

**JOINT VENTURE AGREEMENT**  
**Re: Improvements to the Civic Center**

AGREEMENT made as of this 17th day of October, 2007 among Cumberland County Recreation Center (the "Civic Center"), the County of Cumberland (the "County"), the City of Portland (the "City"), and the Portland Pirates, LLC (the "Pirates").

WHEREAS the Parties to this Agreement all recognize that the Civic Center Building (the Civic Center Building") is nearing the end of its third decade of existence; and

WHEREAS the Parties all recognize that the Civic Center Building has been uniquely successful in bringing high quality entertainment and sporting events to the residents of Cumberland County and elsewhere in Maine and New England; and

WHEREAS the existing Civic Center Building has a number of inadequacies, such as seating capacity, bathroom facilities, concession and food service facilities, and storage facilities; and

WHEREAS the likelihood of an immediate new building replacement is low given political and economic considerations; and

WHEREAS a new approach to expansion at the site may be possible given the involvement of the City; and

WHEREAS, more specifically, Janet Marie Smith ("Ms. Smith") of Struever Bros, Eccles & Rouse (the "Consultant"), the nationally noted architectural firm responsible for the renovation of Fenway Park in Boston and Oriole Park at Camden Yards in Baltimore, has become available to assist the Parties in planning the future of the Civic Center Building.

NOW THEREFORE the Parties hereto agree as follows:

1. Establishment of Joint Task Force. The Parties agree to establish a Joint Task Force to plan for the future of the Civic Center Building, the consulting services for which would be conducted by Ms. Smith. The Joint Task Force will consist of two persons appointed by each of the Parties to this Agreement. Although each signatory would have two appointees to the Task Force, each signatory in fact for voting purposes would have but one vote. No meeting of the Task Force may take place without at least one of the two representatives of each Party present. A Civic Center Trustee shall be the Chair of the Task Force.

2. Cost of Consulting Services. It is understood that Ms. Smith has provided preliminary cost estimates for a comprehensive Study and Report on the future of the Civic Center Building (the "Plan"), including suggested renovations and scenarios, which Ms. Smith has estimated may cost \$350,000. Ms. Smith has further indicated that the Plan is composed of two phases, of which Phase 1 would cost \$175,000 or less. The Parties to this Agreement each agree to contribute \$44,000 to fund Phase 1 of the Plan. Such funds will be contributed by the Parties according to the timeline set forth in the retention agreement between the Consultant and the

Civic Center covering Phase 1 of the Plan. The amounts shall be deposited with the Civic Center and shall be maintained in a separate account by the Civic Center. The Civic Center shall serve as Agent for the group and will enter into a formal contractual Agreement with the Consultant to conclude Phase 1 of the Plan at a cost not in excess of \$175,000. No funds will be disbursed without the approval of the Joint Task Force, consistent with the terms of this Agreement, and Ms. Smith shall provide periodic updates on her work on a regular basis to the Task Force. The contract between the Civic Center and the Consultant shall substantially contain the following language concerning indemnification:

Consultant hereby agrees to defend, indemnify and hold harmless the Cumberland County Recreation Center (the Owner), its officers, directors and employees from and against any claim, demand, cause of action, injury, loss, award, judgments, penalties, cost, damage, or liability of whatever kind or nature (including, without limitation, court costs and reasonable attorney's fees) from injury or death of any person, or property damage arising from or in connection with the default, negligence or willful misconduct of Consultant hereunder, except to the extent such claim, demand, cause of action, injury, loss, cost, damage, or liability is attributable to the sole, contributory, partial, joint, comparative, or concurrent gross negligence of the Civic Center, or its members or officers (other than any affiliate of Consultant). Consultant shall cause its Subconsultants to maintain professional, comprehensive general liability and automobile insurance in an amount of not less than \$400,000 and worker's compensation insurance in the applicable statutory amount. Consultant shall maintain comprehensive general liability and automobile insurance in an amount of not less than \$400,000 and worker's compensation insurance in the applicable statutory amount. The Cumberland County Recreation Center (the Owner), the County of Cumberland, the Portland Pirates, LLC and the City of Portland shall be named as additional insureds on those policies in the Consultant's and Subconsultant's coverage

3. Duration of Joint Task Force. The Joint Task Force will last for two years or such other time as the Parties hereto jointly agree.
4. Scope of Economic Commitment. No Party to this Agreement shall be committed for an economic obligation in excess of \$44,000 related to the terms of this Agreement, unless jointly agreed otherwise. Should there be any funds left over at the end of Phase 1 of the Plan, said funds will be returned to the four Parties pro-rata, or if later jointly agreed, may be applied to any future phases of the Plan.
5. Phase Two. This Agreement commits the four Parties only to Phase 1 of the Plan. In the event that the Parties wish to go forward with Phase 2, an Amendment to this Agreement will be entered into mutually satisfactory to all four Parties.
6. Counterparts. This Agreement may be executed in multiple counterparts for convenience.

DATED as of the day and year first above written by the duly authorized representative of each party.

CUMBERLAND COUNTY RECREATION  
CENTER

By \_\_\_\_\_  
Its

COUNTY OF CUMBERLAND

By \_\_\_\_\_  
Its

PORTLAND PIRATES, LLC

By \_\_\_\_\_  
Its

CITY OF PORTLAND

By \_\_\_\_\_  
Its