2.1 For the one year period commencing May 1, 2003 and ending April 30, 2003, the College shall pay \$90,000 in one lump sum by April 1, 2003 directly to the Team in consideration of the services to be rendered for the benefit of the College by the Brickman Group, Ltd. pursuant to the Brickman Contract and to fulfill the College's obligations under Sections 11.4b and 8.1 of the Facility Agreement.

2.2 In consideration of the payments made by the Team pursuant to Section 1.1 of this Agreement, the College shall supply all approved equipment necessary for Stadium Field maintenance operations and all fuel, repairs, preventative maintenance and necessary parts in order to maintain the equipment in proper working condition.

Article 3 - Team's Obligations

3.1 For the one year period commencing May 1, 2002, and ending April 30, 2003 the Team (a) will forward to Brickman Group, Ltd. The payment made by the College within ten (10) days of its receipt from the College and (b) has paid the sum of \$50,000 which payments have been or shall be made in consideration of services rendered and to be rendered to the Team and College by the Brickman Group, Ltd. pursuant to the Brickman Contract and to fulfill the Team's obligations under Sections 11.3b and 2.1 of the Facility Agreement.

3.2 The Team shall comply with all terms and conditions of the Brickman Contract.

3.3 The Team shall pay the College the sum of \$10,000 per year in annual installments of \$10,000 for each year that the Team utilizes the equipment and services described in Section 2.2 of this Agreement. Total amount paid by the Team shall not exceed \$50,000 over the life of the Facility Agreement. The Team will make payment prior to June 1st of the subsequent baseball season.

Article 4

4.1 All other terms and conditions of the Facility Agreement not expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this
25 day of March, 2003.

HUDSON VALLEY COMMUNITY COLLEGE

By: John Bruno

John Bruno, President

TRICITY VALLEYCATS, INC.

By: William L. Gladstone

William L. Gladstone, President

TOTAL P.03

TOTAL P.02

ARTICLE 2.2 - IN CONSIDERATION OF THE PAYMENTS MADE BY THE TEAM PURSUANT TO SECTIONS 3.3 OF THIS AGREEMENT, THE COLLEGE SHALL SUPPLY ALL APPROVED EQUIPMENT NECESSARY FOR STADIUM FIELD MAINTENANCE OPERATIONS AND ALL ~~fuel~~^{repairs}, MPREVENTATIVE MAINTENANCE, AND NECESSARY PARTS IN ORDER TO MAINTAIN THE EQUIPMENT IN PROPER WORKING CONDITION.

ARTICLE 3.3 - THE TEAM SHALL PAY THE COLLEGE THE SUM OF \$10,000 PER YEAR IN ANNUAL INSTALLMENTS OF \$10,000 FOR EACH YEAR THAT THE TEAM UTILIZES THE EQUIPMENT AND SERVICES DESCRIBED IN SECTION 2.2 OF THIS AGREEMENT. TOTAL AMOUNT PAID BY THE TEAM SHALL NOT EXCEED \$50,000 OVER THE LIFE OF THE FACILITY AGREEMENT. THE TEAM WILL MAKE PAYMENT PRIOR TO JUNE 1ST OF THE SUBSEQUENT BASEBALL SEASON.

AGREEMENT

This Agreement ("Agreement") made as of the 3rd day of January, 2005, between Hudson Valley Community College, an educational institution, sponsored by the County of Rensselaer with its campus at 80 Vandenburg Avenue, Troy, New York 12180 ("College"), the County of Rensselaer ("County") and Tri-City ValleyCats, Inc., a New York corporation with its offices at Joseph L. Bruno Stadium, 80 Vandenburg Avenue, Troy, New York ("Team").

WHEREAS, the College, County, and Team have executed that certain Facility Agreement dated the 20th day of June, 2000 ("Facility Agreement");

and

WHEREAS, the College and Team wish to amend Sections 11.2 (e) and 12.1 of said Facility Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Section 11.2(e) is deleted for the Initial Term and the following new Section 11.2(e) is substituted.

"Effective for the Baseball Season commencing in year 4, the Team shall pay the College \$35,000 per year as a parking rental fee in lieu of College charging any parking rental fees to patrons of Team Events. Payment of such fee by Team shall be made in two equal installments on July 1 and August 15 each year up to and including year 10. In the event Team wishes to implement a parking fee at any time during years 4 through 10 it requires the mutual agreement of Team and College.

