

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND MUTUAL LIMITED RELEASE**

This Confidential Settlement Agreement and Mutual Limited Release (the "Settlement Agreement") is made by and between Avon Baseball LLC ("Avon Baseball"), a limited liability company duly organized and existing under the laws of the State of Illinois, with its principal place of business at 401 Huehl Rd. 2a, Northbrook, IL 60062, and the City of Avon, an Ohio political subdivision and municipal corporation, with its municipal offices located at 36080 Chester Road, Avon, OH 44011 (the "City"). Avon Baseball and the City are referred to herein jointly as the "Parties", or singly as the "Party." This Settlement Agreement shall be effective as of the date the Settlement Agreement is fully executed by all Parties (the "Effective Date").

RECITALS

WHEREAS, Avon Baseball and the City entered into a Stadium Lease on June 16, 2008 (the "Stadium Lease"), by which Avon Baseball leased a baseball stadium from the City;

WHEREAS, a dispute arose between the Parties in or about December 2014 regarding Net Marquee Revenues due under the Stadium Lease, resulting in the City commencing a lawsuit in the Court of Common Pleas, Lorain County, captioned *City of Avon v. Avon Baseball, L.L.C.*, No. 15-cv-185389, which Avon Baseball removed to the United States District Court for the Northern District of Ohio, where it was captioned *City of Avon v. Avon Baseball, L.L.C.*, No. 1:15-cv-00155-PAG (the "Litigation");

WHEREAS, the Litigation was dismissed without prejudice on April 15, 2015 so that the Parties would engage in the dispute resolution process required by and set forth in Section 11.4 of the Stadium Lease in connection with the claims alleged in the Litigation;

WHEREAS, the Parties engaged in a dispute resolution process in accordance with Section 11.4 of the Stadium Lease in connection with the City's claims for Net Marquee Revenues due to the City from Avon Baseball pursuant to Section 6.1(e) of the Stadium Lease for 2012-2015, and Avon Baseball's claims for maintenance and repair expenses due from the City to Avon Baseball pursuant to Section 8.2(a)(1) of the Stadium Lease for 2012-2015, which, together with the Litigation, is referred to collectively herein as the "Dispute";

WHEREAS, all of the claims filed in the Litigation together with the City's claims for Net Marquee Revenues due to the City from Avon Baseball pursuant to Section 6.1(e) of the Stadium Lease for 2012-2015, and Avon Baseball's claims for maintenance and repair expenses due from the City to Avon Baseball pursuant to Section 8.2(a)(1) of the Stadium Lease for 2012-2015, regarding which the Parties engaged in a dispute resolution process pursuant to Section 11.4 of the Stadium Lease, are referred to collectively herein as the "Claims";

WHEREAS, in connection with the dispute resolution process, Avon Baseball calculated that for 2012-2014, Net Marquee Revenues totaled \$48,284.25, including a set-off for unpaid maintenance and repair expenses for 2012-2014, and the City demanded that Avon Baseball pay the City \$300,000 for such Net Marquee Revenues;

WHEREAS, the Parties have determined that it is in their respective best interests to resolve, settle, and compromise the Dispute and the Claims pursuant to the terms of this Settlement Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, with the intent to be legally bound, agree as follows:

TERMS AND CONDITIONS

1. **Payment and Disbursement.**

Within five (5) business days of the closing of the sale of the Lake Erie Crushers baseball team (the "Closing") from Avon Baseball to Blue Dog Baseball, LLC ("Blue Dog"), Avon Baseball shall pay to the City the sum of Eighty Thousand Dollars (\$80,000.00), in consideration of all of the covenants and agreements of the Parties set forth herein. Payment shall be made by check, payable to CITY OF AVON, OHIO and delivered to the attention of William D. Logan, Finance Director.

