

Article	Paragraph(s)	Subject	Description (in new lease)	Description (in expired lease)
I	1	Term	11 year lease, 1/1/2012 to 12/31/2022	15 year lease, expired 12/31/2011
	1	Use of Stadium and Parking Lot	Community Baseball Club of CNY (d/b/a Syracuse Chiefs) is able to use Stadium and parking lot for professional baseball events, amateur baseball events, and other Lessee-sponsored events	
II	1	Tenancy	Baseball club is a non-exclusive tenant of entire facility throughout the year; and the exclusive tenant of their own office space (7,000 ± sq. feet)	County Parks department also occupied space within Lessee Office Space
	2	Right to hold baseball events	Baseball club has the right to hold amateur and professional baseball events at the Stadium	
	3	Right to hold non-baseball events	Baseball club has right to “schedule and conduct” non-baseball events, with prior written consent of County	
	4	Minimum of 30 dates reserved for Community Use Events	Baseball club and County to reserve “no less than 30 dates between April 1 and September 30” for community use events (i.e., Lessee-sponsored events held by local educational, charitable, non-profit, or philanthropic organizations without facility use fees, or any County-sponsored event)	No minimum number of dates reserved for community use events
	5	Cooperation on schedule	Baseball club to provide County with initial schedule of events by October 1 and updates to schedule throughout the year. Open dates divided equally between baseball club and County.	

Article	Paragraph(s)	Subject	Description (in new lease)	Description (in expired lease)
	6	Repair of field after County-sponsored events	County to reimburse baseball club for actual costs to bring field back into playing condition after County-sponsored events (such as concerts or non-baseball athletic events).	County contracted for services of head groundskeeper and his staff.
	7	Access to facility	County able to enter facility for County purposes	
<b>III</b>	1	Rent	Base rent of \$126,000 in 2012, with annual increase of 2% each year throughout term of Lease Agreement (\$153,576 in 2022, as an example).	Baseball club made payment of \$4 million for prepaid rent at start of lease (equiv. of 15 years * \$266,667 per year)
	2	Additional rent	No additional rent beyond Base Rent.	Expired lease offered the possibility that additional rent would be paid to the County , although in practice the baseball club's results rarely triggered additional rent payments
<b>IV</b>	1(a)	Routine maintenance/operation of Stadium by baseball club	Baseball club responsible for housekeeping, upkeep and operation of stadium, including costs of personnel and materials, supplies and equipment for: grounds keeping and field maintenance, parking, snowplowing, cleaning, security, and trash removal.	County Parks department was responsible for costs of routine maintenance and operation of stadium, including grounds keeping and field maintenance, snowplowing, cleaning, security, and trash removal.
	1(b)	Minimum acceptable standards	County to determine whether baseball club's performance of its maintenance/operation responsibilities meet "minimum acceptable standards". County may contract to correct deficiencies at baseball club's expense.	
	1(c)	Storage of field maintenance equipment	Baseball club may store field maintenance equipment in County facilities at stadium.	

Article	Paragraph(s)	Subject	Description (in new lease)	Description (in expired lease)
	2	County responsibilities	County responsible for other maintenance and all capital repairs at stadium, as detailed in Exhibit B.	County responsible for maintenance and repairs at stadium.
	3	Venue management	County may use venue management firm only to for County-sponsored events	
<b>V</b>	1, 2	Capital improvement projects	Baseball club may make capital improvements to stadium at its sole expense, with prior approval of County. Approved projects at outset of lease term include: <ul style="list-style-type: none"> <li>- New video board</li> <li>- Patio seating behind home plate</li> <li>- Energy upgrades</li> <li>- Raised sod area behind outfield fence</li> <li>- Patio seating down third base line</li> <li>- Patio seating below Hank Sauer Room</li> <li>- Suite-level lounge area (replacing four 300-level suites)</li> </ul>	Responsibility for capital improvement projects a matter for negotiation between the baseball club and County.
	3	Plans and specifications for capital improvement projects	Baseball club must submit all plans and specs for approval by County, including County Code Enforcement Officer.	No defined process for baseball club to undertake capital improvement projects at its own expense
	4	Ownership and maintenance of capital improvement projects	Capital improvements to become property of owner upon lease expiration. Baseball club responsible for maintenance costs for capital improvement projects.	
	5	Warranty and indemnification	Capital improvement projects to be performed in workmanlike manner, not to damage Stadium, with indemnification to County	