Section 12.1 is amended to read as follows:

Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Years 1 through 6 \$25,000 each year

At the end of the sixth Baseball Season and the first year of any Option Term, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder on the basis of the remaining term of this Agreement with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the

College and Team are unable to agree, this matter will be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date indicated below.

Date:

January 11, 2005

Hudson Valley Community College

By:

Name: Marco J. Silvestri

Title: President

Date:

January 4, 2005

Tri-City ValleyCats, Inc.

By:

Name: William L. Gladstone

Title: President

Date:

1/24/05

County of Rensselaer

By:

Name: Kathleen M. Jimino

Title: County Executive

74747(word)

Approved as to form

[Signature]

Rensselaer County Attorney

APPROVED

[Signature]
BUREAU OF BUDGET

SECOND AMENDMENT TO FACILITY AGREEMENT

This second amendment ("Amendment") to Facility Agreement made as of the 21 day of June, 2012, amends the Facility Agreement dated as of the 20th day of June, 2000, by and between Hudson Valley Community College ("College") and National Pastime Corporation, as amended by the first amendment thereto between the College and Tri-City ValleyCats, Inc. ("Team") as successor to National Pastime Corporation, dated as of the 3rd day of January, 2005 ("Facility Agreement").

WHEREAS, the Initial Term of the Facility Agreement commenced on June 1, 2001, the first full Baseball Season following Completion of the Stadium; and

WHEREAS, the Team has exercised its option to extend the Facility Agreement for an additional five (5) year term by giving written notice of its exercise of the option no later than June 15, 2010; and the parties wish to amend the Facility Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Capitalized terms use in the preamble shall have the meanings provided in the preamble and capitalized terms not defined herein shall have the meanings provided in the Facility Agreement.

2. The following Sections of the Facility Agreement are amended as provided below:

Section 1.1.7 is amended to read as follows:

1.1.7 "Commencement Date" shall mean June 1, 2001.

Section 1.1.12 is amended to read as follows:

1.1.12 "Facility Services" shall mean the operation and staffing of the in-Stadium box office, all ticket booths, ushering services, first-aid room to the extent required by Legal Requirements or Professional Baseball Requirements, the opening and closing of the Stadium, and the operation of all Stadium Utilities provided, however that the College shall supply all Stadium Utilities and invoice the Team for its share of Stadium Utilities monthly. Team shall have the right, at its expense, to audit the utility calculation and allocation provided by the College.

Section 1.1.32 is amended to read as follows:

1.1.32 "Stadium Utilities" shall mean all electric, gas, sewage, and water services utilized by or for the benefit of the Stadium as provided in Section 9.1. Stadium Utilities shall not include telephone service or cable television service.

Section 1.1.35 is amended to read as follows:

1.1.35 "Suites" shall mean in-stadium luxury suites built into the Stadium grandstand and the term "Suites Payment" is defined in Section 11.3m.

A new section 1.1.42 is added to read as follows:

1.1.42 "Utility Payment" shall mean a payment by the Team to the College to defray the cost for the College to provide Stadium Utilities for Team Events during the Baseball Season and the Team Office Area throughout the year.

Section 2.1 is amended to read as follows:

2.1 Initial Term. The Initial Term of this Agreement shall mean ten (10) successive Baseball Seasons commencing on June 1, 2001.

Section 2.2 is amended to read as follows:

2.2 Option Term. The Team shall have the option to renew the Term of this Agreement for two additional five year terms. All terms of this Agreement shall remain the same for each Option Term, except that the Capital Reserve as defined in Section 12.1 shall be reviewed as provided herein. The Team shall give the College written notice of its exercise of the option no later than June 15, 2010 in the case of the first renewal term and June 15, 2015 in the case of the second renewal term. The Team has exercised its option for the first additional five-year term.

Section 4.5 is amended to read as follows:

4.5 The Team may request the use of the Stadium for additional Team Events from the Vice President for Finance. If the Stadium is available, and the proposed use is consistent with the College's programs and requirements, and the Team and Vice President for Finance agree upon such use, they shall also agree on the additional fee to be paid by the Team for such use.

