
MANAGEMENT AGREEMENT

Between

ILLINOIS SPORTS FACILITIES AUTHORITY

and

CHICAGO WHITE SOX, LTD.

Dated as of June 29, 1988

ILLINOIS SPORTS FACILITIES AUTHORITY
AND
CHICAGO WHITE SOX, LTD.,

STADIUM AGREEMENT

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EXHIBITS

The following list describes the Exhibits hereto:

- Exhibit A-1 - Legal Description
- Exhibit A-2 - Site Plan including Description
of Commerical & City Properties
- Exhibit A-3 - 1989 Parking Areas
- Exhibit B - Existing Stadium Lease
- Exhibit C - Intentionally omitted
- Exhibit D - Identification of Preliminary Plans
- Exhibit E - Promoter Contract Language
- Exhibit F - Categories of Team Expenses
- Exhibit G - Amendment to Act
- Exhibit H - Mayer, Brown & Platt Opinion
- Exhibit I - Arvey, Hodes, Costello & Burman
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- Exhibit J - Chapman & Cutler Opinion

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Ticket Subsidy

\$16.03

Trade Fixtures

\$4.09 (b)

MANAGEMENT AGREEMENT

THIS AGREEMENT is made as of the 29th day of June, 1988, between ILLINOIS SPORTS FACILITIES AUTHORITY, a political subdivision, body politic and municipal corporation (hereinafter referred to as the "Authority"), and CHICAGO WHITE SOX, LTD., an Illinois limited partnership (hereinafter referred to as the "Team");

RECITALS

A. The Legislature of the State of Illinois (the "Legislature") has determined that as a result of deteriorating infrastructure and sports facilities in the metropolitan area of Chicago and the shortage of sports facilities suitable for use by professional sports teams in the metropolitan area of Chicago, the creation of a modern sports facility would stimulate economic activity in the State of Illinois. Accordingly, pursuant to the Illinois Sports Facilities Authority Act, as amended ("the Act"), the Legislature has created Authority for the purposes of financing, acquiring, constructing, leasing and operating said facility.

B. Team is the holder of the franchise for Chicago issued by the American League of Professional Baseball Clubs ("American League") and is the owner of the "Chicago White Sox" professional baseball team. Team currently leases the stadium facility known as "Comiskey Park" (hereinafter referred to as the "Existing Stadium") located on West 35th Street and South Shields Avenue in Chicago, Illinois at which stadium facility the "Chicago White Sox" play its home regular season games. Due to the deterioration of the Existing Stadium, Team desires Authority to construct a new facility (the "Stadium") as hereinafter described.

C. Authority has agreed to raise capital by the issuance of revenue bonds or otherwise in an amount not to exceed One Hundred Fifty Million Dollars (\$150,000,000) having a term of twenty to thirty years (the "Bonds") to be applied against the cost of land acquisition, demolition, construction, issuance of the Bonds and related costs in connection with the Stadium.

D. Authority desires to grant Team certain rights in the Stadium, and Team is desirous of using the Stadium, and accepting certain management responsibilities relating thereto, upon the terms and conditions herein set forth (it being hereby agreed that this Agreement is intended to constitute the "Management Agreement" contemplated by the Act).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

PREMISES; ACQUISITION AND PREPARATION

Section 1.01. Description of Premises. Authority hereby grants to Team, and Team hereby accepts from Authority, the rights and responsibilities hereinafter set forth in all of that land located at Chicago, Illinois, which is more particularly described on Exhibit A-1 attached hereto and made a part hereof and shown on the site plan attached hereto as Exhibit A-2 (the "Premises"), which Premises are to be improved with a major league baseball stadium to be named "Comiskey Park" and related improvements, including parking facilities, as more particularly described in Article IV, and all permanent improvements, additions, alterations, fixtures, equipment and installations constructed, provided or added thereto at any time (which improvements together with the Premises are sometimes hereinafter referred to collectively as the "Stadium"). Authority does not presently own, but expects to acquire fee simple title to all or parts of the Premises by negotiated contract or condemnation.

Section 1.02. Authority Obligations Regarding Premises. Authority hereby acknowledges that it is of critical importance to Team that the Stadium be ready for use by Team by the beginning of the 1991 Season, and that in order for that to occur, certain actions must be completed by Authority by certain specific dates. Accordingly, Authority hereby agrees to:

- (a) acquire, by exercise of Authority's power of eminent domain or otherwise, fee simple title (but not necessarily possession) to: (i) all "Commercial Parcels" designated on Exhibit A-2 (including all "mixed use" parcels); (ii) all "City Parcels" as shown on Exhibit A-2; (iii) the "HUD Parcel" shown on Exhibit A-2 and (iv) not fewer than 80% of all improved "Residential Parcels" as shown on Exhibit A-2; all of the foregoing to be completed on or before October 15, 1988 (such date being a "Deadline Date"). Notwithstanding the foregoing, with respect to the "HUD Parcel" referred to above, said property shall be deemed acquired for purposes of this Subsection (a) if, on October 15, 1988 Authority has entered into a binding contract to acquire the property on or before May 1, 1989. Authority represents and warrants to Team that except for the parcels identified as "Public Property" on Exhibit A-1 hereto, none of the property described on Exhibit A-1 was, on January 1, 1987, owned, leased, used or occupied by the Chicago Board of Education, the Chicago Housing Authority, the Chicago Park District or any other public body;
- (b) demolish the structure on the property presently occupied by Mack Truck on or before February 15, 1989 and the property occupied by Standard Rewash by March 15, 1989; demolish and prepare for use as surface parking lots (such preparation shall include demolition to grade and creation of a

temporary hard surface coat suitable for parking cars) all the property located in the area cross-hatched on Exhibit A-3 on or before April 7, 1989;

- (c) acquire fee simple title to the entire Premises; complete demolition of all structures located on the Premises other than the Existing Stadium; enter into one or more bonded construction contracts providing unconditionally (i.e. without any contractual right of either party to terminate or materially alter its obligations thereunder for any reason other than default by the other party) for completion of the Stadium (excluding the Scoreboard System) for a fixed or guaranteed maximum cost (which cost shall include an allowance for all Allowance Items other than the Scoreboard System), not to exceed the Bid Target and otherwise containing terms and provisions consistent with Article IV hereof; obtain all necessary permits, zoning approvals and street vacations necessary for construction of the Stadium; sell and deliver bonds issued by Authority in the amount of not less than \$120,000,000.00; and issue a certificate, executed by Authority's Chairman, (a "Chairman's Certificate"), to the effect that all of the foregoing have occurred; all of the foregoing to be completed on or before May 1, 1989 (such date being a "Deadline Date") provided that if the Authority fails to complete its obligations described in Subsection 1.02(a) within the time therein provided, and Team does not exercise its option to terminate this Agreement as provided in Subsection 1.03(c), then the aforesaid Deadline Date shall be extended to May 15, 1989.

Section 1.03. Remedies.

- (a) With regard to the two (2) specific structures referred to in Section 1.02(b), in the event either one is not demolished by the date provided therefor, Team shall have the right (to the extent Authority has sufficient legal title to such structures and otherwise has the legal right to grant same) to cause such structures to be demolished and parking areas related thereto prepared as aforesaid at Authority's cost and expense. In addition, in the event Authority fails to complete any of its obligations described in Section 1.02(b) within the time therein provided, Authority agrees to compensate Team for any and all out-of-pocket costs and expenses incurred by Team in curing such failure, and as compensation to the Team for all other damages occasioned by such failure which are incalculable and not subject to ascertainment, Authority shall promptly pay Team liquidated damages in the amount of four dollars (\$4.00) per parking space for each home game in respect of which Team is deprived of such parking space(s). Authority shall reimburse Team for any amounts expended on such demolition and preparation within five (5) business days after receipt of evidence from Team that such costs have been

incurred and paid. The obligations set forth herein are intended to cause all of the parking lots planned for the area shown cross-hatched on Exhibit A-3 to be available for use at all times during construction of the Stadium.

- (b) In the event that Authority fails to complete its obligations under either Subsection 1.02(a) or Subsection 1.02(c) by the respective Deadline Dates therein provided (whether or not such failure arises as a result of any Force Majeure or other cause beyond Authority's control), either of such failures shall constitute a Major Default. Authority hereby acknowledges that time is of the essence in respect of each of the foregoing Deadline Dates, that Authority shall not be deemed to have completed its obligations set forth in Subsections 1.02(a) and 1.02(c) unless such obligations have been completed in all respects, even if the failure to complete same is immaterial (e.g., a failure to obtain any one of the necessary Parcels) and even if such failure to achieve same by the applicable Deadline Date is by only a single minute. Authority further acknowledges that the completion of Authority's obligations under Subsections 1.02(a) and 1.02(c) in full and strict compliance with the provisions thereof is an absolute condition to the Team's continuing obligations under this Agreement which can be waived only by Team in its sole and absolute discretion, and Authority irrevocably waives any right to contend that substantial compliance, or anything other than complete, total and absolute compliance, by Authority with the provisions of Subsections 1.02(a) and 1.02(c) shall constitute fulfillment by the Authority of its obligations thereunder. Authority acknowledges that this Subsection 1.03(b) was specifically bargained for by Team, constitutes a material inducement to Team entering into this Agreement and in reliance hereon Team has foregone certain valuable business opportunities.
- (c) In the event a Major Default occurs under Subsection 1.02(a), Team shall, within fifteen (15) days after the occurrence thereof, notify Authority that it elects either to (i) terminate this Agreement, in which event the rights and obligations of the Team and the Authority shall be as provided in Subsection 1.05(a) or (ii) continue this Agreement in effect and extend the Deadline Date for the completion of the Authority's obligations pursuant to Subsection 1.02(a) to May 15, 1989, and Authority's obligation pursuant to Subsection 1.02(b) shall remain in full force and effect. Such election may be made by Team in its sole and absolute discretion. Failure by the Team to deliver such notice shall constitute an irrevocable election by Team of alternative (ii).

- (d) In the event a Major Default occurs under Section 1.02(c), Team shall, within forty-five (45) days after the occurrence thereof, notify Authority that Team elects either to (i) terminate this Agreement, in which event the rights and obligations of the Team and the Authority shall be as provided in Subsection 1.05(b), or (ii) continue this Agreement in effect and extend the Deadline Date for the completion of the non-completed matters to October 1, 1989. If such Deadline Date is so extended, Team shall again be entitled to exercise either of the alternatives set forth in clauses (i) and (ii) of the immediately preceding sentence if the non-completed matters have not occurred by such extended Deadline Date. If Team selects alternative (ii), the Deadline Date shall be extended to May 1, 1990. The foregoing procedure shall continue, with the applicable Deadline Dates being each October 1 and May 1 thereafter, and the Agreement shall remain in full force and effect in accordance with its terms, until such time as Team exercises its right to terminate this Agreement, Authority exercises its right to terminate this Agreement pursuant to Subsection 1.03(e), or until the parties otherwise agree. Each and every election made by Team or Authority hereunder shall be made by it in its sole discretion.
- (e) In the event a Major Default occurs under Section 1.02(c), and Team has not theretofore notified Authority that Team elects to terminate this Agreement pursuant to Subsection 1.03(d), then Authority shall have the right to terminate this Agreement upon written notice to Team, in which event Authority shall be obligated to pay over to Team as liquidated damages the amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00), and the rights and obligations of the Team and the Authority shall be as provided in Subsection 1.05(b). Notwithstanding the provisions of Article XXII, said Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) shall in all events be due and owing from the Authority not later than thirty (30) days following the date on which Authority delivers such notice of termination.
- (f) The remedies provided in this Section 1.03 and in Section 1.05 shall be the Team's sole and exclusive remedies for breach of Authority's obligations under Section 1.02.

Section 1.04. Existing Stadium Lease. Concurrently with the acquisition by Authority of title to the Existing Stadium, Authority and Team will enter into a lease ("Existing Stadium Lease") relating thereto in the form annexed hereto as Exhibit B. Such lease shall provide for annual rental "triple net" at the rate of \$1.00 per year; shall be for a term commencing upon such acquisition of title and ending on the date when Team first occupies the Stadium, unless sooner terminated as provided in Section 1.05 or Subsection 11.02(a).

Section 1.05. Team Rights on Termination. If Team terminates this Agreement pursuant to Subsections 1.03(c) or (d), or Authority terminates this Agreement pursuant to Subsection 1.03(e), the rights and obligations of the parties shall be as follows:

- (a) In the event the Team terminates this Agreement pursuant to Subsection 1.03(c), then this Agreement shall become null and void, neither party hereto shall have any further rights and obligations to the other hereunder, and Team shall remain entitled (but not obligated) to utilize the Existing Stadium pursuant to the Existing Stadium Lease through the end of the 1989 Season but not thereafter.
- (b) In the event Team terminates this Agreement pursuant to Subsection 1.03(d), or Authority terminates this Agreement pursuant to Subsection 1.03(e), then Team shall remain entitled (but not obligated) to utilize the Existing Stadium pursuant to the Existing Stadium Lease through the later of (i) the 1992 Season, or (ii) the first full Season next following the date on which Team or Authority, as the case may be, elects to terminate this Agreement. Further in such event, (w) each party shall remain liable to the other for any obligations arising prior to the date of notice of such termination (including, without limitation, Authority's obligations, if any, to pay Team liquidated damages pursuant to any provisions of this Agreement which obligation arises prior to such termination date); (x) if Team shall play in the Existing Stadium during the 1991 Season and any subsequent Season, Authority shall pay to Team all Old Comiskey Park Costs relating to such Season, such Old Comiskey Park Costs to be determined and payable as provided in Section 2.03 hereof; (y) if it is Authority which terminates this Agreement, Team shall have the option, exercisable by written notice to Authority not less than sixty (60) days prior to the effective date of termination of this Agreement, to purchase the Existing Stadium from the Authority for a purchase price equal to the purchase price paid by Authority in acquiring the Existing Stadium; and (z) this Agreement shall otherwise become null and void and neither party shall have any further rights and obligations to the other hereunder.

ARTICLE II

TERM

Section 2.01 Commencement Date. The Term shall commence on March 1, 1991 unless such date shall have been deferred to March 1, 1992, pursuant to Section 2.02, in which case the Term shall commence on March 1, 1992 irrespective of any further extension of the Completion Date pursuant to Section 2.02. The date on which the Term is to commence pursuant to the preceding sentence is hereinafter referred to as "the Commencement Date."

Section 2.02. Late Completion. On or about January 15, 1991 Team shall consult with Authority's architects and contractors and make a physical inspection of the state of construction of the Stadium and may, in its sole discretion, make a determination that the Completion Date will not occur on or before March 1, 1991, in which event the Commencement Date shall be March 1, 1992. Such determination shall be final and binding upon the parties. Team shall, on or before February 1 next following such determination, notify Authority of such determination. In such event, if the Completion Date has not occurred by January 15, 1992, Team shall again consult with Authority's architects and contractors and make a physical inspection of the state of construction of the Stadium and may again make a determination, in its sole discretion, that the Completion Date will not occur by March 1, 1992, which determination shall also be final and binding upon the parties. The process may again be repeated by Team each January 15 unless the Completion Date has theretofore occurred, provided that if the Completion Date has not occurred by March 1, 1995, either party may, by written notice to the other delivered not later than April 1, 1995, terminate this Agreement effective as of the end of the 1995 Season, in which event the Existing Stadium Lease shall also terminate as of the end of the 1995 Season, and each of the parties shall remain liable to the other for any obligation or liability arising prior to the effective date of termination. In the event of such termination by either Team or Authority, Team shall have the option, exercisable by written notice to Authority not less than sixty (60) days prior to the effective date of termination, to purchase the Existing Stadium from Authority for a purchase price equal to the purchase price therefor paid by Authority. If Team communicates to Authority its determination that the Completion Date will not occur by the succeeding March 1 pursuant to the provisions of this Section, such determination will permit Team to play the ensuing Season in the Existing Stadium pursuant to the Existing Stadium Lease and the rights and obligations of the parties shall be as set forth herein.

Section 2.03. Old Comiskey Park Costs. As used herein, the term "Preparation Period" means each period commencing September 1 of any year (but not before September 1, 1990) and ending with the first to occur of the Completion Date or the commencement of the next succeeding Season. The term "Old Comiskey Park Costs" shall mean (i) costs and expenses incurred and paid by Team during the Preparation Period in repairing, replacing and otherwise making ready the Existing Stadium and all of its components and mechanical equipment (including any necessary replacement thereof), its interior, exterior and structural members, to the extent necessary to make it ready for

use during the Season following each Preparation Period in accordance with the standards theretofore employed by Team in its use of the Existing Stadium; (ii) all costs and expenses of repairing, replacing and maintaining the Existing Stadium incurred and paid by Team during each Season following the 1990 Season in which Team plays its games in the Existing Stadium (other than those necessitated by Team Misuse); (iii) all Property Taxes with respect to the Existing Stadium when paid by Team relating to the assessment for calendar year 1991 or any calendar year thereafter in which Team plays its games in the Existing Stadium; (iv) 50% of any Other Taxes (as determined herein) when paid by Team relating to calendar year 1991 and any calendar year thereafter in which Team plays its games in the Existing Stadium; and (v) any costs of insurance paid by Team with respect to the Existing Stadium for any period after the 1990 Season in which Team plays its games in the Existing Stadium; in each case to the extent that such costs, expenses and taxes exceed those which would have been incurred by Team had such Season been played in the Stadium. Authority hereby authorizes Team to incur and pay any and all Old Comiskey Park Costs and agrees to reimburse Team within forty-five (45) days after receipt by Authority of each statement setting forth the amount thereof, together with reasonable documentation supporting the same, including invoices and other supporting data.

Section 2.04. Liquidated Damages. (a) Subject to Subsection 2.04(b) and Section 1.05 hereof, if the Completion Date has not occurred by March 1, 1991, a "Completion Default" will be deemed to have occurred, unless Authority shall have terminated this Agreement under Section 1.03(e) prior to March 1, 1991. Authority hereby acknowledges that a Completion Default will result in (i) loss of ticket, advertising and other revenues; (ii) loss of goodwill and (iii) other unforeseen losses, costs and expenses, and that some or all of the foregoing may be incapable of accurate measurement. Accordingly, Authority hereby agrees that if a Completion Default occurs, Authority shall pay to Team liquidated damages in the sum of Five Million Dollars (\$5,000,000) if the Commencement Date has not occurred by the beginning of the 1991 Season and Authority has not terminated this Agreement pursuant to Section 1.03(e) prior to March 1, 1991. Subject to Subsection 2.04(b) and Section 1.05 hereof, if the Completion Date has not occurred on or before the March 1 next preceding any Season(s) following the 1991 Season and if Authority shall not have theretofore terminated this Agreement pursuant to Section 1.03(e), Authority shall pay additional liquidated damages equal to \$7,500,000 for the first such Season, \$10,000,000 for the next such Season, with the amount of such damages increasing by \$2,500,000 for each subsequent Season unless and until the Agreement is terminated by either party pursuant to Section 2.02. Payment of liquidated damages for each such Season shall be paid as follows:

- (i) Liquidated damages for the 1991 Season (i.e. \$5,000,000) shall be due and payable on the first day of the 1992 Season provided that if and to the extent on that date Authority shall not have funds available to make such payment, Authority's obligation shall be deferred (without interest) until such funds are available after payment of or provision for all other lawful obligations of Authority other than obligations, if any, on account of any Authority activity unrelated to the Stadium or the Existing Stadium; provided that (A)

the proceeds received by Authority from the collection of the Local Tax shall in any event be applied in accordance with the provisions of Sections 23.02, 23.03 and, if applicable, 23.07 hereof, and (B) in all events (unless sooner paid) \$1,000,000 of such liquidated damages shall be paid not later than April 1, 1993, and an additional \$1,000,000 shall be paid not later than April 1 in each of years 1994, 1995, 1996 and 1997;

- (ii) Liquidated damages for any subsequent Season shall be due and payable on the first day of such Season.

b) Notwithstanding the provisions of Subsection 2.04(a), the March 1, 1991 date (and any succeeding March 1 date(s) until the Completion Date occurs) shall be extended in the event that Authority's failure to accomplish the Completion Date by any such March 1 date(s) results directly from either (i) a Default by Team hereunder or an event which, with the passage of time and/or the giving of notice, would constitute a "Default" by Team hereunder, (ii) the institution by Team of any arbitration proceedings pursuant hereto wherein the Panel shall determine that Team's position in such dispute was without merit, or (iii) the institution by Team of any litigation against Authority wherein the court shall determine that Team's position in such litigation was without merit. In any of these events, the relevant March 1 date(s) shall be extended by the period of delay resulting therefrom and no Completion Default shall be deemed to have occurred unless the Completion Date has not occurred by the relevant date(s) as so extended.

Section 2.05. Length of Term. The "Original Term" of this Agreement shall end on November 30 following the end of the twentieth (20th) full Season following the Completion Date. Upon determination of the last day of the Original Term, the parties shall execute a supplement to this Agreement setting forth the Completion Date, the Commencement Date and the last day of the Original Term.

Section 2.06. Extension Options. Team shall have the right to extend the Term of this Agreement for four (4) successive five-year periods ("Extension Terms"), such right to be exercised separately with respect to each such five-year period by notice given on or before July 1 prior to the end of the Original Term or Extension Term in progress, as the case may be, and to be exercisable only so long as Team is not in Default hereunder either at the time of the exercise thereof or at the commencement of such Extension Term. The terms and conditions applicable during each Extension Term shall be as set forth herein, except that in no event shall the operation of this Section result in the Original Term being extended for more than twenty (20) years. Failure by Team to exercise its option with respect to any such five-year period shall automatically terminate its option(s) for any succeeding five-year period(s). The Original Term and any Extension Terms are sometimes herein referred to collectively as the "Term".

Section 2.07. Effect of Force Majeure. In the event that any Force Majeure (as defined in Article XV) prevents or delays the completion of the Stadium or delivery of any component thereof, all provisions of this Article II (including without limitation Authority's obligation to pay Old Comiskey Park Costs)

shall nevertheless apply in accordance with their terms, except that in the case of any delay resulting from a Force Majeure, Authority will be excused from payment of the liquidated damages otherwise payable under Section 2.04, so long as the Completion Date occurs on or before a date following the relevant March 1 date which is not later than a number of days after said March 1 date equal to the period of delay resulting from such Force Majeure. Except as otherwise provided in Subsection 2.04(b), in no event shall the institution of any lawsuit or the effect thereof constitute a Force Majeure.

ARTICLE III

FEES TO AUTHORITY

Section 3.01 Fees. As consideration for the rights granted to Team hereunder, in respect of each Season during the Term (whether or not the Completion Date has occurred) Team shall pay to the Authority the Fees set forth in Section 3.03 hereof. All Fees shall be payable in legal tender of the United States at a place designated from time to time by Authority. The parties recognize that pursuant to Articles I and II hereof, in one or more Seasons during the Term Team may be playing its games at the Existing Stadium and it is the intention of the parties that with respect to such Seasons all references in this Article III to "the Stadium" shall, unless the context clearly otherwise requires, mean the Existing Stadium.

Section 3.02 Definitions. The following terms shall have the following meanings:

- (a) Average Ticket Price -- for each Season, an amount computed at the beginning of such Season, which shall be equal in amount to (x) the gross revenue which would be derived if 100% of all tickets for seats (excluding Suite seats) in the Stadium were to be sold for full face price for a single game, divided by (y) the number of seats (excluding Suite seats) in the Stadium.
- (b) Break Point -- for each Season during the Term, a Paid Attendance level below which no Fees will be payable. For all Seasons prior to the 2001 Season, the Break Point shall be 1,200,000; for any Season thereafter, the Break Point shall be 1,500,000.
- (c) Broadcast Income -- for any calendar year, the revenues of Team from the exploitation of local (but not national) radio and television rights (including flagship station, regional network, local cable and foreign language rights and including transmission by way of any other existing or future transmission techniques) to Team games, net of Expenditures incurred in generating such revenues, determined on an accrual basis in accordance with generally accepted accounting principles, consistently applied ("GAAP"). "Revenues" shall exclude for this purpose the value of any goods and services received in barter transactions in exchange for broadcast rights.
- (d) Expenditures -- with respect to the computation of Broadcast Income and Sign Income, "Expenditures" shall mean any expenses incurred by Team which are directly related to the production of broadcast or sign revenues, including but not limited to salaries and benefits of personnel whose functions are reasonably allocated thereto, production costs, commissions, and other expenditures which, consistent with Team's past accounting practices are allocable to such revenue production. Expenditures shall also include Team's capital

costs of designing and constructing additional revenue-producing signs, amortized over the useful life thereof. It is understood that except for the First Season, Team shall account for Broadcast Income and Sign Income as a single amount, and that Expenditures need not be allocated between the two categories of Income. Expenditures shall not include the value of goods and services exchanged in barter transactions.

- (e) First Season -- the earlier of (i) the 1992 Season (whether or not played in the Stadium) or (ii) the first Season following the Completion Date.
- (f) First Period -- all Seasons during the Term commencing with the First Season and ending with the 2000 Season.
- (g) Second Period -- all Seasons during the Original Term from and after the First Period.
- (h) Third Period -- all Seasons during any Extension Terms.
- (i) Existing Stadium Period -- that portion of the First Period in which Team plays in the Existing Stadium.
- (j) Net Income (Fees) -- for any fiscal year of Team (presently ending October 31), the "net income" of Team (including Subsidies, but computed without regard to any reduction of Subsidies by reason of Net Income (Subsidy) under Subsection 16.02(b)), determined prior to deduction of any Media Fees payable to Authority, and prior to any provision for income taxes, determined in accordance with GAAP by the independent "Big Eight" certified public accountants for Team ("Team's CPA"). The determination of Team's CPA shall be conclusive and binding upon the parties; provided that: net income shall not reflect any item of income and expense from any new business which Team may in the future enter into which is unrelated to its baseball activities; net income shall exclude the excess of interest income over interest expense; and any excessive compensation to partners of Team shall be excluded as an expense.
- (k) Paid Attendance Tickets -- any of the following:
 - (i) each ticket for a Regular Season Game sold by Team for full face price thereof; and
 - (ii) each ticket for Regular Season Game sold by Team for less than face price, expressed as a fraction equal to the actual sale price divided by the face price. For example, if a ticket with a face price of \$10.00 is sold for \$7.00, such ticket would be included as 0.7 tickets.

Paid Attendance Tickets shall include tickets furnished or sold to lessees or users of Suites, but shall exclude any tickets which are not reported as paid attendance to the American League, including complimentary tickets of any kind and barter tickets, and shall also exclude any tickets furnished to Authority pursuant to Section 16.03. The aggregate number of Paid Attendance Tickets for any Season is hereinafter referred to as the "Paid Attendance."

- (l) Regular Season Games -- all home games played as part of the American League regular season, excluding any exhibition games and post-season play.
- (m) Season -- a period of time commencing with the first day of March in any calendar year and ending with the last home game (including post-season play) played by Team during such calendar year in the Existing Stadium or the Stadium, as applicable. Seasons are sometimes herein referred to by the calendar year in which they occur (e.g. "1992 Season").
- (n) Sign Income -- the revenues of Team from the sale or rental of sign advertising in the Existing Stadium or the Stadium (including interior and exterior signs and message boards, television screens and scoreboard signs), net of any Expenditures incurred in generating revenues, such as commissions, costs of graphic panels and utilities, determined on an accrual basis. "Revenues" shall exclude for this purpose the value of any goods and services received in barter transactions in exchange for advertising rights and shall also exclude promotional announcements of every kind which are incidental to other business between the Team and the party named in the promotional announcement and are not separately charged for.
- (o) Suites -- private viewing boxes with adjacent lounge areas to be constructed as part of the Stadium.
- (p) Ticket Fee Rates -- certain amounts per Paid Attendance Ticket in excess of the Break Point for any Season payable as Fees for such Season, computed in accordance with Section 3.03. Ticket Fee Rates consist of the Existing Stadium Ticket Fee Rates, the First Tier Ticket Fee Rate, applicable to the first 800,000 Paid Attendance Tickets in excess of 1,200,000 during the First Period, and on the first 500,000 Paid Attendance Tickets in excess of 1,500,000 in the Second and Third Periods, and the Second Tier Ticket Fee Rate, applicable to any additional Paid Attendance Tickets in excess of the Break Point. The Existing Stadium Ticket Fee Rates shall be \$2.50 per Ticket applicable to the first 800,000 Paid Attendance

Tickets over 1,200,000 and \$1.50 per Ticket applicable to each Paid Attendance Ticket over 2,000,000.

Section 3.03. Ticket Fees to Authority.

- (a) If Team shall play the 1992 Season and any subsequent Season in the Existing Stadium, Team shall pay the Existing Stadium Ticket Fee Rates for each such Season.
- (b) For each Season during the First Period following the Existing Stadium Period in which Paid Attendance exceeds 1,200,000 Team shall pay Ticket Fees equal to the aggregate of:
 - (i) the First Tier Ticket Fee Rate multiplied by the lesser of (A) 800,000 and (B) the Paid Attendance for such Season in excess of 1,200,000; and
 - (ii) the Second Tier Ticket Fee Rate multiplied by Paid Attendance for such Season in excess of 2,000,000.
- (c) For each Season during the Second Period and the Third Period (if any) in which Paid Attendance exceeds 1,500,000, Ticket Fees shall be computed in the same manner as provided in Subsection (b), except that the figure "500,000" shall be substituted for the figure "800,000" in Subsection (b)(i)(A).
- (d) The First Tier Ticket Fee Rate for the first Season following the Existing Stadium Period shall be \$2.50 and the Second Tier Ticket Fee Rate for such Season shall be \$1.50. For each Season thereafter occurring during the First Period, if there is as of the beginning of such Season an increase in the Average Ticket Price over that for the first Season following the Existing Stadium Period, each of the foregoing Rates shall be multiplied by a fraction (the "ATP Fraction"), the numerator of which is the Average Ticket Price for such Season and the denominator of which is the Average Ticket Price for the first Season following the Existing Stadium Period.
- (e) For each Season of the Second Period, the First Tier Ticket Fee Rate shall be \$4.00, and the Second Tier Ticket Fee Rate shall be an amount equal to \$1.50 multiplied by the ATP Fraction.
- (f) For each Season during the Third Period (if any) the First Tier Ticket Fee Rate shall be an amount equal to \$4.00 multiplied by the ATP Fraction, and the Second Tier Ticket Fee Rate shall be an amount equal to \$1.50 multiplied by the ATP Fraction.

Section 3.04. Media Fees. For the First Season, Team shall pay Media Fees equal to Thirty-Five Percent (35%) of Sign Income for the fiscal year in which such Season occurs in excess

of \$2,000,000. For each Season after the First Season, Team shall pay Media Fees equal to the lesser of (a) Net Income (Fees) for the fiscal year in which such Season occurs and (b) Thirty-Five Percent (35%) of the aggregate of Broadcast Income and Sign Income in excess of \$10,000,000 for the fiscal year in which the Season occurs.

Section 3.05. Payments. Fees shall be paid as follows:

- (a) Ticket Fees, to the extent payable, shall be payable on or before sixty (60) days after the end of each Season for which such Fees are due.
- (b) Media Fees shall be payable within 120 days following the end of each Season for which such fees are due.
- (c) Payments of Fees shall be accompanied by a statement, certified as correct by Team's Chief Financial Officer, as to all computations relating thereto.
- (d) Whether or not any Fees are due, Team will, within 120 days after the end of each fiscal year, commencing with the fiscal year ending in 1991, provide Authority with a copy of the Team's annual audit report prepared by the Team's CPA.

Section 3.06. Audit. The Authority and its agents shall have the right to review at the Authority's expense all records of Team which relate to computations of Fees and Subsidies for a period of 90 days after furnishing by Team of the certificate on which such computation is based. In the event such review results in a determination that the payment of Fees or Subsidies was erroneous, the error shall be promptly corrected by the parties, and if such error results in a five (5%) percent or more discrepancy in favor of Authority in the Fees and/or Subsidies received or paid, the expense of such review shall be reimbursed to Authority by Team.

Section 3.07. Fee Credits. Pursuant to the following provisions of this Agreement, Team may be entitled to a fee credit ("Fee Credit") arising out of "Other Taxes" pursuant to Article IX hereof or by reason of Team Advances under Article XXII hereof. Team shall be entitled to a forgiveness of all Fees which would otherwise be payable hereunder to the extent and only to the extent that at the time such payment is due, there is any amount in the Fee Credit Account (as hereinafter defined). The parties shall maintain an account ("Fee Credit Account") which shall be increased by the amount of any Fee Credits as determined from time to time, and shall be reduced by any amounts paid by Authority in payment of Other Taxes and repayment to Team of Advances and repayment to Team of interest on Advances, and by any Fees which are forgiven by reason of the provisions of this Section. All amounts in reduction of the Fee Credit Account by reason of Fees which are forgiven shall be applied pro rata in reduction of amounts credited thereto by reason of Other Taxes, and amounts credited thereto by reason of Advances and interest thereon.

ARTICLE IV

CONSTRUCTION OF STADIUM

Section 4.01. Design; Budget. It is the intention of the parties that Authority shall cause the Stadium to be constructed on the Premises in accordance with final plans and specifications ("Final Plans") to be produced in accordance with the provisions of this Article IV. The parties acknowledge that the hard cost (i.e. the total price bid for the Authority's Work by the contractors hereinafter referred to) of construction of the Stadium (including general conditions, contingencies, the Allowance Items and such other matters as are referred to in the Preliminary Plans) is not to exceed Ninety-five Million Dollars (\$95,000,000.00) (such amount, as the same may be increased in the manner hereinafter set forth, is hereinafter referred to as the "Maximum Cost"), and that it is the purpose of these provisions to cause the Final Plans to reflect improvements which can be constructed for an amount not to exceed the Maximum Cost. It is understood that the Authority will be responsible for all "soft costs" relating to the Stadium project, none of which are included in the Maximum Cost, including but not limited to architects', engineers' and other professional fees (including the fees of any construction consultants hired by Authority), financing fees and costs, and costs of insurance, and in addition shall bear all costs of acquiring the Premises, and demolition of structures thereon.

Section 4.02. Project Architect. The Project Architect is Hellmuth, Obata and Kassabaum, or such other firm as has been approved by Authority and Team.

Section 4.03. Preliminary Plans. The Project Architect has prepared preliminary plans, outline specifications, finish schedules, and program (collectively "Preliminary Plans") for the Stadium, which Preliminary Plans are identified in Exhibit D hereto. The parties hereby approve the Preliminary Plans.

Section 4.04. Preparation of Plans. (a) Authority shall cause the Project Architect to commence forthwith to prepare or cause to be prepared all architectural, mechanical, electrical, site plans, landscaping, and other drawings, together with all specifications (collectively "Detail Plans") necessary for the construction of the Stadium, which Detail Plans shall in all material respects be consistent with the Preliminary Plans unless Authority and Team otherwise agree. Initially the Detail Plans will identify but will not fully depict or describe certain items ("Allowance Items") generally reflected in the Preliminary Plans. Detail Plans with respect to such Allowance Items, shall be developed in the manner hereinafter described. Also set forth in Exhibit "D" is the maximum amount ("Allowance") which may be spent by Authority for each such Allowance Item. The aggregate of all Allowances, being the sum of \$20,295,000, is hereinafter referred to as "the Allowance Amount." Included within the Allowance Items is the construction of the scoreboard (which includes an advertising sign system), hereinafter referred to as "the Scoreboard System," which has been assigned an Allowance ("Scoreboard Allowance") of \$8,000,000. Team shall cause the Project Architect (at Authority's expense) to prepare the Detail

Plans relating to the Allowance Items (the "Allowance Plans") and to submit same for Authority's and Team's Approval, in the same manner as provided herein, by July 1, 1989.

(b) The Project Architect shall be instructed that in the preparation of all Detail Plans, the Project Architect is to consult with Team and its representatives in order to ascertain Team's needs and desires in connection with the Stadium, and that all Team's reasonable requirements shall, to the extent not inconsistent with the Preliminary Plans, be incorporated in the Detail Plans. The Project Architect shall be requested to produce the Detail Plans (excluding Allowance Items, except as provided in Section 4.13) on or before December 1, 1988, and to submit six (6) copies thereof to each of Authority and Team for review. Within 30 days after receipt of such Detail Plans, Authority and Team may notify the Project Architect and the other party of any objections to the Detail Plans, which objections shall be limited to objections that:

- (i) The Detail Plans are inconsistent in any material respect with the Preliminary Plans; or
- (ii) In either party's reasonable judgment, the Detail Plans do not provide for an aesthetically acceptable, structurally sound building, or that the design of the Stadium reflected therein will result in materially more costly obligations for Capital Repairs to the Authority or Routine Maintenance to Team (under Article VII) than under the Preliminary Plans.