Article	Paragraph(s)	Subject	Description (in new lease)	Description (in expired lease)
	6	County contribution toward new HVAC system in Lessee Office Space	County to contribute \$25k from stadium infrastructure fund (into which the baseball club recently paid this amount) toward new HVAC system in baseball club offices	
	7	New scoreboard	Baseball club to acquire and install new scoreboard by 9/15/2012, with County contributing \$200,000 toward cost (as previously approved by County Legislature)	
<b>VI</b>	1, 6, 7	Major capital repair and maintenance projects	County responsible for major capital repair and maintenance to all structural elements of Stadium. County makes final decision on its capital repair and maintenance projects.	
	2	County vehicles and equipment	County has right to maintain, use, operate, and store its vehicles and equipment at the Stadium	
	3, 4	\$25k of annual rent to be allocated for County repair and maintenance projects	County will allocate \$25,000 of each year's annual rent to a Capital Repair and Maintenance account, for use in carrying out its responsibilities under Article VI	
	5	Cooperation between baseball club and County	Baseball club and County to cooperate on annual list of County repair and maintenance projects	
	8	County Parks employee	County Parks department to keep one employee at Stadium for capital repair and maintenance projects.	Multiple full-time and part-time employees of Parks department assigned to Stadium.
	9	Maintenance contracts	County responsible for maintenance agreements on equipment and systems at Stadium.	

Article	Paragraph(s)	Subject	Description (in new lease)	Description (in expired lease)
VII	1, 3	Revenue	Baseball club to retain all revenues for its baseball events, Lessee-sponsored events, and advertising. County to retain revenues from Naming Rights Agreement (with Alliance Bank) and from County-sponsored events.	
	2	Naming Rights Agreement	County and Alliance Bank to modify Naming Rights agreement to allow sales of advertising to other financial service firms	
	4	Alliance Bank suite	County to provide Alliance Bank with use of Suite 307 for 2012 baseball season, then Suite 301 for 2013-2022 baseball seasons. Baseball club to reimburse County for actual costs to renovate Suite 301, up to \$10,000.	
VIII	1-4	Concessions	Baseball club may enter into concession agreement during term of Lease Agreement. Baseball club retains all revenues from concessions for its events. Terms of the concession agreement are subject to review by the County. The County retains revenues from concessions for County-sponsored events.	
IX	1	Parking	Baseball club to operating parking concession, subject to County monitoring of parking policies and procedures adopted and implemented by baseball club.	County had no ability to monitor parking policies and procedures of baseball club.
	2	Parking revenues for baseball club events	Baseball club to report gross parking revenues on an annual basis.	Baseball club had no obligation to report its gross parking revenues to the County.

Article	Paragraph(s)	Subject	Description (in new lease)	Description (in expired lease)
	3	Parking revenues for County events	County to retain parking revenues for County-sponsored events	
	4	Use of parking for County functions	County may use parking lot in the performance of County functions.	
<b>X</b>	1	Utilities	Baseball club is responsible for paying all utility costs at the Stadium.	The County was responsible for the majority of utility costs at the Stadium, including demand charges imposed by National Grid.
	2	Utility bills	Baseball club to transfer metering and billing of all utilities from County to Community Baseball Club of CNY	The County was responsible for metering and receiving/paying utility bills.
	3	Utility costs for County-sponsored events	County to reimburse baseball club for utility usage at County-sponsored events	County reimbursed baseball club for all Community Use Events, whether sponsored by baseball club or County.
<b>XI</b>	1, 2	Taxes	Baseball club responsible for paying taxes imposed in connection with its activities at the Stadium. County to pay real property taxes imposed without connection to baseball club's activities at the Stadium.	
<b>XII</b>	1	Review of Operations by Parks Commissioner	Parks Commissioner to meet quarterly with baseball club to review operations	
	2	Review of Operations by Stadium Committee	Stadium Committee to meet twice annually (in March and October) with baseball club to review operations	
<b>XIII</b>	1	Default		