Section 8.1 is amended to read as follows:

8.1 Field Maintenance. The Team shall provide and be solely responsible for Field Maintenance during the Baseball Season provided that the College shall be responsible for returning the field to the Team following a non-Team event during Baseball season in the same condition as prior to such non-Team event.

Section 9.1 is amended to read as follows:

9.1 Generally. The Team shall be responsible for all Stadium Utilities and shall reimburse the College for costs and expenses arising from or related to the use of such utilities (i) during the Baseball Season except for non-Team events, or (ii) for Team Events and the Team Office throughout the year.

Section 9.2 is amended to read as follows:

9.2 Telephones. The College shall be responsible for the cost, installation and maintenance of an adequate number of pay and other telephones in the Common Areas of the Stadium, including the press box, bullpen and dugouts. The College shall be responsible for the telephone wiring of, but not the cost, installation or maintenance of telephones in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team will be responsible for the cost and installation of all telephones in Team Areas. The Team shall be responsible for all telephone utility costs which are incurred with respect to telephone usage in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team shall also be responsible for all telephone utility costs which are associated with Team Events (including, but not limited to, telephone usage by the press, and visiting team broadcasters). The College shall invoice the Team monthly for this expense.

The title of Article XI is amended to read as follows:

Division of Revenues and Costs; Payments and Reimbursements.

Section 11.2(e) is amended to read as follows:

11.2 College Revenues. The College shall retain the revenues generated by the following:

(a) One hundred percent (100%) of the revenue from non-Team Event Concession sales to the extent the College has elected to take on the concession for such events.

(b) All broadcast rights to non-Team Events.

(c) All novelty/souvenir sales, program sales, and promotions generated by non-Team Events other than Baseball Novelties.

(d) Sales or rentals of Stadium naming rights as described in Section 15.28, below.

(e) The College shall provide for the Team, without cost, seventy five (75) spaces ("Allocation") for employees, members of the Team and visiting team, press, media, and officials. This Allocation shall be reviewed annually.

(f) All other items of revenue from operations other than Team operations, including, but not limited to, rentals from storefront shops (as described in Section 5.5, above) that may be incorporated into the Stadium.

Section 11.3 is amended to read as follows:

11.3 Team Costs, Expenses, Payments and Reimbursements. The Team shall be responsible for, and shall bear all the costs of or pay or reimburse the College for the following:

(a) All costs of Team operations, including (but not limited to) Concessions operations, as specified in Article VI, above, insurance coverage for Team Events and Team

operations, as specified in Article X, above, property insurance for Team-owned property, as specified in Section 10.5, above, telephone and telephone utility costs, as specified in Section 9.2, above, cable television costs, and so forth.

- (b) Costs of Field Maintenance, as specified in Section 8.1, above.
- (c) Costs of Exterior Maintenance, as specified in Section 8.2, above.
- (d) Costs of Facility Services and security services, as specified in Section 8.3, above.
- (e) Costs of Janitorial Services, as specified in Section 8.4, above.
- (f) Costs of Staging, as specified in Section 8.5, above.
- (g) All costs related to providing Concession, Baseball Novelties and novelty/souvenir sales, including supplies, and personnel costs, as described in Article VI, above. The Team shall be responsible for maintaining the Concession equipment in good repair and order, ordinary wear and tear excepted.
- (h) The cost of the purchase and installation of a state of the art contemporary scoreboard/message center to the extent it is not covered by the Appropriation and the budget for the Stadium.
- (i) All applicable state, local, and federal taxes, if any, assessable with respect to Team Events and Team operations. Except as specified above, or as may be specifically provided elsewhere in this Agreement, the Team shall not be responsible for any costs related to the operation and maintenance of the Stadium, unless otherwise agreed upon by the Team and the College.
- (j) Costs of Concessions equipment for a first rate stadium.
- (k) The costs of Stadium Utilities during the Baseball Season.
- (l) The cost of insurance required of the Team.
- (m) The Suites Payment. Team shall pay College \$38,000 per year during the Term and each Option Term in consideration of the Team's exclusive right to license the Suites for Team Events during the Baseball Season. College shall receive no revenue from the licensing of the Suites. Licenses for the Baseball Season shall be on terms and conditions reasonably acceptable to the College and which are generally consistent with the College's facility usage plan. The Suites Payment shall be made to College in two (2) equal installments on July 1 and August 15 each year.