If either party has served a notice of any objections to the Detail Plans, the parties and the Project Architect shall attempt, during the 20 days thereafter, to resolve their respective objections and to cause the Project Architect to revise the Detail Plans so as to accommodate all such objections. In the event that within such 20-day period such objections cannot be resolved, the remaining disputes shall be submitted to arbitration under Article XVIII hereof. Upon resolution of all objections to, and approval of revisions of, the Detail Plans by Authority and Team, the approved, revised Detail Plans shall be initialed by the parties ("Bid Plans") and shall be submitted by Authority for bids.

Section 4.05. Bidding; Revisions.

- (a) Authority will submit the Bid Plans to general contractors which have been pre-qualified by Authority and which will be on a bidding list prepared by Authority. All bidders will be required to include within their bids an allowance in the amount of \$12,295,000 (being the Allowance Amount less the Scoreboard Allowance) for all Allowance Items other than the Scoreboard System. Such bids shall include all fees and overhead charges for work related to the Allowance Items other than the Scoreboard System. Upon completion of bidding, if the lowest bid is less than the Maximum Cost less the Scoreboard Allowance (such amount hereinafter referred to as "the Bid Target"), the Bid Plans shall be deemed the Final Plans. In the event that the lowest bid exceeds the Bid Target, the parties, in good faith, jointly

shall, during the next 30 days, take any or all of the following actions in an attempt to reduce the cost of such work:

- (i) Negotiate with bidders in an attempt to reduce the bids;
- (ii) Revise the Bid Plans to reduce the scope of the work or substitute materials or work and solicitation of revised bids; or
- (iii) Expand the bid list to include other contractors acceptable to Authority.

The Bid Plans, as the same may have been revised pursuant to the provisions of this Subsection (a), shall, if the new bids do not exceed the Bid Target, be deemed the Final Plans (subject to supplementation thereof to reflect Allowance Items).

- (b) In the event that after the expiration of such 30-day period, the cost of the work continues to exceed the Bid Target, then Authority may within 30 days after the expiration of the aforesaid period:
 - (i) increase the Maximum Cost, or (ii) submit revised Bid Plans (which may reduce the scope of the work and/or substitute materials or work) to Team. If Authority makes no election it will be deemed to have elected to increase the Maximum Cost to an amount equal to the lowest bid. If Authority elects to submit such revised Bid Plans, Team, by written notice to Authority, within 15 days after receipt of such revised Bid Plans, may either (i) accept such revised Bid Plans (in which case Authority will be obligated to build the Stadium in accordance with such revised Bid Plans regardless of cost), or (ii) reject such revised Bid Plans, in which case the rights of the parties shall continue to be governed by Section 1.03. If Team makes no election it will be deemed to have rejected the revised Bid Plans. Until this Agreement is terminated by either party pursuant to Section 1.03, Authority may continue to propose revisions to the Bid Plans in the manner hereinabove provided, and the procedures set forth herein shall be applicable to such revisions.
- (c) Upon completion of the Allowance Plans, such Allowance Plans shall be bid out by the general contractor (or by such other contractor as Authority may designate as the general contractor for the Allowance Items) on a competitive basis to subcontractors on a pre-qualified bidding list which has been approved by Team. In the event that Team does not approve any bid (by reason of the price, but only if such price exceeds the Allowance related thereto), Team may attempt to negotiate with said contractor and any bidders in an attempt to lower the applicable bid, or revise the Allowance Plans, but in no event may such negotiation or revisions result in letting of all

contracts relating to Allowance Items later than April 1, 1990. The contract for the Scoreboard System shall be a separate contract, and the cost thereof, including overhead and profit of the contractor performing such work, shall be included in the cost of the Allowance Items.

Section 4.06. Authority's Work; Completion. All work reflected in the Final Plans (including Allowance Items and all work relating thereto) as the same shall be amended from time to time is hereinafter referred to as the "Authority's Work." Authority hereby agrees that it will use its best efforts to cause "Substantial Completion" (as hereinafter defined) of the Stadium, in accordance with the requirements of the Final Plans to occur on or before March 1, 1991 (the "Completion Target"), and in addition agrees to use its best efforts to cause certain components of the Stadium ("Early Delivery Components") to be completed on the following Early Delivery Dates:

<u>Component</u>	<u>Early Delivery Dates</u>
Stadium Club	January 15, 1991
Concession Areas	January 15, 1991

Failure to meet the Completion Target or any Early Delivery Date shall not be deemed an Other Default hereunder, but Team shall be entitled to exercise any and all remedies for late completion set forth in Article II hereof.

Section 4.07. Completion. Each of the Early Delivery Components shall be deemed completed when the Project Architect delivers its certificate to Authority and Team stating that each such Component has been substantially completed in accordance with the Final Plans and that such Component may be utilized by Team to perform its Team's Work (as hereinafter defined) free of material interference from Authority's contractors performing work in the remainder of the Stadium. Substantial Completion of the Stadium shall be deemed to have occurred when (a) Team shall be legally entitled to occupy the Stadium in accordance herewith; and (b) when the Project Architect delivers its certificate to the Authority and Team, stating that all Authority's Work has been substantially completed (subject only to "punch list" type items which (i) do not materially interfere with the use and occupancy of the Stadium by Team, and (ii) may be completed in thirty (30) calendar days), except for the demolition of the Existing Stadium, completion of the Stadium north ramp and north vertical access and completion of parking areas presently planned for the Existing Stadium footprint; provided that such non-completion does not affect Team's right to occupy the Stadium (as determined by the appropriate governing administrative or regulatory agencies). Such items may be completed within such time period as shall be permitted by applicable law or regulatory authorities so as to preserve Team's right to occupy, but in any event by the beginning of the Season following the Completion Date. The date of Substantial Completion of the Stadium, as so determined, is hereinafter referred to as the "Completion Date."

Section 4.08. Changes. Team shall have the right to cause the Project Architect to make changes ("Changes") in the Final Plans, in which event such Changes shall be reflected in

amendments to and shall be for all purposes incorporated in the Final Plans, provided that all of the following conditions are satisfied:

- (a) The Project Architect and Authority's contractor confirm that each such Change shall not result in a material delay in completion of Authority's Work such that, unless the parties agree otherwise, Authority would be unable to complete Authority's Work by the Completion Target or to complete any Early Delivery Component by the applicable Early Delivery Date;
- (b) Authority, in its reasonable judgment, has not determined that such Changes will materially and adversely affect the aesthetics or structural integrity of the Stadium or increase the cost of performing Capital Repairs; and
- (c) The aggregate increased cost of such Changes (including for such purpose the design fees of the Project Architect for making the Changes) shall not exceed the aggregate of any reductions in costs effectuated by such Changes or any other cost reductions experienced as a result of any other changes in the Final Plans; provided, however, if the aggregate bid price of the Allowance Items is determined to be less than the Allowance Amount, or Team demonstrates to the reasonable satisfaction of Authority that there will be a savings in the cost of the Allowance Items which have not yet been bid upon equal to the increased cost of the requested change, Authority will pay the cost of such Changes out of the excess; and provided further, that if the Authority is not obligated to pay for such Change, Team may elect to pay for the increased cost thereof (and make a deposit in accordance with Section 4.14), in which event upon the making of such deposit the condition contained in this Subsection (c) shall be deemed satisfied with respect to such Change.

Section 4.09. Team's Work. As set forth in the Preliminary Plans, the following work ("Team's Work") is excluded from the scope of the Authority's Work:

- (a) Furnishing and installation of food service equipment in the Stadium Club, catering equipment for Suites and clubhouse weight-training, and other moveable equipment and furniture;
- (b) Furnishing and installation of "Trade Fixtures" for concession areas. For purposes hereof, Trade Fixtures shall mean such items as stainless steel and other counter tops, sinks, cookers, warmers, refrigerators, freezers, grills, vending signs and displays, but shall not include incidental millwork-type counters, HVAC, exhaust systems or rough-in plumbing, all of which shall be within the scope of Authority's Work;

- (c) Provision of furnishings and food service equipment for the White Sox dining facility; and
- (d) Office equipment and furnishing of Team's offices.
- (e) Hook-up of vending and other equipment to utilities and services provided as part of Authorities Work.

Team and/or Team's concessionaires and their respective contractors, shall be entitled and obligated, from and after completion of each Early Delivery Component, to perform Team's Work relating thereto, and their contractors shall be entitled and obligated to work in harmony with Authority's contractors in completing such Team's Work. Authority hereby acknowledges that completion of all Team's Work is an integral aspect of the use of the Stadium by Team and that late delivery of any Early Delivery Component could cause the Stadium to be unusable by Team notwithstanding completion of Authority's Work. Team hereby agrees to perform or cause to be performed all Team's Work in a good and workmanlike manner, utilizing only personnel with proper building trade union credentials, and to promptly pay for the same, or, in the event of a bona fide dispute Team agrees to indemnify and defend Authority from and against any mechanics' liens any other costs and attorneys fees incurred by Authority and related thereto, or other cost and expense arising out of performance of Team's Work.

Section 4.10. Demolition; Temporary Parking and Access. Authority's Work shall include the demolition and clearing of all existing structures on the Premises, other than the Existing Stadium, and the furnishing of certain portions of the parking areas and pedestrian and vehicular access to and from such parking areas and the Existing Stadium. Authority agrees that all such demolition and clearing work shall be completed in a manner so as to afford uninterrupted use by Team and its employees, guests, and invitees of the Existing Stadium during construction of the Stadium, and such temporary parking and access areas. Following the Completion Date, the Existing Stadium shall be demolished by Authority and the north ramp and vertical access built pursuant to the Final Plans and in accordance with Section 4.07, all as part of Authority's Work.

Section 4.11. Alterations and Additions by Team. Following the Completion Date, Team, at its sole cost and expense, may make any alterations or additions to the Stadium which do not (a) affect the Stadium aesthetics, structure or its systems; (b) materially increase the cost of Capital Repairs to the Stadium or any of its Components; or (c) violate any laws, ordinances, or regulations. Team hereby agrees to perform or cause to be performed all such alterations and/or additions in a good and workmanlike manner, utilizing only personnel with proper building trade union credentials, and to pay for same, or, in the event of a bona fide dispute, Team agrees to indemnify and defend Authority from and against mechanics' liens and any other costs and attorneys fees incurred by Authority and related thereto, or other cost and expense arising out of such performance.

Section 4.12. Payment for Allowance Items. Team hereby agrees to pay for the cost of the Allowance Items (excluding any and all "soft costs" referred to in Section 4.01 and any overhead and profit of the general contractor relating thereto except as specifically included therein pursuant to Subsection 4.05(c)),

including for such purpose the cost of any Changes paid for by Authority pursuant to Section 4.08(c), to the extent that such cost exceeds the Allowance Amount. Such excess shall be deposited with Authority pursuant to Section 4.14.

Section 4.13. Deletion of Allowance Items. Notwithstanding anything herein related to the Allowance Items, Authority and Team agree that the following four (4) Allowance Items:

- (a) Landscaping;
- (b) White Sox Dining Room;
- (c) Stadium Club; and
- (d) Stadium and Party Suites;

will not initially be treated as Allowance Items; i.e., the Detail Plans will initially incorporate the design thereof and they will be bid out by Authority as part of the initial Bid Plans, provided that Team and Authority have agreed on the Detail Plans relating thereto (and the Allowance Amount will be appropriately reduced by the Allowance assigned thereto). In the event that the Detail Plans for any of the foregoing items (including any proposed revision thereof in the event that the Detail Plans are revised pursuant to Section 4.05(a) (ii)) cannot be agreed upon, then such items shall become Allowance Items (in which event the Allowance Amount will be increased by the Allowance relating thereto), in which event they shall thereafter be treated as Allowance Items for all purposes hereunder.

Section 4.14. Deposit for Team Obligations. If (a) pursuant to Section 4.08, Team is required to pay for the increased cost of a Change, or (b) pursuant to Section 4.12, the accepted bid price for an Allowance Item is more than the Allowance relating thereto and at the time such bid is received Team does not demonstrate to Authority's reasonable satisfaction that there will be savings in the cost of other Allowance Items which will result in Team having no obligations under Section 4.12, then in either event Team shall make a deposit with Authority in the amount of Team's obligation for the increased cost of the Change, or the excess bid price over the Allowance, as the case may be, which deposit shall be held in an interest-bearing account mutually acceptable to Team and Authority. Authority shall disburse from said account the cost of each such Change or Allowance Item in satisfaction of Team's obligations for the cost thereof, and upon payment in full therefor, any amounts remaining on deposit (including interest thereon) shall be returned to Team. Authority may disburse Team's funds for each such Change or Allowance Item prior to disbursing Authority's funds therefor. If after having made a deposit pursuant to this Section 4.14, it is determined that the amount or amounts so deposited exceeds the amount which Team is responsible to pay by reason of increased costs attributable to Changes or the cost of Allowance Items in excess of the Allowance Amount, Authority shall refund the excess deposit promptly upon such determination.

ARTICLE V

USE OF STADIUM; SPECIAL EVENTS

Section 5.01. Definitions. As used herein, the following terms shall have the following meanings:

- (a) Home Date -- each scheduled or rescheduled home playing date during the Regular Season; each date on which an American League Championship Series, World Series game or other post-season game could potentially be played at the Stadium (except that at such time as it is finally determined whether or not such a game will be played in the Stadium by Team, only such games actually determined to be played in the Stadium shall be deemed Home Dates); the date of any All-Star Game scheduled in the Stadium; the Friday, Saturday and Sunday immediately preceding the opening of each Season and, from and after notice of each such date from Team to Authority, each Extra Home Date.
- (b) Extra Home Date -- each date as to which Team notifies Authority that any of the following have been scheduled at the Stadium:
 - (i) an exhibition game involving Team; or
 - (ii) any civic, charitable or other event or activity which will result in no additional direct revenue to Team beyond reimbursement of its costs.
- (c) Exclusive Use Period -- Each Home Date and the seventy-two (72) hours (or such greater period of time as may be necessary for preparation of the Stadium for baseball play as dictated by the nature of a specific Special Event, as reasonably determined by Team) prior to such Home Date and the forty-eight (48) hours after such Home Date.
- (d) Special Event Areas -- the playing field, concourses (excluding Suite concourses), seating areas, auxiliary locker room, security and first aid rooms, day of game employee lockers, two general stadium elevators, trash compactors, loading docks, service tunnels, freight elevator, parking lots, security observation booth and outside ticket booths (exclusive of automatic ticket dispensing machinery).
- (e) Authority Offices -- the suite of offices, to be set forth as such in the Final Plans, designated for the exclusive use of the Authority as its executive offices.
- (f) Special Event -- any event which requires the use of the Special Event Areas or any part thereof which is scheduled by Authority in accordance with Section 5.04. Special Events may include concerts, shows, trade shows, sporting events or other public exhibitions designated by Authority.

Section 5.02. Team's Use. Commencing with the initial Season in which the Team plays its games in the Stadium, and continuing for the balance of the Term, Team and its guests, invitees, concessionaires and subtenants, if any, shall be entitled to the exclusive possession and use of the Stadium for the following purposes:

- (a) playing of Major League baseball games and activities related to the playing of Major League baseball games and the maintenance of a Major League baseball team, including, but not limited to, training, practices, maintenance and preparation of the Stadium to suit such purposes, advertising and marketing of games and ticket sales;
- (b) the operation of club/restaurant facilities to be known as the "Stadium Club" and the White Sox dining facility or other designation deemed appropriate by Team;
- (c) Team's general offices;
- (d) the sale of food and alcoholic and non-alcoholic beverages, souvenirs and other items normally considered "concessions" from time to time by Major League baseball organizations;
- (e) the sale of space on or for advertising signs and billboards of all kinds;
- (f) any activities described in Subsections (i) and (ii) of Section 5.01(b); and
- (g) any and all other activities which, from time to time during the Term, are associated with, or are conducted in connection with, or are related to, the conduct of the business of a Major League baseball team.

Team's exclusive possession and use shall be subject to the following limitations:

- (a') Authority shall be entitled to the exclusive use of the Authority Offices, and shall be entitled to unrestricted access thereto at all times through designated access areas to be set forth in the Final Plans. Access from Authority Offices to other areas of the Stadium may be restricted by Team in its reasonable discretion.
- (b') Authority shall be entitled, without payment of rent therefor, to the use of one (1) Suite, at a location between home plate and first or third base to be designated by Team, and to all normal privileges which lessees of Suites receive upon payment of rent, including free tickets and passes, if any. In no event shall Authority be relieved of any obligation to pay for special services or food service to the same extent that lessees of Suites would have to pay for the same over and above annual rent.

- (c') Authority shall be entitled to ten (10) complimentary Stadium Club memberships, upon the same terms and conditions applicable to members of the general public, other than payment of membership fees.
- (d') Authority or its designees shall be entitled to use the Stadium for Special Events upon compliance with the requirements of Section 5.04.
- (e') Team shall not occupy or use the Stadium (or permit the use or occupancy of the Stadium) for any purpose or in any manner which is unlawful.

Except for the foregoing limitations, Team or its designees shall have the exclusive right during the Term to determine how the Stadium shall be used and who may be present therein, and to select and employ concessionaires, licensees, or subtenants with respect to any parking lots, concession areas, Stadium Club, Suite catering or advertising space in the Stadium. In addition, Team or its designees shall have the exclusive right, subject to any obligations to pay Fees on account of the receipt of certain revenues as provided in Article III, to any and all proceeds from the conduct of any of the activities permitted to be conducted by Team, including but not limited to all radio and television fees and revenues, ticket sales, signage and advertising sales, concession and vending machine rents or payments, sales of souvenirs, sales of food and beverage (including alcoholic beverages), club membership fees, parking revenues and Suite rents. Team shall have the unrestricted right to enter into lawful contracts related to any or all of the foregoing upon terms and conditions deemed acceptable by Team in its unfettered discretion, provided that no such contract shall impair any right of Authority hereunder or impose any contractual liability on Authority. Notwithstanding the foregoing, Team shall not use the Stadium or any part thereof, nor shall Team enter into contracts authorizing the use of the Stadium or any part thereof by others, as a health club facility, a gambling facility, or a store the principal business of which is the sale of alcoholic beverages for consumption off the premises. In addition, Team shall not use nor authorize the use of the Stadium or any part thereof as a sky box or other private luxury box, except for:

- (i) the Suites; and
- (ii) such other part or parts of the Stadium, if any, as shall have been financed by Authority from such sources or in such manner that, in the opinion of Chapman and Cutler, bond counsel, the prohibition set forth in Section 147(e) of the Internal Revenue Code of 1986, as amended, shall not apply.

Section 5.03. Management. Commencing with the first Season in which Team plays its games in the Stadium and during the balance of the Term, Team shall be exclusively responsible for the management and operation of the Stadium (in addition to its operation of Team's business), including, but not limited to, the following rights, responsibilities and obligations:

- (a) The hiring of all security, crowd control, maintenance, cleaning, landscaping and other personnel or independent contractors required for the operation of the Stadium;
- (b) The obtaining of all insurance required to be carried by Team pursuant to Article VI hereof;
- (c) The effectuation of cleaning, Routine Maintenance and Capital Repairs as hereinafter provided in Article VII; and
- (d) the arrangement of and the paying for all gas, electricity and other utilities necessary for the operation of the Stadium.

Section 5.04. Special Events. During the Term, Authority and its designees shall have the right to conduct Special Events in the Special Events Areas by complying with the following requirements:

- (a) Authority may notify Team at any time not less than forty-five (45) days prior to the date of a Special Event that it desires to schedule a Special Event on a particular date or dates and concurrently therewith shall notify Team as to the name of the sponsoring organization, if any ("Promoter"), the nature of the Special Event, the facilities required for such Special Event and the time before and after such dates which will be required for setting up and removal of all facilities required for such Special Event (the entire period so required is hereinafter referred to as the "Special Event Period"). In no event may all or any part of a Special Event Period coincide with all or any part of an Exclusive Use Period; Team shall notify Authority within ten (10) days after any request for a Special Event by Authority if the Special Event Period would violate the foregoing provision, and unless Authority has previously been notified that the requested Special Event Period coincides with all or any part of an Exclusive Use Period failure by Team to give such notice may be relied on by Authority as confirming that no such violation would occur.
- (b) Upon receipt of the foregoing notice, Authority, Team and Promoter shall enter into a rider to its agreement with the Promoter incorporating the provisions of the following sections of Team's standard "Stadium Rental Agreement," a copy of which is annexed hereto as Exhibit E, to the extent such provisions are not already incorporated in said agreement: 1.3, 1.4, 2.1, 2.3, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.15, 3.18, 6.1, 7.1 (including public liability and fire and legal liability in reasonable amounts as mutually determined from time to time by Team and Authority), 9.1, 9.2, 14.1 and 14.2; or, if there is no Promoter, Authority agrees that it will be responsible for such obligations of Promoter. In the event of any inconsistency between the provisions of any arrangement with a

Promoter (or Authority if there is no Promoter) and this Agreement, the provisions of this Agreement shall control. In addition the following arrangements shall be required in connection with any Special Event, unless the parties hereto agree otherwise:

- (i) Authority and/or the Promoter shall be required to hire Team's personnel or independent contractors normally servicing the Stadium for Stadium operations, including but not limited to security and crowd control supervision as set forth in Article XII, cleaning, and, to the extent applicable, Suite and scoreboard operations. Authority's or Promoter's personnel or designees, as applicable, may be employed to perform set-up and removal of Special Event facilities. All personnel costs of Team for employees who are paid on an hourly basis or on a per-event basis are to be reimbursed by Authority or the Promoter. All other personnel of Team who perform such services are to be paid a reasonable rate of compensation directly by Authority or the Promoter based on their then-current rates of compensation from Team;
 - (ii) All exclusive concession, parking and advertising arrangements relating to the Stadium and all rights of lessees of Suites or holders of premium seat privileges (who shall be entitled to the use of their Suites or their premium seats provided that all persons entering the Stadium shall purchase an admission ticket at a price not to exceed the highest price ticket being sold to the public other than seats located on the playing field of the Stadium) shall be honored during the Special Event. Team shall arrange for its concessionaires to provide concessions and parking for Special Events, consistent with the anticipated attendance at the Special Events; and
 - (iii) A protective covering of Trivera Spunbond (or other material approved by Team), which shall be paid for by Authority, shall be maintained over the playing field.
- (c) Authority and/or Promoter (as they may agree) shall be entitled to any share of gate receipts and net concession and parking revenues attributable to a Special Event to which Team would be otherwise entitled; provided, however, that all revenues if any from Suite catering and the Stadium Club shall be retained by Team and/or its concessionaires relating thereto
 - (d) In no event may a Special Event utilize the infield surface in any way except for:

- (i) up to seven (7) professional baseball games in any year; and
 - (ii) up to five (5) "civic" baseball games each year (such as the Chicago Public League and Park District championship games).
- (e) No Stadium signs may be covered or obstructed in any way during the Special Event.
 - (f) During the period March 1 through April 30 of any year, no Special Event may utilize the playing field or any part thereof in order to protect Spring turf growth.
 - (g) Team shall not be obligated to furnish the use of the Stadium Club, the Suites (except for the Authority's Suite), the White Sox dining facility or any other area of the Stadium not constituting a Special Event Area for any Special Event.
 - (h) Authority and/or the Promoter shall reimburse Team for the reasonable cost of utilities consumed during any Special Event, and in addition shall bear any and all other costs and expenses associated with or resulting from any Special Event which are not specifically the responsibility of Team hereunder.
 - (i) Without limiting any of Team's other rights hereunder, Team shall have the right to prohibit any Special Event(s) at the Stadium if in Team's reasonable judgment the nature of such Special Event(s) would render the playing field unsuitable for playing Team's games thereon.

ARTICLE VI

INSURANCE AND SUBROGATION

Section 6.01. Authority Insurance. Authority shall , commencing as of the dates set forth in the relevant provisions below and continuing through the end of the Term, maintain at its expense in force the following insurance:

(a) Insurance against damage or destruction to the Stadium and all of its components (excepting items owned by Team), providing so-called "all risk" peril coverage, including coverage against flood, sewer backup and earthquake coverage, as follows:

(i) Prior to the Completion Date, such insurance shall be in the form of builder's risk coverage having the following features:

- (A) deletion of freezing exclusion;
- (B) the limits of liability will be 100% of estimated completed value, with a replacement cost endorsement; completed value and replacement cost shall be updated based on change orders and changes in estimates;
- (C) co-insurance shall be deleted by a provisional amount provision;
- (D) permission to occupy endorsement to be included;
- (E) coverage for faulty workmanship and design shall be included;
- (F) \$500,000 of coverage for off-site and in-transit property shall be included; and
- (G) coverage shall include losses of soft-costs, in reasonable amounts.

(ii) Following the Completion Date, all property coverage shall be in the amount of 100% of full replacement cost, with deductible limits of not more than \$25,000. Authority shall furnish an "agreed amount" endorsement and full replacement cost endorsement; and in addition shall provide a replacement cost appraisal not less frequently than once every seven (7) years, and in the interim between appraisals the amount of coverage shall be adjusted annually based on a mutually agreeable index of construction costs in the Metropolitan Chicago area;

- (b) From and after the Completion Date, insurance against loss of Fees, in an amount equal to the estimated Fees for such Season;
- (c) From and after the Completion Date, boiler and machinery insurance, on a repair and replacement cost basis, in limits of not less than \$10,000,000 per occurrence;
- (d) From and after the date on which Authority acquires title to all or part of the Premises:
 - (i) statutory worker's compensation coverage, and employer's liability coverage in the amount of \$1,000,000 per occurrence, or such lesser amount as may satisfy carriers of Authority's umbrella liability coverage;
 - (ii) automobile liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000;
 - (iii) employee dishonesty coverage in such reasonable amounts as Authority may determine;
 - (iv) "occurrence type" general liability insurance against bodily injury and property damage arising from occurrences in and about the Stadium and covering Authority's contractual liability for indemnification under this Agreement. Such insurance shall include product liability and completed operations coverage and a broad form general liability endorsement (ISO Form GL-0404 or its equivalent). Such coverage shall be in the amount of \$1,000,000 per occurrence combined single limit for bodily injury and property damage; and
 - (v) umbrella liability coverage (in form no less broad than underlying coverage) to apply excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to \$50,000,000 per occurrence; provided however, that prior to the Completion Date, such policy limit may be only \$15,000,000 so long as Authority's general contractor carries at least \$25,000,000 of such coverage and names Team as an additional insured.

All policies referred to in Subsections (d)(ii), (d)(iv) and (d)(v) shall name as additional insureds Team and its general partner; CWS Maintenance Company; Jerry M. Reinsdorf; Edward Einhorn; and such other affiliated persons or entities as shall be requested by Team.

Section 6.02. Team Insurance. Team shall, from and after the date on which Authority acquires title to the Existing Stadium or any portion thereof, maintain at its expense (or cause to be maintained in force by its concessionaires) in force the following insurance:

- (a) Insurance against damage or destruction to Team's equipment and other personal property as well as improvements and betterments to the Stadium (and the Existing Stadium so long as Team plays its games there) owned by Team, providing "all risk" peril coverage, including coverage against flood, sewer backup and earthquake coverage, in the amount of 100% of replacement cost, subject to deductible limits not to exceed \$25,000. Such insurance shall have an agreed amount endorsement if available;
- (b) General liability, worker's compensation and employer liability, automobile liability and umbrella liability to the same extent as Authority must provide same as set forth in Subsections 6.01(d)(i), (d)(ii), (d)(iv) and (d)(v);
- (c) Liquor liability insurance in the amount of \$5,000,000;
- (d) Garagekeepers legal liability insurance in the amount of \$1,000,000;
- (e) If available, business interruption and additional expense insurance, in such reasonable amounts as Team may determine;
- (f) Contingent liquor liability insurance in the amount of \$1,000,000;
- (g) Employee dishonesty insurance in such reasonable amounts as Team may determine; and
- (h) If and to the extent deemed reasonably necessary at any time by Team, foreign liability insurance in such reasonable amounts as Team may determine.

All of the foregoing insurance referred to in Subsections (b), (c), (d), (f) and (h) shall name as additional insureds Authority, its members, its Executive Director and such other affiliated parties as Authority shall request.

Team shall maintain casualty insurance in amounts and coverage consistent with past practices for the Existing Stadium so long as Team is playing its games there and such insurance is available at commercially reasonable rates.

Section 6.03. Insurance Requirements. (a) All policies of insurance required hereunder shall be written by carriers which possess a B+ policyholders rating or better and a minimum Class VIII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

(b) All policies shall provide that they may not be cancelled, renewed or reduced unless at least 30 days' notice thereof has been provided to the additional insureds. In no event shall any party be required to insure for liability limits in excess of coverage which is available at commercially reasonable rates. In the event that tort liability reform is adopted which makes the limits of liability hereinabove provided in excess of commercially reasonable and prudent limits of liability, such limits will be equitably reduced.

Section 6.04. Certificates. Not later than the date on which coverage is to be provided hereunder, the party required to provide same shall furnish to the other party a certificate evidencing the required coverage.

Section 6.05. Waiver of Subrogation. Team and Authority agree that all insurance against loss or damage to property and business interruption or rent loss shall be endorsed to provide that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery contained in any other section of this lease, but rather in confirmation and furtherance thereof, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property or damages as a result of business interruption or rent loss insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies.

ARTICLE VII

MAINTENANCE AND REPAIR

Section 7.01. Allocation of Responsibilities:
Definitions.

- (a) It is the purpose of this Article to allocate the responsibilities between Team and Authority for the cost of making repairs, restorations, and replacements of and to the Stadium which are necessary during the Term. The general overriding principle of such allocation is (but subject in all events to specific provisions hereof) that Team is to be responsible for the financial burdens of performing "Routine Maintenance," and the Authority is to be responsible for the financial burdens of all "Capital Repairs."
- (b) As used herein, the term "Routine Maintenance" shall mean the provision of all labor and materials which are required to (a) keep the Stadium and its components in good order and repair which is of a routine, regular and predictable nature, (b) keep the Stadium clean and free of debris, and (c) to repair, maintain or replace components of the Stadium which are not within the scope of Authority's Work (as defined in Section 4.06) and which are installed in the Stadium by Team. For purposes of this Article, the term "component" means any item which is incorporated into the Stadium, including but not limited to all structural members, seats, fasteners (such as nails, nuts, bolts and screws), parts, pieces, concrete, electronic parts, shrubs, trees, steel bars and any other item, no matter how small or inconsequential, which is incorporated therein. Routine Maintenance does not include repair or replacement required as a result of ordinary wear and tear. Examples of Routine Maintenance include the following:
- (i) Performing all preventive or routine maintenance which is stipulated in operating manuals for Stadium components as regular, periodic maintenance procedures.
 - (ii) Regular maintenance procedures for the HVAC system, include periodic cleaning, lubricating and changing of air filters.
 - (iii) Groundskeeping, including mowing, seeding, fertilizing and resodding;
 - (iv) Changing of isolated light bulbs, fuses and circuitbreakers as they burn out;
 - (v) Touch-up painting; and
 - (vi) Readying the playing field each year for the upcoming Season.

The following are examples of items which are not Routine Maintenance but rather are Capital Repairs:

- (i') The replacement of all or significant portions of scoreboard bulbs necessitated by wear and tear, damage from the elements or other cause;
- (ii') Repair or replacement of an HVAC compressor;
- (iii') Replacement of carpeting with carpeting of similar quality which wears out as a result of ordinary wear and tear;
- (iv') Repair or replacement of cracked or disintegrated concrete, broken pipes or leaking roof or sections thereof;
- (v') Replacement of a seat which wears out or replacement of a seat standard or the concrete into which the seat is affixed (as opposed to replacements necessitated by Team Misuse); and
- (vi') Re-application of protective materials, such as paint or weather-proofing, after original application wears out.

As used herein, the term "Capital Repairs" shall mean any work which is reasonably required to be performed in and about the Stadium to repair, restore or replace components of the Stadium necessitated by any damage, destruction, ordinary wear and tear, defects in construction or design, or any other cause, provided that "Capital Repair" shall not include any of the foregoing resulting from Team Misuse; nor shall "Capital Repairs" include any work related to any component of the Stadium which was not included in the scope of the Authority's Work (as defined in Section 4.06). In addition to the foregoing, "Capital Repair" shall also include work and materials required to effectuate any of the following:

- (A) replacing any obsolete component of the Stadium with more modern replacements which may in the future become in use in at least seventy-five (75%) percent of Major League Baseball stadiums;
- (B) changes or improvements required of all American League open-air stadiums by the American League or the Commissioner of Baseball;
- (C) changes or improvements required by any insurance carrier to enable the Authority or Team to obtain insurance coverage at commercially reasonable rates provided that in lieu of effectuating such change or improvement, Authority may agree to pay the increased insurance premiums; or
- (D) changes or improvements required by any applicable law, ordinance, rule or regulation.

(c) The following additional terms shall have the following meanings:

- (i) Team Misuse -- any event which causes damage to the Stadium or any component thereof arising out of uses by Team not permitted under Section 5.02 or negligent or willful acts of Team, or vandalism and willful acts of Team's patrons, licensees, guests and invitees.
- (ii) Major Capital Repair -- work which constitutes Capital Repairs which renders the Stadium untenable in whole or in part or which will cost in excess of \$500,000 to perform.
- (iii) Emergency Repair -- work which constitutes Capital Repairs which is necessary to protect public health or safety or which, if performed promptly can, in Team's reasonable judgment, avoid material cost to Team.
- (iv) Direct Personnel Expense -- with respect to any work being performed by Team's own employees (whether paid on an hourly basis or otherwise), the cost, determined on an hourly basis, of all wages and benefits paid to such employees.

Section 7.02. Team Obligations. Team shall be responsible for the performance of, and payment of the cost of, (a) all Routine Maintenance, (b) all work necessitated by Team Misuse, and (c) repairs or replacement of any component of the Stadium (other than Allowance Items) paid for by Team, and shall indemnify, defend and hold Authority harmless from and against all cost and expense arising out of Team's failure to perform or pay for such Routine Maintenance or matters referred to in (b) and (c) above.

Section 7.03. Capital Repairs by Team. Upon compliance with the provisions of Section 7.05, Team shall be entitled to and shall perform or cause to be performed all Capital Repairs required during the Term, other than Major Capital Repairs, and Authority shall, within forty-five (45) days after receipt of an invoice for such work, promptly pay the cost of or reimburse Team for all costs and expenses incurred by it in the performance of Capital Repairs, including the time of its salaried and hourly personnel, and reasonable insurance coverage for Team. All work shall be done in a good and workmanlike manner. If the cost of a Capital Repair exceeds \$25,000, Team will obtain a one-year warranty for the benefit of Authority from any person who contracts to perform such Repairs, and will enforce such warranty on Authority's behalf. If Team itself performs such Capital Repair, Team will provide Authority such one year warranty.

Section 7.04. Authority Obligations. Authority shall perform and be responsible for payment of the cost of all Major Capital Repairs and, unless Team shall be performing such Major Capital Repairs pursuant to Authority's election under this Section 7.04, Authority shall indemnify, defend and hold Team harmless from and against Authority's failure to perform all Major Capital Repairs in accordance with the provisions of Section 7.06.

Notwithstanding the foregoing, at Authority's request, Team shall effectuate any Major Capital Repairs at Authority's expense, upon entering into suitable arrangements with Authority for reimbursement for Team's costs, including the time of its salaried and hourly personnel and reasonable insurance coverage for Team. In such event: (i) Team shall act in accordance with Authority's responsibilities under Section 7.06; (ii) Authority shall have the same reasonable rights of approval Team would have if Authority were effectuating such Major Capital Repairs; and (iii) Team will obtain a one-year warranty for the benefit of Authority from any person who contracts to perform such Major Capital Repairs and will enforce such warranty on Authority's behalf. If Team itself performs such Major Capital Repairs, Team will provide Authority with such one-year warranty.

