

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT is made as of this 7th day of December, 2000 by and between TUFTON GROUP, INC., a Maryland corporation, TUFTON PROFESSIONAL BASEBALL LLC, a Maryland limited liability company, TUFTON BASEBALL ACADEMY LLC, a Maryland limited liability company, and TUFTON ENTERPRISES LLC, a Maryland limited liability company (collectively, the "Tufton Group" and individually each a "Tufton Group Member") and the CITY OF ABERDEEN, a political subdivision of the State of Maryland (the "City").

Recitals

WHEREAS, certain members of the Tufton Group and the City are entering into, simultaneously herewith, a Funding Agreement, which sets forth the terms pursuant to which certain members of the Tufton Group shall contribute certain capital toward the cost of constructing the baseball stadium that is to be built in Aberdeen, Maryland (the "Stadium"), a Concession Agreement, which sets forth the terms pursuant to which certain members of the Tufton Group will be granted use of the Stadium, and a Ground Lease, which sets forth the terms pursuant to which certain members of the Tufton Group shall possess certain land adjacent to the Stadium (the "Academy Site").

WHEREAS, on or about December 1, 1998 the City entered into an agreement with Frito-Lay, Inc. (the "Frito-Lay Agreement") in which City and Frito-Lay, Inc. ("Frito-Lay") may claim certain naming rights related to the premises occupied by the stadium (in December, 1998, the stadium was contemplated to be on a site different than the site upon which the Stadium will be constructed).

WHEREAS, the City denies that Frito-Lay has any rights with regard to the naming of the premises or any other naming rights.

WHEREAS, the Tufton Group intends to sell the naming rights to the Stadium and the premises containing the Stadium to a third party and may also sell the naming rights with respect to the improvements to be built on the Academy Site.

WHEREAS, the Tufton Group is concerned that the existence of the Frito-Lay Agreement, absent some other written agreement between the City and Frito-Lay clarifying Frito-Lay's naming rights, would diminish the value of the naming rights to the Stadium and/or the Academy Site.

WHEREAS, the Tufton Group will not enter into the agreements described above unless the City indemnifies the Tufton Group, or any Tufton Group Member, as applicable, pursuant to the terms of this Agreement, for any and all losses suffered by it, resulting from, or arising out of, the Frito-Lay Agreement.

WHEREAS, the City does not intend to release Frito-Lay from any claim of bad faith or interference with contract between the City and Tufton Group.

Agreement

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Indemnification. The City shall fully indemnify, save harmless and defend the Tufton Group, and each Tufton Group Member, as applicable, from and against any and all Losses, as defined below, incurred by Tufton Group or any Tufton Group Member, resulting from, or arising out of the Frito-Lay Agreement. "Losses" shall mean any or all of the following:
 - (A) The difference between (i) the consideration received from a third party for the naming rights to the Stadium and the premises containing the Stadium and (ii) the consideration that would have been received from such third party for the naming rights to the Stadium and the premises containing the Stadium but for the existence of the Frito-Lay Agreement;
 - (B) The difference between (i) the consideration received from a third party for the naming rights to any of the Academy Site improvements and (ii) the consideration that would have been received from such third party for the naming rights to the Academy Site improvements but for the existence of the Frito-Lay Agreement;
 - (C) Any amount of consideration paid by a third party for the naming rights to the Stadium and the premises containing the Stadium, or any amount of consideration paid by a third party for the naming rights to any improvement built on the Academy Site, if such amount of consideration is subject to an escrow agreement, or other similar arrangement such that the Tufton Group Member (or Tufton Group Members, as the case may be) selling such naming rights will not have total and complete control over such amount of consideration from and after the date upon which such was deemed to have been paid. Upon and after full indemnification by the City pursuant to this subsection, Tufton Group shall assign to the City all of Tufton Group's right, title and interest to the escrowed amount.

- (D) Any and all reasonable costs and expenses incurred in connection with investigating, defending, or asserting any claim, action, suit, or proceeding incident to any matter resulting from, or arising out of, the Frito-Lay Agreement (including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants, and other professionals) and any other related losses, costs, obligations, liabilities, settlement payments, awards, judgments, damages, fines, penalties, expenses, deficiencies, and/or other charges.
2. Assignment. The City may not assign its obligations under this Agreement. Any Tufton Group Member may assign its rights under this Agreement at any time to any other person or entity with the consent of the City, which consent shall not be unreasonably withheld or delayed.
 3. Authority. The City represents and warrants to each Tufton Group Member that it is a political subdivision of the State of Maryland and that the execution of this Agreement has been properly authorized and executed by the City.
 4. Amendments. This Agreement shall not be amended, modified or supplemented without the written agreement of all parties hereto.
 5. Waivers. No waiver of any provision of this Agreement shall be effective unless set forth in a writing signed by the party making such waiver, and any such waiver shall only be effective to the extent set forth in such writing. Failure by any party to this Agreement to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any provision shall not constitute a waiver of any rights of such party, and such party may at any time after such failure exercise any and all rights available to it at law or in equity.
 6. Partial Invalidity. In the event that any provision of this Agreement is deemed to be invalid by reason of operation of law, or by reason of the interpretation of such provision by any administrative agency or court, the parties shall negotiate an equitable adjustment of such provisions in order to effect, to the maximum extent allowable under the law, the purpose of this Agreement, and in the event the parties cannot agree on such, then such provision shall be severed from this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full and effect.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland.
8. Survival. The City's obligations under this Agreement shall survive for so long as there is any agreement between the City and any Tufton Group Member concerning the Stadium or the Academy Site.
9. Entire Agreement. This Agreement represents the entire agreement between the parties hereto concerning the subject matter of this Agreement and supercedes all prior and contemporaneous oral and prior written agreements concerning the subject matter of this Agreement.

WITNESS the execution of this Indemnification Agreement as of the date first above written.

WITNESS/ATTEST:

THE CITY OF ABERDEEN

By: Douglas S. Wilson (SEAL)
 Name: DOUGLAS S. WILSON
 Title: MAYOR

TUFTON GROUP, INC.

By: Ira Rainess (SEAL)
 Ira Rainess, President

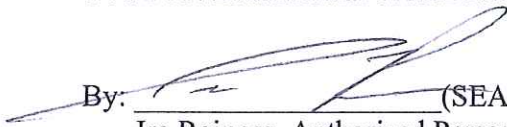
TUFTON PROFESSIONAL BASEBALL
 LLC

By: Ira Rainess (SEAL)
 Ira Rainess, Authorized Person

[SIGNATURES CONTINUED ON NEXT PAGE]

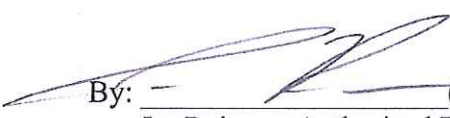
LM

TUFTON BASEBALL ACADEMY LLC

By:  (SEAL)
Ira Rainess, Authorized Person

LM

TUFTON ENTERPRISES LLC

By:  (SEAL)
Ira Rainess, Authorized Person