2. **Joint Statement and Nondisparagement.**

(a) The Parties agree that, within five (5) business days of the Effective Date, the Parties shall issue a joint public statement regarding the terms of this Settlement Agreement (the "Joint Statement"), which is attached hereto as **Exhibit A**. Each Party further agrees that it will not say, or write, or cause to be said or written any statements regarding the Settlement Agreement that contradict, in any way, the Joint Statement.

(b) Each Party agrees that it will not say, or write, or cause to be said or written by another, or authorize anyone to say, or write, or cause to be said or written by another, any statements that are considered defamatory, derogatory, or disparaging of the other Party or the other Party's members and/or employees. This section 2(b) shall not apply to testimony or statements, whether oral or written, made to a court, governmental authority, or administrative agency.

3. **Confidentiality.**

The Parties agree that the July 25, 2015 Nondisclosure / Confidentiality Agreement by and between the City and Avon Baseball (the "NDA"), which is attached hereto as **Exhibit B**, shall remain in full force and effect and that the Parties will continue to abide by its terms. The Parties further agree that within seven (7) days of the Effective Date, the City shall return to Avon Baseball all copies of Avon Baseball's Confidential Information, as defined in the

NDA, which are in the City's possession, custody or control, or delete and/or destroy any copies of such Confidential Information in the City's possession, custody or control.

4. **City Ordinance Regarding Settlement Agreement**

On or before the Effective Date, the City shall pass an ordinance explicitly authorizing the City to enter into this Settlement Agreement upon the terms set forth herein.

5. **Limited Mutual Releases.**

(a) Avon Baseball, on behalf of itself and each and every one of its respective present and former members, officers, directors, shareholders, agents, employees, servants, predecessors, successors, assigns, parent companies, subsidiaries, related companies, affiliates, insurers, attorneys, grantees, transferees, personal representatives, executors, and legal representatives (collectively, the "Avon Baseball Releasers"), hereby forever remises, releases, acquits, dismisses, quitclaims, discharges, and covenants not to sue the City, including its present and former employees, officers, agents, servants, predecessors, successors, assigns, affiliates, insurers, attorneys, grantees, transferees, personal representatives, executors, and legal representatives (collectively, the "City Releasees"), from any and all manner of claims, disputes, actions, liabilities, causes of action, suits, set-offs, counterclaims, demands, damages, expenses, attorney's fees, costs, and executions of every name, kind, nature and description whatsoever, based on any legal theory, right of action, or otherwise (whether arising under foreign, federal, state, or local law, statute or regulation; at common law; or in equity), suspected or unsuspected, known or unknown and hereinafter becoming known by one or more of the Avon Baseball Releasers, foreseen or unforeseen, matured or unmatured, accrued or not accrued, that the Avon Baseball Releasers ever had, now have or may have arising out of or in any way connected to the Claims or the Dispute, as defined herein; EXCEPT THAT any claim to enforce this Settlement Agreement and/or the mutual promises and agreements set forth in this Settlement Agreement, and any and all claims unrelated to the Claims or the Dispute, as defined herein, are excluded from this Section 5(a).

(b) The City, on behalf of itself and each and every one of its respective present and former employees, officers, agents, servants, predecessors, successors, assigns, affiliates, insurers, attorneys, grantees, transferees, personal representatives, executors, and legal representatives (collectively, the "City Releasers"), hereby forever remises, releases, acquits, dismisses, quitclaims, discharges, and covenants not to sue Avon Baseball, including its present and former members, officers, directors, shareholders, agents, employees, servants, predecessors, successors, assigns, parent companies, subsidiaries, related companies, affiliates, insurers, attorneys, grantees, transferees, personal representatives, executors, and legal representatives (collectively, the "Avon Baseball Releasees"), from any and all manner of claims, disputes, actions, liabilities, causes of action, suits, set-offs, counterclaims, demands, damages, expenses, attorney's fees, costs, and executions of every name, kind, nature and description whatsoever, based on any legal theory, right of action, or otherwise (whether arising under foreign, federal, state, or local law, statute or regulation; at common law; or in equity), suspected or unsuspected, known or unknown and hereinafter becoming known by one or more of the City Releasers, foreseen or unforeseen, matured or unmatured, accrued or not accrued, that the City Releasers

ever had, now have or may have arising out of or in any way connected to the Claims or the Dispute, as defined herein; EXCEPT THAT any claim to enforce this Settlement Agreement and/or the mutual promises and agreements set forth in this Settlement Agreement, and any and all claims unrelated to the Claims or the Dispute, as defined herein, are excluded from this Section 5(b).