Section 7.05. Capital Repairs Procedures. As a condition of Authority's obligation to reimburse Team for the cost of all Capital Repairs which Team performs, Team shall be required to comply with the following procedures:

- (a) If any Capital Repair is an Emergency Repair, or if the cost thereof does not exceed \$1,000 in any instance and \$2,500 in one or more instances in any calendar month, Team may perform such Capital Repairs and shall be entitled to reimbursement without compliance with this Section 7.05, but shall, when feasible, give Authority prompt notice thereof; provided, however, in the case of a Capital Repair which is an Emergency Repair and which in Team's good faith determination will cost more than \$50,000 to complete, Team will give Authority not less than 24 hours' notice prior to commencement of such work unless such delay could affect public health or safety.
- (b) If Subsection (a) is not applicable and the work will cost in Team's good faith determination less than \$50,000, Team shall submit to Authority a proposal to perform such work for a fixed sum or an estimate of the cost of such repair, such estimate to be prepared on a "time and materials" basis with the hourly rates of such contractor's charges for such work to be set forth therein, in each case from a reputable contractor. If the Authority, within seven (7) business days after receipt of such proposal or estimate, fails to object thereto in writing, Team may proceed to contract with the party which submitted the proposal or estimate (either on a time and materials basis or on a firm fixed sum basis or guaranteed maximum price basis not to exceed, in each of the foregoing instances, \$50,000) to cause such Capital Repair to be made. If the Authority does so object, Authority shall have seven (7) business days after receipt by Team of Authority's notice of rejection to secure a proposal for such work from a reputable contractor for a fixed sum or guaranteed maximum price, or a "time and materials" estimate, which is in either case not more than 90% of the amount estimated by Team's contractor, in which event Authority shall be entitled to contract with such contractor for completion of such Capital Repair. If Authority

fails to secure such a proposal Team may proceed thereafter as if Authority had failed to object. Team shall cause such work to be completed as soon as possible in a good and workmanlike manner.

- (c) If Subsection (a) is not applicable and the work will cost more than \$50,000, the procedures under Subsection (b) will be applicable except that Team shall in all events submit a proposal to perform such work for a fixed sum or guaranteed maximum price and may not submit an estimate.
- (d) The sums "\$1,000" and "\$2,500" in Subsection 7.05(a), the sum "\$50,000" in Subsections 7.05(b) and 7.05(c), the sum of \$25,000 in Section 7.03, and the sum "\$500,000" in Subsection 7.01(c)(ii), shall be applicable until December 31, 1991, irrespective of whether the Completion Date has then occurred. Thereafter each such sum shall increase on January 1 of each year to an amount equal to such sum plus a percentage of such sum equal to the percentage increase in the "CPI" from December 1991 to the December immediately preceding such date of increase. The "CPI" shall mean the Consumer Price Index for the City of Chicago, Urban Wage Earners and Clerical Workers, All Items (1982-4 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the manner in which the CPI is determined by the Bureau of Labor Statistics shall be substantially revised, including without limitation, a change in the base index year, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if such Consumer Price Index had not been so revised. If the Consumer Price Index shall become unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to make the adjustment referred to in the preceding sentence, then a comparable index published by an agency of the United States Government which reflects changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency will be substituted therefor, or, if no such index shall be available, then a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication shall be used.
- (e) At Team's election, any Capital Repairs under Subsection (a) may be performed in whole or in part by Team's own employees on a "time and materials" basis, with the charges for the time of such employees to be equal to Direct Personnel Expense plus 10% thereof. In addition, the party which submits the estimate under Subsection (b) and the party with which Team may ultimately contract for Capital Repairs upon compliance with the requirements of Subsection (b) may be Team

utilizing its own employees, with the charges for the time of such employees to be equal to Direct Personnel Expense plus 10%. In addition to the charges for such employees, Team shall be reimbursed by the Authority for the cost of all materials and all services performed by outside contractors, architects or engineers.

Section 7.06. Major Capital Repairs. If the work required to be performed is a Major Capital Repair, Authority shall promptly cause such work to be performed and paid for in full. Subject to Section 7.04, if Authority itself performs such work, Authority shall comply with the following:

- (a) Within five (5) business days after Authority has knowledge of a Major Capital Repair, Authority shall retain the Project Architect (or such other architect as may be approved by Team) to determine the work required to effectuate the Major Capital Repair. Such Architect shall consult with Team in making such determination and shall retain any and all structural or other engineers it deems necessary to aid in making such determination. The work necessary to complete Major Capital Repairs shall be incorporated in plans and specifications therefor ("Repair Plans") which shall be submitted to Team for its approval which shall not be unreasonably withheld or unduly delayed. Failure to disapprove Repair Plans within five (5) business days after receipt thereof shall be deemed approval thereof by Team.
- (b) Prior to commencement of the Major Capital Repair, Authority shall be required at Authority's expense to cause to be taken any and all reasonable temporary measures, if any, recommended by Team which will enable Team to utilize the Stadium during the pendency of a Major Capital Repair, such as the erection of barricades, the construction of temporary construction facilities or other similar measures.
- (c) Authority shall contract for and cause to be completed as promptly as possible all work reflected in the Repair Plans in a good and workmanlike manner, and shall cause to be corrected all defects in workmanship and materials in such work. All such work shall be conducted in a manner so as to eliminate or, if elimination is not possible, to minimize, interference with Team's operations in the Stadium.

In the event that work would constitute a Major Capital Repair but for the fact that the work was necessitated by Team Misuse, such work will be performed by Team pursuant to the foregoing requirements, except that Team shall perform and pay for all obligations of "Authority" described above.

Section 7.07. Capital Repairs Account. Authority shall establish an Account ("Capital Repairs Account"), the purpose of which shall be to accumulate funds for the payment of the cost of Capital Repairs for which Authority is financially responsible

hereunder. The Capital Repairs Account shall be established at The First National Bank of Chicago or any other bank(s) mutually acceptable to Authority and Team, and the funds therein invested in interest bearing accounts or certificates of deposit of such depository bank(s), in securities issued or guaranteed by the United States Government or any agency or instrumentality thereof, in A-1/P-1 rated commercial paper, or in such other investments as shall be approved by the parties from time to time. The Capital Repairs Account shall be funded as follows by Authority:

- (a) Within thirty (30) days after the end of the first Season that Team plays in the Stadium, there shall be deposited the sum of \$1,000,000.
- (b) Within thirty (30) days after the end of each Season thereafter, Authority shall deposit the sum of \$1,000,000 therein.

The Capital Repairs Account may be drawn only upon the signature of the designated signatory or signatories of Authority and may be used for the payment of any and all obligations of Authority for payment of the costs of Capital Repairs, other than those arising out of (i) damage which is caused by a risk then covered by a broad form "all risk" fire and extended coverage insurance policy (except that the Capital Repairs Account may be used for covered losses pending receipt of insurance proceeds provided that such proceeds are thereafter deposited in said Account), or (ii) work necessitated by a Special Event. Interest earned on amounts in the Capital Repairs Account may be withdrawn by Authority and used to pay any of its other obligations hereunder. Authority's obligation to pay for Capital Repairs shall not be limited to funds which may be in the Capital Repairs Account. At the end of the Term, all sums in the Capital Repairs Account shall be paid to Authority.

Section 7.08. Certain Rights of Parties.

- (a) If the Stadium is rendered untenable in whole or in any material part as a result of any Major Capital Repair, or the event or events which gave rise thereto, then for the period of such untenability, or during such longer period as may be reasonably necessary to enable Team to arrange for an alternate site, Team shall be entitled to make arrangements for an alternate site for its Home Dates.
- (b) During the period in which Team is playing its games at an alternate site, Team will not be responsible for the payment of any Fees to Authority, and Authority will not be responsible for the payment to Team of any Subsidies relating to the period in question other than the annual Maintenance Subsidy pursuant to Section 16.02 (which will remain payable as therein provided) nor shall Authority be responsible for any Capital Repairs at the alternate site. In the event the period of Team's play at an alternate site is less than a full Season, the right of the Authority to receive Fees on account of such Season, and the

right of Team to receive Subsidies (other than the Maintenance Subsidy which is payable in full) will be equitably adjusted.

Section 7.09. Maintenance, Repair and Security Procedures.

(a) Prior to the beginning of each Season (commencing with the first season in which Team plays in the Stadium), and every second month during each Season (or more often at the request of either party), representatives of Team and Authority shall meet to:

- (i) Review Team's Routine Maintenance and security procedures, which shall be submitted to Authority prior thereto in writing by Team;
- (ii) allocate any anticipated work between Routine Maintenance and Capital Repairs;
- (iii) establish budgets and timetables for required Capital Repairs; and
- (iv) generally effectuate the administration of the provisions of this Article VII and Article XII.

(b) It is understood and agreed that the purpose of meeting regularly as aforesaid is to avoid disputes relating to this Article VII and Article XII and to afford Authority the opportunity to advise Team in advance of Team's performing any work as to Authority's views on the manner in which it desires Team carry out such responsibilities. Accordingly, Authority hereby agrees that Authority shall use its best efforts to advise Team of its views as early as possible regarding Team's performance of Routine Maintenance, Capital Repairs, and security pursuant to Article XII, and that Authority shall have no claim or defense against Team hereunder for deficient Routine Maintenance, Capital Repairs and security procedures unless Team failed to follow the agreed upon procedures or was otherwise grossly negligent.

ARTICLE VIII

EMINENT DOMAIN

Section 8.01. Termination for Condemnation. In the event that any material part of the Stadium shall at any time during the Term be taken by exercise of the power of eminent domain ("Condemnation"), whether by formal condemnation proceedings or by purchase under threat of exercise of the power of eminent domain proceedings, this Agreement shall terminate on the date on which possession is required to be delivered to the condemning authority. As used herein, a "material part" shall include any of the following:

- (a) Any part of the Stadium which, in Team's reasonable determination, would cause Team to become unable to make use of the Stadium for its intended operations or to experience a material loss of revenue (specifically including, without limitation, any loss of seating in excess of a number of seats having a face ticket price equal to 10% or more of the aggregate face ticket price of all seats in the Stadium, or loss of any material portion of the concourse areas);
- (b) Any part of the area between the Stadium structure and a public street or highway, condemnation of which would cause Team to become unable to provide reasonable access to the Stadium structure; or
- (c) Any portion of the Premises the loss of which results in fewer than 7,000 parking spaces being available on the Premises;

unless Team elects in its sole discretion to treat any of the foregoing as not a "material part" of the Stadium. If this Agreement terminates pursuant to the provisions of Section 8.01., all rights, obligations and liabilities of the parties hereto shall end as of the effective date of such termination, without prejudice to any rights which have accrued prior to such termination, and the Maintenance Subsidy shall be appropriately prorated in the event the date of termination occurs during a Season.

Section 8.02. Allocation of Award. The amount of any award for or on account of any Condemnation shall belong to Authority, and Team shall not be entitled to any award or any part thereof for its rights, interest, or estates hereby granted which are so condemned or effected by such eminent domain proceedings, except to the extent of the following:

- (a) The court in which the award is made shall be requested to make a separate award for the then current value of Team's rights under this Agreement, which award shall be paid over by Authority to Team.
- (b) If the court fails or refuses to make such separate determination and the parties are unable to agree on such value within thirty (30) days after the

payment of said award, the parties shall submit the dispute to arbitration in accordance with the provisions of Article XVIII.

Team shall have the right to be represented by counsel of its choosing in any Condemnation proceedings.

Section 8.03. Performance of Work. If there shall be a Condemnation and this Agreement shall not terminate as a result thereof in accordance with the provisions of Section 8.01, Authority shall be required to perform any and all work (other than Team's work) necessary to restore the Stadium to a complete architectural unit suitable for Team's use in as expeditious a manner as possible.

Section 8.04. Temporary Taking. In the event of any temporary taking of the Stadium or any portion thereof for public use, this Agreement shall not terminate by reason thereof, except as hereafter provided, and the rights and obligations of the parties shall continue in full force and effect as provided herein except that:

- (a) Any award for such temporary taking shall be allocated as follows:
 - (i) First, Authority shall be entitled to a portion of the award equal to the amount, if any, expended by Authority pursuant to the provisions of subparagraph (b) below; and
 - (ii) Team shall be entitled to the balance of such award.
- (b) Upon the termination of such temporary taking and upon receipt of the Condemnation Award Authority shall restore the Stadium to the extent applicable to its state as existed immediately prior to such temporary taking.
- (c) During any period of a temporary taking, Team shall be entitled to make arrangements for an alternate site for its home playing dates. In such event, the rights and obligations of the parties shall be as set forth in subsection 7.08(b).

Notwithstanding the foregoing, Team shall be entitled to make a separate claim against the condemning body for an award of any damages sustained by it as a result of such temporary taking. Team shall have the right to terminate this Agreement as of the end of any Season and treat a temporary taking as a taking under Section 8.01 if the remaining period of such temporary taking will be for a period of more than two (2) years following the date of the termination, as evidenced by the issuance by a duly authorized official of the condemning authority of any written statement to the effect that such condemnation will be for such period of time.

ARTICLE IX

TAXES

Section 9.01. Real Estate Taxes.

(a) As used herein, the term "Property Taxes" shall mean all real estate taxes and assessments which are levied against the Stadium or any component thereof. Said Property Taxes include all general and special taxes levied by the City of Chicago or any other political subdivision of the City of Chicago or of the State of Illinois, such as school districts, sanitary districts, transit authorities, or by the United States government, so long as such tax is based upon or measured by the valuation of the Stadium, or any component thereof. If, by reason of the exemption of Authority from payment of Property Taxes or otherwise, there is imposed on Team any tax, such as a tax on Team's rights hereunder in the nature of a leasehold tax, such tax shall also be included in Property Taxes. If at any time during the Term the method of taxation then prevailing shall be altered so that any new tax or assessment shall be imposed in place of or partly in place of any Property Taxes, or contemplated increase therein, which tax or assessment shall be measured by or be based in whole or in part upon the value of the Stadium or any component thereof, or Team's rights hereunder, such taxes or assessments, to the extent so measured or based, shall be included in Property Taxes.

(b) Authority hereby agrees to pay when due, all Property Taxes which are payable during the Term and to indemnify, defend and hold Team harmless from and against all such Property Taxes.

Section 9.02. Other Taxes. As used herein, the term "Other Taxes" shall mean any or all of the following:

- (a) Taxes promulgated after the date hereof which are applicable solely to the property or business of sports teams or admissions to sporting events.
- (b) Increases in the rate of the City of Chicago Amusement Tax above the level as enacted on July 1, 1987; and
- (c) Any taxes attributable to the City of Chicago Amusement Tax, to the extent that the same is levied against the receipt of amounts received from Suite holders in excess of the amount allocable to the face value of tickets given to such Suite holders.

The term "Other Tax Amount" shall mean, for any fiscal year during the Term, 50% of any amounts incurred by Team by reason of Other Taxes. It is hereby agreed that upon payment of such Other Tax Amount, Team shall be entitled to add to its Fee Credit Account an amount equal to the Other Tax Amount so paid, but no interest shall accrue on any amount so added.

ARTICLE X

ADVERTISING AND SIGNS

Section 10.01. Stadium Signs. The Final Plans shall incorporate provision by the Authority of back-lit, "Tri-Vision" and other advertising signs, and an outdoor message board, as well as signs of a purely informational nature (such as exit signs and directional signs). Team shall have the exclusive right to sell and maintain such advertising panels and maintain signs and other advertising on the Stadium scoreboard and to receive and retain all revenues therefrom (subject to its obligation for Fees as a result thereof) and in addition may, at its expense, erect additional signs in the Stadium for such advertising which do not materially and adversely affect the Stadium structure. Team may determine the size, form and content of such advertising. Authority shall not violate any exclusivity agreements relating to advertising entered into by Team as to which Authority has been given notice by Team. Additional informational and directional signs of a non-advertising nature may be erected by Team, at its expense, from time to time subject to the reasonable approval of Authority. Authority shall have no right to sell, maintain, erect or construct advertising in the Stadium or elsewhere on the Premises.

Section 10.02. Other Advertising. Team may conduct, or permit to be conducted, in the Stadium, any and all other forms of advertising not affixed to the structure, which in Team's sole discretion it may deem appropriate, including but not limited to any advertising in Stadium concourses, any advertising to be worn or carried by Team's or any concessionaires' personnel, promotional events sponsored by advertisers, logos or other forms of advertising to be affixed to or included with cups, hats, t-shirts and other concession items or giveaways, and any and all other forms of such advertising or promotion.

Section 10.03. Exterior Signs. Team shall have the right to place other advertising on the Premises on or outside of the structure of the Stadium, and retain all revenues therefrom (subject to its obligation for Fees as a result thereof).

Section 10.04. Review Rights. Authority shall have a reasonable right of approval of all advertising and exterior signs. Such approval may be withheld only if in Authority's reasonable judgment such advertising and/or exterior signs materially detract from the aesthetics of the Stadium, violate any ordinance, statute or law or offend general community standards, except that in no event shall any advertising of a nature presently being employed in the Existing Stadium be deemed to offend general community standards. Failure of Authority to promptly object to any proposed advertising and/or exterior signs within seven (7) business days after receipt of a request therefor may be conclusively relied on by Team as constituting Authority's approval thereof. Notwithstanding the foregoing, Team may at its own risk utilize any advertising which does not violate any ordinance, statute or law without Authority's approval, provided that if it is ultimately determined that Authority would have been entitled to withhold consent thereto, Team shall be required to remove such advertising.

ARTICLE XI

TEAM DEFAULT; AUTHORITY'S RIGHTS AND REMEDIES

Section 11.01. Default. The occurrence of any one or more of the following events constitutes a "Default" by Team under this Agreement:

- (a) Failure by Team to pay any Fees due and payable within five (5) days after written notice thereof from Authority to Team;
- (b) Failure by Team to observe or perform in any material respect any other covenant, agreement, condition or provision of this Agreement not otherwise specified in this Article XI, if such failure shall continue for one hundred eighty (180) days after notice thereof from Authority to Team; provided, however, that Team shall not be in default with respect to matters which cannot reasonably be cured within 180 days so long as within sixty (60) days after such notice Team commences such cure and diligently proceeds to complete the same at all times thereafter;
- (c) The levy upon or other execution or the attachment by legal process of the interest of Team in the Stadium hereunder, or the filing or creation of a lien in respect of such interest, which levy, attachment or lien shall not be released, discharged or bonded against within one hundred eighty (180) days from the date of such filing;
- (d) Team admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Team or for the major part of its property;
- (e) A trustee or receiver is appointed for the Team or for the major part of its property and is not discharged within one hundred eighty (180) days after such appointment;
- (f) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against Team, and, if instituted against Team, are allowed against it or are consented to by it or are not dismissed within one hundred eighty (180) days after such institution;
- (g) Breach by Team of any covenant or obligation set forth in Article XXVI hereof.

Section 11.02. Remedies of Authority. If a Default occurs, subject to the right of either party to demand arbitration under Article XVIII, Authority shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and, to

the extent not mutually exclusive, cumulative and shall not operate to exclude or deprive Authority of any other right or remedy allowed it by law, including, without limitation, Authority's right to advance any sums to be paid to third parties by Team or otherwise remedy Team's default and to be reimbursed by Team for Authority's costs and expense on account thereof and in addition the following remedies:

- (a) Authority may terminate this Agreement and Existing Stadium Lease effective as of the end of the then current Season by giving to Team not less than thirty (30) days' written notice of the Authority's election to do so, in which event the Term of this Agreement and, if applicable, the Existing Stadium Lease, shall end, and all right, title and interest of the Team hereunder shall expire, on the date stated in such notice; and
- (b) Authority may enforce the provisions of this Agreement and may enforce and protect the rights of the Authority hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from the Team under any of the provisions of this Agreement. It is specifically agreed by Team that the remedy at law of Authority for a breach described in Subsection 11.01(g) is inadequate, and that Authority will be entitled to an injunction to prevent any violation thereof.
- (c) Upon the occurrence of any event which with the giving of notice or the passage of time would constitute a Default by Team, and until such event has been cured by Team, Authority shall be excused from the payment of any Subsidies under Article XVI or the payment of any other monetary obligation hereunder. If such event is subsequently cured, any Subsidies or other amounts not paid by reason of this provision shall be paid without interest.

Section 11.03. Surrender of Possession by Team. If Authority exercises the remedy provided for in subparagraph (a) of the foregoing Section 11.02, Team shall surrender possession and vacate the Stadium (or the Existing Stadium if Team is still playing its games there) on the effective date of termination and deliver possession thereof to the Authority, and Authority may then or at any time thereafter re-enter and take complete and peaceful possession of the Stadium (or the Existing Stadium if Team is still playing its games there), with or without process of law, full and complete license so to do being hereby granted to the Authority, and Authority may remove all occupants and property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing Authority's right to Fees or any other right given to Authority hereunder or by operation of law.

Section 11.04. Rights to Property After Default or Otherwise.

(a) All property removed from the Stadium (or the Existing Stadium) by Authority pursuant to any provisions of this Article XI or of law may be handled, removed or stored by the Authority at the cost and expense of the Team, and the Authority shall in no event be responsible for the value, preservation or safekeeping thereof. Team shall reimburse Authority for all costs and expenses incurred by Authority in such removal and storage charges against such property so long as the same shall be in Authority's possession or under Authority's control. All property not removed from the Stadium (or the Existing Stadium) or retaken from storage by Team within sixty (60) days after the end of the Term, however terminated, shall be conclusively deemed to have been conveyed by Team to Authority as by bill of sale without further payment or credit by Authority to Team. At the end of the Term, whether by expiration or earlier termination, Team shall not have the right to remove from the Stadium any property of the Team other than its moveable personal property, and all property other than Tenant's moveable personal property shall belong to Authority at the end of the Term.

(b) Upon expiration or earlier termination of the Existing Stadium Lease, Team shall not have the right to remove from the Existing Stadium any property of Team other than its moveable personal property and all other property of Team shall belong to Authority. Notwithstanding the foregoing sentence, at the end of the term of the Existing Stadium Lease solely by reason of Team's relocation to the Stadium (i) Team shall be entitled to remove the scoreboards, scoreboard signs, auxiliary scoreboards, projection television system and related equipment from the Existing Stadium (and in such event Authority hereby disclaims any interest therein); and (ii) Team may remove from the Existing Stadium all seats, bases, pitching rubbers and other items of memorabilia; provided, however, that the provisions of this sentence shall be applicable only if Team is vacating the Existing Stadium for the purpose of relocating to the Stadium; if Team is vacating for any other reason, Team hereby grants Authority the right to use all such items in the Existing Stadium for their remaining useful life (it being hereby agreed that if Authority ceases to use the same, Team shall be entitled to dispose of any such items and all proceeds thereof shall belong to Team). After Team vacates the Existing Stadium and this Agreement has been terminated, Authority shall be responsible to maintain all such items during its period of use and to pay all taxes assessed against such items. All the items referred to in clause (i) and (ii) above shall be removed on such dates as shall be designated in a notice from Authority to Team given after Team vacates the Existing Stadium (none of which dates shall be earlier than 30 days after the date of such notice, which notice shall set forth Authority's reasonable estimate of the dates on which such items (designated by their general location in the Existing Stadium - e.g., "right field" or "center field") must be removed so as to prevent delay in demolition of the Existing Stadium. If Team fails to remove any such items in accordance with such schedule of dates (or such later date or dates as shall be agreed to by Authority), Team shall be deemed to have abandoned its interest in any such items and they shall belong to Authority. All other items of memorabilia shall be removed by Team within 30 days after it is required to vacate the Existing Stadium.

Section 11.05. Disputes. Notwithstanding anything in this Article XI to the contrary, in the event Team shall in good faith dispute Authority's assertion that an action or non-action

by Team would, if not cured or corrected within the time period herein provided, constitute a Default hereunder, and Team so notifies Authority within 10 days of the date Team receives notice of such assertion, such dispute shall, within 10 days after notice of such dispute by Team, be submitted to arbitration as provided in Article XVIII hereof, in which event Team's obligation to remedy or cure such action or non-action shall be suspended and Authority shall not be entitled to exercise any remedy herein provided on account thereof, pending the final decision of the Panel. If the final decision of the Panel is that such action or non-action by Team would, if not cured or corrected, constitute a Default hereunder, then the applicable cure period provided in this Article XI shall begin to run as of the date on which Team receives notice of the final decision of such Panel. Nothing contained herein shall be deemed to limit Team's right to dispute any alleged Default and submit same to arbitration hereunder provided that no demand for arbitration shall be made after the expiration of the cure period therefor, unless Team has cured the alleged Default within the applicable cure period and promptly thereafter notified Authority that such cure does not constitute a waiver of Team's right to dispute such alleged Default.

ARTICLE XII

STADIUM SECURITY AND CROWD CONTROL

Section 12.01. Event Security. Team shall provide, at its expense, at all baseball games such security and crowd control personnel as shall be required in Team's sole discretion for such purposes, consistent with the security procedures submitted to and approved by Authority pursuant to Section 7.09 hereof. In addition, at all Special Events, Team will permit Authority to utilize Team's security and crowd control administrative personnel (for which Authority or the Promoter shall pay reasonable compensation), and Authority shall be required to utilize such personnel for supervision of security at Special Events. All such security and crowd control personnel of Team shall be assigned to Authority's direction and exclusive control for Special Events. It is understood that Team in the past has had, and expects to continue in the future to have, an arrangement with the City of Chicago to provide additional traffic control personnel for events, and nothing herein shall give rise to the implication that Team intends to forego any such arrangement.

Section 12.02. Twenty-Four (24)-Hour Security. Consistent with the security procedures submitted to and approved by Authority pursuant to Section 7.09 hereof, Team, at its expense, will provide such security guards and night watchmen as may reasonably be necessary in order to provide twenty-four hour per day, year-round, protection and security of the Stadium and all its facilities.

ARTICLE XIII

RIGHT OF ENTRY AND INSPECTION

Authority and its agents and representatives, upon twenty-four (24) hours prior written notice to Team (or without prior notice in the event of an emergency threatening health and safety) during the Term of this Agreement shall, have the right to enter into and upon any and all parts of the Stadium for the purpose of examining the same for any legitimate reason related to the obligations of the parties to this Agreement.

ARTICLE XIV

COVENANT OF QUIET ENJOYMENT

Authority covenants that if, and so long as, Team keeps and performs each and every covenant, agreement, term, provision and condition of this Agreement on the part and on behalf of Team to be kept and performed, Team shall quietly enjoy its rights under this Agreement without hindrance or molestation by Authority or by any other person lawfully claiming the same by, through or under Authority, subject to the covenants, agreements, terms, provisions and conditions of this Agreement.

ARTICLE XV

FORCE MAJEURE

Should any fire or other casualty, act of God, earthquake, flood, epidemic, landslide, war, riot, civil commotion, general unavailability of certain materials, strike (except as set forth below), slowdown or labor dispute (any of the foregoing hereinafter referred to as "Force Majeure") prevent performance of this Agreement in accordance with its provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence, except as specifically provided in Subsection 1.03(b) and Section 2.07. It is agreed that a strike, slowdown or other labor dispute which involves a contractor or subcontractor working on the Stadium project and which is related only to the Stadium project shall not constitute a Force Majeure.

ARTICLE XVI

AUTHORITY SUBSIDIES

Section 16.01. Definitions. As used herein, the following terms shall have the following meanings:

- (a) Base Team Expenses -- Team Expenses for the fiscal year ending October 31, 1991.
- (b) Team Expenses -- for any fiscal year of Team, the aggregate of all of the expenses incurred for the categories of expense listed in Exhibit F.
- (c) Net Income (Subsidy) -- for any fiscal year of Team, the net income of Team, determined without regard to the Maintenance Subsidy, prior to any provision for income taxes, determined in accordance with GAAP by Team's CPA. In computing Net Income (Subsidy), the CPA shall assume that there is no reduction of Media Fees due to Net Income (Fees) being less than the amount referred to in Clause 3.04(b). The determination of Team's CPA shall be conclusive and binding upon the parties; provided that: net income shall not reflect any item of income and expense from any new business which Team may in the future enter into which is unrelated to its baseball activities; net income shall exclude the excess of interest income over interest expense; and any excessive compensation to partners of Team shall be excluded as an expense.

Section 16.02. Maintenance Subsidy. Authority agrees to pay to Team for each Season during the Term (whether or not the Completion Date has occurred) a subsidy in order to reimburse Team on account of its obligations for Routine Maintenance and other Team operational costs ("Maintenance Subsidy"). The amount of the Maintenance Subsidy shall be determined as follows:

- (a) During the First Period, the Maintenance Subsidy shall be Two Million Dollars (\$2,000,000) per Season, payable one-half (1/2) on July 15 during each Season and the balance on November 15 following such Season.
- (b) During the Second Period, the Maintenance Subsidy for each Season shall be Two Million Dollars (\$2,000,000) multiplied by a fraction, the numerator of which is Team Expenses for the fiscal year next preceding such Season and the denominator of which is Base Team Expenses, but in no event may the Maintenance Subsidy be less than \$2,000,000. Notwithstanding the foregoing, the Maintenance Subsidy during the Second Period shall be reduced (but not below \$2,000,000) by the amount of Team's Net Income (Subsidy) for the fiscal year in which such Season occurs. During the Second Period, the Maintenance Subsidy shall be paid \$1,000,000 on July 15 of each Season, \$1,000,000 on November 15

March 15 next following the end of such Season. On or before February 1 next following the end of each Season, Team shall furnish Authority with a certificate of Team's Chief Financial Officer as to Base Team Expenses and Team Expenses and a report of Team's CPA as to Net Income (Subsidy) for such immediately preceding Season.

- (c) During the Third Period, the Maintenance Subsidy shall be computed and paid in the same manner as provided in Subsection (b), except that the amount of the Maintenance Subsidy shall be reduced (but not below zero) by the amount, if any, of the Net Income (Subsidy) for the fiscal year in which the Season occurs. In the event that Net Income (Subsidy) has reduced the Maintenance Subsidy below \$2,000,000, Team shall refund any overpayment of the Maintenance Subsidy on or before March 15 following such Season.

The Maintenance Subsidy shall be paid in the amounts set forth above irrespective of actual costs incurred by Team for Routine Maintenance and other operational costs.

Section 16.03. Ticket Subsidy. Authority hereby agrees that for each Season, commencing with the first to occur of the eleventh (11th) Season in which Team plays in the Stadium or the 2002 Season, and for each Season thereafter during the Second Period and the Third Period, in which Paid Attendance is less than 1,500,000, Authority will pay to Team a Ticket Subsidy equal to (a) the amount by which Paid Attendance for such Season was less than 1,500,000 (up to a maximum of 300,000) multiplied by (b) the Average Ticket Price for such Season. Notwithstanding the foregoing, no Ticket Subsidy will be payable for the final Season in the Term. The Ticket Subsidy shall be paid within 30 days following receipt of a certificate from Team's Chief Financial Officer as to Paid Attendance and Average Ticket Price relating to the computation of such Subsidy. In consideration of the payment of the Ticket Subsidy, Authority shall be deemed to have purchased, for the Season immediately following the Season for which the Ticket Subsidy was paid, tickets having a face value (computed based on face value as of the beginning of such following Season) equal in amount to the Ticket Subsidy for the preceding Season. The exact composition of the tickets purchased shall be determined jointly by Team and Authority within five (5) days following the opening of the Season for which the tickets are purchased, it being understood that Authority will be entitled to a representative mix of dates and seat locations based on availability (after reasonable allowance is made for anticipated group sales and house seats) as of the beginning of such Season. Any tickets purchased by Authority as aforesaid may not be resold by Authority.

Section 16.04. Audit. All computations relating to Subsidies shall be subject to the audit provision of Section 3.06.

ARTICLE XVII

INDEMNIFICATION

Section 17.01. Team Indemnification. Subject to the limitations hereinafter set forth, Team hereby agrees to indemnify and hold harmless Authority, its officers, members, employees and agents from and against all loss, cost and expense in connection with proceedings, judicial or otherwise, and claims, demands and judgments, together with costs and expenses including attorneys' fees relating thereto, arising out of damage or injury to person or property occurring in or about the Stadium (or in or about the Existing Stadium while Team is playing its games there) which occurs while the Agreement is in effect. Notwithstanding the foregoing, in no event shall the foregoing indemnification obligation be applicable to any loss, cost or expense arising out of the following ("Excluded Occurrences"):

- (a) damage or injury occurring at or arising out of or incidental to a Special Event, other than damage or injury caused by Team's invitees in the Stadium Club or by Suite holders and their guests;
- (b) damage or injury arising out of any negligent or willfully wrongful act or omission of Authority, its agents, employees, contractors or subcontractors, or breach of any of Authority's obligations hereunder; and
- (c) damage or injury arising out of defects in the design of the Stadium (excepting in any event Team Work) or in the workmanship or materials employed in the construction of the Stadium (excepting in any event Team Work), or in the execution of any Capital Repairs effectuated by any party other than Team or its agents, employees, contractors or subcontractors.

Section 17.02. Authority Indemnification. Authority hereby agrees to indemnify, defend and hold Team, its officers, partners, employees and agents, harmless from and against all loss, cost and expense in connection with proceedings judicial or otherwise, and judgments, together with costs and expenses including attorneys' fees, arising out of any or all Excluded Occurrences which occur while this Agreement is in effect.

Section 17.03. Procedure Regarding Indemnification.

- (a) If any party entitled to indemnification hereunder ("Indemnified Party") shall discover or have actual notice of facts giving rise or which may give rise to a claim for indemnification under this Article XVII, or shall receive notice of any demand, assertion, claim, action, or proceeding, judicial or otherwise ("Action"), with respect to any matter for which indemnification may be claimed, the Indemnified Party shall, within twenty (20) days following service of process

(or within such shorter time as may be necessary to give the party required by the terms hereof to provide indemnification therefor ("Indemnifying Party") a reasonable opportunity to respond to such service of process) or within twenty (20) days after any other such notice, notify the Indemnifying Party in writing thereof together with a statement of such information respecting such matter as the Indemnified Party then has; it being understood and agreed that any failure or delay of the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party from liability hereunder except and solely to the extent that such failure or delay shall have materially adversely affected the Indemnifying Party's ability to defend against, settle, or satisfy any such Action. Following such notice, the Indemnifying Party shall have the right, at its sole cost and expense, to contest or defend such Action through attorneys, accountants, and others of its own choosing (the choice of such attorneys, accountants, and others being subject to the approval of the Indemnified Party, such approval not to be unreasonably withheld) and in the event it elects to do so, it shall promptly notify the Indemnified Party of such intent to contest or defend such Action. If within twenty (20) days following such notice from the Indemnified Party (or within such shorter time as may be necessary to give the Indemnified Party a reasonable opportunity to respond to service of process or other judicial or administrative action), the Indemnified Party has not received notice from the Indemnifying Party that such Action will be contested or defended by the Indemnifying Party, the Indemnified Party shall have the right to (i) authorize attorneys satisfactory to it to represent it in connection therewith and/or (ii) at any time settle, compromise, or pay such action, in either of which events the Indemnified Party shall be entitled to indemnification therefor subject to this Section. Following any notice of an indemnification claim not based on an Action, the Indemnifying Party shall promptly reimburse the Indemnified Party for all amounts owed to it by reason of such indemnification obligation.

- (b) In the event and so long as the Indemnifying Party is actively contesting or defending against an Action as hereinabove provided, the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in such contest or defense, shall join in making any appropriate counterclaim or cross-claim in connection with the Actions, and shall provide

such access to the books and records of the Indemnified Party as shall be necessary in connection with such defense or contest, all at the sole cost and expense of the Indemnifying Party. Notwithstanding that an Indemnifying Party is actively conducting such defense or contest, any Action may be settled, compromised, or paid by the Indemnified Party without the consent of the Indemnifying Party, provided however, that if such action is taken without the Indemnifying Party's consent, its indemnification obligations in respect of such claim shall thereby be nullified. Any such Action may be settled, compromised, or paid by the Indemnifying Party without the Indemnified Party's consent, so long as such settlement or compromise does not cause the Indemnified Party to incur any present or future cost, expense, obligation or liability of any kind or nature.

- (c) In the event any Action involves matters partly within or partly outside the scope of the indemnification by the Indemnifying Party hereunder, then the attorneys' fees, costs, and expenses of contesting or defending such Action shall be allocated between the Indemnified Party and the Indemnifying Party as they shall agree. If such an allocation cannot be agreed upon, then the dispute shall be submitted to arbitration pursuant to Article XVIII.

ARTICLE XVIII

ARBITRATION

Section 18.01. General. In the event of any dispute between the parties hereto regarding any provision of this Agreement, (and in all events subject to the last sentences of Sections 11.05 and 24.04 hereof) either party may request that the matter be submitted to arbitration in accordance with the provisions of this Article XVIII. All such arbitration shall be conducted before a "Panel" designated in the manner hereinafter provided. Except as specifically provided for herein, all such arbitration shall be conducted in Chicago, Illinois in accordance with the rules of the American Arbitration Association, and the decision of each Panel shall be final and binding upon the parties and shall be enforceable by a court of competent jurisdiction.

Section 18.02. Panels. All disputes arising prior to the Completion Date and all disputes arising after the Completion Date but relating to the completion of Authority's Work or Team's Work (collectively "Pre-Opening Disputes") shall be decided by a single Panel, which shall be selected in accordance with the procedures set forth in Section 18.03, except that in selecting the Panel, the parties shall designate only persons who are licensed architects or engineers to serve thereon. The first such Panel so chosen prior to the Completion Date shall serve as the Panel for all subsequent Pre-Opening Disputes. Each dispute which is not a Pre-Opening Dispute shall be determined by a separate Panel designated as provided in Section 18.03.

