

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to Execute First Amendment to Baseball Stadium Lease Agreement between the City of Lowell and Main Street Massachusetts , LLC d/b/a The Lowell Spinners, relative to use of the Edward A. LeLacheur Park in the City of Lowell for use by the "Lowell Spinners".

The City, the Civic Stadium Commission ("Commission") and Main Street Massachusetts , LLC d/b/a The Lowell Spinners entered into a Lease Agreement dated June 21, 2017; and

The Parties agree to modify various sections of the original lease; and

The Commission has approved and recommends approval by the City Council of the First Amendment to Baseball Stadium Lease of the Edward A. LeLacheur Park by Main Street Massachusetts, LLC d/b/a the Lowell Spinners under the terms and conditions contained in said Amendment.

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Council, in accordance with Chapter 325, section 4 hereby approves the First Amendment to Baseball Stadium Lease Agreement between the Lowell Civic Stadium Commission, acting on behalf of the City of Lowell and Main Street Massachusetts, LLC, d/b/a the Lowell Spinners, relative to use of the Edward A. LeLacheur Park by the "Lowell Spinners". Said First Amendment to Baseball Stadium Lease Agreement shall be attached hereto and marked "A".

BE IT FURTHER VOTED:

That the City Manager be and she is hereby authorized to execute any and all documents that may be required in connection with said amendment.

**FIRST AMENDMENT TO BASEBALL
STADIUM LEASE AGREEMENT**

This FIRST AMENDMENT TO THE BASEBALL STADIUM LEASE AGREEMENT is made and entered into by and between the City of Lowell, Massachusetts (“City”) and Main Street Massachusetts, LLC, d/b/a the Lowell Spinners, a Massachusetts limited liability company (the “Team”), as of this 10th day of May, 2019, and amends a certain Baseball Stadium Lease Agreement dated June 21, 2017 (hereinafter known as the “Original Lease”).

WHEREAS, the City owns the baseball stadium known as Edward A. LeLacheur Park (the “Ballpark”) located at 450 Aiken Street, Lowell, Massachusetts 01854;

WHEREAS, the City acknowledges that the Team is not in default, has made all payments, met all obligations, and is in good standing under the terms and conditions of the Lease as of the date of this First Amendment;

WHEREAS, the City and the Team desire to clarify Section Two (“Term”) of the Original Lease;

WHEREAS, the City and the Team desire to memorialize its agreement on the matters contained within this First Amendment.

NOW, THEREFORE, in consideration of the mutual obligations expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Original Lease as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated in this Amendment by reference.
2. Defined Terms. All capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Original Lease.
3. Priority of Terms and Conditions. In the event of any conflict between the Original Lease and this First Amendment, the terms and provisions of this First Amendment shall prevail.
4. Amendments to Lease.

A. Section 2 of the Original Lease is hereby modified to read as follows:

TERM. The Term of this Lease shall have commenced on July 23, 2017, and shall expire, unless sooner terminated or extended, at 11:59 p.m. on December 31, 2027 (“Termination Date”). There shall be two options to extend this Agreement, each for an additional five-year period (“Extension Period”), the first

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of which, if exercised, would commence January 1, 2028. The Rent shall not increase during any Extension Period if the Team made during the original Term of this Agreement an investment in the ballpark's Structural Elements in excess of \$1 Million Dollars. If said investment is reached during the first Extension Period, then the rent shall not increase during the second Extension Period. If said investment is not made by the Team, then the rent shall increase at the rate of the Consumer Price Index on date of commencement of the Extension Period.

B. Section 3 of the Original Lease is hereby modified to read as follows:

RENT. During the Term and subject to the terms and conditions of this Agreement, the Team shall make payments each year to the Ballpark Capital Fund as consideration for the license granted by the City to the Team in Section 4 (the "Team Lease Payment"). The Team Lease Payment during the Term shall be One Hundred Ninety-Two Thousand Dollars and No Cents (\$192,000.00) per year. The final year's payment, excluding any Extension Period, shall be prorated at a rate of five hundred twenty-six dollars and three cents (\$526.03) per day from July 23, 2027 to December 31, 2027, or a total of eighty-five thousand two hundred sixteen dollars and eighty-six cents (\$85,216.86). Each such annual Team Lease Payment shall be paid in three equal installments, with the first installment due on July 31, the second installment due on August 31, and the third installment due on September 30 of each year. Five percent (5%) annual interest may be charged by the City on all payments not received within thirty (30) days of Team's receipt of an invoice reflecting the initial due date.

The City acknowledges that the Team has already paid forty-four thousand seven hundred six dollars and forty-five cents (\$44,706.45) in personal property taxes. The City hereby agrees to reduce the Team's rent for the July 31, 2019 installment by this same amount.

In addition, the Team's annual rent shall be reduced on July 1st of each year by twelve thousand dollars and no cents (\$12,000.00), in addition to an annual twelve thousand dollars and no cents (\$12,000.00) waiver of water and sewer charges owed by the Team to the City as specified hereafter in the amendment to Section 13, in order to reconcile personal property taxes now to be paid by the Team to the City as specified hereafter in the amendment to Section 19.

The City acknowledges that it will receive twenty-five thousand dollars (\$25,000) annually from the University to partially offset the Team's costs in preparing the Playing Field for University games. The City shall designate the Team as the payee of the twenty-five thousand dollars (\$25,000) annually for this purpose.

The City and the Commission warrant and represent that no other amounts are currently due and owing for the rights granted to the Team under this Lease. The