6. **Representations and Warranties.**

(a) Each Party represents that at no time has it relied on any statement, representation, admission, inducement, or promise of the other Party, or any officer, agent, employee, representative, or attorney for the other Party, in executing this Settlement Agreement or in making the settlement provided for herein, except as expressly stated in this Settlement Agreement.

(b) Each Party represents that it has not relied on any tax advice or representations from the other Party hereto regarding the tax consequences of any payments made in connection with this Settlement Agreement.

(c) Each Party to this Settlement Agreement represents that it has investigated the facts pertaining to the settlement and this Settlement Agreement and all matters pertaining thereto to the full extent it deems necessary for the purpose of executing this Settlement Agreement.

(d) Each Party represents that it has not assigned or transferred to any other person or entity any of the Claims, including any causes of action or interests related thereto against any one or more of the entities or persons referenced in or benefited by this Settlement Agreement, including, without limitation, by way of subrogation, except that by virtue of Avon Baseball's impending sale of the Lake Erie Crushers to Blue Dog, Avon Baseball will transfer the Stadium Lease to Blue Dog, which transfer the City already has approved via City of Avon Ordinance No. 162-15.

(e) Each Party hereto acknowledges that it is solely responsible for its own attorneys' fees and expenses arising from or related to this Settlement Agreement and the Dispute.

(f) Each Party represents that it has had the opportunity to consult with counsel concerning the Settlement Agreement, its terms, and its effect. Each Party represents that it is entering into this Settlement Agreement of its own free will and has not been influenced, coerced, or induced to make this compromise or Settlement Agreement by any improper action by any other Party hereto.

(g) Each Party represents and warrants that it has full authority and is otherwise duly authorized to enter into and perform each obligation set forth in this Settlement Agreement.

(h) Each Party represents and warrants that there are no Net Marquee Revenues pursuant to Section 6.1(e) of the Stadium Lease, or maintenance and repair expenses

pursuant to Section 8.2(a)(1) of the Stadium Lease, due between the Parties for 2011. Each Party further represents and warrants that it releases any and all claims against the other Party related to Net Marquee Revenues or maintenance and repair expenses due under the Stadium Lease for 2011.

(i) Avon Baseball represents and warrants that there are no additional bills or invoices for maintenance and repair expenses, for the years 2011 to 2015, pursuant to Section 8.2(a)(1) of the Stadium Lease that Avon Baseball will submit to the City for payment after the Effective Date. The City likewise represents and warrants that there are no additional bills or invoices for maintenance and repair expenses, for the years 2011 to 2015, pursuant to Section 8.2(a)(1) of the Stadium Lease that the City will submit to Avon Baseball for payment after the Effective Date.

7. **Additional Terms.**

(a) The rights and obligations of the Parties to this Settlement Agreement shall be construed in accordance with the laws of the State of Ohio, without giving effect to the choice of law principles thereof. The Parties consent to the jurisdiction of the state and federal courts of Ohio for the purpose of resolving any disputes that may arise in the future regarding this Settlement Agreement, its terms, or enforcement thereof. The Parties further acknowledge and agree that should any Party breach any of the terms and conditions of this Settlement Agreement, the non-breaching Party will be entitled to recover all legal fees and costs incurred in connection with the enforcement of the Settlement Agreement or associated with obtaining any relief resulting from breaches of the Settlement Agreement.

(b) Each Party has cooperated in (and in any construction to be made of this Settlement Agreement shall be deemed to have cooperated in) the drafting and the preparation of this Settlement Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in any interpretation of this Settlement Agreement.