Section 18.03. Composition of Panel. Each Panel shall consist of three (3) persons selected by the parties from a list of 20 persons furnished by the Chicago Chapter of the American Arbitration Association. In furnishing the list for a Pre-Opening Dispute, said organization shall be requested to furnish a list of 20 persons who are licensed architects or engineers. The Panel shall consist of persons who are acceptable to Authority and Team. In the event that within fifteen (15) days after the occurrence of a dispute, the parties have been unable to agree on a Panel, then representatives of the parties shall meet promptly and the following procedures shall be applicable: Team shall strike the name of a person on the list. Within one (1) hour thereafter, Authority shall strike a name from the list. At one-hour intervals thereafter, each party shall strike a name from the list. If any party fails to strike a name within the allotted time period, it shall forego its turn to strike a name. The last 3 names on the list shall constitute the Panel.

Section 18.04. Fees and Costs. In the event that any Panel determines that either party's position in the dispute was without merit, such party shall pay the other party's attorneys' fees and costs relating to the arbitration, including the costs and fees of the Panel, fees to the American Arbitration Association and other costs of such arbitration otherwise payable by such party in the arbitration proceedings. In all other cases, the parties shall share equally the costs of such arbitration and shall pay their own attorneys' fees.

ARTICLE XIX

ASSIGNMENT

Team shall not assign this Agreement, except with the prior written consent of Authority which consent may be withheld at the sole discretion of Authority. Notwithstanding the foregoing, it is agreed that this Agreement may be assigned, without the consent of Authority, to any person, firm, corporation or entity which acquires the Major League Baseball franchise now held by Team in accordance with applicable Major League rules and regulations; provided such assignee assumes Team's obligations hereunder and agrees to be bound hereby. Upon the assignment of the Agreement by Team with the consent of Authority, or to an entity where consent is not required, the liability of Team shall cease with respect to liabilities accruing from and after such transfer.

ARTICLE XX

AMENDMENT; WAIVER

No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. The failure of Team or Authority to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by Team or Authority of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of Authority or by an officer of Team. Neither the payment of Fees by Team or Subsidies by Authority, nor the receipt and retention by Authority of Fees or by Team of Subsidies, with knowledge of the breach of any covenant, agreement, term, provisions or condition herein contained, shall be deemed a waiver of such breach.

ARTICLE XXI

CONSENTS

No consent or approval by Authority or Team permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is executed.

ARTICLE XXII

DEFERRAL OF AUTHORITY'S MONETARY OBLIGATIONS

Subject to Subsection 1.03(e) and Section 23.02 hereof, whenever in this Agreement it is provided that Authority shall be required to pay any sum of money, whether to pay for Capital Repairs, to pay any Subsidy, liquidated damages, Property Taxes or Other Taxes, or other sums provided for in this Agreement, Authority shall not be deemed to be in default solely by reason of the non-payment thereof, provided that within 10 days after notice from Team of the non-payment of any such sum, Team shall be furnished a Chairman's Certificate to the effect that the sole reason for such non-payment is that Authority has no legally available funds with which to pay such sum after payment of or provision for payment of all other lawful obligations of Authority other than obligations unrelated to the Stadium or the Existing Stadium, and provided further:

- (a) Team shall thereupon be entitled to advance, on Authority's behalf, all sums which are required hereunder to be paid by Authority to third parties but which have not been paid by Authority. If the amount to be deferred represents a payment due to Team, Team shall be deemed to have advanced such amount on the tenth (10th) day following the serving to the Authority by Team of the notice of non-payment. All such actual advances to third parties or deemed advances by Team are collectively referred to as "Advances".
- (b) The amount of each Advance by Team shall be added to the Fee Credit Account as of the date of such Advance. In addition, interest on each such Advance, at the rate equal to the corporate base (or equivalent) rate charged from time to time by The First National Bank of Chicago, shall be credited monthly to the Fee Credit Account. Notwithstanding the foregoing, no interest shall accrue on any Other Tax Amount added to the Fee Credit Account..
- (c) Authority shall be required to repay all Advances, together with interest as aforesaid, if and to the extent that it subsequently has in its possession legally available funds, after payment of or provision for payment of all other lawful obligations of Authority other than obligations unrelated to the Stadium or the Existing Stadium; provided that the proceeds received by Authority from the collection of the Local Tax shall in any event be applied in accordance with the provisions of Sections 23.02, 23.03 and, if applicable, 23.07 hereof. So long as any Advances or interest thereon remains unpaid, the Authority shall furnish to Team, on the first day of each calendar quarter, a Chairman's Certificate confirming that all legally available funds have been applied in reduction of such Advances and interest thereon.

- (d) Notwithstanding anything in this Article XXII to the contrary, Authority shall not be entitled to the benefits of this Article, and Team shall be entitled to exercise the remedies in Article XXIV hereof, if and to the extent that the amount of the Advances (including accrued interest) at any time outstanding exceed either or both of the following:
 - (i) For obligations for liquidated damages then payable, up to a maximum of \$13,000,000; or
 - (ii) For any other sums then payable, a maximum of \$5,500,000.
- (e) Nothing contained in this Article XXII shall be deemed to excuse Authority's failure to complete its obligations pursuant to Section 1.02 and Article II by the dates therein provided strictly in accordance with the terms thereof. Accordingly, nothing in this Article XXII shall constitute a defense to Authority nor limit Team's rights in the event of a Major Default pursuant to Section 1.03 or a Completion Default pursuant to Section 2.04.

ARTICLE XXIII

LIEN ON CERTAIN REVENUES AND
RECEIPTS OF AUTHORITY; SUBORDINATION

Section 23.01. Covenant to Levy Local Tax. Authority hereby agrees to levy and provide for the collection of the tax authorized by Section 19 of the Act (the "Local Tax") at the maximum rate currently permitted by Section 19 of the Act.

Section 23.02. Grant of Lien on Local Tax. As further security for the observance and performance by Authority of its agreements and obligations under this Agreement, Authority hereby assigns and pledges to Team all right, title and interest of Authority in, under and to the proceeds received by Authority from the collection of the Local Tax. Authority represents and warrants that as of the date hereof the proceeds to be received by Authority from the collection of the Local Tax have not been pledged or otherwise encumbered except pursuant to this Section 23.02. Authority covenants that any future pledge or other encumbrance of such proceeds shall be subject to the lien or pledge created by this Article XXIII. So long as Team's subordinated lien on the Local Tax shall not have reverted to a first lien pursuant to Sections 23.03 and 23.07 hereof, Authority shall be entitled to use and apply the proceeds received by Authority from the collection of the Local Tax for any lawful corporate purpose of Authority free of the lien and pledge created by this Section 23.02 and without regard to the priorities of payment set forth in Section 23.07; provided that in the event of an Other Default by Authority, then Authority shall apply the proceeds received by Authority from the collection of the Local Tax, after reimbursement to the State of amounts then due pursuant to Section 19 of the Act and Section 23.03 hereof, only to pay or provide for the payment of all of Authority's obligations under this Agreement that are then due and unpaid, including any payments that have been deferred pursuant to Article XXII hereof, after which such proceeds may be used for any lawful corporate purpose of Authority free of the lien and pledge created by this Section 23.02.

Section 23.03. Subordination of Lien on Local Tax. Team agrees to subordinate its lien on the Local Tax to the right of the State to reimbursement of amounts not exceeding \$8,000,000 in each fiscal year of the State pursuant to the provisions of Section 19 of the Act in respect of amounts previously paid to Authority from the Advance Account of the Illinois Sports Facilities Fund. Such subordination shall be conditional, and Team's subordinated lien shall automatically revert to a first lien in any fiscal year of the State in the event that (a) Authority shall fail to certify to the State Comptroller and the State Treasurer for such fiscal year of the State the entire amount required to be certified pursuant to the provisions of Section 23.05 hereof, or (b) the Legislature shall fail to appropriate and the State shall fail to pay over to or on behalf of Authority amounts from the Illinois Sports Facilities Fund equal in the aggregate to \$18,000,000 for such fiscal year of the State during which this Agreement is in effect, or so much of such amount as shall have been certified by Authority to be required

for such fiscal year pursuant to Section 8.25-4 of "An Act in relation to State Finance", approved June 10, 1919, as amended (the "State Finance Act").

Section 23.04. Instruments of Further Assurance. Team agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such instruments of subordination and all such further acts, things, documents and instruments as Authority may reasonably request for the purpose of effecting and confirming the subordination referred to in Section 23.03 hereof.

Section 23.05. Covenant to Certify Need for State Taxes.

- (a) Authority agrees to certify to the State Comptroller and the State Treasurer for each fiscal year, in accordance with the provisions of Section 8.25-4 of the State Finance Act, amounts anticipated to be required for payment from the Illinois Sports Facilities Fund that are sufficient and available, up to the maximum amount of \$18,000,000 currently permitted by law and without taking into account any revenues or receipts of Authority, to provide for the payment of all of Authority's obligations under this Agreement.
- (b) Not later than 45 days prior to the date on which any certification referred to in the preceding paragraph (a) is required to be delivered to the State Comptroller and the State Treasurer, Authority shall deliver to Team a copy of its proposed certification, together with a copy of Authority's proposed budget of anticipated receipts and expenditures for the ensuing fiscal year on which such proposed certification was based. If Team shall disagree with any of Authority's estimates of anticipated receipts or expenditures as reflected in Authority's proposed budget and certification, Team shall notify Authority in writing of such disagreement, specifying the particulars thereof, not later than 30 days after Team's receipt of Authority's proposed budget and certification. If Authority accepts Team's proposed revisions, Authority shall modify its proposed certification to reflect such revised estimates and shall submit its certification, as so modified, to the State Comptroller and the State Treasurer in accordance with law. If Authority does not accept Team's proposed revisions, Authority shall submit its certification without modification to reflect Team's proposed revisions and the disagreement between Authority and Team with respect to such estimates shall be submitted to arbitration in accordance with Article XVIII hereof. Authority and Team agree to be bound by the decision of the Panel, and Authority shall amend, if necessary, its previously submitted certification in accordance with law to reflect such decision.

Section 23.06. Establishment of Reserve. Authority shall establish and maintain, from surplus moneys remaining in each fiscal year after payment or provision for payment of (a) the principal of, premium, if any, and interest on its Bonds or credit enhancement fees and deposits into any other funds or accounts required pursuant to the resolution, ordinance or indenture

authorizing and securing such Bonds, (b) all of Authority's monetary obligations to Team under this Agreement, and (c) all other ordinary and necessary expenses of Authority, other than repayments to the State pursuant to Section 19 of the Act in respect of amounts previously paid to Authority from the Subsidy Account of the Illinois Sports Facilities Fund, a reserve fund for subsequent payments of the type referred to in the preceding clauses (b) and (c) in an aggregate amount not less than the sum of the amounts referred to in the preceding clauses (b) and (c) for the most recently completed fiscal year. Authority may decrease the amount in such reserve fund at any time when the aggregate amount in such reserve fund is greater than the minimum amount required to be maintained in the reserve fund by this Section 23.06. Amounts need not be deposited into such reserve fund unless surplus moneys as referred to in this Section 23.06 are available to make deposits into it, but no repayment shall be made to the State pursuant to Section 19 of the Act in any fiscal year in respect of amounts previously paid to Authority from the Subsidy Account of the Illinois Sports Facilities Fund if, after giving effect to such repayment, the amount remaining on deposit in such reserve fund would be less than the amount specified in this Section 23.06.

Section 23.07. Application of Local Tax Receipts in Certain Events. In the event that Team's subordinated lien on the Local Tax shall revert to a first lien pursuant to the provisions of Section 23.03 hereof, Authority covenants that it will thereafter apply the proceeds received by Authority from the collection of the Local Tax on the first day of each month only as follows:

- (a) first, to pay or provide for the payment of all of Authority's obligations under this Agreement due or to become due during such month, including the curing of any deficiency in such payments from prior months;
- (b) second, to accumulate a reserve (separate from any reserve fund established pursuant to Section 23.06 hereof) equal to the difference between (i) the amount required to be certified for the then-current fiscal year pursuant to the provisions of Section 23.05 hereof and (ii) the amount, if any, appropriated by the Legislature for payment to or on behalf of Authority for such fiscal year, until all amounts required to be paid during such fiscal year pursuant to the preceding paragraph (a) shall have been paid, after which such proceeds and all amounts then on deposit in such reserve shall be applied in the manner set forth in the following paragraphs (c) and (d);
- (c) third, to deposit into the reserve fund established pursuant to Section 23.06 hereof such amount, if any, as shall be necessary to cause the aggregate amount on deposit in such reserve fund to equal the amount specified in Section 23.06 hereof; and
- (d) fourth, for any lawful corporate purpose of Authority.

In the event that, in any such month, Authority shall fail to make any payment required by the preceding paragraph (a), Authority shall thereafter deposit, or cause to be deposited, all proceeds received by Authority from the collection of the Local Tax into an escrow account to be established and maintained by

Authority with a bank or trust company designated by Team. Amounts on deposit in such escrow account shall be disbursed only for the purposes and in the order of priority set forth in this Section 23.07. At such time as all arrearages in the payments required by the preceding paragraph (a) shall have been made up and such payments have again become and remained current for a period of three successive months, deposits into such escrow account shall be discontinued, but deposits into such escrow account shall be resumed in the event that Authority shall thereafter in any subsequent month fail to make any payment required by the preceding paragraph (a).

Section 23.08. Non-Impairment Covenant. Authority pledges to and agrees with Team that the State will not limit or alter the rights and powers vested in Authority by the Act so as to impair the terms of this Agreement or in any way impair the rights and remedies of Team so long as Team is not in default hereunder. In addition, Authority pledges to and agrees with Team that the State will not limit the basis on which state funds are to be allocated, deposited and paid to Authority, or the use of such funds, so as to impair the terms of this Agreement.

ARTICLE XXIV

AUTHORITY OTHER DEFAULT; TEAM'S RIGHTS AND REMEDIES

Section 24.01. Other Default. The occurrence of any one or more of the following events constitutes an "Other Default" by Authority under this Agreement:

- (a) Failure by Authority to pay any Subsidies or other amount due and payable by it hereunder under circumstances where such failure is not excused by Article XXII hereof, within five (5) days after written notice thereof from Team to Authority;
- (b) Failure by Authority to observe or perform in any material respect any covenants or agreements set forth in Section 23.05 hereof if such failure shall continue for thirty (30) days after notice thereof from Team to Authority.
- (c) Failure by Authority to observe or perform in any material respect any other covenant, agreement, condition or provision of this Agreement wherein Team's remedies on account thereof are not otherwise specifically provided for in this Agreement, if such failure shall continue for one hundred eighty (180) days after notice thereof from Team to Authority; provided, however, that Authority shall not be in default with respect to matters which cannot reasonably be cured within one hundred eighty (180) days so long as within sixty (60) days after such notice Authority commences such cure and diligently proceeds to complete the same at all times thereafter. It is specifically agreed that neither a Major Default nor a Completion Default, nor the circumstances giving rise thereto, shall constitute an "Other Default".
- (d) The levy upon or under execution or the attachment by legal process of the interest of Authority in the Stadium hereunder, or the filing or creation by a third party of a lien in respect of such interest, which levy, attachment or lien shall not be released, discharged, contested or bonded against within one hundred eighty (180) days from the date of such filing;
- (e) Authority admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Authority or for the major part of its property;
- (f) A trustee or receiver is appointed for the Authority or for the major part of its property and is not discharged within one hundred eighty (180) days after such appointment;
- (g) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against Authority, and, if instituted against Authority, are allowed against

it or are consented to by it or are not dismissed within one hundred eighty (180) days after such institution;

Section 24.02. Remedies of Team. If an Other Default occurs, subject to the right of either party to demand arbitration under Article XVIII, Team shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and, to the extent not mutually exclusive, cumulative and shall not operate to exclude or deprive Team of any other right or remedy allowed it by law, including, without limitation, Team's right to advance any sums to be paid to third parties by Authority or otherwise remedy Authority's default and to be reimbursed by Authority for Team's costs and expense on account thereof:

- (a) Team may terminate this Agreement effective as of the end of the then current Season by giving to Authority not less than one hundred twenty (120) days' written notice of the Team's election to do so, in which event the Term of this Agreement shall end, and all obligations of the Team hereunder shall expire, on the date stated in such notice; and
- (b) Team may enforce the provisions of this Agreement and may enforce and protect the rights of the Team hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from the Authority under any of the provisions of this Agreement.
- (c) Upon the occurrence of any event which with the giving of notice or the passage of time would constitute an Other Default by Authority, and until such event has been cured by Authority, Team shall be excused from the payment of any Fees under Article III and other amounts which would otherwise be payable by Team hereunder. If such event is subsequently cured, any Fees or other amounts not paid by reason of this provision shall be paid without interest.

Section 24.03. Surrender of Possession by Team. If Team exercises the remedy provided for in subparagraph (a) of the foregoing Section 24.02, Team shall surrender possession and vacate the Stadium (or the Existing Stadium if Team is still playing its games there) on the effective date of termination and deliver possession thereof to the Authority.

Section 24.04. Disputes. Notwithstanding anything in this Article XXIV to the contrary, in the event Authority shall in good faith dispute Team's assertion that an action or non-action by Authority would, if not cured or corrected within the time period herein provided, constitute an Other Default hereunder, and Authority so notifies Team within ten (10) days of the date Authority receives notice of such assertion, such dispute shall, within ten (10) days after notice of such dispute by Authority, be submitted to arbitration as provided in Article XVIII hereof, in which event Authority's obligation to remedy or cure such action or non-action shall be suspended and Team shall not be entitled to exercise any remedy herein provided on account thereof, pending the final decision of the arbitration panel. If the final decision of the arbitration panel is that such action

or non-action by Authority would, if not cured or corrected, constitute an Other Default hereunder, then the applicable cure period provided in this Article XXIV shall begin to run as of the date on which Authority receives notice of the final decision of such arbitration panel. Nothing contained herein shall be deemed to limit Authority's right to dispute any alleged Other Default and submit same to arbitration hereunder provided that no demand for arbitration shall be made after the expiration of the applicable cure period therefor, unless Authority has cured the alleged Other Default and promptly thereafter notified Team that such cure does not constitute a waiver of Authority's right to dispute such alleged Other Default.

ARTICLE XXV

CERTAIN COVENANTS OF TEAM

Section 25.01. No Agreements Beyond Term. Team agrees that it will not enter into any agreement with concessionaires or others relating to Team's operations in the Stadium which would be binding upon the Authority beyond the Term.

Section 25.02. Advertising. Team agrees to advertise and promote events it conducts at the Stadium.

Section 25.03. Concessions. Team agrees to operate or enter into a contract or contracts for concessions for the patrons of the Stadium, including the Stadium Club and restaurant, where food and beverages will be served.

ARTICLE XXVI

TRANSFER OF FRANCHISE

Section 26.01. Agreement by Team. Team acknowledges that Authority will be irreparably harmed by the transfer of the Team's American League franchise to a location other than the Stadium during the Term of this Agreement if the Authority is not: (y) before May 1, 1989 (or May 15, 1989, in the event such Deadline Date is extended to May 15, 1989) in Major Default and (z) after May 1, 1989 (or May 15, 1989, in the event such Deadline Date is extended to May 15, 1989), in Other Default or Major Default hereunder. Accordingly, Team Agrees as follows:

- (a) Authority does not have an adequate remedy at law for breach of this Article XXVI.
- (b) Team shall not enter into any contract or agreement of any kind to transfer the Team's franchise to a location other than the Stadium unless (x) the proposed transfer of the franchise is conditioned upon the occurrence: (i) before May 1, 1989 (or May 15, 1989, in the event such Deadline Date is extended to May 15, 1989) of a Major Default by Authority; or (ii) after May 1, 1989 (or May 15, 1989, as the case may be), of an Other Default or Major Default by Authority, or (iii) of the expiration of the Term of this Agreement; and (y) a true and correct copy of such contract is delivered to Authority within two (2) business days following the execution thereof.
- (c) Team shall not make formal application to the American League for approval to transfer the Team's franchise to a location other than the Stadium if the approval sought would permit such transfer of the franchise prior to the occurrence (i) before May 1, 1989 (or May 15, 1989, in the event such Deadline Date is extended to May 15, 1989) of a Major Default by Authority, or (ii) after May 1, 1989 (or May 15, 1989, as the case may be), of an Other Default or Major Default by Authority, or (iii) of the expiration of the Term of this Agreement.
- (d) Subject only to the provisions of Sections 7.08 and 8.04 hereof and Team's rights as set forth in this Article XXVI in the event of an Other Default or Major Default by Authority, Team shall from and after the date hereof and until the expiration of this Agreement, play all of its American League Championship home games, home League Championship games and home World Series games each Season at the Existing Stadium until the first Season commencing not less than forty-five (45) days after the Completion Date, and in such Season and each Season thereafter, Team shall play all of its home games, home League Championship games and home World Series games at the Stadium.
- (e) Team agrees that in the event of a violation of this Article XXVI, Authority shall be entitled to seek and obtain an injunction from the Circuit Court of Cook County, Illinois or any other court of competent jurisdiction to enjoin any violation of this Article XXVI. Team shall be entitled to

demand a bond (to which demand Authority may object) and if such bond is required and a permanent injunction is entered against Team and such injunction is not dissolved by a final non-appealable judgment, Team shall promptly pay to Authority the premium for such bond paid by Authority.

- (f) In the event that Team enters into a contract to transfer the franchise conditioned upon the expiration of the Term and such contract is entered into more than one (1) year prior to the expiration of the Term, Team will forego its rights to any Ticket Subsidy for any Season(s) following the date on which such contract is entered into.

Section 26.02. Agreement by Authority. Authority acknowledges that Team may take certain actions in anticipation of a Major Default or Other Default by Authority hereunder, and in anticipation of the expiration of the Term. Accordingly, Authority agrees as follows:

- (a) It is specifically acknowledged and agreed by Authority that the provisions of this Article XXVI shall in no way prohibit Team (i) from entering into a contract at any time prior to May 15, 1989 to transfer the franchise so long as the Team is under no legal obligation whatsoever to transfer such franchise prior to an occurrence of a Major Default, or (ii) from entering into a contract at any time subsequent to May 15, 1989 to transfer the Team's American League franchise so long as Team is under no legal obligation whatever to transfer such franchise prior to an occurrence of a Major Default or an Other Default or the expiration of the Term.
- (b) Authority acknowledges it has been advised by Team that Team is presently negotiating and expects to shortly consummate an agreement with St. Petersburg, Florida whereunder the Team would be legally obligated to transfer its franchise to St. Petersburg, Florida in the event of a Major Default by Authority. Authority specifically agrees that the aforesaid negotiations with representatives of St. Petersburg, Florida (or another location) and the entering into of a contract by Team with St. Petersburg, Florida (or another location) as aforesaid shall in no manner excuse Authority from its obligations pursuant to Section 1.02 hereof, and subject to Team's compliance with Subsection 26.01(b) hereof, Authority agrees that it will not raise the St. Petersburg, Florida (or another location) negotiations or contract or any matters related thereto (including seeking approval to transfer the Team's franchise in compliance with Subsection 26.01(c) hereof), as a defense in the event of a Major Default under Section 1.02.

ARTICLE XXVII

MISCELLANEOUS

Section 27.01. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied, between them or other than as herein set forth or as specifically referred to herein. This Agreement is intended to be an integration of all prior or contemporaneous promises or agreements, conditions or undertakings between the parties hereto.

Section 27.02. Default Interest; Attorneys' Fees. Except for Advances, all amounts payable hereunder by either party shall, from and after the date on which such party is in default in the payment thereof, bear interest at the rate of two (2%) per annum in excess of the corporate base (or equivalent) rate charged from time to time by The First National Bank of Chicago. Should any party hereto be required to enforce any of the provisions of this Agreement as between itself and the other party hereto, through legal proceedings in a court of law or otherwise, the prevailing party shall be entitled to receive all of its costs and expenses of enforcement including reasonable attorneys' fees.

Section 27.03. Notices. All notices, consents, approvals, demands and submissions (hereinafter collectively referred to as a "Notice") shall be in writing and shall be served as provided in this Article (except as otherwise provided in this Agreement). Any notice to Authority shall be deemed properly given if delivered personally (or by bonded courier) to Authority at One First National Plaza, Suite 2785, Chicago, Illinois 60603 (or other address designated by notice so given), to the attention of the Chairman or Executive Director thereof or to the Authority offices at the Stadium addressed to the attention of the individual regularly in charge thereof. Authority shall notify Team of the name of such individual in charge of the Authority offices at the Stadium and Notices may thereafter be delivered to such individual until Team has been notified in writing by Authority that some other individual is in charge of the Authority offices and authorized to receive Notices. Any notice to Team shall be deemed properly given if delivered personally (or by bonded courier) to Team at its business offices in the Stadium (or the Existing Stadium while Team offices are still located there, or other address designated by notice so given), addressed to the attention of the Executive Vice President, President or Chairman of the Board of Team or to any other employee of Team whom Team has designated in a Notice to Authority as an individual authorized to receive Notices hereunder. Any notice shall be deemed to have been given when such personal service is effected or delivery is refused.

Section 27.04 Chairman's Certificate. Whenever in this Agreement reference is made to a "Chairman's Certificate", such reference shall mean a certificate delivered by the Chairman of the Authority in his representative capacity on behalf of the Authority, and such Certificate shall not be binding on such Chairman, or cause such Chairman to incur personal liability to Team as a result of any inaccuracies, omissions or misstatements therein, but any such Certificate shall in all events constitute a certification by the Authority and Authority shall be fully liable for any inaccuracies, omissions or material misstatements contained in any such Certificate.

Section 27.05. Reasons for Disapproval. Whenever in this Agreement a party is given the right to approve or disapprove any matter or action, such approval or disapproval shall not be unduly delayed and any disapproval shall be reasonable and shall state the reasons therefor, except where it is specifically provided that a party may withhold approval or otherwise act in its sole discretion.

Section 27.06. Successor Bound. The covenants, terms provisions and conditions of this Agreement shall be binding upon and inure to the benefit of Authority and Team and their respective successors and, to the extent permitted herein, assigns.

Section 27.07. Governing Law. This Agreement is made, and shall be construed, under the laws of the State of Illinois.

Section 27.08. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

Section 27.09. Pronouns. Wherever appropriate herein, the singular includes the plural and the plural includes the singular.

Section 27.10. Execution of Counterparts. This Agreement must be simultaneously executed in several counterparts, each of which should be an original and all of which shall constitute but one and the same instrument.

Section 27.11. Confidentiality. Authority hereby agrees that all information furnished to Authority by Team pursuant to the provision hereof shall, to the extent permitted by law, be held in strict confidence.

Section 27.12. Information Reporting. Notwithstanding the provisions of Section 27.11 hereof, Team agrees to furnish Authority with such information relating to Team as shall be necessary, in the opinion of Chapman and Cutler, bond counsel, to enable Authority to issue its Bonds in compliance with the applicable requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended or any predecessor provision of the Internal Revenue Code of 1954, as amended; and Team consents to the inclusion of such information in the Internal Revenue Service Form 8038 (Information Return for Private Activity Bond Issues) filed by Authority in connection with the issuance of the Bond.

ARTICLE XXVIII

CONDITIONS SUBSEQUENT TO TEAM EXECUTION

The date hereof, being the day and year first above written, is the date of execution and delivery of this Agreement by Team. Such date precedes the dates of enactment and effectiveness of "An Act to amend the Illinois Sports Facilities Authority Act and certain acts named herein", a bill for the enactment of which is pending in the Illinois General Assembly on the date hereof in the form attached hereto as Exhibit G (the "Proposed Amendment"). References in this Agreement to the Act, and to Sections of the Act, are to the Act as amended by the Proposed Amendment and are based upon the assumed enactment and effectiveness of the Proposed Amendment. This Agreement shall be voidable at the option of Team, and of no further force or effect in the event of the Team's exercise of such option, if by July 28, 1988 each and every of the following conditions shall not have been satisfied:

(a) The Proposed Amendment (i) shall have been enacted by the Illinois General Assembly in the form attached hereto as Exhibit G, before adjournment of its 1988 Spring Session, without any changes except such changes, if any, therein as shall have been approved in writing by Team, or as shall not relate to or affect in any respect the respective rights and obligations of Authority and Team hereunder, (ii) shall have been duly approved by the Governor of the State of Illinois, and (iii) shall be in full force and effect;

(b) Authority shall have duly authorized and executed this Agreement and shall have delivered a fully executed counterpart of this Agreement to Team;

(c) Mayer, Brown & Platt, counsel to Authority, shall have delivered to Team its written opinion in the form attached hereto as Exhibit H, with only such changes, if any, therein as shall have been approved in writing by Team;

(d) Arvey, Hodes, Costello & Burman, counsel to Authority, shall have delivered to Team its written opinion in the form attached hereto as Exhibit I, with only such changes, if any, therein as shall have been approved in writing by Team; and

(e) Chapman and Cutler, bond counsel, shall have delivered to Team its written opinion in the form attached hereto as Exhibit J, with only such changes, if any, therein as shall have been approved in writing by Team.

ARTICLE XXIX

LEAGUE APPROVAL

This Agreement shall be null and void, and of no further force or effect, if within thirty (30) days after execution by Authority, this Agreement has not been approved by the Commissioner of Baseball and the President of the American League. After execution hereof by Authority, Team shall promptly request such approval.

ARTICLE XXX

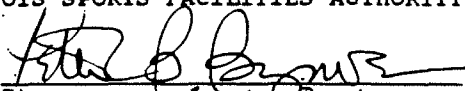
BOARD APPROVAL

This Management Agreement shall not be binding upon Team unless approved by the Board of Directors of the General Partner of Team by 11:59 P.M., July 7, 1988. In the event such approval does not occur, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on July 28, 1988 but effective as of the day and year first above written.

AUTHORITY:

ILLINOIS SPORTS FACILITIES AUTHORITY

By: 
Its: Executive Director

TEAM:

CHICAGO WHITE SOX, LTD., an Illinois limited partnership

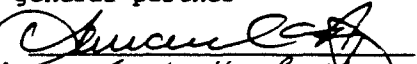
By: CHISOX CORPORATION
Its general partner
By: 
Its: Executive Vice President

EXHIBIT A-1
LEGAL DESCRIPTION

EXHIBIT A-1

Parcel A:

That property located within the City of Chicago bounded by 33rd Street on the North, Normal Street on the West, 35th Street on the South and the Western most part of the right-of-way of the Chicago and Western Indiana R.R. on the East.

Parcel B:

That property located within the City of Chicago bounded by 33rd Street on the North, the Eastern most part of the right-of-way of the Conrail R.R. on the West, 37th Street on the South and Wentworth Avenue on the East

with the exception of the following:

That property in LeMoynes subdivision of the South 1/2 of Block 19 of Canal Trustees' subdivision of Section 33, Township 39 North, Range 14 East of the third principal meridian, bounded on the east by Wentworth Avenue, on the South by 37th Street, on the West by Wells Street and on the North by the center line of the vacated East and West 8-foot alley lying north of and adjoining lot 27 and the south line of the north 16 feet of lot 24 (as extended to the East line of lot 27),

also excepting:

(Board of Education)

(Parcel 401-30 - 3624-58 S. Wells St.)

Lots 51 to 70, both inclusive, Lot 93 (except the North 16 ft. thereof) and Lots 94 and 101 together with all adjoining vacated alleys in LeMoynes subdivision of the South 1/2 of Block 19 of the Canal Trustees subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian.*

also excepting:

Lots 1 to 7, both inclusive, in the subdivision of Lots 85, 96, 97, 98, 99 and 100 in LeMoynes subdivision of the South 1/2 of Block 19 of the Canal trustees subdivision, aforesaid.*

also excepting:

ARMOUR PARK, said parcel being bounded by 33rd Street on the North, Shields Avenue on the West, 34th Street on the South and Wells Street on the East. *

Parcel C:

That property located within the City of Chicago bounded by 37th Street on the North, the Eastern most part of the right-of-way of the Conrail R.R. on the West, 38th Street on the South and Princeton Avenue on the East.

All in Cook County, Illinois.






*"Public Property"

EXHIBIT A-2
SITE PLAN INCLUDING DESCRIPTION OF
COMMERCIAL AND CITY PROPERTIES

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ACQUISITION PARCEL MAP

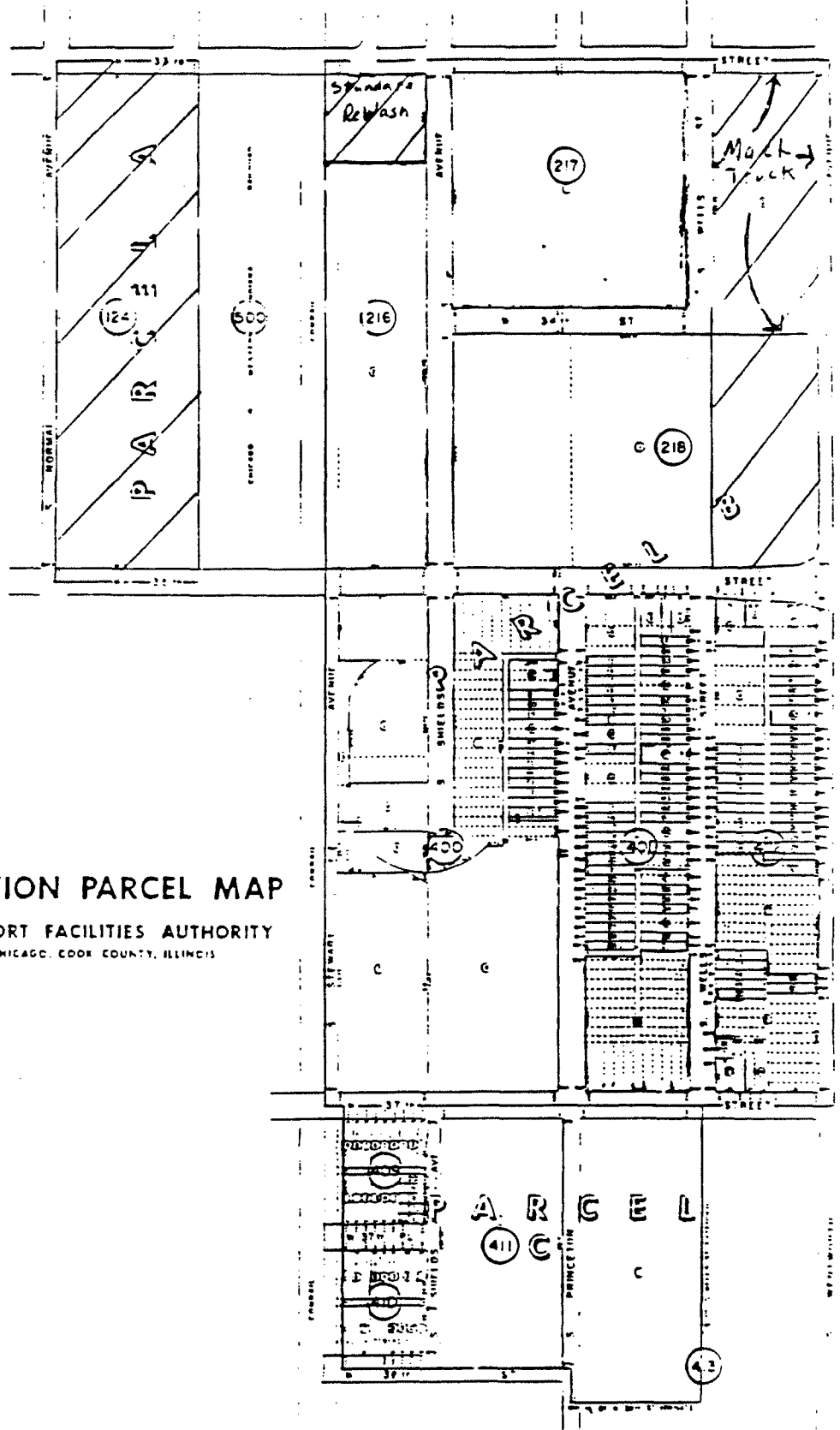
ILLINOIS SPORT FACILITIES AUTHORITY
CITY OF CHICAGO, COOK COUNTY, ILLINOIS

-  RESIDENTIAL PARCELS
-  COMMERCIAL PARCELS
-  MIXED USE PARCELS
-  CITY PARCELS
-  HUD PARCEL

ENGINEERED BY
MAZOWATSE, WYNS & ASSOC., INC.
ENGINEERS & ARCHITECTS
200 N. LAUREL ST. CHICAGO, ILL. 60610

EXHIBIT A-3
1989 PARKING AREAS

ACQUISITION PARCEL MAP
 ILLINOIS SPORT FACILITIES AUTHORITY
 CITY OF CHICAGO, COOK COUNTY, ILLINOIS



PREPARED BY
 NAKAWATASE WYNS & ASSOC., INC.
 ENGINEERS & SURVEYORS
 100 N. LAUREL ST. CHICAGO, ILL. 60610

EXHIBIT B
EXISTING STADIUM LEASE

EXHIBIT B

LEASE

THIS INDENTURE, made _____, 19____ between:
ILLINOIS SPORTS FACILITIES AUTHORITY, a political subdivision, body politic and municipal corporation
hereinafter sometimes referred to as Lessor, and
CHICAGO WHITE SOX, LTD., an Illinois limited partnership
hereinafter sometimes referred to as Lessee,

WITNESSETH:

PREMISES

Section 101. Lessor, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Lessee to be kept, observed and performed, does by these presents, demise and lease to Lessee and Lessee hereby hires and lets from Lessor the real estate located at known as CONASKEY 324 W. 35th Street, Chicago, Illinois and certain associated parking areas, all as hereinafter provided, subject to covenants, agreements and restrictions of record.