Section 11.2(e) of the First Amendment is renumbered 11.3(n) and amended to read as follows:

(n) Effective for the Baseball Season commencing on June 1, 2004, during the Term and each Option Term, the Team shall pay the College \$35,000 per year as a parking rental fee in lieu of College's charging any parking rental fees to patrons of Team Events. Payment of such fee by Team shall be made in two equal installments on July 1 and August 15 each year until the end of the Term, including optioned extensions. The implementation of a parking fee to patrons requires the mutual agreement of Team and College.

Section 12.1 is amended to read as follows:

12.1 Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Years 11 through 15 - \$25,000 each year

No expenditures shall be made from the Restricted Account unless both Team and College agree. Section 2.2 of this Agreement provides that the Team shall give the College notice of its exercise of the option to renew for an additional five (5) year period before June 15, 2015. If the Team exercises its option to renew for the additional five (5) year term commencing on the commencement of the 2016 Baseball Season as defined in section 1.1.5, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder on the basis of the remaining term of this Agreement with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the College and Team are unable to agree, this matter will be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

Section 12.2. is amended to read as follows:

12.2 Suite Rentals. During the Term and each Option Term, the Team shall have the use of the Suites and the income therefrom for all Team Events during the Baseball Season in consideration of the Suites Payment.

Section 15.5 is amended to read as follows:

15.5 Notices and Addresses. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, overnight delivery service, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice:

(a) If to College, to:

Hudson Valley Community College
80 Vandenburg Avenue
Troy, New York 12180
Attention: Andrew J. Matonak, President
Telecopy No.: (518) 629-8145

with copies to:

Featherstonhaugh, Wiley, & Clyne, LLP
99 Pine Street
Albany, New York 12207
Attention: Stephen J. Wiley, Esq.
Telecopy No. (518) 427-0452

- (b) If to Team, to:
30 Clubhouse Lane
Scarsdale, NY 10583
Attention: William L. Gladstone
Telecopy No. (914) 478-4906

with copies to:

Richard J. Murphy
Joseph L. Bruno Stadium
80 Vandenburg Avenue
Troy, NY 12180

The date of any such notice shall be the date it is sent by fax (with confirmation) or hand delivered, the business day following the date such notice is delivered (all expenses paid) to a nationally recognized overnight delivery service or the date such notice is otherwise received.

This Agreement may be executed in counterparts, which shall be effective when signed by each party and shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this 21st day of June, 2012.

HUDSON VALLEY COMMUNITY COLLEGE

By: 
Name: Andrew J. Matonak
Title: President

TRI-CITY VALLEYCATS, INC

By: 
William L. Gladstone
President

COUNTY OF RENSSELAER

By:  10/2/12
Kathleen M. Jimino
County Executive

Approved as to form


STEPHEN A. PECHENIK
Rensselaer County Attorney

Approved by the
Rensselaer County Bureau of Budget


Stacey A. Farrar
Director of Budget 10/1/12

THIRD AMENDMENT TO FACILITY AGREEMENT

This third amendment ("Amendment") to Facility Agreement made as of the ____ day of March, 2014, amends the Facility Agreement dated as of the 20th day of June, 2000, by and between Hudson Valley Community College ("College") and National Pastime Corporation, as amended by the first and second amendments thereto between the College and Tri-City ValleyCats, Inc. ("Team") as successor to National Pastime Corporation, dated as of the 3rd day of January, 2005 and the 21st of June, 2012 respectively ("Facility Agreement").

WHEREAS, the Initial ten (10) year Term of the Facility Agreement commenced on June 1, 2002, the first full Baseball Season following Completion of the Stadium with the option to renew two additional five (5) year terms; and

WHEREAS, the Team has exercised its option to extend the Facility Agreement for an additional five (5) year term by giving written notice of its exercise of the option no later than June 15, 2010; and

WHEREAS, the first additional five (5) year renewal term is set to expire at the end of the 2016 Baseball Season and the Team has until June 15, 2015 to give written notice of its intent to extend the Facility Agreement for a second additional five (5) year term expiring at the end of the 2021 Baseball Season and the parties wish to amend the Facility Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Capitalized terms use in the preamble shall have the meanings provided in the preamble and capitalized terms not defined herein shall have the meanings provided in the Facility Agreement.