Article	Paragraph(s)	Subject	Description (in new lease)	Description (in expired lease)
XIV	1 (a-g)	Non-Relocation	Baseball club agrees that County will be “irreparably harmed by the transfer of Lessee's Baseball franchise to a location other than ABS during the term of the Lease”, therefore agreeing not to relocate without County’s consent before final 9 months of Lease and to pay all rent due for 11-year lease upon breach of Lease Agreement due to relocation.	
XV		Assignment	No assignment of Lease Agreement without prior, written consent of County. An “approved control interest transfer” under International League rules shall be deemed an assignment of the Lease Agreement.	
XVI		Independent Contractor		
XVII		Hold Harmless		
XVIII		Insurance		
XIX		Certificate of Insurance		
XX		Statutory Compliance		
XXI		Damage to Stadium Facility		
XXII		Dispute Resolution Procedure		
XXIII		Appropriations	Lease Agreement is deemed executory only “to the extent of the monies appropriated and available...”	
XXIV		Licenses and Permits		
XXV		Contract Modifications		
XXVI		Severability		
XXVII		Clauses Required by Law		

Article	Paragraph(s)	Subject	Description (in new lease)	Description (in expired lease)
XXVIII		Subservience to Baseball Rules; Professional Baseball Standards; Approvals	County acknowledges that baseball club and its operation and activities are subject to various agreements related to its Minor League affiliation (“MiLB Agreements”). The MiLB Agreements are incorporated by reference to the Lease Agreement.	
XXIX		Option to Purchase	The baseball club has an option to purchase the Stadium by 12/31/2013 at a price of \$2,800,420, plus any unpaid rent in the year in which the option is elected. This amount equals the sum of: (1) the balance on the first day of the Lease Agreement (1/1/2012) of a County project account used to finance \$3.6 million in Stadium construction costs and costs of the original scoreboard; and (2) the remaining debt service (Principal + Interest) on the natural grass turf field; and (3) the depreciated value of the field maintenance equipment purchased in 2008 for the natural grass turf field.	
XXX		Notices		
Exhibit A		Legal Description	Description of property leased by County to Community Baseball Club of CNY	
Exhibit B		Maintenance, Operation and Management	Detailed description of County’s and baseball club’s respective responsibilities for maintenance, operation and management of Stadium	
Exhibit C		Certificate of Insurance		



<b>Article</b>	<b>Paragraph(s)</b>	<b>Subject</b>	<b>Description (in new lease)</b>	<b>Description (in expired lease)</b>
<b>Exhibit D</b>		Approved Capital Improvement Projects	List of Capital Improvement Projects approved for baseball club to undertake at its expense (with County agreeing to contribute \$200,000 toward new video board and \$25,000 toward SPACEPAK HVAC system for baseball club's office space	
<b>Exhibit E</b>		Field Maintenance Equipment	List of equipment purchased on 2008 for maintenance of natural grass field	
<b>Exhibit F</b>		Drawing Showing Stadium Improvements and Exclusive Areas	Drawing that includes areas referenced in Article VI, paragraph 2.	
<b>Exhibit G</b>		2012 Event Schedule at Alliance Bank Stadium	List submitted by baseball club to County under Article II, paragraph 5 for 2012 events at stadium	