Section 102. Said real estate and improvements are sometimes herein referred to as "demised premises."

TERM SEE RIDER (R3)

Section 201. The term of this Lease shall commence on the first day of the calendar month after completion of construction of a new building and other improvements to be constructed by Lessee on the demised premises, as hereinafter provided, and shall end _____ years thereafter unless sooner terminated as herein set forth.

Section 202. Lessor and Lessee shall execute an instrument fixing the date of commencement and termination of the term of this Lease.

Section 203. The term as so fixed is sometimes herein referred to as "original term."

CONSTRUCTION OF IMPROVEMENTS

Section 301. Lessor agrees to construct on the demised premises

all in accordance with plans and specifications prepared by heretofore approved by Lessee, attached hereto as Exhibit B

Section 302. Lessor shall diligently proceed with such construction and shall complete the same and deliver possession thereof to Lessee on _____ provided, however, if construction is delayed because of delay in securing a building permit, failure of Lessee to approve the plans and specifications changes in construction requested by Lessee, strikes, lockouts, act of God or the public enemy, governmental restrictions, unavailability of materials or other matters beyond the control of Lessor, then the time of completion of such construction shall be extended for the additional time caused by such delay. Taking of possession by Lessee shall be deemed conclusively to establish that the demised premises have been completed in accordance with Exhibit B and clear of all effects and claims against Lessor.

RENTAL

Section 401. In consideration of the leasing, aforesaid Lessee agrees to pay Lessor, in coin or currency which at the time or times of payment is legal tender for public or private debts in the United States of America payable to Lessor at Suite 2785, One First National Plaza, Chicago, IL 60602

annually or as Lessor may otherwise from time to time designate in writing, a total rent of \$1.00 per year payable monthly in advance in installments of \$_____ each, commencing on the first day of the term and continuing on the first day of each month thereafter for the next succeeding years months. Any installment of rent accruing under the provisions of this Lease which shall not be paid when due, shall bear interest at the rate of ten per cent (10%) per annum from the date when the same is due hereunder until the same shall be paid.

Section 402. In the event construction is completed and the demised premises are delivered to and accepted by Lessee, prior to the date of commencement of the term of this Lease, rental shall be paid on a prorata basis from the date of such delivery of such possession to date of the commencement of the term.

SEE RIDER (R5)

TAXES AND ASSESSMENTS

Section 501. Lessee further agrees to pay as additional rent for the demised premises, all taxes and assessments, general and special, water rates, utilities and all other impositions, ordinary and extraordinary, of every kind and nature, whatsoever, which may be levied, assessed or imposed upon the demised premises or any part thereof or upon any building or improvements at any time situated thereon, accruing or becoming due and payable during the term of this Lease and any extension thereof, provided, however, that the general taxes levied against the demised premises shall be prorated between Lessor and Lessee as of the date of commencement of the term hereof for the first year of the term of this Lease, and as of the date of expiration of said term for the last year of the term hereof and any extensions thereof, all on the basis of the then last available tax bills. Benefit may be taken by Lessee of the provisions of any statute or ordinance permitting any assessment to be paid over a period of years. SEE RIDER (R6)

~~Section 502. As security for the obligations contained in Section 501, Lessor shall deposit monthly with Lessee or such other entity as Lessor may designate, on the first day of each and every month of the Lease term, a sum equal to 1/12th of the last ascertainable amount (or at Lessor's election, if Lessor's interest hereunder is subject to the lien of a mortgage or trust deed, a sum equal to 1/12th of the mortgagee's estimate of the current amount) of general real estate taxes and annual installments of special assessments levied with respect to the demised Premises (and, also insurance premiums as required under the terms of Section 801 and Section 901 of this Lease), which monthly deposits shall be held by Lessor in such account or accounts as may be authorized by then current state or federal banking laws, rules or regulations and which monthly deposits shall be used as a fund to be applied, to the extent thereof, to the payment of said general real estate taxes, special assessments and insurance premiums as the same become due and payable. The existence of said fund shall not limit or alter Lessee's obligation to pay the taxes, assessments or premiums respecting which the fund was created; provided, however, that said fund shall be fully utilized for the payment of such taxes, assessments or premiums. The amount of the fund shall be re-adjusted annually, on the first day of January in each year of the Lease term, to reflect the actual amount of said taxes, assessments or premiums. Lessee shall not be entitled to interest on said fund.~~

Section 503. Nothing herein contained shall be construed to require Lessee to pay any franchise, inheritance, estate, succession or transfer tax of Lessor or any income or excess profits tax assessed upon or in respect of any income of Lessor or chargeable to or required to be paid by Lessor unless such tax shall be specifically levied against the income of Lessor derived from the rent by this Lease reserved, expressly and as and for a specific substitute for the real estate taxes, in whole or in part, upon the demised premises or the improvements situated thereon in which event said rent shall be considered as the sole income of Lessor.

Section 504. Lessee further agrees to deliver to Lessor, duplicate receipts or photostatic copies thereof showing the payment of all said taxes, assessments, and other impositions, within thirty (30) days after the respective payments evidenced thereby.

Section 505. Lessor shall, at its option, have the right at all times during the term hereof to pay any such taxes, assessments or other charges or impositions not paid by Lessee, and the amounts so paid, including reasonable expenses, shall be so much additional rent due at the next rent day after any such payments, with interest at the rate of ~~ten~~ ^{fifteen} per cent (15%) per annum from the date of payment thereof.

Section 506. Lessee shall not be required to pay any tax, assessment, tax lien or other imposition or charge upon or against said demised premises or any part thereof or the improvements at any time situated thereon so long as Lessee shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the tax, assessment, tax lien or other imposition or charge so contested, provided that, pending any such legal proceedings Lessee shall give Lessor such reasonable security as may be demanded by Lessor to insure payment of the amount of the tax, assessment, tax lien or other imposition or charge, and all interest and penalties thereon.

Section 507. In the event that Lessee at any time institutes suit to recover any tax, assessment, tax lien or other imposition or charge paid by Lessee under protest in Lessor's name, Lessee shall have the right, at its own sole expense, to institute and prosecute such suit or suits in Lessor's name, in which event Lessee covenants and agrees to indemnify Lessor and save it harmless from and against all costs, charges or liabilities in connection with any such suit. All funds recovered as a result of any such suit shall belong to Lessee.

USE

Section 601. The demised premises shall be used for a stadium for baseball, concerts and other events for viewing by the general public, and incidental uses (e.g., office and administrative use, locker room facilities) and parking, or any other lawful purpose.

Lessee shall not use or occupy the demised premises or permit the demised premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements or cause the value or usefulness of the demised premises or any part thereof to diminish or which would constitute a

*SEE RIDER (R7)

~~Notwithstanding the foregoing, Lessee shall have no further obligations under this Section from and after the date Lessee advises TPA of its determination that the Stadium will be complete by the opening March, 1 pursuant to the Management Agreement to which this exhibit is attached.~~

public or private nuisance or waste, and Lessee agrees that it will, promptly upon discovery of any such use, take necessary steps to compel the discontinuance of such use and to oust the sub-tenants or occupants guilty of such use.

MAINTENANCE OF PREMISES reasonably consistent with Lessee's ~~current practice~~ ^{current practice}

Section 701. Lessee further agrees, at its expense to keep the demised premises in good repair and in a clean and wholesome condition and to at all times fully comply with all health and police regulations in force and also that it will keep the improvements at any time situated upon the demised premises and all sidewalks and areas adjacent thereto, as well as in the area thereof, safe and secure and conformable to the lawful and valid requirements of any municipality in which said demised premises may be situated and of all other public authorities, and will make, at its own expense, all additions, improvements, alterations and repairs on the demised premises and on and to the appurtenances and equipment thereof required by any lawful authorities or which may be made necessary by the act or neglect of any other person or corporation (public or private), including supporting the streets and alleys adjoining the demised premises, and will keep Lessor harmless and indemnified at all times against any loss, damage, cost or expense by reason of the failure so to do in any respect or by reason of any accident, loss or damage resulting to persons or property from any use which may be made of said premises or of any improvements at any time situated thereon or by reason of or growing out of any act or thing done or omitted to be done upon said premises or in any building at any time situated thereon; and Lessee agrees that it will save, hold and keep Lessor and the demised premises free and clear of and from any and all claims, demands, penalties, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, arising out of any damage which may be sustained by adjoining property or adjoining owners or other persons or property in connection with any remodeling, altering or repairs of any building or buildings on the demised premises or the erection of any new building or buildings thereon. *

LIABILITY AND BOILER INSURANCE

SEE RIDER (R7)

Section 801. Lessee further agrees that it will at all times during the term hereof carry and maintain, for the mutual benefit of Lessor and Lessee, general public liability insurance against claims for personal injury, sickness or disease, including death and property damage in, on or about the demised premises, or in, on or about the street sidewalks or premises adjacent to the demised premises, such insurance to afford protection to the limit of not less than \$ ~~100,000~~ in respect to each person, and to the limit of not less than \$ ~~100,000~~

in respect to any one occurrence causing bodily injury or death, and to the limit of not less than \$ ~~100,000~~ in respect to property damage, and will also carry, for the mutual benefit of Lessor and of Lessee, if any is required, steam boiler insurance on all steam boilers, pressure vessels and other similar apparatus, including piping, in such amounts as Lessor may from time to time reasonably require. Lessee shall furnish Lessor with a duplicate certificate or certificates of such insurance policy or policies. All such insurance shall be procured from a responsible insurance company or companies satisfactory to Lessor and to Lessee's mortgagee as authorized to do business in the state where the demised premises are located and may be obtained by Lessee with endorsement on its blanket insurance policies, provided the insurance company or companies are satisfactory to Lessor. All such policies shall provide that the same may not be cancelled or altered except upon ten (10) days' prior written notice to Lessor.

Section 802. In case any action or proceeding shall be commenced against Lessor growing out of any such loss, cost, damage or expense, Lessor may give written notice of the same to Lessee and thereafter Lessee shall assume and discharge all obligation to defend the same and save and keep Lessor harmless from all expenses, counsel fees, costs, liabilities, judgments and executions in any manner growing out of, pertaining to or connected therewith.

Section 803. Lessee will, at all such times as there may be one or more passenger or freight elevators in a building on the premises, during the term hereof, and any extensions thereof, carry and maintain elevator liability insurance, for the mutual benefit of Lessor and Lessee, in an amount, in form and with companies satisfactory to Lessee.

FIRE INSURANCE

SEE RIDER (R8)

Section 901. Lessee shall at all times during the term of this Lease at its expense keep in effect insurance on all buildings and improvements on the demised premises against loss by fire, the risks covered by what is commonly known as "extended coverage," malicious mischief and vandalism, in an amount equal to the full replacement value but not less than that required by Lessor's mortgagee from time to time, of such buildings and improvements. The policy or policies evidencing such insurance shall be written by a company or companies satisfactory to Lessor and to Lessee's mortgagee and authorized to do business in the state where the demised premises are located, shall name Lessor and Lessee as insureds thereunder, and shall provide that losses shall be paid to said insureds as their respective interest may appear. At the request of Lessor, a mortgage clause may be included in said policies covering Lessor's mortgage. Said policies shall contain a waiver by the insurance company of recourse against Lessee and its agents because of any act or negligence of Lessee and shall further provide that the same shall not be cancelled or altered except upon ten (10) days' prior written notice to Lessor and to mortgagee. The original of such policies shall be deposited with Lessor who may deposit the same with its mortgagee.

Section 902. In case Lessee shall at any time fail, neglect or refuse to insure such buildings and improvements and to keep the same insured as hereinabove provided, then Lessor may, at its election, procure or renew such insurance, and any amounts paid therefor by Lessor shall be so much additional rental due at the next rent day after such payment, with interest at the rate of ten per cent (10%) per annum from the date of payment thereof.

*SEE RIDER (R9)

~~Notwithstanding the foregoing, Lessee shall have no further obligations under this Section from and after the date Lessee advises Team of its determination that the Stadium will be complete by the ensuing March 1 pursuant to the Management Agreement to which this exhibit is attached.~~

~~Section 903. Not less frequently than once in each five (5) years after the commencement of the term hereof, Lessee shall furnish, at its expense, to Lessor, insurance appraisals such as are regularly and ordinarily made by insurance companies, if procurable for such purpose, in order to determine the then replacement value of the buildings, fixtures and improvements on the demised premises.~~

Section 904. It is further agreed that, in the event of loss under any such policy or policies, the insurance proceeds shall be paid out upon architects' certificates for the expense of repairing or rebuilding the buildings or improvements which have been damaged or destroyed, provided, however, that it shall first appear to the satisfaction of Lessor that the amount of insurance money in its hands shall at all times be sufficient to pay for the completion of said repairs and rebuilding; and upon the completion of said repairs or rebuilding, free from all liens of mechanics and materialmen and others, any surplus of insurance money shall be paid to Lessee.

~~Section 905. Lessee further agrees that, at Lessor's written request, and provided such insurance is obtainable from an agency of the United States Government, if and when obtainable, it will procure and maintain so-called war risk and war damage insurance on the improvements located upon the demised premises for not less than ninety (90%) per cent of their full insurance value above foundation. Such insurance shall provide for payment of loss thereunder to Lessor and Lessee, as their interests may appear, and shall at Lessor's request, contain a mortgage clause in favor of Lessor's mortgagee and the policies or certificates evidencing such insurance shall be delivered to Lessor within sixty (60) days after demand, and renewals thereof shall be delivered to Lessor at least ten (10) days prior to the expiration dates of the respective policies. The provisions of Section 904 of this Lease shall apply with respect to any loss payable under any such policy or policies of insurance.~~

DAMAGE OR DESTRUCTION

Section 1001. Lessee further agrees that in case of damage to or destruction of any building or improvements on the demised premises or of the fixtures and equipment therein, by fire or other casualty, it will promptly, at its expense, repair, restore or rebuild the same, ~~to the extent that it shall deem necessary or desirable in connection with~~ the requirements of its business, provided that, upon the completion of such repairs, restoration or rebuilding, the value and rental value of the buildings and improvements upon the demised premises shall be substantially equal to the value and rental value of the buildings and improvements thereon immediately prior to the happening of such fire or other casualty. ~~Rent shall not abate during the period of such repair, restoration or rebuilding or if the improvements are not tenable because of such damage or destruction.~~

Section 1002. Before commencing such repairing, restoration or rebuilding, involving an estimated cost of more than \$ 250,000.00, (a) plans and specifications therefor, prepared by a reputable licensed architect, shall have been submitted to and approved by Lessor; (b) Lessee shall have furnished to Lessor, an estimate of the cost of the proposed work, certified to by the architect by whom such plans and specifications shall have been prepared; and (c) Lessee shall either have furnished to Lessor a bond on which Lessee shall be principal, and a surety company, authorized to do business in the state where the demised premises are located, satisfactory to Lessor, shall be surety, and which bond shall be in form satisfactory to Lessor, conditioned upon the completion of and payment in full for such work within a reasonable time, subject, however, to delays occasioned by strikes, lockouts, acts of God, governmental restrictions or similar causes beyond the control of Lessee, or other security satisfactory to Lessor to insure payment for the completion of all work free and clear of liens.

LIENS

Section 1101. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to said demised premises, nor shall the interest or estate of Lessor in said demised premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee, and any claim to or lien upon said demised premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall in all respects be subject and subordinate to the paramount title and rights of Lessor in and to said premises and the buildings and improvements thereon. Lessee will not permit the demised premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the demised premises by or at the direction or sufferance of Lessee; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Lessee shall give to Lessor such security as may be demanded by Lessor to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the demised premises by reason of non-payment thereof; provided, on final determination of the lien or claim for lien, Lessee will immediately pay any judgment rendered, with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied.

Section 1102. In case Lessee shall fail to contest the validity of any lien or claimed lien and give security to Lessor to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Lessor may, at its election (but shall not be required so to do,) remove or discharge such lien or claim for lien (with the right, in its discretion, to settle or compromise the same), and any amounts advanced by Lessor for such purposes shall be so much additional rental due from Lessee to Lessor at the next rent day after any such payment, with interest at the rate of ~~ten~~ fifteen (15%) per annum from the date of payment thereof.

fifteen 15

Except to the extent the Management Agreement is assignable

CONDEMNATION

Section 1201. In the event the whole of the demised premises, or so much thereof, including however a portion of the building or buildings, shall be taken or condemned for a public or quasi-public use or purpose by any competent authority and as a result thereof the balance of said premises cannot be used for the same purpose as before such taking or condemnation, then and in either of such events, the term of this Lease shall terminate when possession of the demised premises shall be required for such use or purpose, and any award, compensation or damages (hereinafter sometimes called the "award"), shall be paid to and be the property of Lessor.

Section 1202. In the event only a part of the demised premises shall be taken or condemned for a public or quasi-public use or purpose by any competent authority, and as a result thereof the balance of said premises can be used for the same purpose as before such taking or condemnation, this Lease shall not terminate and Lessee, at its sole costs and expense, shall repair and restore the premises and all improvements thereon. Any award paid as a consequence of such taking or condemnation, shall be paid to Lessee and be applied to the cost of said repairing and restoration. Any sums remaining after such application shall be paid to Lessor. There shall be no abatement or reduction in the fixed rental because of such taking.

RENT ABSOLUTE

Section 1301. Except as otherwise specifically provided herein, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the demised premises, by fire, the elements or any other cause whatsoever whether with or without fault on the part of Lessee, shall not terminate this Lease or entitle Lessee to surrender the demised premises or entitle Lessee to any abatement of or reduction in the rent payable, or otherwise affect the respective obligations of the parties hereto, any present or future law to the contrary notwithstanding. If the use of the demised premises for any purpose should, at any time during the term of this Lease, be prohibited by law or ordinance or other governmental regulation, or prevented by injunction, or if there be any eviction by title paramount this Lease shall not, except as otherwise specifically provided herein, be thereby terminated, nor shall Lessee be entitled by reason thereof to surrender the demised premises or to any abatement or reduction in rent, nor shall the respective obligations of the parties hereto be otherwise affected unless such eviction is due to the act of Lessor or any person or persons claiming any interest in the demised premises by or under Lessor.

ASSIGNMENT BY LESSEE may be withheld for any reason.

Section 1401. Lessee shall not assign this Lease without the written consent of Lessor, which consent shall be unreasonably withheld, and no such assignment shall relieve Lessee of its obligations hereunder and Lessee shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment had been made. ~~SEE RIDER~~

~~Section 1402. Lessee may, without Lessor's consent, assign this Lease to any corporation resulting from a merger or consolidation of the Lessee, provided that the total assets and net worth of such assignee after such consolidation or merger shall be more than that of Lessee immediately prior to such consolidation or merger, and provided that Lessee is not at such time in default hereunder, and provided further that such successor shall execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Lessee hereunder and deliver the same to Lessor, whereupon Lessee shall be discharged from any further liability hereunder.~~

Section 1403. Lessee shall not allow or permit any transfer of this Lease, or any interest hereunder, by operation of law, or convey, mortgage, pledge, or encumber this Lease or any interest hereunder.

ANNUAL STATEMENTS

~~Section 1501. Lessee further agrees to furnish Lessor annually within _____ days of the end of each fiscal year, with a copy of its annual audited statement, and agrees that Lessor may deliver such statements to mortgagee.~~

INDEMNITY FOR LITIGATION

Section 1601. Lessee further agrees to pay all costs and expenses, including attorney's fees, which may be incurred by or imposed on Lessor either in enforcing this Lease or in any litigation to which Lessor, without fault on its part, may be made a party, and if paid by Lessor, shall be so much additional rent due on the next rent date as such payment together with interest at ~~ten~~ ^{fifteen} per cent (10%) per annum from the date of payment.

ESTOPPEL CERTIFICATE BY LESSEE

Section 1701. Lessee further agrees at any time and from time to time, upon not less than twenty (20) days prior written request by Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the date to which the rental and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section 1701. shall be relied upon by any prospective purchaser of the fee, or mortgagee or assignee of any mortgage upon the fee, in the demised premises.

INSPECTION OF PREMISES

Section 1801. Lessee agrees to permit Lessor and the authorized representatives of Lessor, to enter the demised premises at all reasonable times during business hours for the purpose of inspecting the same.

FIXTURES

Section 1901. All buildings and improvements and all plumbing, heating, lighting, electrical and air-conditioning fixtures and equipment and other articles of personal property used in the operation of such buildings as such (as distinguished from operations incident to the business of Lessee) now or hereafter located upon said land, together with all duct electrical lines, whether or not attached or affixed to said land or any buildings thereon, sometimes herein referred to as "building fixtures," shall be and remain a part of the real estate and shall constitute the property of Lessor.

Section 1902. All of Lessee's trade fixtures and all personal property, fixtures, apparatus, machinery and equipment now or hereafter located upon said land, other than building fixtures as defined in Section 1901 hereof, and owned by Lessee or any other occupants of the demised premises and whether or not the same are affixed thereto, shall be and remain the personal property of Lessee or such other occupants, and the same are herein sometimes referred to as "Lessee's equipment."

Section 1903. Lessee's equipment may be removed from time to time by Lessee or other occupants of the demised premises, provided, however, that if such removal shall injure or damage the premises, Lessee shall reasonably repair the damage and place the premises in the same condition as it would have been if such equipment had not been installed.

RE-ENTRY UPON DEFAULT

Section 2001. Lessee further agrees that any one or more of the following events shall be considered events of default as said term is used herein, that is to say, if

(a) Lessee shall be adjudged a bankrupt, or a decree or order approving, as properly filed, a petition or answer asking reorganization of Lessee under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

(b) Lessee shall file or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws as now or hereafter amended, or Lessee shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

(c) Lessee shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Lessee or any of the property of Lessee; or

(d) A decree or order appointing a receiver of the property of Lessee shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof; or

(e) Lessee shall vacate the leased premises or abandon the same during the term hereof; or

(f) Lessee shall make default in any monthly payments of basic rent required to be made by Lessee hereunder when due as herein provided and such default shall continue for twenty (20) days after notice thereof in writing to Lessee; or

(g) Lessee shall make default in any of the other covenants and agreements herein contained to be kept, observed and performed by Lessee, and such default shall continue for sixty (60) days after notice thereof in writing to Lessee. SEE RIDER (R10)

~~Upon the occurrence of any one or more of such events of default, it shall be lawful for Lessor, at its election, to declare the said term ended, and the said demised premises and the buildings and improvements then situated thereon, or any part thereof, either with or without process of law, to re-enter and to expel, remove and put out Lessee and all persons occupying said premises under Lessee, using such force as may be necessary in so doing, and the said premises and the buildings and improvements then situated thereon, again to repossess and enjoy as in their first and former estate, without such re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by Lessee during the full term of this Lease. If default shall be made in any covenant, agreement, condition or undertaking herein contained to be kept, observed and performed by Lessee, other than the payment of rent as herein provided, which cannot with due diligence be cured within a period of sixty (60) days, and if notice thereof in writing shall have been given to Lessee, and if Lessee, prior to the expiration of sixty (60) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then Lessor shall not have the right to declare the said term ended by reason of such default; provided, however, that the curative of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the said term ended and enforce all of its right and remedies hereunder for any other default not so cured.~~

Section 2002. The foregoing provisions for the termination of this Lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of Lessor for breach of any of said covenants or for the recovery of said rent or any advance of Lessor made thereon, and in the event of the termination of this Lease as aforesaid, Lessee agrees to indemnify and save harmless Lessor from any loss arising from such termination and re-entry.

except as permitted by §11.04 of the Management Agreement

in pursuance thereof, and to that end Lessee agrees to pay Lessor, after such termination and re-entry and upon demand, all reasonable expenses of re-letting, including, without limiting the generality of the foregoing, the reasonable costs of decorating and restoring the premises, brokers' commissions and Lessor's attorneys' fees, plus, at the end of each month of the demised term, the difference between the net income actually received by Lessor from the demised premises during such month and the rent agreed to be paid by the terms of this Lease during such month.

LESSOR'S PERFORMANCE OF LESSEE'S COVENANTS

Section 2101. Should Lessee at any time fail to do any of the things required to be done by it under the provisions of this Lease, Lessor, at its option and pursuant to the provisions relating to notice contained in Section 2001, may (but shall not be required to) do the same or cause the same to be done, and the amounts paid by Lessor in connection therewith shall be so much additional rent due on the next rent date after such payment together with interest at ten per cent (10%) per annum from the date of payment.

fifteen 15

SUBORDINATION TO MORTGAGES

~~Section 2201. At the option of Lessor's mortgagee, this Lease shall be subject and subordinate to any first mortgage or deed of trust now upon the demised premises and any mortgage or deed of trust hereafter placed upon the demised premises, provided that the mortgagee or beneficiary under such deed of trust agrees in writing with Lessee or adequate provision is made in such mortgage or deed of trust, that, regardless of any default or breach under such mortgage or deed of trust or of any possession or sale of the whole or any part of the premises under or through such mortgage or deed of trust, that this Lease and Lessee's possession shall not be disturbed by mortgagee or beneficiary or any other party claiming under or through such mortgage or deed of trust, provided, however, that Lessee shall continue to observe and perform Lessee's obligations under this Lease and pay rent to whomsoever may be lawful entitled to same from time to time. Lessee hereby agrees to execute, if same is required, any and all instruments in writing, which may be requested by Lessor to subordinate Lessee's rights acquired by this Lease to the lien of any such mortgage or deed of trust, all as aforesaid. Irrespective of whether or not this Lease is subordinated to any such mortgage or deed of trust, the mortgagee or beneficiary under such mortgage or deed of trust, shall agree in writing that proceeds of insurance, or awards, payable to Lessee in the event of partial condemnation as provided in Section 2202 shall be made available to Lessee for the purpose of repairing, restoring and rebuilding, as provided in this Lease, or adequate provision relative thereto shall be made in such mortgage or deed of trust.~~

REMEDIES TO BE CUMULATIVE

Section 2301. No remedy herein or otherwise conferred upon or reserved to Lessor, shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Lessor may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any default, shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

Section 2302. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

Section 2303. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising shall in any way affect or impair or toll the right or power of Lessor to declare the term hereby granted ended, or to terminate this Lease as provided for in this Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

SURRENDER OF POSSESSION

Section 2401. Whenever the said term herein demised shall be terminated, whether by lapse of time, forfeiture or in any other way, Lessee agrees that it will at once surrender and deliver up said premises, including the buildings and improvements thereon and the fixtures and equipment belonging to Lessor therein contained, peacefully to Lessor and if Lessee shall thereafter remain in possession thereof, it shall be deemed guilty of forcible detention of the premises under the statute and shall be subject to all the conditions and provisions above named and to ejection and removal, forcibly and otherwise, with or without process of law as above stated.

COVENANT OF QUIET ENJOYMENT

Section 2501. Lessor further agrees that at all times when Lessee is not in default under the terms of and during the term of this Lease, Lessee's quiet and peaceable enjoyment of the demised premises shall not be disturbed or interfered with by Lessor or by any person claiming by, through or under Lessor.

~~SHORT FORM LEASE~~

~~Section 2601. This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Short Form Lease for recording containing the name of the parties, the legal description and the term of the Lease.~~

~~LESSEE'S OPTION TO EXTEND~~

~~Section 2701. Lessee shall have and is hereby given an option to extend the term hereof for~~

upon the same terms and conditions contained in this Lease, except, that, in lieu of the rent provided in Section for the original term. Lessee shall pay during said extended terms:

~~Section 2702. Such options may be exercised only (i) upon notice in writing to Lessor not earlier than one (1) year, and not later than six (6) months prior to the end of the preceding term; (ii) if Lessee is not then in default hereunder; and (iii) if the preceding term has not theretofore been terminated.~~

~~Section 2703. All such annual rentals during the extended periods as set forth in Section 2701, shall be payable monthly in advance, in instalments equal to one twelfth (1/12th) of the applicable annual rental commencing on the first day of each such extended term.~~

NOTICES OR DEMANDS

Section 2801. All notices to or demands upon Lessor or Lessee desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands from Lessor to Lessee shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States registered or certified mail in an envelope properly stamped and addressed to Lessee at the demised premises

or at such other address as Lessee may theretofore have furnished by written notice to Lessor, and any notices or demands from Lessee to Lessor shall be deemed to have been duly and sufficiently given if mailed by United States registered mail or certified mail in an envelope properly stamped and addressed to Lessor at Suite 2785, One First National Plaza, Chicago, Illinois 60602

or at such other address as Lessor may theretofore have furnished by written notice to Lessee. The effective date of such notice shall be three (3) days after delivery of the same to the United States Post Office for mailing.

COVENANTS RUN WITH LAND

Section 2901. All of the covenants, agreements, conditions and undertakings in this Lease contained shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the land, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

Section 2902. The term "Lessor" as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the demised premises, and in the event of any transfer or transfers of the title to such fee, Lessor herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed; provided that any fund in the hands of such Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be turned over to the grantee, and any amount then due and payable to Lessee by Lessor or the then grantor under any provisions of this Lease, shall be paid to Lessee.

TIME OF ESSENCE

Section 3001. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

MISCELLANEOUS

Section 3101. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Section 3102. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 3103. This Lease shall be construed and enforced in accordance with the laws of the state where the demised premises are located.

RIDER TO LEASE FOR "OLD COMISKEY PARK"
BETWEEN ILLINOIS SPORTS FACILITIES AUTHORITY,
AS LESSOR, AND CHICAGO WHITE SOX, LTD
AS LESSEE

R1. Conflict. In the event of a conflict between this Rider and the Lease to which it is attached, the terms and provisions of this Rider shall control.

R2. Management Agreement. Lessor and Lessee are parties to that certain Management Agreement dated as of June 29, 1988 (the "Management Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Management Agreement. In the event of a conflict between this Lease and the those terms of the Management Agreement which relate specifically to the Existing Stadium, the latter shall control.

R3. Term. The term of this Lease shall commence and conclude as provided in the Management Agreement. Sections 1.04, 1.05, 2.02, 11.02 (a) and 11.03 of the Management Agreement are incorporated herein by this reference thereto.

R4. Old Comiskey Park Costs. Sections 1.03(b) and 2.03 of the Management Agreement are incorporated herein by this reference thereto.

R5. Rental. Article III of the Management Agreement is incorporated herein by this reference thereto.

R6. Maintenance Subsidy, Property Taxes, Other Taxes. Sections 9.01, 9.02, 16.01 and 16.02 of the Management Agreement are incorporated herein by this reference thereto.

R7. Maintenance of Premises. Notwithstanding Section 7.01 of the Lease, Lessee shall have no further obligations under this Section from and after the date Lessee advises Lessor of its determination that the Stadium will be complete by the ensuing March 1 pursuant to the Management Agreement, provided that if such advice is given during the course of a Season, the provisions of Section 7.01 obligating Lessee to comply with all health and police regulations, to keep the demised premises safe and secure in conformity with lawful municipal or other governmental requirements, and to make all additions, improvements, alterations and repairs thereto required by lawful authorities shall continue in force until the end of such Season and, in any event, the indemnification provisions of Section 7.01 shall continue in force until the expiration of the term hereof.

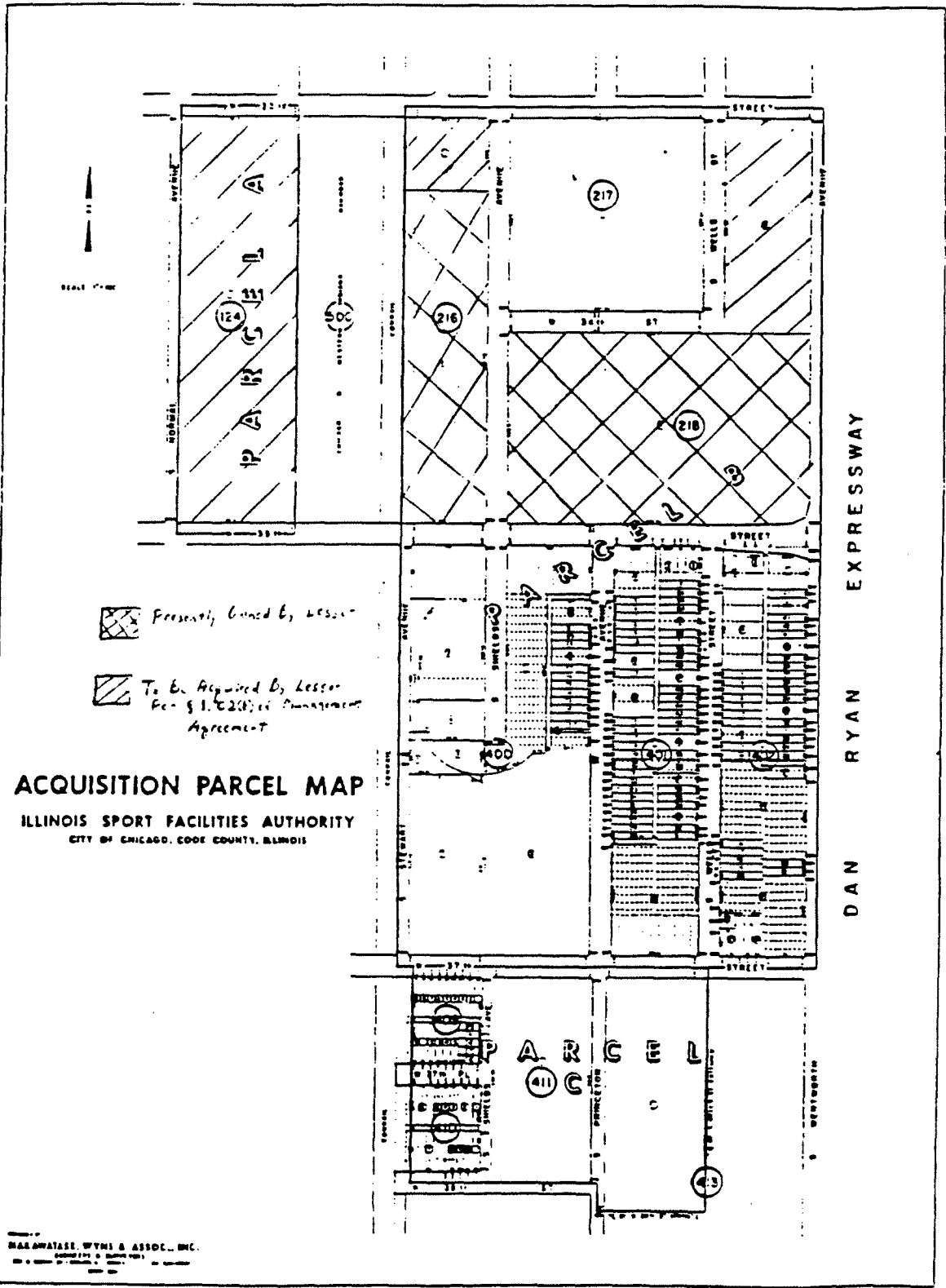
R8. Insurance. Sections 6.02 through 6.05 of the Management Agreement are incorporated herein by this reference thereto.

R9. Damage or Destruction. Notwithstanding Section 1001 of the Lease (but subject to R7. above), Lessee shall have no further obligations under this Section from and after the date Lessee advises Lessor of its determination that the Stadium will be complete by the ensuing March 1 pursuant to the Management Agreement. In the event of a material fire or casualty prior to the date of such advice, Lessee's obligations to repair and restore shall be limited to the amount of insurance proceeds. If the insurance proceeds are insufficient to complete such repair and restoration, Lessor may elect (i) pay the excess amount required to complete such repair and restoration, or (ii) terminate this Lease and retain all insurance proceeds.