(c) If any provision of this Settlement Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(d) The terms and conditions contained in this Settlement Agreement shall inure to the benefit of, and be binding upon, present and former members, officers, directors, shareholders, agents, employees, servants, predecessors, successors, assigns, parent companies, subsidiaries, related companies, affiliates, grantees, transferees, personal representatives, executors, attorneys, and legal representatives of each of the Parties to this Settlement Agreement.

(e) This Settlement Agreement may be executed at different times and locations in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile copy or scanned copy of the signatures on this Settlement Agreement shall have the same effect as originals.

(f) Each of the undersigned is authorized to enter into this Settlement Agreement on behalf of the Party or Parties indicated.

8. **Entire Agreement.**

This Settlement Agreement shall constitute the entire, full, and complete agreement concerning the subject matter hereof, and shall supersede all prior agreements concerning the subject matter hereof. No amendment or modification of, or variance from, this Settlement Agreement shall be binding on any Party unless made in a writing executed by all Parties.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Settlement Agreement as of the Effective Date.

AVON BASEBALL, LLC

By: _____

Title: _____

Date: _____

THE CITY OF AVON

By: _____

Title: _____

Date: _____

EXHIBIT A

JOINT STATEMENT

The Lake Erie Crushers and the City of Avon have come to an agreement regarding revenue sharing with respect to the marquee revenue advertising from 2012-2015. The agreement also encompasses maintenance and repair expenses for the same time period. Once again the team and the City worked collaboratively through a review of the documents and came to the same conclusion. Both parties are pleased to put this matter behind them. I. Steven Edelson, Managing Member of the Lake Erie Crushers, stated, "We have worked well with the City since the inception of the team. This is one more example of how good communication resolves a situation."

Mayor Jensen stated: "The City has always enjoyed a good working relationship with Mr. Edelson and Avon Baseball. There was never a doubt the parties could resolve their differences on the Marquee Sign revenue once all the pertinent information was exchanged. The City thanks Avon Baseball for their cooperation. Under Mr. Edelson's leadership, The Lake Erie Crushers won the Frontier League Championship their first year in the League in 2009, as well as making the Playoffs in 2011, 2013 and 2014. The Lake Erie Crushers were also named the Frontier League "Organization of the Year" in 2011. I would like to thank him for all his hard work that resulted in those successful seasons.

I would also like to thank him for the many positive things the City of Avon was the recipient of because of his generosity. Some of those things include hosting the college MAC Baseball Tournament since 2012, hosting the "Walk to End Alzheimer's" for the last several years, allowing Avon High School Baseball to play their home games on the field, hosting Little League games, allowing the Avon Schools to host their fundraising events, as well as many other events that benefited not only Avon, but the surrounding communities as well.

Best wishes and good luck to Steven on his future endeavors. "

EXHIBIT B

NONDISCLOSURE / CONFIDENTIALITY AGREEMENT

NONDISCLOSURE / CONFIDENTIALITY AGREEMENT

This Nondisclosure / Confidentiality Agreement (the "Agreement") is entered into by and between the City of Avon ("Avon") and Avon Baseball L.L.C. (the "Team") on July 25, 2015. Avon and the Team shall be referred to collectively as "the Parties." The term "Representatives" of a specified party means the members, officers, employees, agents, attorneys, accountants, consultants or advisors of the entity that is a party. "Stadium Lease" shall mean the lease between the Parties dated June 16, 2008 relating to Lake Erie Crushers Stadium. The term "Net Marquee Revenue" shall mean the net marquee revenue defined in the Stadium Lease.