2. The following Sections of the Facility Agreement are amended as provided below:

Section 1.1.7 is amended to read as follows:

1.1.7 "Commencement Date" shall mean June 1, 2002.

Section 1.1.12 is amended to read as follows:

1.1.12 "Facility Services" shall mean the operation and staffing of the in-Stadium box office, all ticket booths, ushering services, first-aid room to the extent required by Legal Requirements or Professional Baseball Requirements, the opening and closing of the Stadium, and the operation of all Stadium Utilities provided, however that the College shall supply all Stadium Utilities and invoice the Team for its share of Stadium Utilities monthly. Team shall have the right, at its expense, to audit the utility calculation and allocation provided by the College.

Section 1.1.32 is amended to read as follows:

1.1.32 "Stadium Utilities" shall mean all electric, gas, sewage, and water services utilized by or for the benefit of the Stadium as provided in Section 9.1. Stadium Utilities shall not include telephone service or cable television service.

Section 1.1.35 is amended to read as follows:

1.1.35 "Suites" shall mean in-stadium luxury suites built into the Stadium grandstand and the term "Suites Payment" is defined in Section 11.3m.

A new section 1.1.42 is added to read as follows:

1.1.42 "Utility Payment" shall mean a payment by the Team to the College to defray the cost for the College to provide Stadium Utilities for Team Events during the Baseball Season and the Team Office Area throughout the year.

Section 2.1 is amended to read as follows:

2.1 Initial Term. The Initial Term of this Agreement shall mean ten (10) successive Baseball Seasons commencing on June 1, 2001.

Section 2.2 is amended to read as follows:

2.2 Option Term. The Team shall have the option to renew the Term of this Agreement for three additional five year terms. All terms of this Agreement shall remain the same for each Option Term, except that the Capital Reserve as defined in Section 12.1 shall be reviewed as provided herein. The Team shall give the College written notice of its exercise of the option no later than June 15, 2010 in the case of the first renewal term, June 15, 2015 in the case of the second renewal term and June 15, 2020 in the case of the third additional renewal term. The Team has exercised its option for the first additional five-year term. In the event the Team elects not to renew for a second or third additional five-year term, the Team shall remain responsible for the remaining Lease Payments for the new videoboard/scoreboard as provided in Section 11.3 (h).

Section 4.5 is amended to read as follows:

4.5 The Team may request the use of the Stadium for additional Team Events from the Vice President for Finance. If the Stadium is available, and the proposed use is consistent with the College's programs and requirements, and the Team and Vice President for Finance agree upon such use, they shall also agree on the additional fee to be paid by the Team for such use.

Section 8.1 is amended to read as follows:

8.1 Field Maintenance. The Team shall provide and be solely responsible for Field Maintenance during the Baseball Season provided that the College shall be responsible for returning the field to the Team following a non-Team event during Baseball season in the same condition as prior to such non-Team event.

Section 9.1 is amended to read as follows:

9.1 Generally. The Team shall be responsible for all Stadium Utilities and shall reimburse the College for costs and expenses arising from or related to the use of such utilities (i) during the Baseball Season except for non-Team events, or (ii) for Team Events and the Team Office throughout the year.

Section 9.2 is amended to read as follows:

9.2 Telephones. The College shall be responsible for the cost, installation and maintenance of an adequate number of pay and other telephones in the Common Areas of the Stadium, including the press box, bullpen and dugouts. The College shall be responsible for the telephone wiring of, but not the cost, installation or maintenance of telephones in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team will be responsible for the cost and installation of all telephones in Team Areas. The Team shall be responsible for all telephone utility costs which are incurred with respect to telephone usage in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team shall also be responsible for all telephone utility costs which are associated with Team Events (including, but not limited to, telephone usage by the press, and visiting team broadcasters). The College shall invoice the Team monthly for this expense.

The title of Article XI is amended to read as follows:

Division of Revenues and Costs; Payments and Reimbursements.