R10. Lessee's Default; Lessor's Rights and Remedies. Upon the occurrence of any one or more events of default set forth in Section 2001 of this Lease, Sections 11.02 through 11.05 of the Management Agreement, the provisions of which are incorporated herein by this reference thereto, shall be applicable.

R11. Covenant to Play. Unless prevented from so doing by fire or other casualty, or condemnation, Lessee, from and after the date hereof and until expiration of this Lease, shall play all all of its American League home games, home League Championship games and home World Series games at the demised premises.

R12. Miscellaneous. Articles XII, XVIII and XXV of the Management Agreement are incorporated herein by this reference thereto.



ACQUISITION PARCEL MAP
 ILLINOIS SPORT FACILITIES AUTHORITY
 CITY OF CHICAGO, COOK COUNTY, ILLINOIS

-  Presently Owned by Lessor
-  To be Acquired by Lessor
Per § 1.02(b) of Management Agreement

BARANWAL, WYMS & ASSOC., INC.
 100 N. LAUREL ST. CHICAGO, ILL. 60610
 TEL. 312.467.1000

Exhibit A to Conveyance Park Lease

EXHIBIT C
INTENTIONALLY OMITTED

EXHIBIT D
IDENTIFICATION OF PRELIMINARY PLANS

EXHIBIT D
PRELIMINARY PLANS

Schematic Drawings

- Site Plan dated November, 1987
- Architectural Drawings 1 through 11 dated January 14, 1988.
- Outfield elevation dated August 10, 1987

Outline Specification

- Divisions 1 through 16 dated June 8, 1988, revised June 24, 1988 and June 29, 1988.

Program

- Pages 1 through 30 and June 29, 1988.
Any inconsistency between the Program and the provisions of this Management Agreement shall be resolved in favor of this Management Agreement.

Finish Schedule

- Pages 1 through 18 dated June 9, 1988. Finish Schedule Legend dated June 24, 1988.

Summary of Allowance Items and Allowance Amounts

- One Page. Attached hereto.

PROGRAM

JUNE 29, 1988

ATTACHMENT TO
EXHIBIT D

GENERAL DESCRIPTION

The HOK Sports Facilities Group has prepared a conceptual design for an open-air baseball stadium. This document consists of a series of schematic design drawings, an outline specification and a finish schedule, attached hereto and included as part of this exhibit. The information contained in these documents is meant to establish the intent of what the Illinois Sports Facility Authority (Authority) is responsible for providing. However, it is understood that the White Sox (Team) will have the right to review and approve all plans and specifications, (i.e. a seat at the design table) and any subsequent modifications, and request revisions to meet its requirements at no additional cost to the Team as long as said revisions are consistent with the intent of these documents.

This facility shall be of the highest standards of major league baseball and other professional sports stadia. Elements, equipment and materials incorporated into this facility shall be selected on the basis of sound value engineering evaluation, a key element of which includes the life-cycle costing and maintenance performance of the element. The project shall conform with applicable building codes and ordinances in effect at the time the facility opens or the Authority will receive variances therefrom.

The facility is to be a fully finished and operational facility, including furnishings, fixtures and equipment unless otherwise noted elsewhere in this document. Equipment and furnishings are to be provided as necessary for the operation of a major league professional baseball franchise.

All allowance items identified in this exhibit do not include architect/engineering fees. The Authority shall be responsible for all architect/engineering fees.

SITE REQUIREMENTS

1. The Authority will provide a stadium with adequate access and egress to and from the existing road system. A traffic study will be provided by the Authority to confirm the validity of the traffic plan.
2. An easily understandable and secure circulation, parking and pedestrian movement system focusing on the stadium entrances shall be strongly delineated and allow maximum flexibility, efficient movement, and freedom of choice of entrance at the

perimeter. Reinforcement of the circulation system shall be appropriately achieved with landscaping, lighting, and other elements as required.

3. An emergency vehicle access drive shall be provided entirely around the stadium structure.
4. On site paved and striped parking shall be provided for not less than 7,000 automobiles and 125 buses. Appropriate lighting for all parking areas shall be provided.
5. Appropriate graphics, safety and control devices, fencing, and equipment to aid vehicular and pedestrian movement and security shall be provided.
6. All storm drainage, retention capacity, and utilities shall be provided in accordance with applicable codes and ordinances.
7. Site landscaping as indicated on the site plan shall be provided and shall be used where possible as buffers to adjoining properties. The Authority shall provide a landscape allowance of \$225,000 which will include all plant material, trees, shrubs, ground cover, etc... to be included in the project outside of the ballpark. In addition to the allowance the Authority shall provide all subgrade preparation, top soil, irrigation . . . etc. to support the plant material provided in the allowance.
8. At least 15 fully equipped parking cashier stations with telephone and power are to be provided throughout the parking areas.
9. All parking areas will be secured with steel chain link fences and gates at a minimum height of 8'-0". Each parking lot entrance and exit will be provided with electronic loop detectors in the pavement to provide an accurate count of all cars entering and exiting each lot.
10. A visual and sound barrier shall be provided between the residential area south of the new stadium and all parking areas.

1. SPECTATOR FACILITIES

A. SPECTATOR SEATING

Typical spectator seats shall be cast iron support, riser mounted individual plastic stadium type chairs. Suite seating shall be fully upholstered. Bleacher seating areas shall be separated from other areas by

the bullpens and other appropriate fencing, etc. All individual seats shall be self-rising with arms. The minimum individual seat width shall be 19 inches for armchair seating except that aisle seats may be 18 inches for coursing.

Minimum sight line clearance shall be 2-1/4 inches above the eye level of the spectator in the preceding row. Minimum tread width in seating areas shall be 32 inches. The first row of seats shall be no less than 2'-0" above the field. Riser height shall vary from 6 inches minimum to 21 inches maximum. The maximum number of seats per row between two aisles shall be 24 except box seating areas shall be a maximum of 12. The minimum aisle width for seats on both sides shall be 48 inches.

Wheelchair seating areas shall comply with all applicable code requirements but no less than 50 wheelchair patrons and 50 attendants shall be provided on the main level and shall be accessible by elevator.

Anodized aluminum handrails shall be provided at all vertical aisles in the upper level stands, at portals, at the front of all seating sections, and at the back of all seating sections adjacent to concourses.

B. PUBLIC WASHROOMS

Toilet rooms shall be provided for men and women at every concourse level and be appropriately distributed. The ratio of spectators to fixtures shall be based on 50% male and 50% female attendance.

Fixtures shall be provided based on the following ratios:

- | | |
|-------------------|-----------------|
| (1) Lavatories: | 1 per 300 men |
| | 1 per 200 women |
| (2) Waterclosets: | 1 per 500 men |
| | 1 per 100 women |
| (3) Urinals: | 1 per 125 men |

Stainless steel trough urinals shall be provided in men's washrooms. Mirrors with shelves, soap dispensers, shelves above lavatories, paper dispensers, and ceiling hung toilet partitions shall be provided in the public toilets. Purse holders, changing tables and bench seating in women's washrooms shall be provided. An attendant closet with a service sink, hot and cold water, and storage shall be provided for every public toilet room.

Appropriate toilet facilities, including grab bars, etc. shall be provided adjacent to all wheelchair seating areas.

All toilet rooms shall be equipped with general lighting and exhaust. Hot and cold water service shall be provided for all public toilet rooms. Electrical heat units shall be provided to maintain a 65 degree temperature. All piping shall be pitched to drain and heat traced where required.

C. CONCESSIONS

The following shall be subject to the recommendations and/or reasonable desires of the concessionaire selected by the Team. The equipment at these spaces shall not be part of the basic construction and shall be provided by the selected concessionaire. The following are concession requirements for the stadium design:

The spaces listed below are to be included in the base contract for the stadium construction as described. Unless specifically described as an allowance item, the work will be part of the base contract. In addition, the Authority will provide a \$2,900,000 allowance for the finish work described for the concession related spaces listed below.

1. CONCESSION STANDS

- a. Concession stands will be located at all public concourse levels and appropriately distributed. Each concession stand will be defined by three solid walls as defined on the plans. The front wall will be left open but will be secured by an overhead coiling stainless steel door. Space for one serving station of approximately 5 linear feet shall be provided for each 300 spectators.
- b. Each concession stand will be provided with floor drains, a 1" valved and capped cold water line, a 4" capped waste line and a 3" capped vent line stubbed into the space.
- c. Electrical service as confirmed by the concessionaire will be provided to each concession space. All concourse areas will be provided with periodic power outlets as required to accommodate portable concession stands.

- d. Exhaust risers in accordance with local code requirements will be provided for exhaust hood systems at all concession stands. Duct sizes and CFM requirements will be in accordance with Concessionaire requirements.

ALLOWANCE ITEMS

All mechanical, electrical and plumbing distribution, lighting, countertops and finishes within each concession stand will be provided out of the Concession allowance.

ITEMS NOT INCLUDED

The following items are not included in the basic construction, and shall be provided by the Concessionaire:

- o Equipment such as cookers, warmers, beverage storage, freezers, coolers, plumbing fixtures, and the hook-up of same.
- o Other equipment as may be necessary to provide a workable operation.

2. VENDOR COMMISSARIES - 25,000 S.F. ±

- a. These facilities for food handling and storage shall be located convenient to all concourse levels and appropriately distributed. The commissaries shall be designed to provide service based on one vendor per 200 spectators and a minimum of 15 square feet per vendor.
- b. Each unit shall contain floor drains, cold water piping, sanitary drain piping and vent piping capped and stubbed into each space.
- c. Electrical service, as requested by concessionaire, will be provided within each vendor's commissary area.
- d. Exhaust risers in accordance with local code requirements will be provided for exhaust systems at all vendor commissary areas. Duct sizes and CFM requirements will be in accordance with Concessionaire requirements.

ALLOWANCE ITEMS

All mechanical, electrical and plumbing distribution, lighting, countertops and finishes within each vendor commissary areas will be provided out of the concession allowance.

ITEMS NOT INCLUDED

The following items are not included and shall be provided by the Concessionaire:

- o Fixed equipment such as cookers, warmers, beverage storage, freezers, coolers, plumbing fixtures, and the hook-up of same.
- o Other equipment as may be required to provide a workable operation.

3. CONCESSIONAIRE COMMISSARY - 23,152 S.F.

- a. Space for offices, food handling, food preparation and storage facilities.
- b. The Concessionaire commissary shall contain floor drains, cold water piping, sanitary drain piping and vent piping capped and stubbed into the space.
- c. Electrical service as requested by Concessionaire will be provided to the space.
- d. Exhaust risers in accordance with local code requirements will be provided for exhaust systems. Duct sizes and CFM requirements will be in accordance with Concessionaire requirements.
- e. Special mechanical and electrical accommodations will be provided for appropriate laundry facilities.

ALLOWANCE ITEMS

All mechanical, electrical and plumbing distribution, lighting, countertops and finishes within the Concessionaire commissary will be provided out of the Concession allowance.

D. CONCESSIONAIRE LOCKERS - 5,000 S.F.

Finished space for toilets, showers, lockers, and dressing facilities and uniform storage for male and female employees.

E. HALL OF FAME/NOVELTY STORES AND STANDS

Novelty stands shall be appropriately distributed throughout the facility.

A central novelty store, in connection with the hall of fame, located on the main concourse shall be provided to permit a more expanded selection of novelty items. Space for Team memorabilia shall be provided. Access shall be accommodated from the main concourse with prominent visibility. The novelty stores will be provided with glass and aluminum storefront systems. The space shall be completely finished with appropriate display shelving, lighting, millwork, wall, floor and ceiling finishes and ready for operation without any additional cost to the tenant for operation. A similar, but smaller novelty store shall be provided at the upper concourse.

F. PICNIC/PARTY AREA

- a. Picnic/party area shall be provided for pre-game and other group gatherings. The area shall be capable of operating completely independent of other stadium operations, including containing appropriate complete men's and women's toilets and support facilities.

Picnic/party area shall have a view of the playing field capable of being separated by overhead glass doors. The space shall be divisible to accommodate groups of varying size by the use of portable fencing, planter and other pedestrian control devices to achieve visual and acoustic privacy.

- b. The kitchen serving the picnic/party area shall contain floor drains, water piping, sanitary drain piping and vent piping capped and stubbed into the space.
- c. Electrical service as requested by concessionaire will be provided into the kitchen and each seating area.

- d. Exhaust risers in accordance with local code requirements will be provided at the kitchen for exhaust systems. Duct sizes and CFM requirements will be in accordance with kitchen operators requirements.

ALLOWANCE ITEMS

All mechanical, electrical and plumbing distribution, lighting, finishes, furnishings and equipment within the kitchen and seating areas will be provided by the Authority as an allowance of \$400,000.

G. PUBLIC TELEPHONES

Space and conduit for public telephones shall be provided at all concourse levels as well as at the stadium exterior.

H. TURNSTILES

Reversible, registering turnstiles and space for ticket takers shall be provided. One turnstile for each 1500 seats shall be provided. Turnstiles shall be covered to provide protection from precipitation. Anodized aluminum railing for crowd control shall be provided. An exit turnstile shall be provided at each major entrance.

I. STADIUM SUITES

- a. Approximately 118 suites and four large capacity party suites shall be provided at two intermediate levels in the stadium. The lounge and seating space will be enclosed, with horizontal sliding glass panels on three sides that are fully retractable to store within the suite for open air viewing, similar to the current Comiskey Park owners' suite.
- b. Each suite will have water piping, sanitary drain piping and vent piping capped and stubbed into the space.
- c. Each suite will be provided with an appropriately sized electrical service as required by team delivered to the space.
- d. Capped supply and return air ducts with the capacity to meet the requirements of the climate control section of this document shall be provided to each suite.

- e. Concourses serving the suite levels shall be carpeted, fully enclosed, lighted and heated and air conditioned including appropriately finished men's and women's washrooms.
- f. Support spaces including housekeeping, security and lobbies shall be provided as appropriate. A suite lobby at the main concourse and at each suite level, with waiting area, lounge furniture and appropriate reception accommodations and check-in counters will be provided.

ALLOWANCE ITEMS

All mechanical, electrical and plumbing distribution, lighting, millwork, finishes, furnishings and equipment within the suites will be provided for by the Authority as an allowance of \$4,270,000.

J. SUITE OFFICES - 300 s.f.

A completely finished and furnished office shall be provided at each suite level for administration of suite level functions.

K. SUITES CATERING

- a. A catering area will be provided on each suite level to serve the stadium and party suites.
- b. Each catering area will be provided with floor drains, water piping, sanitary drain piping and vent piping capped and stubbed into the space.
- c. Electrical service as requested by Concessionaire will be provided to each space.
- d. Exhaust risers in accordance with local code requirements will be provided for exhaust hood systems at each space. Duct sizes and CFM requirements will be in accordance with Concessionaire requirements.

ALLOWANCE ITEMS

All mechanical, electrical and plumbing distribution, lighting, countertops and finishes within the suite catering areas will be provided by the Authority as an allowance of \$140,000.

L. SECURITY - 2,200 TO 2,500 S.F.

Provide office facilities for the permanent stadium security force as well as a command post for the game day security force. This space shall be equipped with two small temporary detention rooms, two finished administrative offices, one with a view to reception, (12' x 12' and 10' x 10'), one day-of-game office (10' x 10'), and a toilet room. This space shall include jacket and gun lockers for security personnel and a rail and bench for temporary detention. The space shall be in close proximity to the first aid space and should have a service window at the service level drive. These spaces shall be fully complete in every respect.

Located within the security area, the following controls shall be provided: stadium and field lighting control; communications systems; mechanical systems; parking lot lighting; public address systems; and monitors from the surveillance cameras.

M. FIRST AID - 1,000 to 1,200 s.f.

A finished facility for emergency medical treatment shall contain office spaces for a physician and nurse, divisible cot room to accommodate patients, waiting room, toilet and secure (lockable) storage rooms. Medical equipment and supplies are not included. Access to ambulance parking through the service tunnel shall be provided. Convenient access to first aid shall be provided from all public areas of the facility by elevator.

N. DRINKING FOUNTAINS

Frostproof, non-refrigerated drinking fountains shall be provided at all concourse levels per minimum code requirements. Refrigerated drinking fountains shall be provided for the team locker rooms, dugouts and bullpens, press and administration areas.

O. SOUND SYSTEM

A complete sound system which will include but is not limited to conduit, wire, equipment, speakers, amplifiers, etc. shall service the entire stadium to include a central cluster with reinforcement as required, auxiliary speakers for concourses, lockers, offices, suites, etc., for event announcing, paging, music, and broadcasting.

F. ELEVATORS

Elevators (freight and passenger) shall serve all levels of the stadium. The freight elevator shall be approximately 8'-4" x 12'-0", 10,000 pounds capacity, and 125 F.P.M. speed. Passenger elevators shall be approximately 5'-4" x 8'-5", 4,500 pounds capacity, and 350 F.P.M.

Elevators shall be provided as follows:

Two (2) to all stadium levels and the pressbox from service level entrance.

Four (4) to suite levels from main concourse for suite spectators.

Two (2) from stadium club entrance to all levels for stadium club spectator use.

One (1) elevator within the stadium club for access to the two stadium club levels.

Two (2) freight elevators to all levels, one of which is located at the stadium club.

An allowance of \$10,000 for each of the four suite level cabs will be provided. All other cabs will be manufacturers standard finish.

Q. ESCALATORS

At the four locations shown provide covered, enclosed, reversible escalators originating at entry level to serve all public concourse levels.

R. GRAPHICS

A complete, coordinated graphics and sign program shall be included for the entire stadium complex. The Team shall have final approval of the graphics program prior to the Authority proceeding with the work. The signs listed below, but not limited to, shall be provided.

- (1) Identification of stadium entrances, including ticket booths, turnstiles, and special entrances.
- (2) Signs within the stadium to indicate concourse levels, seating sections, aisles, rows, and seat numbers.
- (3) Identification of washrooms, first aid, exits, and other public facilities.
- (4) Identification of concession facilities is not included; however, concession stand signing shall be coordinated with the total graphics program.
- (5) Site signs are included in Site Requirements.
- (6) Two stadium directories shall be provided at each stadium level.

In addition to the above the Authority will provide an allowance of \$50,000 for additional graphics the Team may deem necessary.

S. LIGHTING

General illumination at the levels indicated in the outline spec shall be provided throughout the stadium for concourses, stairs, portals. Stadium cleanup lighting separate from field lighting shall be provided. Emergency power and lighting shall be provided per building code requirements.

T. CLIMATE CONTROL

Complete individually zoned HVAC systems will be provided in accordance with the mechanical design criteria in the outline spec for year round spaces including, but not limited to the following spaces:

Authority Office	Concession Office
Team Offices	Maintenance Locker
Ticket Office	Groundcrew Lockers
Home Clubhouses	Groundskeeper Office
White Sox Dining Room	Commissary Offices
Reception Office	Security & Park Operations
Stadium Club	Novelty Stores
Scoreboard Control Room	Hall of Fame
Stadium Maintenance	Exercise Room
Visitor Clubhouse	Suite Level Washrooms
Umpire's Locker Room	Suite Level Concourses
Press Box	Stadium Suites
TV Broadcasting	(individual controls)
Radio Broadcasting	Party Suites
Press Workroom	Suite Offices
Press Snackbar	Family Waiting Room
First Aid	Day of Game Ticket Windows
Auxiliary Clubhouse	Mascot Room
Video Room	

Heating and code required ventilation will be provided in the following spaces to maintain a minimum temperature of 65 degrees.

Batting and Pitching	Post Season Events
Tunnels	Groundskeeping Warehouses
Public Toilets	General Storage
Warehouse	Stadium Personnel Lockers
Concession Commissary	Concession Lockers
Service Tunnels	Picnic/Party Area

All supply and drainage piping shall be insulated and heat traced where exposed. All supply and drainage shall be pitched to drain as required for winterizing.

U. **FAN ACCOMMODATIONS - 200 sq. ft.**

Fan accommodation booths on the main concourse and upper concourse shall be included to provide information and general assistance to spectators. Space for two staff members shall be included. Appropriate counter, casework, and pull down shutter shall be provided.

V. **CONCOURSE ENCLOSURE**

The main and any loge concourses shall be enclosed except at seating portals to reduce the effect of wind and other weather elements on the concourses. Doors and glass enclosures shall be provided. Mechanical ventilation must be provided as necessary to facilitate spectator comfort.

2. **PRESS FACILITIES**

Press box facilities accommodating the print and electronic media will be provided and will be located in the proper location for baseball play and will be complete and finished in every respect.

The various press box facilities shall be provided with appropriate HVAC systems, lighting systems, electrical systems, telephone systems, television systems and monitors and sound systems. Operable glazing will be required on the field side.

Open-tray conduit in accordance with local electrical codes for all TV cables shall be provided from all TV camera and broadcasting booth locations to TV truck parking locations. Power for TV trucks shall be located at designated parking location. A complete TV system shall be provided.

The following areas shall be included at the press box oriented for baseball:

A. **WORKING PRESS - 2,000 S.F. ±**

Stations for approximately 100 writers shall be provided. This area shall contain built-in writing counters, electrical outlets and telephone outlets at each station, sound system, lighting, HVAC, and closed circuit television. Coat racks, chairs and lockable lockers for writers will be provided.

B. TV BROADCASTING - 3 @ 150 = 450 S.F. ±

TV broadcasting booths with built-in counters, electrical outlets, telephone outlets, and special acoustical treatment on walls and ceiling. Space for two home plate cameras.

C. RADIO BROADCASTING - 4 @ 90 = 360 S.F. +

Broadcasting booths with built-in counters, electrical outlets, and special acoustical treatment on walls and ceiling.

D. CAMERA - 200 s.f. ±

Spaces for press and team photographers shall be part of the working press space. Space for two cameras for television broadcast will be accommodated.

E. VIDEO ROOM - 350 s.f. ±

Used by the team to tape the game in progress. Space to be fully furnished and finished.

F. SCOREBOARD OPERATOR - 950 S.F. ±

A control room for the scoreboard operator will be provided including built-in counters and cabinets for equipment, all required electrical outlets, special HVAC systems to accommodate the heat load of equipment, lighting and other finishes.

G. PUBLIC ADDRESS

This area shall include, within the working press area, spaces for announcer, the public address engineer, assistants, and public address equipment. The spaces shall contain built-in counters and all controls and miscellaneous equipment required for a complete, first class public address system which will service the entire stadium and any other required spaces. The public address system shall have the ability to announce in various independent zones, i.e., in concourse areas, outside ballpark, as well as throughout the facility.

H. WORKROOM - 800 s.f. ±

A completely finished work room adjacent to the working press shall be provided for statisticians document reproduction and telecopy equipment. Appropriate counters, work tables, casework, electrical outlets, telephone outlets and fixtures shall be provided.

I. SNACK BAR - 600 s.f. ±

- a. For press personnel, a kitchen and seating area for approximately 20 people shall be provided. The seating area shall be separated from the working press area by means of a retractable sound rated partition.
- b. The snack bar kitchen shall contain floor drains, cold water piping, sanitary drain piping and vent piping capped and stubbed into the space.
- c. Electrical service as requested by Concessionaire or Team will be provided.
- d. Exhaust risers in accordance with local code requirements will be provided in kitchen area. Duct sizes and CFM requirements will be in accordance with Concessionaire or Team requirements.

ALLOWANCE ITEMS

All mechanical, electrical and plumbing distribution, lighting, finishes, countertops, furnishings and equipment within the snack bar area will be provided by the Authority as an allowance of \$60,000.

J. TOILETS - 300 s.f. ±

Separate toilet facilities (men & women) for the press shall be provided.

K. INTERVIEW ROOM - 150 s.f.

A room for televised interview of individuals within the press box facility, prewired for accommodating video distribution.

The following areas shall be provided at appropriate locations outside the press box, within the facility:

L. ORGANIST

An organist booth shall be provided at the main concourse. The room shall be completely furnished and equipped and ready for use. The organ shall be fully integrated into the stadium sound system. The organ shall be provided by the team, but installed by the Authority.

M. DARKROOM/PHOTOGRAPHERS WORK ROOM - 150 s.f. ±

Located at field level, two darkrooms are to be provided with rough-in electrical, plumbing, lighting, darkroom doors, etc. to provide for a complete space. Photographic equipment shall be provided by others.

N. PLAYER INTERVIEW ROOM - 100 s.f. ±

Spaces for interviews and TV broadcasts shall be provided at field level connected to the home clubhouse. These rooms shall be integrated into the TV system. All conduit, wiring, lighting, sound and electrical requirements shall be provided.

O. CAMERA PLATFORMS

Platforms for television cameras for homeplate high and low, base paths high and low, and other key locations as appropriate.

P. TV TRUCK PARKING - 2,500 to 5,000 s.f.

Parking for four TV trucks (semi) shall be provided within the stadium. Appropriate electrical and telephone terminal cabinets and cable tray access shall be provided for TV trucks to connect directly into the TV distribution systems. The Authority will be responsible for coordination of all requirements of all local and national TV networks. Secure exterior pedestrian access shall be provided.

Q. LOCAL MEDIA TV PARKING

Parking for six local media vans shall be provided at the stadium. Appropriate electrical and telephone terminal cabinets and cable tray access shall be provided for TV vans to connect directly into the TV distribution systems.

3. ADMINISTRATIVE FACILITIES

A. TEAM MANAGEMENT

- a. Team management offices shall be provided at the service level. All offices shall be connected to appropriate telephone, TV, sound and other systems as required.
- b. Appropriate cold water piping, sanitary drain piping and vent piping shall be capped and stubbed into space to accommodate adequate toilet facilities.

- c. An electrical service capable of delivering 5 watts/s.f. of power for lighting and electrical outlets shall be provided to the space.
- d. A complete HVAC system with capacity to meet the requirements of the climate control section of this document shall be provided to the space.

ALLOWANCE ITEMS

All mechanical, electrical and plumbing distribution, lighting, interior partitions, millwork, finishes and fixtures will be provided by the Authority as an allowance of \$40 per S.F.

B. TICKET OFFICE

A completely finished and fully operational central ticket office shall be provided including vault and support facilities. The following items are included, but not limited to:

Bullet proof speaker holes for buyer/seller transactions.

Bullet proof windows with individual roll-down shutters.

Appropriate work counters and tables.

Two-way voice communication system which will tie in the main ticket office with all remote ticket booths.

C. TICKET FACILITIES

A minimum of forty-five ticket windows shall be provided as follows:

- o Eleven windows will be provided associated with the main ticket office for advance as well as day of game use. Each of these shall be provided with electronic matrix sign panels.
- o Two additional ticket windows shall be accessible to the main concourse and the upper level concourse for advance sales during events. Manual signage shall be provided. Anodized aluminum handrails shall be provided if required for crowd control.
- o Eight remote ticket windows facilities will be provided as shown for day of game sales only. Manual signage and anodized aluminum handrails will be provided for directions and crowd control.

Ticket window spaces shall include work areas, counters, intercom to ticket office, cash drawers, space for automated ticket terminals and printers, heating, cooling, lighting and electrical outlets complete in every respect. Complete toilet facilities for sales personnel shall be convenient to the window spaces. The ticket window area shall be coordinated to accommodate the ticket distribution equipment provided by the tenant.

D. PROMOTION STORAGE

Lockable, secure, ventilated storage room for day-of-game promotional material shall be provided at each point of ticket distribution.

E. RECEPTION - 1,000 s.f.

A furnished, finished reception lobby and waiting space for team administration and stadium authority administration areas shall be provided. The space shall accommodate a minimum of four visitors in a waiting area. Appropriate furniture and custom millwork and casework shall be provided.

F. WHITE SOX DINING ROOM - 8,000 s.f. ±

- a. Used for pre-game press meals, White Sox staff, and White Sox investors seating approximately 300. The space shall be divided into three separate dining areas and central kitchen and bar. Adjacent kitchen lockers, administrative office, and storage space shall be completely finished.
- b. The kitchen area shall contain floor drains, cold water piping, sanitary drain piping and vent piping capped and stubbed into the space.
- c. Electrical service, as requested by kitchen operator will be provided within the space.
- d. Exhaust risers in accordance with local code requirements for exhaust hood system will be provided. Duct sizes and CFM requirements will be in accordance with kitchen operators requirements.
- e. Capped supply and return air ducts with the capacity to meet the requirements of the climate control section of this document shall be provided to the space.

ALLOWANCE ITEMS

All mechanical, electrical and plumbing distribution, lighting, millwork and finishes will be provided by the Authority as an allowance of \$500,000.

4. STADIUM CLUB FACILITIES - 23,000 s.f. ±

- a. Elevator service from the stadium club entrance to the stadium club shall be provided. Fixed glazing shall be provided on the field side, and seating shall be tiered to facilitate field viewing. Adequate storage and service access shall be provided at the service level.
- b. The kitchen area shall contain floor drains, water piping, sanitary drain piping and vent piping capped and stubbed into the space.
- c. Electrical service, as requested by Stadium Club operator will be provided within the space.
- d. Exhaust risers in accordance with local code requirements for exhaust hood system will be provided. Duct sizes and CFM requirements will be in accordance with Stadium Club operator's requirements.
- e. Capped supply and return air ducts with the capacity to meet the requirements of the climate control section of this document shall be provided to the space.

ALLOWANCE ITEMS

All mechanical, electrical and plumbing distribution, lighting, millwork and finishes will be provided by the Authority as an allowance of \$2,750,000.

5. CLUBHOUSE, LOCKER ROOMS AND RELATED FACILITIES

All team facilities shall be located at the field level and have direct access to the playing field. Clubhouses and locker rooms shall be complete including heating, air conditioning, finished walls, floors and ceilings, millwork, casework, furniture, telephone service, plumbing and lighting to provide for a complete and finished facility.

A. HOME BASEBALL CLUBHOUSE - 15,000 s.f. ±

- (1) Locker room (50 cubicles) - 3,200 s.f.
- (2) Shower and toilet room - 800 s.f.
- (3) Training room - 1,200 s.f.

- (4) Coach's locker room - 800 s.f.
 - (5) Equipment storage - 1,000 s.f.
 - (6) Laundry - 200 s.f.
 - (7) Managers Office and locker room - 300 s.f.
 - (8) Trunk Storage - 1,000 s.f.
 - (9) Game Equipment - 300 s.f.
 - (10) Video Coaching - 150 s.f.
 - (11) Bat Swing Area - 150 s.f.
 - (12) Exercise Room - 500 s.f.
 - (13) Player Lounge - 300 s.f.
 - (14) Hydrotherapy Room - 800 s.f.
 - (15) Spa - 600 s.f.
 - (16) X-ray Room - 300 s.f.
 - (17) Equipment Office - 200 s.f.
 - (18) Trainer Storage Area - 720 s.f.
 - (19) Road Trunk Storage - 100 s.f.
 - (20) Rehab Room - 1,100 s.f.
 - (21) Trainer's Office - 300 s.f.
 - (22) Doctor's Office - 150 s.f.
 - (23) Staff Locker Room - 240 s.f.
 - (24) Weight Room - 250 s.f.
 - (25) Meeting Room - 200 s.f.
 - (26) Quiet Room - 100 s.f.
- B. VISITOR CLUBHOUSE - 5,000 s.f. ±
- (1) Locker Room (50 cubicles) - 2,000 s.f.
 - (2) Shower and Toilet Room - 600 s.f.
 - (3) Training Room - 600 s.f.

- (4) Coach's Locker Rooms - 300 s.f.
- (5) Equipment Storage - 800 s.f.
- (6) Laundry - 100 s.f.
- (7) Manager's Office and Locker Room - 200 s.f.
- (8) Meeting Room - 100 s.f.
- (9) Player Lounge - 200 s.f.
- (10) Game Equipment - 100 s.f.

C. AUXILIARY LOCKER ROOM - 3,200 s.f. ±

- (1) Locker Room (50 lockers) - 1,000 s.f.
- (2) Shower and Toilet Room - 600 s.f.
- (3) Training Room - 600 s.f.
- (4) Coach's Locker Room - 500 s.f.
- (5) Equipment Storage - 400 s.f.
- (6) Laundry - 100 s.f.

D. UMPIRE'S LOCKER ROOM - 700 s.f.

A fully finished, furnished and equipped locker room shall be provided for game day umpires.

- (1) Locker room including lockers (7)
- (2) Shower and toilet room

E. INTERNAL BATTING AND PITCHING TUNNEL - 2,500 s.f.±

A fully equipped and operational internal batting tunnel at the service level with free access to the home baseball locker and dugout shall be provided. Tunnels shall be sized to accommodate two batters or two pitchers.

F. FAMILY WAITING ROOM - 600 s.f.

A completely finished lounge on the main concourse shall be provided for player relatives. Space shall include completely finished toilet facilities. Furniture shall be provided by tenant.

G. EXERCISE ROOM - 5,000 s.f.

Provide a complete HVAC, lighting and electrical system. The space shall be completely finished by the Authority with all equipment furnished by Team.

6. STADIUM SERVICE FACILITIES

The stadium service facilities shall be located within the stadium, as appropriate and shall be complete in every respect. Access by service vehicles shall be provided to all facilities including the freight elevators.

A. USHERS LOCKERS - 4,000 s.f. ±

Adequate toilets, laundry facilities, dressing areas, showers, necessary furnishings, lockers and uniform storage facilities for male and female stadium employees such as ushers and usherettes, guards and ticket sellers.

B. STADIUM MAINTENANCE - 5,000 s.f. ±

Complete and furnished maintenance shop facilities including all required equipment for electricians, plumbers and carpenters, for the general maintenance of the Stadium. HVAC, electrical and plumbing to be included.

C. GROUNDSKEEPER LOCKERS - 600 s.f. ±

Lockers and toilet/shower facilities for groundskeeping personnel. Groundscrew locker room within this area shall be provided including lockers for 15, office for groundscrew supervisor, and lounge room.

D. MAINTENANCE LOCKERS - 700 s.f.

Lockers and benches for 25 employees and toilet/shower facilities for stadium maintenance personnel.

E. GROUNDSKEEPER STORAGE - 6,000 s.f. ±

Provide for storage of equipment and bins for materials required for maintenance of the playing field. General lighting and security fence shall be provided. Within the storage area, a secure tool storage room and secure equipment storage room shall be provided.

F. GROUNDSKEEPER OFFICE - 300 s.f. ±

Office for field maintenance supervisor with adjacent toilet and locker facilities. The space shall be enclosed, finished, heated, air conditioned, lighted and furnished.

G. LOADING DOCK

Two active truck docks capable of accommodating tractor/trailer with automatic dock levelers, dock seals and electrically operated overhead doors shall be provided at the entrance to the service facilities. One additional parking bay with overhead door shall be provided. The docks shall be adjacent to the concession facilities and partially covered and equipped with dock seals.

Camera surveillance of the loading dock will be provided from security area.

H. TRASH COMPACTOR/TRASH CONTAINER

Two mechanical, self-loading trash compactors permanently located at the exterior service level for processing refuse shall be provided. Connection to trash chutes shall be accommodated, as well as ground level dumping stations. Containers shall be provided by others.

I. MISCELLANEOUS EQUIPMENT

Space for mechanical, electrical, plumbing, sound, scoreboard, and telephone equipment shall be provided, as required, throughout the stadium. 3/4" hose bibs and 208 volt electrical outlets for cleaning stadium seating and all concourses shall be included, spaced at 150' intervals minimum to facilitate the ease of maintenance of the stadium. Coordinate with tenants maintenance equipment. Fire protection equipment such as sprinklers, standpipes, etc., shall be provided as required by applicable building codes and fire department requirements.

J. TENANT WAREHOUSE - 9,000 s.f. ±

Space available for general storage or future expansion of other facilities. General lighting, internal partitions, bulk storage shelving, overhead door and facilities shall be provided. Reception/control counter shall be provided.

- K. POST SEASON EVENTS AND STORAGE SPACES - 2 @ 3,500 = 7,000 s.f.

These areas are resultant space which are to be enclosed to allow the team to accommodate various post-season and other events or functions. Appropriate toilet facilities, additional electric and plumbing capacity will be provided for post-season events.

- L. MASCOT - 200 s.f. ±

Furnished locker/dressing room with direct field access. Shower/toilet facilities included.

- M. MISCELLANEOUS LOCKERS - 2,500 s.f. ±

Locker and dressing space for stadium personnel related to game events support (janitors, etc.) including shower/toilet and locker facilities complete in every respect. Direct access to employees entrance.

- N. PAINT ROOM - 400 s.f.

Room with proper ventilation and construction appropriate for storage and application of paint for various stadium elements. Locate close to stadium maintenance facilities.

- O. TRASH CHUTES

Two full height stainless steel trash chutes connecting all levels of the stadium with service level and dumping directly into the trash compactors, with direct access from the public concourse areas through a secured vestibule. Each chute shall be equipped with a flushing system to clean chutes.

