

**ASSIGNMENT
OF
CONTRACT NO. 5553
ARCHITECTURAL SERVICES FOR CONSTRUCTION OF MINOR LEAGUE BASEBALL FIELD**

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF HARTFORD**, with a mailing address of 550 Main Street, Hartford, CT 06103 (hereinafter "Assignor"), for consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, and set over to **CENTERPLAN CONSTRUCTION COMPANY LLC**, a Connecticut Limited Liability Company with a mailing address at 10 Main Street, Suite D, Middletown, CT 06457 (hereinafter "Assignee"), all of Assignor's right, title, and interest in and to that certain Contract No. 5553 – Architectural Services for Construction of a Minor League Baseball Field entered into between Assignor and **PENDULUM STUDIO II LLC**, with a mailing address at 1512 Holmes Street, Kansas City, MO 64108 (hereinafter "Pendulum"), and dated as of July 29, 2014, (the "Agreement") a true and correct copy of which is attached hereto as Exhibit A (hereinafter this document shall be referred to as the "Assignment").

WHEREAS, Assignor and **DoNo HARTFORD LLC** (hereinafter "DoNo") entered into that certain Development Services Agreement dated February 4, 2014 (hereinafter the "DSA"), whereby Assignor contracted for DoNo to design, develop and construct a minor league baseball stadium within the Downtown North section of Hartford (hereinafter the "Stadium"), as more fully set forth in such DSA;

WHEREAS, the DSA contemplated that DoNo would design, develop and construct the Stadium and that Assignor would assign the Agreement with Pendulum to DoNo;

WHEREAS, the DSA further contemplated that in order to design, develop and construct the Stadium, DoNo would contract with Assignee to design build the Stadium (hereinafter the "Design Build Agreement");

WHEREAS, the DSA further contemplated that within the design build format, Assignee would be responsible for and ultimately take the assignment of the Agreement so that Pendulum worked as a consultant to Assignee;

WHEREAS, the Agreement between Assignor and Pendulum contemplates in Exhibit B three (3) Parts (A, B and C), and the parties acknowledge that Parts A and B have been fully completed by Pendulum, leaving just Part C remaining; and

WHEREAS, Pendulum, by virtue of this Assignment, shall complete Part C of the Agreement (listed in Exhibit B thereto) as a consultant to the Assignee pursuant to the terms and conditions of the Agreement as the same may be modified pursuant to paragraph 5 below.

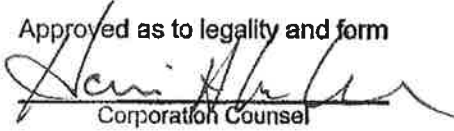
NOW THEREFORE, Assignor, Assignee, DoNo and Pendulum for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, hereby agree as follows

1. Pursuant to Section 22 of the Agreement, Pendulum hereby consents to this Assignment and hereby waives the need for thirty (30) days advance written notice of the same from the Assignor should the same not have been provided;

2. Assignor and Pendulum (and Assignee and DoNo) each acknowledge and agree that pursuant to Exhibit B of the Agreement: (a) that Pendulum has fully completed the Part A and the Part B services of the Agreement, and (b) that Pendulum has performed additional services under Part B and has invoiced Assignor for such additional services by Invoice Number 1714 in the amount of \$222,747.60, and (c) that Assignor will remain responsible to Pendulum with regard to any amount for these additional services pursuant to the Agreement.
3. At the time of this Assignment, Pendulum is still due a payment in the amount of Two Hundred Seventy Seven Thousand Six Hundred Eleven and 00/100 Dollars (\$277,611.00) for Part B services under the Agreement (not including additional services). The foregoing payment is now the responsibility of the Assignee. As such, Assignee has requisitioned these funds from DoNo pursuant to its contract with DoNo. DoNo has in turn requisitioned the Hartford Stadium Authority pursuant to the DSA. Upon execution of this Agreement, Assignee will immediately pay the same via wire to Pendulum; notwithstanding the foregoing, Assignee remains responsible for this \$277,611 payment until it is paid.
4. Assignor and Pendulum each acknowledge and agree that on March 5, 2015, Assignor provided the required amendment to the Agreement to unlock Part C of Exhibit B of the Agreement, a fully executed copy of which is attached hereto as Exhibit B;
5. Upon full execution and delivery of this Assignment, Pendulum shall commence work on Part C of Exhibit B of the Agreement and shall complete the same under the purview and direction of Assignee;
6. To the extent necessary to bring the Agreement into conformity with the requirements of the DSA and/or the Design Build Agreement, Pendulum may be asked to execute reasonable amendments to the Agreement; and
7. Assignee, by its acceptance of this Assignment, hereby assumes and agrees to be bound by the applicable representations, obligations, terms, and conditions of the Agreement, subject only to paragraph 5 above, from and after the date hereof, and Assignor shall be relieved of further obligation pursuant to the same should such obligation arise on or after execution of this Assignment and pertain to any matter that does not derive from Part A or Part B of Exhibit B of the Agreement.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

IN WITNESS WHEREOF, Assignor, Assignee, DoNo and Pendulum have executed this Assignment as of the 8th day of May, 2015.

Approved as to legality and form


Corporation Counsel

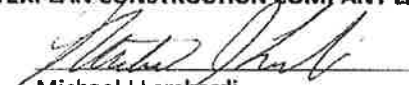
ASSIGNOR:
CITY OF HARTFORD

By:


Pedro E Segarra
Its Mayor


ASSIGNEE:
CENTERPLAN CONSTRUCTION COMPANY LLC

By:


Michael J Lombardi
Its President

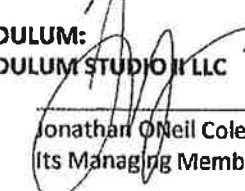
DoNo:
DONO HARTFORD LLC

By:


Jason S Rudnick
Its Manager

PENDULUM:
PENDULUM STUDIO II LLC

By:


Jonathan O'Neil Cole
Its Managing Member