Section 11.2(e) is amended to read as follows:

11.2 College Revenues. The College shall retain the revenues generated by the following:

(a) One hundred percent (100%) of the revenue from non-Team Event Concession sales to the extent the College has elected to take on the concession for such events.

(b) All broadcast rights to non-Team Events.

(c) All novelty/souvenir sales, program sales, and promotions generated by non-Team Events other than Baseball Novelties.

(d) Sales or rentals of Stadium naming rights as described in Section 15.28, below.

(e) The College shall provide for the Team, without cost, seventy five (75) spaces ("Allocation") for employees, members of the Team and visiting team, press, media, and officials. This Allocation shall be reviewed annually.

(f) All other items of revenue from operations other than Team operations, including, but not limited to, rentals from storefront shops (as described in Section 5.5, above) that may be incorporated into the Stadium.

Section 11.3 is amended to read as follows:

11.3 Team Costs, Expenses, Payments and Reimbursements. The Team shall be responsible for, and shall bear all the costs of or pay or reimburse the College for the following:

(a) All costs of Team operations, including (but not limited to) Concessions operations, as specified in Article VI, above, insurance coverage for Team Events and Team operations, as specified in Article X, above, property insurance for Team-owned property, as specified in Section 10.5, above, telephone and telephone utility costs, as specified in Section 9.2, above, cable television costs, and so forth.

(b) Costs of Field Maintenance, as specified in Section 8.1, above.

(c) Costs of Exterior Maintenance, as specified in Section 8.2, above.

(d) Costs of Facility Services and security services, as specified in Section 8.3, above.

(e) Costs of Janitorial Services, as specified in Section 8.4, above.

(f) Costs of Staging, as specified in Section 8.5, above.

(g) All costs related to providing Concession, Baseball Novelties and novelty/souvenir sales, including supplies, and personnel costs, as described in Article VI, above. The Team shall be responsible for maintaining the Concession equipment in good repair and order, ordinary wear and tear excepted.

(h) The costs associated with the purchase, installation and maintenance of a new state of the art contemporary videoboard/scoreboard as follows:

- (i) The College will bear the initial cost for the purchase, delivery and installation of the new videoboard/scoreboard and the removal of the existing scoreboard in the amount of \$ ("Purchase Price") in addition to any costs accrued thereafter including those associated with a maintenance agreement or any other costs, foreseen and unforeseen, related to the videoboard/scoreboard ("Ancillary Costs").
- (ii) The Team shall reimburse the College for the Purchase Price, in ten equal annual payments, plus any Ancillary Costs incurred by the College in that given year ("Lease Payment").
- (iii) The first Lease Payment shall be due on July 1, 2014 and annually due thereafter on July 1 until the Purchase Price and Ancillary Costs are fully reimbursed with the final payment to be made on

- July 1, 2023 assuming the Team elects the option to renew for a second and third additional five (5) year terms.
- (iv) In the event the Team elects not to exercise its option to renew for a second additional five (5) year term, the remaining eight annual Lease payments that would otherwise be due on July 1, 2016 through July 1, 2023 shall be due in full and paid to the College no later than July 1, 2015.
 - (v) In the event the Team elects the option to renew the second additional five (5) year term but does not exercise its option to renew for a third additional five (5) year term, the remaining three annual Lease Payments that would otherwise be due on July 1, 2021, July 1, 2022 and July 1, 2023, shall be due in full and paid no later than July 1, 2020.
 - (vi) At all times, the College and the County of Rensselaer shall be deemed the "owner" of the videoboard/scoreboard and shall be entitled to retain the videoboard/scoreboard as the property of the College and the County of Rensselaer upon the expiration of this Agreement.
 - (vii) The College shall not be responsible for any damages, including consequential damages, alleged to be incurred by the Team for any delay in the delivery, installation or performance of the video board/scoreboard.
 - (viii) The College shall be entitled to use the video board/scoreboard at its discretion at any non-Team Event.

(i) All applicable state, local, and federal taxes, if any, assessable with respect to Team Events and Team operations. Except as specified above, or as may be specifically provided elsewhere in this Agreement, the Team shall not be responsible for any costs related to the operation and maintenance of the Stadium, unless otherwise agreed upon by the Team and the College.