- P. DAY-OF-GAME EMPLOYEE ENTRANCE

Appropriate space for counters and time card systems for monitoring employee entrance. Adjacent office for attendant shall be provided.

- Q. SERVICE TUNNEL

A service tunnel for direct access by truck or bus (minimum 13'-0" clear) to the team clubhouse shall be provided. The tunnel shall also have access to one ramp for the concessionaires use.

A synthetic running track shall be incorporated throughout the service tunnel. Width shall be 5' minimum.

R. SWEEPER SERVICE AREAS

Two sweeper service areas similar to the systems employed in Anaheim Stadium shall be incorporated to permit quick clean-out and refill of sweeper. Trench drain and appropriate water and electric service shall be supplied.

S. SEATING AREA CLEANING ACCOMMODATIONS

To facilitate the power washing of the seating areas, water and electrical supply shall be provided. The authority shall coordinate the type of equipment utilized and coordinate the water and power requirements and the spacing requirements.

7. PLAYING FIELD FACILITIES

A. PLAYING FIELD

The following is subject to the overall approval of the Team's Chief Groundskeeper:

a. ROOT ZONE SOIL

The root zone soil should be a medium-sized sand .25mm with the majority of it being 45 to 60 mesh. The sand should have a percolation rate of 15 to 20 inches per hour. After mixed with the proper conditioners, it should have a minimum percolation rate of 7 to 10 inches per hour. The cavity of the root zone soil should be no less than 8 inches and no more than 12 inches. The root zone sand should be washed to assure a low clay content. The conditioners that are used should not exceed the depth of 3 inches. This would insure the proper transmission rate of water to the drain tile. The sand should be tested on every fifth load to make sure there are no mistakes on the type of sand that is being brought in. The conditioner used should be tested for nutrients needed as well as a nematode count. This area should be completely graded with a grader, preferably with a laser. Nutrients and soil conditioners should be incorporated at this time. This area will have a pitch of 6 inches per 100 feet, starting from the back of the infield clay going to the outfield fence.

b. DRAINAGE SYSTEM

The drainage system shall consist of 4 inch perforated tile, approximately 6,000 linear feet, either san slit or socked on 20 foot centers.

This tile should run into 6 inch collector tiles running down the center of the field and also surrounding the field next to the warning track. The top of the tile should be down to a depth of 16 to 20 inches. The tile should be pitched at a minimum of 1/2 of 1% per 100 feet. This pitch will assure the proper planner flow which is needed because of there being no flux rate beyond the field. The entire drainage system should be then topped off with the sand root zone mixture right down to the drain tile. The reasons for this are two-fold:

1. With complete sand, you have a wick action completely to the tile. There are no interface problems to counteract against the capillary attraction of the sand.
2. With the use of stone and a wrap, you lose your wick action and you rely on water weight and atmospheric pressure from the water to force itself through the material to the drain. For example, if you had 1/2 inch to 3/4 inch of rain, or approximately 48 thousand galls of water, some of your moisture would stay in the field cavity because there is no wick to the trench. With sand in the trench, you constantly have your wick action and hydraulic pressure right to the tile itself.

Behind the first and second base portion of the infield, approximately 20 feet out into the grass, implemented should be five quick caps. These are drain lines that come to the surface that are covered by a cap, yet during heavy rains when the canvas is being dumped off the field, you can pull the quick cap and the drains will be able to accept approximately 1,000 to 2,000 gallon of water in a period of 3 to 5 minutes to lessen the amount of water that would be on your field from dumping the canvas.

c. IRRIGATION SYSTEM

The Toro 640 system will be used. The system will have electric valves with a quick coupler behind the mound and on the sides of the field. A minimum of a 2 1/2 inch line required to give proper pressure to the different stages of the system. The heads are the pop-up type with the diameter being approximately 1 inch. Depending on the water source, no more than 1 1/2 horsepower

booster pump should be needed. The system comes with a readout box to assure that everything is working right.

d. **INFIELD SOIL**

The infield is the most important part of the field. This is where 70% of the action is played and this is the area that has to be in the best shape all the time. The infield should consist of 90% clay and 10% of a soil conditioner called Turface. After the soil is put into a minimum depth of 8 to 10 inches, the soil conditioner, approximately 1 inch, should be rototilled down to a depth of 3 inches into the soil structure. The Turface will keep the infield from compacting during the hot days and it will also give a major league playing surface with regard to the type of material used. The addition of this soil conditioner will provide enough pore space in the subsurface soil to allow the proper water percolation on days when the field isn't covered and you get heavy rains. The key ingredient to this mixture is, of course, the knowledge that it will be able to hold moisture on the hot days to cushion the bounce of the ball.

e. **SOD**

The sod should be a minimum of four cultivar blend of bluegrass that should be no less than 14 months old and grown on a sand bed. The reason for the sand bed growth, is so there is no incompatibility or layering effects between the sod and the root zone structure. The sod shall be cut at a height of 1 3/4 inches before delivered, should be delivered on the same day as it is cut and shall be weed and disease free.

f. **GRADE OF FIELD**

The grade of the outfield should be 1/2 of 1% per 100 feet. This would mean a 6 inch pitch per 100 feet, starting at the end of the circular portion of the infield clay and extending to the outfield wall. This pitch will provide excellent surface drainage which is required for major league fields. The infield should have a pitch of approximately 3 inches, starting from the perimeter of the mound, going to the back portion of the infield soil, and also going from the perimeter of the mound to 10 feet beyond each base line.

9. WARNING TRACK

The top four inches of the warning track should consist of screenings or a similar material. The purpose is to assure firm, excellent footing for outfield play. This material should then be topped off with no more than 1/4 inch of a cosmetic material called quartzite. Quick caps should also be installed on 50 foot centers in the warning track next to the wall. These caps will give you the quick release of water after a major rainfall.

B. PITCHER'S BULL PENS

Warm-up bull pens for home and visiting baseball teams shall be provided in the outfield area. Toilets and drinking fountains and covered players benches shall be provided at both bull pens. Phones to dugouts and radiant heat shall be provided.

C. BASEBALL EQUIPMENT

Foul ball poles, portable batting screens, field batting cage, batter's eye, foul ball screen, three sets of bases, wall pads, roll-up tarp to cover infield area and other normally required equipment shall be provided.

D. COVERED DUGOUTS

Covered dugouts with direct access to the team locker rooms shall be provided for home and visiting baseball teams. Each dugout shall include cushioned bench seating, refrigerated drinking fountain, bat and helmet racks, toilet, and adjacent storage. Heating shall be provided at each team dugout. Special attention shall be given to provide heat at the base of the dugouts to keep players feet warm.

E. FIELD ENTRANCES

Gates shall provide access to the playing field from the stadium exterior. One entrance shall be provided adequate for large trucks with minimum 16' high clearance. The openings shall include two overhead doors. A pedestrian door shall be provided adjacent to each stadium entrance.

F. FIELD LIGHTING

A complete field lighting system (metal halide light source) providing adequate illumination for color TV coverage of baseball shall be provided.

G. FIELD PHOTO/TV AREA

A covered, protected area for the photographers, TV cameras, and support personnel shall be provided adjacent to the dugouts.

H. SCOREBOARD

The Authority will provide an allowance of \$8,000,000 to provide for a complete scoreboard system.

The scoreboard system shall include, but is not limited to, one scoreboard with full color instant replay video capabilities, matrix board/message boards, auxiliary and line scoreboards, exterior message center board, and various advertising panels and other signs. Video time delay controls shall be provided and integrated with the sound systems as part of the scoreboard system. The scoreboard system includes all remote control equipment located in the Press Box, control wiring, from the Press Box to scoreboards.

In addition to the allowance the Authority will provide a complete electrical service sized for the operation of the scoreboards, all conduit from the press box (scoreboard operator) to the scoreboards and all required structural support for all scoreboards.

I. SECURITY

Provide a security system to protect against illegal entry to or improper access within the stadium to include fencing, walls, gates, and doors. Electronic intrusion alarms and general security system shall be provided. Television surveillance shall be provided at all sensitive areas. Provide a complete integrated system with all equipment, conduit, wire, card readers, electronic hardware, CPU, etc.

A completely finished outfield observation room for stadium observation shall be provided. Telephone communicator to in-house communication system shall be provided.

J. MAINTENANCE EQUIPMENT

Carts, tractors, wagons, tools, trash carts and receptacles, and other equipment normally required for the maintenance and operation of a major league baseball facility shall be provided. Verify all final equipment selections with the Team.

K. MISCELLANEOUS SYSTEMS

The following equipment and systems shall be provided within the stadium.

- (1) A complete television and conduit cabling system for a first class video distribution system.
- (2) A complete communication systems including conduit, cabling, appropriate telephone systems, internal public address and intercom facilities.

ATTACHMENT TO
EXHIBIT D

ILLINOIS SPORTS FACILITY AUTHORITY
SUMMARY OF ALLOWANCES

26-Jun-88

DESCRIPTION	ALLOWANCE IN CURRENT PROPOSAL
1. LANDSCAPING ALLOWANCE FOR PLANT MATERIAL	\$225,000
2. CONCESSIONS PER CONCESSIONAIRE	\$2,900,000
3. PICNIC/PARTY AREA 25,000 SF (SEATING) X \$10/SF 4,000 SF (KITCHEN) X \$37.50/SF	\$400,000
4. STADIUM/PARTY SUITES 122 SUITES X \$35,000/SUITE	\$4,270,000
5. SUITE CATERING PER CONCESSIONAIRE	\$140,000
6. PRESS SNACK BAR PER CONCESSIONAIRE	\$60,000
7. TEAM MANAGEMENT OFFICES 25,000 SF X \$40/SF	\$1,000,000
8. WHITE BOX DINING 6,000 SF X \$82.50/SF	\$500,000
9. STADIUM CLUB PER CONCESSIONAIRE	\$2,750,000
10. GRAPHICS ALLOWANCE FOR ADDITIONAL GRAPHICS	\$50,000
11. SCOREBOARD ALLOWANCE FOR SCOREBOARD SYSTEM	\$8,000,000
TOTAL FOR ALLOWANCES	\$20,795,000

EXHIBIT E
PROMOTER CONTRACT LANGUAGE

STADIUM RENTAL AGREEMENT

THIS STADIUM RENTAL AGREEMENT is entered into this _____ day of _____, 19____, by and between CHICAGO WHITE SOX, LTD., an Illinois limited partnership ("Sox") and _____, an _____ ("Promoter").

RECITALS:

A. Sox is the exclusive lessee of the real estate and facilities located at 324 West 35th Street, Chicago, Illinois, commonly known as Comiskey Park, and the parking facilities and certain access ways adjacent thereto (the "Park"). Sox leases the Park from its owner, Comiskey Park Associates, an Illinois limited partnership ("Owner").

B. Promoter is engaged in the business of producing live entertainment performances for the public.

C. Promoter desires permission to use the Park to present to the public on one day, live performances (the "Show") by the performers set forth in Exhibit A hereto (the "Performer"), and Sox desires to grant such permission, all on terms and conditions as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows.

1. USE OF THE PARK

1.1 Subject to the terms, conditions and restrictions set forth in this Agreement, Sox hereby grants permission to Promoter to use those portions of the Park which are indicated on Exhibit B attached hereto (except in those restricted areas so noted), and for the uses therein indicated, to present the Show.

1.2 Promoter agrees that the Show shall not extend for less than _____ () hours nor longer than _____ () hours, and that the final performance at the Show shall cease no later than _____, local time. If the Show begins later than the scheduled time or if the Show is interrupted, due to rain or circumstances beyond Promoter's reasonable control, Promoter may extend the Show for additional periods of time at a price of \$5,000 additional rent for each fifteen (15) minute period that the Show extends beyond _____; provided, however, that no performance at the Show shall extend beyond _____, local time. In addition to any other remedies available to Sox, Sox shall be entitled to satisfy the obligation

EXHIBIT E

of Promoter to pay additional rent pursuant to this Section 1.2, out of the security deposit made to the Sox pursuant to Section 8 herein.

1.3 (Alternative #1) Except for seats on the stage which Promoter shall erect pursuant to Section 2.5 herein, Promoter shall not erect any temporary seating in the Park. Promoter may permit spectators to sit on those portions of the playing field commonly known as the "outfield grass" and the "foul areas" adjacent thereto. Promoter shall erect a temporary fence as approved by Sox which will surround, and restrict spectator access to, the "infield" and "dugout" areas of the Park and the "foul areas" adjacent thereto. Promoter shall provide, at Promoter's cost, adequate signs and security personnel to insure that no spectator enters upon, or has access to, such restricted infield area on the day of the Show. The location of the stage to be erected pursuant to Section 2.5 herein, the location of the fence to be erected pursuant to this Section 1.3, and the seating plan for spectators on the field at the Show are set forth in Exhibit B. Sox hereby reserves the right to reasonably restrict spectator access to additional portions of the outfield grass as may be required to protect such areas from becoming unsuitable for baseball games scheduled to be played at the Park. Subject to the foregoing, Promoter shall erect the stage, erect a fence and provide for the seating of spectators at the Show as set for in Exhibit B hereto.

(Alternative #2) Promoter may seat _____ () attendees on the playing field, provided the field may, in the discretion of Sox, be protected by plywood sheets or tarp coverings for those periods when the public is on the field immediately before, during, and immediately after each performance. The performing stage shall be situated at _____, with seating permitted _____. No other portion of the field may be used for any activities. The location of the stage, and the field seating permitted under this Section 1.3, and areas of restricted access are outlined in Exhibit B hereto.

(Alternative #3) No field seating shall be permitted in any form. Promoter shall not permit any spectators to enter onto the playing field at any time. Promoter shall provide, at Promoter's cost, adequate signs and security personnel to insure no spectator enters upon, or has access to, the playing field and all other such restricted areas as outlined in Exhibit B. The location of the stage to be erected pursuant to Section 2.5 herein is set forth in Exhibit B.

1.4 Sox and Promoter shall agree upon reasonable times, commencing no sooner than _____ () hours prior to the day of the Show, during which agents of Promoter, and any necessary agents of Sox, shall have access to the Park for the purpose of

constructing a stage as provided in Section 2.5 herein, erecting any sound or lighting equipment pursuant to Section 2.6 herein, decorating the Park and placing appropriate signs and banners approved by Sox, pursuant to Section 1.6 and conducting such rehearsals and sound and lighting tests necessary to the production of the Show. No access to the Park permitted in this Section 1.4 shall in any way impede or interfere with any baseball game, or the conduct of Sox' regular business.

1.5 Sox hereby represents and warrants that the Park has been, and until the date of the Show will be, reasonably maintained. Except for such representation, Sox has made no representations of any kind relating to the condition of the Park or of the improvements, fixtures or equipment thereon or the areas and facilities adjacent thereto, and Promoter excepts same on an "as is" basis. Except as otherwise provided by law, Sox shall have no liability for any latent or patent defects therein.

1.6 Sox reserves the right to approve or disapprove of any additional advertising outside of that which currently exists in the Park, including, but not limited to, signs, banners, announced or visual messages, and spectator hand-outs. Promoter shall refrain from all such activities unless Promoter receives the express written consent of Sox.

2. THE SHOW

2.1 The Promoter shall perform or obtain, at Promoter's sole expense, all goods and services necessary to the production of a first class show featuring performances of technical quality of the highest industry standards. Subject to Section 11.1 herein, the Show shall take place at the Park on _____, 19____, regardless of weather conditions.

2.2 Sox shall have the right to determine the suitability and compatibility with Sox' image of the acts performing at the Show, and shall have the right to approve all musical groups or other acts performing at the Show. It is presently contemplated that the performers set forth in Exhibit A hereto will perform at the Show. Sox acknowledges that performances by these performers at the Show have been authorized by Sox. Promoter shall give Sox written notice of additional or replacement acts or performers contemplated for the Show. If Sox does not object to such acts or performers within forty-eight (48) hours following such notice, then the acts or performers which are the subject of such notice shall be deemed to have been authorized by Sox. Any approval heretofore given, or granted pursuant to this Section 2.2, may be withdrawn by Sox on forty-eight (48) hours notice to Promoter if an event or events occur(s) subsequent to the date of such approval which would substantially alter the public image of any approved act or performer.

2.3 Promoter shall be responsible for obtaining all performers at the Show, and for payment of all costs and expenses related thereto.

2.4 Promoter and Sox hereby agree and acknowledge that the performance of the performer popularly known as _____ (the "Featured Performer") is essential to the Show. Accordingly, Promoter shall not be entitled to use the Park for the Show if the Featured Performer is not willing or able to perform at the Show for any reason. Promoter shall furnish Sox with evidence satisfactory to Sox of Promoter's employment of the Featured Performer at least twenty (20) days prior to the date of the Show. Such evidence shall include, at a minimum, a copy or copies of all executed agreements between Promoter and the Featured Performer pursuant to which the Featured Performer is obligated to perform at the Show. If, on the day of the Show, Sox has a reasonable basis to believe that the Featured Performer will not appear at the Show at any time prior to the time when spectators are scheduled to be permitted to enter the Park for the Show, Sox may deny spectators admissions to the Park and cancel the Show. If Sox cancel the Show pursuant to this Section 2.4, then the rights and obligations of Sox shall be as set forth in Section 10 hereof.

2.5 Promoter shall construct a stage for the Show. Promoter shall obtain, and transmit to Sox, copies of government approvals or permits, if any, required in connection therewith at least seven (7) days prior to the date of the Show. Such stage will be of sufficient quality to withstand any foreseeable stress attendant to its contemplated use at the Show. All work in connection with the design and construction of the stage shall be by union members. Promoter shall have the right, at its own risk, to store such stage for any future Shows without charge at any facilities Sox choose to make available for such storage.

2.6 Promoter shall provide custom lighting (lighting required in connection with a Performance other than lighting provided by Sox pursuant to Section 4.1(b) herein) and sound equipment in connection with the Show and shall retain all necessary personnel required for the proper and safe use thereof. Promoter shall provide such electrical service as is required for such lighting and sound equipment. All work performed in connection with the use of such lighting and sound equipment shall be performed by union members.

2.7 (Alternate) Subject to time restrictions set forth in Section 1.2 herein, Promoter may, upon written notice to Sox at least _____ () hours prior to the date of the Show, include in the Show a fireworks exhibition not to exceed _____ () minutes in duration. Such notice shall fully describe all aspects of any such exhibition, including, without limitation, the identity of the personnel conducting such exhibi-

tion, the nature of the fireworks used and the location of the site or sites from which such fireworks shall be launched or ignited.

2.8 Promoter agrees and acknowledges that Sox are relying on Promoter's reputation in the industry concerning its professionalism, experience and high business and ethical standards. Promoter agrees that all of its activities relating to assembling, packaging, administering and promoting the Show will be conducted with the highest diligence and effort and that Promoter's conduct relating to such activities will be rendered in accordance with the most praise-worthy business practices and customs known in the industry.

2.9 Not less than four (4) days prior to the date of the Show, Promoter shall submit to Sox satisfactory evidence that all of the arrangements made, and contemplated, for the Show and called for in this Agreement (unless greater or lesser notice is specifically required by any of the provisions of this Agreement) have been accomplished or provided for as required herein. No approval or acceptance by Sox of any such arrangements, whether pursuant to this Section 2.9 or any other provision herein shall in any way constitute an opinion of Sox with respect to the quality, design, safety or fitness for any particular purpose of any aspect of such arrangements; nor shall any acceptance or approval constitute a waiver of, or diminish, the obligations of Promoter set forth in this Agreement and Sox reliance thereon.

3. ADDITIONAL UNDERTAKINGS OF PROMOTER

3.1 Promoter shall not permit, suffer, or cause any damage or waste to or of the Park by any party in relation to the Show, including, but not limited to, the load-in, load-out, or show days.

3.2 Immediately following the Show, Promoter shall commence any and all operations necessary to prepare the Park for a baseball game on the following day by returning same to the same condition it was in immediately prior to the commencement of the Show. Promoter agrees and acknowledges that Sox are entering into this Agreement in reliance upon the covenant of Promoter, and that the normal operations of the Sox require, that the Park shall be restored to a condition as required by Sections 3.1 and 3.2 herein.

3.3 Without limiting the generality of Section 3.2 herein, Promoter's obligations shall include the replacement of any sod or grass on the field of the Park which is not in its original condition prior to the commencement of the Show and shall include the repair or replacement of any aspect of the field's drainage system which is not in working order following the Show; all at

Promoter's sole cost and expense. Promoter shall use the personnel made available pursuant to Section 3.4 herein to fulfill Promoter's obligations as set forth in this Section 3.3

3.4 (a) Promoter shall provide sufficient ushers and security personnel to care for the seating and comfort of spectators at the Show, to protect against entry into restricted areas, to insure the performance by Promoter of its obligations herein, and to permit and provide orderly and safe ingress and egress to and from the Park. At a minimum, Promoter shall provide such personnel and facilities, including first aid facilities and medical personnel, as are described on Exhibit C attached hereto.

(b) Before any spectators are admitted to the Park on the day of the Show, (i) all security personnel to be provided for the Show shall be on the premises and (ii) all security related plans which are to be implemented prior to the admission of spectators to the Park shall have been implemented. If such is not the case, Sox may deny spectators admission to the Park and cancel the Show. If Sox cancel the Show pursuant to this Section 3.4, then the rights and obligations of Sox shall be as set forth in Section 10 hereof.

3.5 Promoter and Promoter's representatives shall use their best efforts to eject any disorderly or objectionable person from the Park, and shall be responsible for clearing the Park of spectators following the completion of the Show. The foregoing obligation shall be carried out on the day of the Show solely by Promoter and Promoter hereby assumes responsibility for any damage or liability arising out of such ejection and/or the manner in which such ejection is carried out.

3.6 Promoter shall not at any time permit, and Promoter shall take all reasonable steps to prohibit, any gambling, the sale or use of any illegal narcotics, or any indecent or immoral conduct at the Park on the day of the Show.

3.7 Promoter shall not permit any person to enter the Park on the day of the Show unless such person is (a) a performer at the Show or an appropriately credentialled employee of same, (b) an appropriately credentialled employee of Sox or Promoter rendering services necessary to the promotion and production of the Show, (c) a legitimate ticketholder, including holders of complimentary tickets, (d) appropriately credentialled employees of the approved Show, or (e) an appropriately credentialled representative of the news media. Promoter shall use its best efforts to prevent such permitted entrants from bringing weapons, cans, bottles, thermos jugs or other containers into the Park.

3.8 (Alternate) Sox hereby acknowledges that it has approved _____ as co-sponsors of the Show. Promoter shall not enter into any

other arrangements regarding sponsorship of the Show (in any manner) without obtaining the prior approval of Sox for such sponsorship.

3.9 Promoter shall not post any signs, decorations or advertisements in the Park without the prior approval of Sox.

3.10 Promoter acknowledges and agrees that Promoter has no authority to, and that Promoter shall not, cause or permit any lien or encumbrance of any kind (including materialmen's or mechanics' liens) to attach to the Park or any other property of Sox or Owner. If any such lien shall be so placed, Promoter shall promptly cause such lien to be released, or shall obtain a commitment from Chicago Title & Trust Company, Chicago, Illinois, in form satisfactory to Sox and Owner, to insure title of Owner in the Park over such lien.

3.11 (Alternate) Promoter shall provide at least _____ () restrooms on the day of the Show for the convenience and relief of those spectators and others sitting on the permitted portions of the playing field of the Park.

3.12 Promoter shall provide adequate temporary dressing room facilities on the day of the Show for all performers at the Show. Promoter shall provide on the day of the Show the number of restroom attendants and matrons in Sox' existing restroom facilities equal to the number of such employees routinely provided by Sox at its home baseball games, and shall adhere to all union requirements in this regard.

3.13 Promoter agrees and acknowledges that if Promoter is required to indemnify Sox for any loss pursuant to Section 9.1(i) herein, the damages payable by Promoter shall be based upon an assumed attendance of the average number of customers during the three (3) preceding Saturday Sox home games considering the average amount of ticket concession, and parking revenues, and other services as were consumed at such games.

3.14 Promoter shall make available to Sox for distribution _____ () complimentary Show tickets.

3.15 Promoter shall, at all times, perform and fully observe and comply with all the conditions, regulations and provisions prescribed herein, by the ordinances of the City of Chicago, or by the laws of the State of Illinois, and of the United States of America, (including but not limited to obtaining all governmental permits and approvals required in connection with Promoter's use of the Park and the payment of City of Chicago amusement license fees and taxes).

3.16 Promoter shall be responsible for making all necessary arrangements for spectator parking with the operator(s) of the parking lots in the vicinity of the Park. Sox shall afford Promoter reasonable cooperation in this regard, but Promoter shall be liable for all obligations (including claims for damages to person or property) to operator, spectators and others in connection with parking for the Show. The use of such parking facilities by Promoter shall be subject to the same terms and conditions regarding costs, personnel, security, insurance and indemnification as provided herein with respect to the Park. Net parking revenues shall be distributed as outlined in Section 4.4 hereto.

3.17 On the date of the Show, the personnel ordinarily employed by Sox set forth in Exhibit E hereto shall be available to Promoter to carry out these obligations of Promoter indicated opposite their description on Exhibit E hereto. Promoter agrees and acknowledges that on the date of the Show, such employees shall perform their normal job functions under the control of, and as agents of, the Promoter. If any expenses relating to the employment of such personnel are not paid directly by Promoter, Sox shall invoice Promoter for the total cost of compensating such employees (including without limitation, amounts in respect of payroll and deducted taxes, union dues and amounts payable by Sox in respect of Workmen's Compensation insurance) as provided in Sections 4.2 and 6 herein.

3.18 By _____, Promoter agrees to have removed any stage and all equipment and materials used in connection of such Show.

4. UNDERTAKINGS OF SOX

4.1 Subject to the provisions of Section 6 herein requiring Promoter to pay any expense incurred in connection with the production of the Show, and requiring Promoter to reimburse Sox for out-of-pocket expenses in connection with the Show, the Sox shall be obligated as follows:

(a) On the day of the Show, beginning at such time as Promoter shall designate (but in no case earlier than _____), Sox shall provide Promoter with _____ () ticket windows at the Park for the sole purpose of selling tickets to the Show. The number, location and nature of such windows (i.e. whether attached to the Park or free standing, or whether temporary or permanent) shall be determined by Sox in its sole discretion.

(b) Sox shall provide the normal lighting facilities and public address system typically used for baseball games played at the Park on the day of the Show for the duration of the

Show (and thereafter as may be required in connection with the restoration of the Park). Sox shall provide any personnel necessary to the proper use and operation of such facilities.

(c) Sox shall furnish additional personnel to sweep, clean, wire, disassemble and otherwise perform acts in connection with the restoration of the Park and adjoining parking areas to the condition as required in Section 3 herein.

(d) Sox shall make available to spectators at the Show existing restroom facilities for the Show which facilities shall be in good working order and in sanitary condition.

(e) Sox shall provide Promoter, its personnel and the performers at the Show with specially secured parking on the day of the Show.

(f) Exhibit C sets forth certain estimated expenses by categories, Exhibit D sets forth anticipated rates for contractor employees, and Exhibit E sets forth rates for Sox employees. In connection with the Show, Sox will provide, at Promoter's expense, personnel enumerated in Exhibit E.

(g) Video feeds will be provided to the luxury suites, scoreboard, and other areas of the Park.

4.2 Within _____ () days of the date of the Show, Sox shall invoice Promoter for the costs to Sox of any of the undertakings set forth in this Section 4 or elsewhere herein which have not been previously paid for by Promoter. Promoter shall promptly pay to Sox the amount set forth in such invoice.

4.3 (Alternate) Sox shall, at no charge to Promoter, advertise the Show on its electronic message board during baseball games played at the Park during the _____ () day period preceding each performance.

4.4 Sox shall be entitled to one hundred percent (100%) of net parking income. Promoter, with cooperation of Sox, shall be responsible for making all necessary arrangements with parking lot operator and shall be liable for all obligations therein, including items noted in Section 3.16. Sox shall provide Promoter with parking as outlined in Section 4.1(e).

4.5 Sox shall operate and control the concessions for the sale of food and beverages sold at the Park, including, but not limited to, pricing and menu selection. Sox shall be entitled to one hundred percent (100%) of all receipts thereon. Concessionaire shall have no obligation to sell any specific product.

4.6 Subject to Sox approval, Promoter may enter into an agreement with an outside vendor to sell merchandise (i.e. novelties and other items featuring or relating to the Performer) at the shows. All sales of merchandise shall be through the Sox concessionaire, Illinois Sportservice, subject to all union requirements thereon. The merchandise revenue split shall be sixty percent (60%) to the merchandise vendor and forty percent (40%) to Illinois Sportservice, with all related sales tax being paid by the merchandise vendor.

5. RENTAL PAYMENTS

5.1 In consideration of the rights granted to Promoter herein, Promoter shall pay, or cause to be paid, to Sox, the greater of (a) _____ Dollars (\$ _____) or (b) Fifteen Percent (15%) of Gross Ticket Sales (as herein defined), {ALTERNATE: to a maximum of _____ Dollars (\$ _____)} plus any additional rent as may be required by Section 1.2 herein ("Total Rent"). As used herein, Gross Ticket Sales shall mean the amount equal to all proceeds collected by the exclusive sales agent for tickets to the Show, Ticketmaster, Inc. ("Ticketmaster") in respect of sales of tickets to the Show, less any sales, use, luxury, excise or entertainment taxes paid by, or on behalf of Ticketmaster in respect of such sales. The Total Rent, less the minimum rent paid to Sox pursuant to Section 5.2, shall become due and payable on Show Date.

5.2 Promoter shall deliver to Sox concurrently with the execution hereof, a certified or cashier's check in the amount of _____ Dollars (\$ _____) (the "Minimum Rent"). Promoter acknowledges that the Minimum Rent is in consideration of the Sox entering into this Agreement and holding the Park available for the Show as set forth herein and that the Minimum Rent is fully earned as of the date hereof; provided, however, that in the event the Show is canceled solely for the reasons set forth in Section 11.1 hereof, without fault of Promoter, Sox agrees to return the Minimum Rent to Promoter on terms and conditions as set forth in Section 11.2 herein.

5.3 Sox and Promoter hereby agree and acknowledge that all tickets for admission to the Show (other than promotional tickets distributed pursuant to Section 3.13 herein) shall be sold by Ticketmaster pursuant to an agreement between Promoter and Ticketmaster. All such tickets sold, whether from ticket windows at the Park or elsewhere, shall be sold for a price equal to _____ Dollars (\$ _____) plus the ordinary service charge of Ticketmaster in respect of sales of tickets to similar events plus any applicable sales or luxury taxes. Promoter's agreement with Ticketmaster shall provide either (i) for Ticketmaster to hold all proceeds from the sale of tickets to the Show in a segregated account until such time as purchasers of tickets are

unable to claim a refund for such purchase based upon the failure of Promoter to produce the Show as scheduled; or (ii) for such other means of insuring the availability of funds to pay any claims for refunds of the purchase price of Show tickets as may be satisfactory to Sox. Promoter shall cause Ticketmaster to furnish Sox with a written undertaking pursuant to which Ticketmaster will undertake to hold or arrange for the availability of funds from the sale of Show tickets as set forth in this Section 5.3.

5.4 Promoter shall maintain separate, complete and accurate books and records setting forth each item of expense, and each item of cash receipt which relates in any way to the Show, the preparation and publicity therefore, the production thereof and in connection with the restoration of the Park. Until the second anniversary of the date of the Show, Sox may, upon forty-eight (48) hours' notice to Promoter and during regular business hours, inspect and review all such books and records, and any additional records necessary to verify the accuracy or completeness of such books and records.

5.5 Promoter shall not sell through Ticketmaster, give away or otherwise dispose of, more than _____ () Show tickets, including the complimentary tickets provided for in Section 3.13 hereof.

5.6 Promoter shall make available _____ () tickets for Sox purchase, which shall be in choice seat locations.

5.7 Promoter is entitled to sell suite tickets for the performance to the current Suite holders only. Promoter must inform Sox of Promoter's desire to sell tickets to the Suite holders ten (10) days prior to the Show. In the event Promoter decides to sell tickets to the Suite holders, Promoter will be responsible for all costs associated with the operation of the entire suite area, including, but not limited to, security, staffing and cleanup.

6. COSTS AND EXPENSES

6.1 Promoter shall bear the expense of all costs, direct or indirect, necessary or incidental to the production and promotion of the Show, the restoration of the Park as provided herein and the performance of all of the Promoter's obligations hereunder ("Show Costs"). Without limiting the generality of the foregoing, it is specifically agreed that Promoter shall be responsible for all costs associated with items noted in Section 4, all electricity and other utility charges at the Park during the period of the preparation for, conducting of, and restoration of the Park after, the Show. Sox shall invoice Promoter for such electrical and other utility charges as set forth herein at a rate of _____ Dollars (\$) for each hour the Park is

used in any manner on the date of the Show. All salaries of those employees of Sox described in Exhibit E hereto for the period of time devoted by such employees to Show related activities shall be Show Costs, and shall be invoiced to Promoter by Sox as provided in Section 4.2 herein.

6.2 Where feasible, Promoter shall pay or incur directly all obligations in connection with all Show Costs. With respect to those Show Costs which are of a nature that such Show Costs may be paid or incurred only by Sox, Sox shall invoice Promoter as provided in Section 4.2 herein for any such Show Costs so paid or incurred by Sox.

6.3 If Promoter shall fail to pay, or otherwise satisfy any obligations which Promoter is obligated to pay or satisfy herein, Sox may, at its option and in addition to any remedies available to Sox pursuant to the terms hereof or at law or in equity, itself pay or satisfy, any such obligations. All sums paid by Sox in this regard shall be immediately reimbursed by Promoter. Sox shall invoice Promoter for the cost of any such additional undertakings in the manner provided in Section 4.2 herein.

7. INSURANCE

7.1 Not less than _____ () days prior to the date of the Show, Promoter shall obtain at its sole cost, and deliver to Sox and Owner a certificate or certificates of insurance evidencing ownership of a comprehensive general public liability issued by a company or companies acceptable to Sox and er, with a combined single liability limit of not less than _____ Dollars (\$) in the aggregate on account of any accident or occurrences in or about the Park in the adjoining parking areas and access ways thereto resulting in bodily injury, death or property damage; and a fire, legal liability policy or policies in the amount of _____ Dollars (\$) per occurrence; which policy or policies shall designate Sox, Owner, Chisox Corporation, a general partner of Sox, and Comiskey Park Corporation, general partner of Owner, as additional insured parties thereunder. Such policies shall provide that the insurance provided for therein shall be the primary obligations of their issuers and that coverage thereunder is not contingent upon participation or payment, by or under, any other company or policy.

7.2 Promoter shall pay all premiums and perform all acts necessary to maintain the policies required to be purchased in Section 7.1 herein until such time as Sox, in its reasonable determination, shall release Promoter from such obligation.

8. SECURITY DEPOSIT

8.1 Concurrently with the execution hereof, Promoter shall deliver to Sox either (i) _____ Dollars (\$) in cash

or (ii) an irrevocable letter of credit in the amount of _____ Dollars (\$ _____) (net of any fees or interest charges) payable on the last business day preceding the date of the Show in form acceptable to Sox and drawn on a bank having assets in excess of \$500,000,000 whose principal office is located in downtown Chicago, Illinois (the "Security Deposit"). The Security Deposit shall be dispersed and accounted for only as provided in this Section 8, shall be in addition to the Minimum Rent and shall stand as security for the performance of Promoter of its obligation to pay all Show Costs and to indemnify Sox and other persons pursuant to Section 9 hereof.

2
8.2 Within _____ () days of the date of the Show, Sox shall submit to Promoter a statement certified by an officer of Sox setting forth the following:

- (a) the amount of Show Costs for which the Sox are to be reimbursed pursuant to Section 6 herein;
- (b) the amount of Show Costs which shall or may become due and payable in the future against the satisfaction of which Sox intend to reserve sums; and
- (c) the amount Sox reasonably intend to hold in reserve in respect of any indemnified losses pursuant to Section 9 herein, and the basis therefore.

Such statement shall be accompanied by payment to Promoter in an amount equal to the difference between (i) the _____ Dollars (\$ _____) Security Deposit and (ii) the sum of the amounts set forth in (a), (b) and (c) above.

8.3 Within _____ () days of receipt of such notice, Promoter may notify Sox of any dispute it may have with any of the calculations set forth in items 8.2(a-c) above. Any item not objected to shall be binding on Promoter. Any dispute with respect to such notice shall be resolved by binding arbitration proceedings in accordance with the rules of the American Arbitration Association. Sox shall submit monthly statements as set forth in Section 8.1 herein until the entire Security Deposit is distributed to Sox, third parties or to Promoter.