Pursuant to Section 11.4(b) of the Stadium Lease, on May 13, 2015, the "designated representatives" of Avon (former Mayor James Smith) and the Team (I. Steven Edelson), along with counsel and others, including but not limited to Avon Finance Director William Logan, met at Lake Erie Crushers Stadium to discuss the current dispute between the parties regarding both Net Marquee Revenues and maintenance and repair expenses pursuant to the Stadium Lease (the "Dispute"). As the Parties continue to engage in the dispute resolution process, the Team may grant Avon access to certain information that the Team wishes to keep confidential. Avon agrees that it will (and will cause its Representatives to) treat such information in accordance with the provisions of this Agreement.

The term "Confidential Information" in this Agreement means information concerning the Team that the Team or its Representatives makes available to Avon or its Representatives during the dispute resolution process which may include, but is not limited to: spreadsheets regarding marquee revenue and expenses; spreadsheets containing information regarding advertising sales; spreadsheets containing maintenance and repair information and expenses; agreements between the Team and sponsors; backup documentation regarding marquee revenues, maintenance and repair expenses, and other expenses; and relevant portions of financial statements.

As a condition of the Team furnishing Confidential Information to Avon or its Representatives, the Parties agree as follows:

1. Avon and its Representatives will use Confidential Information solely for the purpose of evaluating issues relating to the Dispute.
2. Avon and its Representatives will keep the Confidential Information confidential and will not disclose any Confidential Information to any other person or entity, without the prior written consent of the Team.
3. If Avon becomes required by applicable law, legal process or regulatory proceeding to disclose any Confidential Information, Avon will, to the extent legally permissible, provide the Team with prior prompt written notice of such requirement so that the Team may seek, at its sole cost and expense, a protective order or other appropriate remedy or may provide written consent to disclose certain Confidential Information as provided in Paragraph 2 of this Agreement. Regardless of whether such a protective order or other remedy is obtained, or the Team provides written consent to disclose certain Confidential Information as provided in Paragraph 2 of this Agreement, Avon will disclose, and will cause its Representatives to disclose, only that portion of the Confidential Information that it or they are legally required to disclose. To the extent that any Confidential Information is disclosed by Avon pursuant to this paragraph, Avon shall exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to all such disclosed Confidential Information.
4. Avon will permit access to Confidential Information only to those of its Representatives having a need to know such information for purposes of evaluating issues relating to the Dispute and who agree to be bound by the terms of this Agreement. Avon will advise those of its Representatives that receive Confidential Information of their obligations under this Agreement and will take reasonable precautions, in good faith, to ensure Confidential Information is not disclosed except as provided herein.
5. Avon and its Representatives will be permitted access to the Confidential Information, but will not be permitted to retain originals, copies, or extracts of the Confidential Information. To the extent Avon or its representatives

maintain notes or other communications regarding the Confidential Information, said notes and communications will be treated as Confidential Information subject to the terms of this Agreement. Upon the Team's written request, Avon promptly will return to the Team or destroy all copies of Confidential Information that are then in the possession or under the control of Avon or its Representatives.

6. Avon agrees that the Team shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Agreement, in addition to any other rights or remedies that may be available to the Team at law or in equity.
7. This Agreement shall be governed by and construed in accordance with the law of the State of Ohio, without regard to that state's conflict of laws rules. All litigation seeking to enforce this Agreement shall be conducted exclusively in the federal or state courts located in Lorain County, Ohio without regard to principles of forum non conveniens and the like. The Parties mutually consent to personal jurisdiction in the federal or state courts of Lorain County, Ohio.
8. Each Party understands and agrees that no failure or delay by the other Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
10. This Agreement embodies the entire understanding and agreement between the Parties hereto with respect to Avon's use of the Confidential Information and supersedes any prior understandings and agreements relating thereto. The terms and conditions set forth in this Agreement may be modified or waived only by a separate writing signed by all Parties expressly so modifying or waiving such terms and conditions. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

CITY OF AVON

AVON BASEBALL L.L.C.

By: James A. Smith

By: Steve Edelson

Name: James A. Smith

Name: I Steven Edelson

Title: Representative, City of Avon

Title: Managing Member

By: William Logan

Name: William Logan

Title: Finance Director, City of Avon