(j) Costs of Concessions equipment for a first rate stadium.

(k) The costs of Stadium Utilities during the Baseball Season.

(l) The cost of insurance required of the Team.

(m) The Suites Payment. Team shall pay College \$38,000 per year during the Term and each Option Term in consideration of the Team's exclusive right to license the Suites for Team Events during the Baseball Season. College shall receive no revenue from the licensing of the Suites. Licenses for the Baseball Season shall be on terms and conditions reasonably acceptable to the College and which are generally consistent with the College's facility usage plan. The Suites Payment shall be made to College in two (2) equal installments on July 1 and August 15 each year.

Section 11.2(e) of the First Amendment is renumbered 11.3(n) and amended to read as follows:

(n) Effective for the Baseball Season commencing on June 1, 2004, during the Term and each Option Term, the Team shall pay the College \$35,000 per year as a parking rental fee in lieu of College's charging any parking rental fees to patrons of Team Events. Payment of such fee by Team shall be made in two equal installments on July 1 and August 15 each year until the end of the Term, including optioned extensions. The implementation of a parking fee to patrons requires the mutual agreement of Team and College.

Section 12.1 is amended to read as follows:

12.1 Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Years 11 through 15 - \$25,000 each year

No expenditures shall be made from the Restricted Account unless both Team and College agree. Section 2.2 of this Agreement provides that the Team shall give the College notice of its exercise of the option to renew for an additional five (5) year period before June 15, 2015. If the Team exercises its option to renew for the additional five (5) year term commencing on the commencement of the 2017 Baseball Season as defined in section 1.1.5, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder. Should the Team exercise its option to extend this Agreement, the adjusted capital reserve payments shall be applicable throughout the second and third additional five (5) year renewal option terms with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the College and Team are unable to agree, this matter will be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

Section 12.2. is amended to read as follows:

12.2 Suite Rentals. During the Term and each Option Term, the Team shall have the use of the Suites and the income therefrom for all Team Events during the Baseball Season in consideration of the Suites Payment.

Section 15.5 is amended to read as follows:

15.5 Notices and Addresses. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, overnight delivery service, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice:

(a) If to College, to:

Hudson Valley Community College
80 Vandenburg Avenue
Troy, New York 12180
Attention: Andrew J. Matonak, President
Telecopy No.: (518) 629-8145

with copies to:

Featherstonhaugh, Wiley, & Clyne, LLP
99 Pine Street
Albany, New York 12207
Attention: Scott J. Ely, Esq.
Telecopy No. (518) 427-0452

(b) If to Team, to:

30 Clubhouse Lane
Scarsdale, NY 10583
Attention: William L. Gladstone
Telecopy No. (914) 478-4906

with copies to:

Richard J. Murphy
Joseph L. Bruno Stadium
80 Vandenburg Avenue
Troy, NY 12180

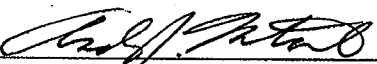
The date of any such notice shall be the date it is sent by fax (with confirmation) or hand delivered, the business day following the date such notice is delivered (all expenses paid) to a nationally recognized overnight delivery service or the date such notice is otherwise received.

This Agreement may be executed in counterparts, which shall be effective when signed by each party and shall constitute one agreement.

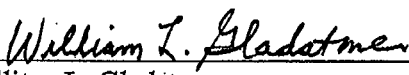
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this day of March, 2014.

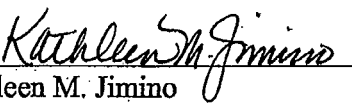
HUDSON VALLEY COMMUNITY COLLEGE

By: 
Name: Andrew J. Matonak
Title: President

TRI-CITY VALLEYCATS, INC

By: 
William L. Gladstone
President

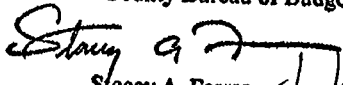
COUNTY OF RENSSELAER

By:  5/21/14
Kathleen M. Jimino
County Executive

Approved as to form

 5/20/14
STEPHEN A. PECHENIK
Rensselaer County Attorney

Approved by the
Rensselaer County Bureau of Budget

 6/20/14
Stacey A. Farrar
Director of Budget