



December 23, 2015

I Charles Mathews
Chairman
Hartford Stadium Authority
250 Constitution Plaza, 4th Floor
Hartford, CT 06103

Re: Response to your letter dated December 17, 2015

Dear Mr. Mathews:

We are in receipt of your letter dated December 17, 2015 requesting that we provide you with written assurance by 1 PM on December 23, 2015 as to the anticipated date of substantial completion of the Ballpark, together with a detailed finance plan to show available funds to meet that date. This letter is in response to your request.

As you are aware, on the same date of your request, December 17, 2015, DoNo received correspondence from Centerplan Construction Company LLC ("CCC"), and DoNo directed correspondence to the City of Hartford (the "City") notifying the City of DoNo's claim that the City breached the terms of the Development Services Agreement dated February 4, 2015 (the "DSA") by failing to adhere to one of the most, if not the most, critical component and underpinning of the DSA; namely that DoNo, and the design builder, CCC, were required to have complete control over the design and construction of the Ballpark in order to maintain the \$56 Million budget for the Ballpark (the "Budget"). Instead, the City and the HSA completed the design of the Ballpark, delayed the assignment of the design to DoNo/CCC by 4 ½ months, and ultimately only provided DoNo/CCC with control of the design team for construction administration services (this is all stated in writing in agreements entered into by and between the parties). Ultimately, our December 17th correspondence sets forth in detail the basis for the claim, so I will not restate all of it at this time. The HSA was, as you know, copied on our December 17th correspondence.

As stated in our December 17th correspondence, CCC is preparing a revised Schedule of Values that reflects the anticipated costs of completing the Ballpark based upon the design completed by and under the direction of the City and the HSA. Upon completion, we will promptly submit a change order to the City and the HSA based upon the revised Schedule of Values; we anticipate that this will be delivered to the City by Close of Business tomorrow, December 24, 2015. Based upon when the City/HSA formally approves the change order and makes the necessary funds available to fund the additional costs to the Ballpark caused by the City/HSA's completing the design of the Ballpark, we can provide the City/HSA with an update as to what, if any, impact the same will have on the overall schedule.

Even though you have put us in such an untenable position, we understand that the City may take the position that they will not approve a change order as it would increase the Budget.

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DoNo

Hartford LLC

If this be the case, and to avoid further dispute, we are willing to and have actually commenced a process of unbundling sub-contractor agreements to develop an alternative plan and alternative schedule of values, which should give us (the City, the HSA and the Team) an opportunity to complete the Ballpark by the spring of 2016. All must understand that this is an extraordinary challenge and will require significant cooperation by the City, the HSA and the Team. We believe that we can complete this plan and present the same to the City and the HSA by the second week of January. At such time, we should meet with all stakeholders and discuss the same in an effort to complete the Ballpark based on the foregoing.

It would be helpful if the City would also share the agreement that the City has with the Team, so that we can determine now, what else the City may have obligated itself to that we have never been made aware of.

As we also stated in our letter, we would welcome the opportunity to meet with the City, the HSA, the Team (if you find it appropriate; we do) and any other stakeholders that you feel necessary to have an open and more robust discussion about an alternative to the above mentioned change order, which would be a re-evaluation of the design of the Ballpark, and agreement on reductions in scope and design that bring the overall budget for completion of the Ballpark back towards and as close to the original Budget that was intended prior to the City/HSA's breach of the DSA. This would ultimately reduce the overall cost of the change order. Working together we are confident we can resolve this amicably, and provide the City with a Ballpark that is appropriate in scale and finish. We can then also evaluate impacts on schedule based upon the agreed upon changes between all parties.

Please be aware that this response does not alter or in any way change our letter dated December 17, 2015. It is simply being provided to be responsive to your request. DoNo reserves and does not waive all of its rights and remedies under the DSA and applicable law.

Very Truly Yours,



Jason S. Rudnick
Manager

Cc: Darrell Hill, Chief Operating Officer, City of Hartford (Darrell.Hill@hartford.gov)
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