8.4 To the extent that Sox receive payments or insurance proceeds in respect of sums previously deducted from the Security Deposit, Sox shall promptly deliver any such proceeds to Promoter.

8.5 The deduction of sums from the Security Deposit by Sox in respect of sums due, or claimed to be due, from Promoter pursuant to the terms and provisions hereof shall not constitute a waiver of any other remedies available to Sox at law or in

equity, nor shall such deduction constitute an election of remedies or liquidation of any claims, other than claims arising out of Show Costs as described in Section 8.1(a) herein.

8.6 Sox shall maintain separate, complete and accurate books and records setting forth each item of expense and each item of cash receipt which relates in any way to the Show, the preparation and publicity therefore, the production thereof and the restoration of the Park. Until the first anniversary of the date of the Show, Promoter may, upon forty-eight (48) hours' written notice to Sox, and during regular business hours, inspect and review all such books and records, and any additional documents necessary to verify the accuracy or completeness of such records.

9. INDEMNIFICATION

9.1 Promoter hereby indemnifies and holds harmless, Sox, Comiskey Park Associates, Ltd. (Owner), Chisox Corporation (A General Partner of Sox), Comiskey Park Corporation (A General Partner of Owner), and all affiliates and agents of same (the "Indemnified Parties") from and against any and all claims, suits, losses, expenses, costs of investigation damages and liabilities (including reasonable attorneys' fees and expenses) of, to or from any party, arising out of or relating to (a) the purchase or sale of Show tickets, (b) any incidents, or occurrences, accidents or damages to any party occurring in or about the Park, and the parking facilities, sidewalks and thoroughfares adjacent thereto on the day of the Show, (c) any claims by or on behalf of agents or employees of Promoter or Sox arising out of Show related activities, (d) any claims by spectators relating to any occurrence at the Park on the day of the Show, (e) any claims arising out of copyright infringement, appropriation of name or likeness, unfair competition or invasion of privacy arising out of the production or promotion of the Show, (f) any claims by governmental authorities with respect to non-compliance with laws applicable to the promotion and production of the Show, (g) any breach or alleged breach by Promoter of any of Promoter's covenants, representations and warranties herein, (h) any damage whatsoever to the Park, caused by, or related to the production of the Show or any spectator attending the Show, (i) any loss arising out of the forfeiture of any American League baseball game due to the field being unplayable as a result of the Show (such loss shall be calculated in accordance with 3.13 herein), (j) any loss arising out of claims for sums due by any performer at the Show, or (k) any other claim or action which relates in any way to the production, promotion or cancellation of the Show.

9.2 (a) If any Indemnified Party shall discover or have actual notice of facts giving rise or which may give rise to a claim for indemnity under this Section 9, or shall receive notice of any demand, assertion, claim, action or proceeding, judicial

or otherwise ("Action") with respect to any matter for which indemnification may be claimed, the Indemnified Party shall promptly notify Promoter in writing thereof together with a statement of such information respecting such matter as the Indemnified Party then has; it being understood and agreed that any failure or delay of the Indemnified Party to so notify Promoter shall not relieve the Promoter from liability hereunder except and solely to the extent that such failure or delay shall have materially adversely affected the Promoter's ability to defend against, settle or satisfy any such Action. Following such notice, Promoter shall have the right, at its sole cost and expense, to contest or defend such Action, through attorneys, accountants and others of its own choosing and in the event it elects to do so, it shall promptly notify the Indemnified Party of such intent to contest or defend such Action. If, within twenty (20) business days following such notice from Promoter, the Indemnified Party has not received notice from Promoter that such Action will be contested or defended by Promoter, the Indemnified Party shall have the right to (i) authorize attorneys satisfactory to it to represent it in connection therewith, and/or (ii) at any time settle, compromise or pay such Action, in either of which events the Indemnified Party shall be entitled to indemnification therefore subject to this Section 9.

(b) In the event and so long as Promoter is actively contesting or defending against an Action as hereinabove provided, the Indemnified Party shall cooperate with Promoter and its counsel in such contest or defense, shall join in making any appropriate counterclaim or cross-claim in connection with the Action and shall provide such access to the books and records of the Indemnified party as shall be necessary in connection with such defense or contest, all at the sole cost and expense of Promoter. In the event and so long as (i) Promoter is actively conducting such defense or contest and (ii) Promoter has provided evidence satisfactory to such Indemnified Party that Promoter has the financial capability to satisfy the maximum amount of liability in connection with the Action, no Action shall be settled, compromised or paid by the Indemnified Party without the prior written consent of Promoter, unless such Action has been adjudicated by a final, unappealable order of a court of competent jurisdiction.

10. DEFAULT

10.1 The occurrence of any one or more of the following events shall constitute an Event of Default by Promoter hereunder:

- (a) the failure by Promoter to comply with or perform, within the applicable time limits prescribed

herein, any covenant or agreement which is by the terms hereof required to be performed or complied with prior to the day of the Show;

- (b) any representation or warranty of Promoter herein shall prove to be untrue in any material respect;
- (c) Sox shall have reasonable basis to believe that the Featured Performer will not appear and perform at the Show (it being understood that the Sox' rights hereunder shall be in addition to and not by way of limitation of the provisions of Section 2.4 hereof);
- (d) the appointment of a receiver or trustee in bankruptcy under the Bankruptcy Code, or of a liquidator of all or a substantial part of the assets of Promoter or the institution of any three proceedings arising out of the inability of Promoter for his affiliates to pay his debts; or
- (e) the admission by Promoter in writing of its inability to pay his debts as they mature, or the making of a general assignment or attempted assignment for the benefit of creditors, or the filing by Promoter of a voluntary petition in bankruptcy under the Bankruptcy Code, or any adjudication that Promoter is bankrupt or insolvent in a case under the Bankruptcy Code or the filing by Promoter of a petition or answer seeking liquidation under the Bankruptcy Code or consent to an involuntary petition under the Bankruptcy Code.

10.2 Upon the occurrence of an Event of Default, Sox may, at its sole option by written notice to Promoter, cancel the Show. In such event, or in the event that the Show is cancelled or fails to take place for any reason (other than the reasons set forth in Section 11.1 hereof) without breach by Sox of any of its covenants or agreements hereunder, then this Agreement shall terminate in all respects except for the continuing rights and obligations of the parties which shall be as follows:

- (a) Sox shall be entitled to retain the Minimum Rent in consideration of having entered into this Agreement as provided in Section 5.2 herein;
- (b) Promoter's obligations hereunder insofar as they relate to the restoration of the Park and the payment of all Show Costs shall remain in full force and effect, and Sox shall retain the security deposit and account for same as provided in Section 8 hereof; and

- (c) Other obligations of Promoter pursuant to Section 9 hereof shall continue in full force and effect until every claim or potential claim thereunder is barred by applicable statutes of limitations.

11. DISRUPTION OF USE

11.1 Should Park, or any part thereof, be made unfit for the use contemplated herein, in the reasonable opinion of either party hereto, by fire or other casualty or by riot, war, civil commotion, work stoppage, refusal to work, strike, lockout, slowdown, sitdown, picketing or boycott, whether by employees or non-employees of either party hereto, by failure of gas, water, electricity or other utility or by condemnation by any governmental authority of by any other cause, or the existence of extraordinary weather conditions on the date of the Show which threaten to cause, in and of themselves, physical harm to spectators at the Show, either party hereto may, at its discretion, cancel the Show, provided that as soon as practicable after such party becomes aware of any facts which give rise to a right to cancel the Show pursuant to this Section 11, such party shall notify the other party of such facts and whether it intends to cancel the Show. The party so notified shall thereafter have the right to take such action as it deems necessary to prevent, alter or terminate the action or circumstances entitling the party giving such notice to cancel the Show hereunder, and such party giving notice may not cancel the Show until the matter is finally settled or adjudicated, provided, however, that either party may cancel at any time during the twenty-four (24) hour period immediately before the Show is scheduled to begin if such matter is not finally settled or adjudicated prior to such cancellation. It is agreed that, except for the extraordinary weather conditions described above, weather conditions shall not entitle either party to cancel the Show pursuant to this Section 11.1

- (a) Sox shall refund the Minimum Rent to Promoter; provided that if Sox shall reasonably believe that Promoter will be unable or unwilling to satisfy its obligations pursuant to subparagraphs (b) and (c) below, Sox shall be entitled to hold the Minimum Rent as additional security therefore, in which event the Minimum Rent shall be accounted for in the same manner as the Security Deposit.
- (b) Promoter's obligations hereunder insofar as they relate to the restoration of the Park and the payment of all Show Costs shall remain in full force and effect, and Sox shall retain the security deposit and account for same as provided in Section 8 hereof; and

- (c) the obligations of Promoter pursuant to Section 9 hereof shall continue in full force and effect until every claim or potential claim thereunder is barred by applicable statutes of limitations.

12. REPRESENTATIONS AND WARRANTIES OF SOX

Sox represents and warrants as follows:

- (a) Sox have full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and this Agreement is valid and binding upon and enforceable against Sox in accordance with its terms.
- (b) The execution and delivery of this Agreement, and the consummation of the transactions herein provided, will not result in the breach by Sox of any of the terms or conditions of, or constitute a default under, or in any manner release any party thereto from any obligation under, any lease, mortgage, note, bond indenture, contract, agreement, assignment, license or other instrument or obligation of any kind or nature to which Sox is a party, or by which it may be bound or affected.

13. REPRESENTATIONS AND WARRANTIES OF PROMOTER

Promoter hereby represents and warrants that:

- (a) Promoter has full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and this Agreement is valid and binding upon and enforceable against it in accordance with its terms.
- (b) The execution and delivery of this Agreement, and the consummation of the transactions herein provided, will not result in the breach by Promoter of any of the terms or conditions of, or constitute a default under, or in any manner release any party thereto from any obligation under, any mortgage, note, bond indenture, contract, agreement, license or other instrument or obligation of any kind or nature to which Promoter is a party, or by which Promoter may be bound or affected.
- (c) (Alternate) Promoter has delivered to Sox copies of its unaudited balance sheet (the "Balance Sheet") as of _____ . The Balance Sheet is true and complete in all material

respects, has been prepared in accordance with generally accepted accounting principles consistently followed (except as may be stated in the explanatory notes to such statements), and presents fairly the financial position of Promoter on the date hereof.

14. RESERVATION OF RIGHTS BY SOX

14.1 Sox reserve the right to promulgate and enforce necessary and proper rules for the management and operation of the Park during the Show, provided that Promoter may make and enforce rules not inconsistent with rules of Sox. Representatives of Sox designated in writing by Sox to Promoter prior to the Show may enter the Park, at any time and on any occasion without restriction whatsoever. Sox shall continue to have the right to use and occupy portions of the Park not covered by this Agreement and shall have the right to designate any areas, facilities and services to be shared.

14.2 Sox reserve the right to collect and store lost and misplaced articles left in the Park before, during, or after the Show.

15. MISCELLANEOUS PROVISIONS

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect hereto. This Agreement may not be changed or modified except by a written instrument signed by all of the parties hereto.

15.2 Notices. All notices of other communications required or permitted to be given by one party to the other shall be given in writing by registered mail, postage prepaid, addressed or delivered to such other party:

In the case of Promoter at:

In the case of Owner at:

Chicago White Sox
324 West 35th Street
Chicago, Illinois 60616
Attention: Howard C. Pizer

with a copy to:

Katten, Muchin, Zavis, Pearl & Galler
525 West Monroe Street, Suite 1600
Chicago, Illinois 60606-3695
Attention: Gerald M. Penner, Esq.

or at such other addresses as may be specified by any party hereto by notice similarly given. All notices and other communications shall be deemed to have been received when delivered, or if mailed, three (3) business days after the mailing thereof.

15.3 Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

15.4 Severability. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

15.5 Waiver. No waiver of any right, obligation or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. Any particular waiver of any right, obligation or default shall not be construed as a waiver of any subsequent or other right, obligation, or default. The remedies of either party provided herein shall be cumulative and not exclusive.

15.6 Relationship of the Parties. Promoter and Sox are and at all times shall be considered as independent contractors and in no way agents of or employees, partners or joint venturers with, each other. Except as provided herein, neither party may bind another party to any obligation.

15.7 Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Illinois.

15.8 Assignment. Neither party may assign any of its rights or obligations hereunder without the written consent of the other party hereto, and any such attempted or purported assignment shall be void ab initio.

15.9 Section Headings. Section headings have been included merely for convenience of reference and are not to be considered part of, or to be used in interpreting, this Agreement.

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date first above written.

CHICAGO WHITE SOX, LTD. _____

By: _____
A. General Partner

By: _____

EXHIBIT A

EXHIBIT B

(Diagram of Comiskey Park)

EXHIBIT B

RESTRICTED AREAS FOR SHOW(S):

- Playing Field except for area expressly permitted in Section 1.3.
- All elevators.
- Second floor offices.
- Entire fourth floor dining areas.
- Entire fifth floor.
- Home clubhouse

EXHIBIT F
CATEGORIES OF TEAM EXPENSES

Exhibit F

Categories of Team Expenses

Baseball Administration Salaries

Baseball Administrative Expenses

Taxes and Insurance

Social Security Taxes
Unemployment Taxes
Player Accident & Life Insurance
Workmen's Compensation Insurance

Team

Players Salaries & Bonuses - 40 Man Roster
Current Year Deferred Salaries
"Rule 5" Players Draft Cost
Attorney Fees - Baseball Department
Arbitration Costs
Winter Baseball Costs

Player Movements

Recall - Airfare
Recall - Meal Money
Recall - Lodging
Option/Outright - Airfare
Moving Allowances
Rehabilitation

Team Staff

Manager & Coaches Salaries
Non-Uniform Personnel Salaries
BP Pitcher/Catcher Salaries
Coaches Benefits
Bat Boys

Travel

Hotel Costs
Meal Money
Transportation - Airfare
Trucks, Buses, Tips & Dues
Miscellaneous

Winter Meetings

Hotel Costs
Airfare
General Expenses

Clubhouse & Baseball Equipment

Uniform Cleaning
Uniforms
Staff & Doctor Uniforms
Baseballs
Bats
Clubhouse Supplies

Other Equipment

Other

Video Recording
Weather Consultation
Shipping & Mailing
Miscellaneous
Baseball Computer Services
On-Deck Circle Publication
Wives Benefits
Other Benefits
Field Equipment
Conditioning Expenses

Trainers

Medical Supplies
Treatment Equipment
Physical Equipment
Medical Bills - Home
Medical Bills - Road
Lab Work, Tests & Physicals
X-Rays & Supplies
X-Ray Costs - Road
Computer
Transportation
Repairs & Services
Preventative Devices
Physician Retainer
Research - Team Physician
Miscellaneous

Spring Training

Salaries
Telephone
Rental Cars
Hotel Costs
Per Diem
Transportation
Miscellaneous
Groundskeeping
Equipment Shipment
Laundry & Cleaning
Umpires
Ticket Printing
Baseballs
Office Supplies
Trailer Rental
Clubhouse Luncheon Supplies
Water
Miscellaneous Equipment
Towels & Toiletries
Rent and Related Facility Costs

EXHIBIT G
AMENDMENT TO ACT

1 AN ACT to amend the Illinois Sports Facilities Authority
2 Act and certain Acts named herein.

3 Be it enacted by the People of the State of Illinois.
4 represented in the General Assembly:

5 Section 1. Sections 2, 8, 9, 10, 12, 13, 15, 16, 17 and
6 19 of the "Illinois Sports Facilities Authority Act",
7 approved January 20, 1987, as amended, are amended and
8 Sections 20, 21 and 22 are added thereto, the added and
9 amended Sections to read as follows:

(Ch. 85, par. 6002)

10 Sec. 2. Definitions - general provisions. In this Act the
11 following words have the meanings indicated:

12 (A) "Authority" means the Illinois Sports Facilities
13 Authority.

14 (B) "Facility" means:

15 (1) Stadiums, arenas or other structures for the holding
16 of athletic contests or events, including baseball, football
17 and automobile racing; musical, dramatic and other artistic,
18 or social events; and

19 (2) Practice fields, or other areas where professional
20 sports teams may practice or perform.

21 (3) "Facility" also means the following types of
22 property if that property is directly related to an item
23 listed in paragraphs (1) through (2) of subsection (B) of
24 this Section:

25 (i) Offices, parking lots and garages, access roads,
26 transportation facilities, restaurants and stores;

27 (ii) Other recreation areas; and

28 (iii) Other property or structures including all
29 fixtures, furnishings, and appurtenances normally associated
30 with such facilities.

31 (C) "Management Agreement" means a legally binding
32 contract between the Authority and a tenant of the facility

Secretary of the Senate

Originated in the Senate

Handwritten signature

PUBLIC ACT 85-034

1 which contains at least the following provisions: 90

2 (1) a provision requiring the tenant to conduct its 92

3 complete regular home season schedule and any home playoff 93

4 events in the facility;

5 ~~†2† a provision requiring the tenant to be responsible 95~~

6 ~~for all expenditures for normal maintenance not attributable 96~~

7 ~~to ordinary wear and tear;~~

8 (2) ~~†3†~~ a provision requiring the tenant to provide 98

9 routine maintenance of and to operate maintain the facility 99

10 with its personnel or contractors ~~and to be responsible for 100~~

11 ~~the costs of stadium operation and maintenance including 101~~

12 ~~provisions for liability insurance;~~

13 (3) ~~†4†~~ a provision requiring the tenant to advertise 103

14 and promote events it conducts at the facility; 104

15 (4) ~~†5†~~ a provision requiring the tenant to operate or 106

16 contract for concessions for the patrons of the facility, 107

17 including a stadium club and restaurant where food and 108

18 beverages will be served;

19 (5) a provision permitting the Authority or its 110

20 designee, to hold other events in any facility at such times 111

21 as shall not unreasonably interfere with the use thereof by 112

22 the tenant. ~~†6† a provision requiring the tenant to not 113~~

23 ~~unreasonably withhold permission for the holding of other 114~~

24 ~~events in the facility; 115~~

25 (Ch. 85, par. 6008) 117

26 Sec. 8. Powers. In addition to the powers set forth 119

27 elsewhere in this Act, the Authority may: 120

28 (1) Adopt and alter an official seal; 122

29 (2) Sue and be sued, plead and be impleaded, all in its 124

30 own name, and agree to binding arbitration of any dispute to 125

31 which it is a party;

32 (3) Adopt bylaws, rules, and regulations to carry out 127

33 the provisions of this Section;

34 (4) Maintain an office or offices at such place as the 129

Authority may designate;

1 (5) Employ, either as regular employees or independent 1
2 contractors, consultants, engineers, architects, accountants, 1
3 attorneys, financial experts, construction experts and 1
4 personnel, superintendents, managers and other professional 1
5 personnel, and such other personnel as may be necessary in 1
6 the judgment of the Authority, and fix their compensation;

7 (6) Determine the locations of, develop, establish, 1
8 construct, erect, acquire, own, repair, remodel, add to, 1
9 extend, improve, equip, operate, regulate and maintain 1
10 facilities to the extent necessary to accomplish the purposes 1
11 of the Authority;

12 (7) Acquire, hold, lease, use, encumber, transfer, or 1
13 dispose of real and personal property, including the 1
14 alteration of or demolition of improvements to real estate; 1

15 (8) Enter into contracts of any kind; 1

16 (9) Regulate the use and operation of facilities 1
17 developed under the provisions of this Act; 1

18 (10) Enter into one or more management agreements which 1
19 conform to the requirements of this Act and which may contain 1
20 such provisions as the Authority shall determine, including, 1
21 without limit, (i) provisions allocating receipts from rents, 1
22 rates, fees and charges for use of the facility or for 1
23 services rendered in connection with the facility between the 1
24 Authority and the tenant of the facility; (ii) provisions 1
25 providing for or limiting payments to the Authority for use 1
26 of the facility based on levels of attendance and/or receipts 1
27 of the tenant from admission charges, parking concessions, 1
28 advertising, radio and television and other sources; (iii) 1
29 provisions obligating the Authority to make payments to the 1
30 tenant with respect to expenses of routine maintenance and 1
31 operation of any facility and operating expenses of the 1
32 tenant with respect to use of the facility; (iv) provisions 1
33 requiring the Authority to pay liquidated damages to the 1
34 tenant for failure of timely completion of construction of 1
35 any new facility; (v) provisions permitting the Authority to 1

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1 grant rent-free occupancy of an existing facility pending 167
2 completion of construction of any new facility and requiring
3 the Authority to pay certain incremental costs of 168
4 maintenance, repair, replacement and operation of an existing 169
5 facility in the event of failure of timely completion of 170
6 construction of any new facility; (vi) provisions requiring
7 the Authority to reimburse the tenant for certain State and 171
8 local taxes and provisions permitting reductions of payments 172
9 due the Authority by the tenant in the event of imposition of 173
10 certain new, and/or the increase above specified levels of 174
11 certain existing State and local taxes; (vii) provisions 175
12 obligating the Authority to purchase tickets to events
13 conducted by the tenant based upon specified attendance 176
14 levels; (viii) provisions granting the tenant the right and 177
15 option to extend the term of the management agreement; (ix) 178
16 provisions creating an assignment and pledge by the Authority 179
17 of certain of the Authority's revenues and receipts to be 180
18 received under Section 19 of this Act for the benefit of the
19 tenant of the facility as further security for performance by 181
20 the Authority of its obligations under the management 182
21 agreement; and (x) provisions requiring the establishment of 183
22 reserves by the Authority or by the tenant, or both, as 184
23 further security for the performance of their respective
24 obligations under the management agreement Fix-and-revise 185
25 from-time-to-time-and-charge-and-collect-rates-rental--fees, 187
26 or--other--charges--for-the-use-of-facilities-or-for-services 188
27 rendered-in-connection-with-the-facilities;
28 (11) Borrow money from any source for any corporate 190
29 purpose, including working capital for its operations, 191
30 reserve funds, or interest, and to mortgage, pledge or 192
31 otherwise encumber the property or funds of the Authority and 193
32 to contract with or engage the services of any person in 194
33 connection with any financing, including financial
34 institutions, issuers of letters of credit, or insurers and 195
35 enter into reimbursement agreements with this person which 196

1 may be secured as if money were borrowed from the person;

2 (12) Issue bonds or notes under Section 13 of this Act;

3 (13) Receive and accept from any source, private or
4 public, contributions, gifts, or grants of money or property;

5 (14) Make loans from proceeds or funds otherwise
6 available to the extent necessary or appropriate to
7 accomplish the purposes of the Authority;

8 (15) Provide for the insurance of any property,
9 operations, officers, agents or employees of the Authority
10 against any risk or hazard and to provide for the
11 indemnification of its members, employees, contractors or
12 agents against any and all risks;


13 (16) Provide relocation assistance and compensation for
14 landowners and tenants displaced by any land acquisition of
15 the Authority, including the acquisition of land and
16 construction of replacement housing thereon as the Authority
17 shall determine;

18 (17) ~~(16)~~ Exercise all the corporate powers granted
19 Illinois corporations under the Business Corporation Act of
20 1983, except to the extent that powers are inconsistent with
21 those of a body politic and corporate of the State;

22 (18) ~~(17)~~ Do all things necessary or convenient to carry
23 out the powers granted by this Act.

24 The Authority may not construct or enter into a contract
25 to construct more than one new stadium facility unless
26 authorized by law.

27 The Authority may adopt such rules pursuant to The
28 Illinois Administrative Procedure Act as are necessary to
29 carry out those powers and duties conferred by this Act. The
30 Authority may initially adopt, by January 1, 1989 1988, such
31 rules as emergency rules in accordance with the provisions of
32 Section 5.02 of The Illinois Administrative Procedure Act.
33 For purposes of The Illinois Administrative Procedure Act,
34 the adoption of the initial rules shall be deemed to be an
35 emergency and necessary for the public interest, safety and



1 welfare. 234
 (Ch. 85, par. 6009) 236
 2 Sec. 9. Duties. In addition to the powers set forth 238
 3 elsewhere in this Act, subject to the terms of any agreements 239
 4 with the holders of the Authority's bonds or notes, the 240
 5 Authority shall:
 6 ~~(1) insure any stadium facility against casualty risk~~ 242
 7 ~~for its replacement cost;~~
 8 (1) (2) Comply with all zoning, building, and land use 244
 9 controls of the municipality within which it owns any stadium 245
 10 facility;
 11 (2) (3) Enter into a management agreement with a tenant 247
 12 to operate the facility for a period at least as long as the 248
 13 term of any bonds issued to finance construction of the 249
 14 facility. Such agreement shall contain appropriate and 250
 15 reasonable provisions with respect to termination, default 251
 16 and legal remedies;
 17 (3) (4) Create and maintain a financial reserve 253
 18 sufficient for repair and replacement of all capital assets 254
 19 reasonably anticipated over the life of the management 256
 20 agreement and deposit into this reserve not less than
 21 \$1,000,000 per year beginning at such time as the Authority 257
 2 and the tenant shall agree;
 3 (4) (5) Acquire a site or sites for a facility 259
 4 reasonably accessible to the interested public and capable of 261
 25 providing adequate at least 7,000 spaces for automobile 262
 26 parking;
 27 (5) In connection with prequalification of general 265
 28 contractors for construction of the new stadium facility, the
 29 Authority shall require submission of a commitment detailing 266
 30 how the general contractor will expend 25% or more of the 267
 31 dollar value of the general contract with one or more 268
 32 minority business enterprises and 5% or more of the dollar 269
 33 value with one or more female business enterprises. This 270
 34 commitment may be met by contractor's status as a minority

1 business enterprise or female business enterprise, by a joint 2
 2 venture or by subcontracting a portion of the work with or by 2
 3 purchasing materials for the work from one or more such 2
 4 enterprises, or by any combination thereof. Any contract 2
 5 with the general contractor for construction of the new 2
 6 stadium facility shall require the general contractor to meet
 7 the foregoing obligations and shall require monthly reporting 2
 8 to the Authority with respect to the status of the 2
 9 implementation of the contractor's affirmative action plan 2
 10 and compliance with that plan. This report shall be filed
 11 with the General Assembly. The Authority shall establish and 2
 12 maintain an affirmative action program designed to promote
 13 equal employment opportunity which specifies the goals and 2
 14 methods for increasing participation by minorities and women 2
 15 in a representative mix of job classifications required to 2
 16 perform the respective contracts. The Authority shall file a 2
 17 report before March 1 of each year with the General Assembly 2
 18 detailing its implementation of this paragraph. The terms 2
 19 "minority business enterprise" and "female business
 20 enterprise" shall have the meanings provided in (6)--Be 2
 21 subject-to--the--requirements--of the Minority and Female 2
 22 Business Enterprise Act; 2

23 (6) Provide for the construction of any facility
 24 pursuant to one or more contracts which require delivery of a 2
 25 completed facility at a fixed maximum price to be insured or 2
 26 guaranteed by a third party determined by the Authority to be 2
 27 financially capable of causing completion of construction of 2
 28 such a facility. 2

(Ch. 85, par. 6010) 29

29 Sec. 10. Reporting. Public--Notices--(A)--Prior--to 29
 30 selecting--a-facility-site--the-Authority--shall--hold--a-public 30
 31 hearing--within--five--miles--of--any--site--proposed--to--be--acquired 30
 32 for--the--purpose--of--soliciting--public--comment--At--least--30 30
 33 days--prior--to--the--public--hearing--required--by--this--Section,
 34 the--Authority--shall--notify--the--city--clerk--of--the--City--of 30

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1 ~~Encage--in-which-the-facility-is-proposed-to-be-located,-and~~ 304
2 ~~advertise-the-notice-in-a-newspaper-of-general-circulation-in~~ 305
3 ~~that-locality.--The-notice-required-by-this-subsection--shall~~
4 ~~include:~~
5 ~~(i)--A-description--of-the-site-proposed-to-be-acquired;~~ 307
6 ~~(ii)--The-intended-use-of-the-site-and~~ 308
7 ~~(iii)--The-date,-time,-and--location--of--the--public~~ 311
8 ~~hearing:~~
9 ~~(B) (1) Promptly following Before-acquiring-or entering~~ 313
10 ~~into a management agreement lease-involving-a--facility--site~~ 315
11 ~~and before-entering-into a construction contract involving a~~
12 ~~new facility or facility site, the Authority shall submit a~~ 316
13 ~~detailed written report and findings of the Authority with~~ 317
14 ~~respect to that-justify the proposed management agreement~~ 318
15 ~~acquisition,-lease or contract to the General Assembly.~~
16 (2) The report and findings of the Authority shall 321
17 include:
18 (I) A detailed plan of the method of funding the 324
19 ~~management agreement acquisition,-lease, or contract;~~
20 (II) An evaluation of the economic consequences of the 326
21 ~~proposed management agreement acquisition,-,-lease, or~~ 327
22 ~~contract;~~
23 (III) An analysis of the reasons for acquiring a site 330
24 ~~for constructing a new facility.~~ 331
25 (Ch. 85, par. 6012) 333
26 Sec. 12. Acquisition of property. The Authority may 335
27 ~~acquire in its own name, by gift or purchase, any real or~~ 336
28 ~~personal property, or interests in real or personal property,~~ 337
29 ~~necessary or convenient to carry out its corporate purposes~~ 338
30 ~~construct-or-operate-any-facility.~~
31 The Authority may acquire by eminent domain, by complaint 340
32 ~~filed proceedings--commenced before July 1, 1991 pursuant to~~ 342
33 ~~Article VII of the Code of Civil Procedure, as amended, and~~ 343
34 ~~the Authority may acquire by immediate vesting of title,~~ 344
35 ~~commonly referred to as "quick take", pursuant to Sections~~ 345

1 7-103 through 7-112 of the Code of Civil Procedure, as
 2 amended including quick-take, real or personal property or
 3 interests in real or personal property located within any of
 4 the following described parcels:

5 Parcel A:

6 That property located within the City of Chicago bounded
 7 by 33rd Street on the North, Normal Street on the West, 35th
 8 Street on the South and the Western most part of the
 9 right-of-way of the Chicago and Western Indiana R.R. on the
 10 East.

11 Parcel B:

12 That property located within the City of Chicago bounded
 13 by 33rd Street on the North, the Eastern most part of the
 14 right-of-way of the Conrail R.R. on the West, 37th Street on
 15 the South and Wentworth Avenue on the East with the exception
 16 of the following: Lots 1 to 10, inclusive, and Lot 13 in Le
 17 Moyne's Subdivision of the South 1/2 of Block 19 of Canal
 18 Trustees' Subdivision of Section 33, Township 39 North, Range
 19 14, East of the Third Principal Meridian, together with those
 20 parts of the East 1/2 of the vacated North and South 16 foot
 21 alley in said subdivision lying West of and adjoining said
 22 lots;

23 also excepting

24 Lots 42, 43, 44 and 45 in Le Moyne's Subdivision
 25 aforsaid together with the North 1/2 of the vacated East and
 26 West 16 foot alley in said subdivision lying South of and
 27 adjoining said Lot 45, and also those parts of the West 1/2
 28 of the vacated North and South 16 foot alley in said
 29 subdivision lying East of and adjoining said Lots 42, 43, 44
 30 and 45 and the North 1/2 of the vacated East and West 16 foot
 31 alley lying South of and adjoining said Lot 45;

32 also excepting

33 Lots 14 to 23, inclusive, and Lot 24 (except the North 16
 34 feet thereof) in Le Moyne's Subdivision of the South 1/2 of
 35 Block 19 of Canal Trustees' Subdivision of Section 33.

1 Township 39 North, Range 14, East of the Third Principal 384
 2 Meridian, together with those parts of the East 1/2 of the 385
 3 vacated North and South 16 foot alley in said subdivision
 4 lying West of and adjoining said lots and part of lot: 386
 5 also excepting 388
 6 lots 27 to 37, inclusive, in Le Moyne's Subdivision aforesaid 390
 7 together with that part of the South 1/2 of the vacated East 391
 8 and West 8 foot alley in said subdivision lying North of and 392
 9 adjoining said Lot 27, and also those parts of the West 1/2 393
 10 of the vacated North and South 16 foot alley said subdivision 394
 11 lying East of and adjoining said Lots 28 to 37, inclusive, 395
 12 and that part of said Lot 27 lying South of the South line of
 13 the North 16 feet of Lot 24 in said subdivision extended 396
 14 West, all in Cook County, Illinois.
 15 Parcel C: 398
 16 That property located within the City of Chicago bounded 400
 17 by 37th Street on the North, the Eastern most part of the 401
 18 right-of-way of the Conrail R.R. on the West, 39th 30th 402
 19 Street on the South and Princeton Ave Wells--Street on the 403
 20 East.
 21 Provided, however, that the Authority shall not have the 405
 22 power to acquire by eminent domain any property located 406
 23 within Parcel A, Parcel B or Parcel C which was, on January 407
 24 1, 1987, owned, leased, used or occupied by the City of 408
 25 Chicago, the Chicago Board of Education, the Chicago Housing 409
 26 Authority, the Chicago Park District, or any other public 410
 27 body--or-any-property-which--on-January-1-1987--was-used-as 411
 28 a--church--synagogue--or-other-place-of-worship--including-any 413
 29 related--or--ancillary--properties--including--parsonages, 414
 30 convents--parish-halls--and-similar-facilities. 415
 (Ch. 85, par. 6013) 417
 31 Sec. 13. Bonds and notes. (A) (1) The Authority may at 419
 32 any time and from time to time issue bonds and notes for any 420
 33 corporate purpose, including the establishment of reserves 421
 34 and the payment of interest and costs of issuance. In this 423

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1 Act the term "bonds" includes notes of any kind, interim
2 certificates, refunding bonds, or any other evidence of
3 obligation for borrowed money issued under this Section 12.
4 Bonds may be issued in one or more series and may be payable
5 and secured either on a parity with or separately from other
6 bonds indebtedness.

7 (2) The bonds of any issue shall be payable solely from
8 the property or revenues of the Authority, including, without
9 limitation:

10 (I) Rents, rates, fees, charges or other revenues
11 payable to or any receipts of the Authority, including
12 amounts which are deposited pursuant to the Act with a
13 trustee for bondholders:

14 (II) Payments by financial institutions, insurance
15 companies, or others pursuant to letters or lines of credit,
16 policies of insurance, or purchase agreements:

17 (III) Investment earnings from funds or accounts
18 maintained pursuant to a bond resolution or trust agreement;
19 and

20 (IV) Proceeds of refunding bonds.

21 (3) Bonds may shall be authorized by a resolution of the
22 Authority and may be secured by a trust agreement by and
23 between the Authority and a corporate trustee or trustees,
24 which may be any trust company or bank having the powers of a
25 trust company within or without the State. Bonds may shall:

26 (I) Mature at a time or times, whether as serial bonds
27 or as term bonds or both, not exceeding 40 years from their
28 respective dates of issue;

29 (II) Notwithstanding the provision of "An Act to
30 authorize public corporations to issue bonds, other evidences
31 of indebtedness and tax anticipation warrants subject to
32 interest rate limitations set forth therein", approved May
33 26, 1970, as now or hereafter amended, or any other provision
34 of law, bear interest at any the fixed or variable rate or
35 rates determined by the method provided in the resolution or

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1 trust agreement: 460
2 (III) Be payable at a time or times, in the 462
3 denominations and form, either coupon or registered or both, 463
4 and carry the registration and privileges as to exchange, 464
5 transfer or conversion and for the replacement of mutilated, 465
6 lost, or destroyed bonds as the resolution or trust agreement 466
7 may provide;
8 (IV) Be payable in lawful money of the United States at 468
9 a designated place;
10 (V) Be subject to the terms of purchase, payment, 470
11 redemption, refunding or refinancing that the resolution or 471
12 trust agreement provides;
13 (VI) Be executed by the manual or facsimile signatures 473
14 of the officers of the Authority designated by the Authority 474
15 which signatures shall be valid at delivery even for one who 475
16 has ceased to hold office; and
17 (VII) Be sold in the manner and upon the terms 477
18 determined by the Authority.
19 (B) Any resolution or trust agreement may contain 479
20 provisions which shall be a part of the contract with the 480
21 holders of the bonds as to:
22 (1) Pledging, assigning or directing the use, 482
23 investment, or disposition of revenues of the Authority or 483
24 proceeds or benefits of any contract including, without 484
25 limit, any management agreement and conveying or otherwise 485
26 securing any property or property rights;
27 (2) The setting aside of loan funding deposits, debt 487
28 service reserves, capitalised interest accounts, replacement 488
29 or operating reserves, cost of issuance accounts and sinking 489
30 funds, and the regulation, investment, and disposition 490
31 thereof;
32 (3) Limitations on the purposes purpose to which or the 492
33 investments in which the proceeds of sale of any issue of 493
34 bonds or the Authority's revenues and receipts may be applied 494
35 or made and--restrictions-to-investment-of-revenues-or-bond 495



1 proceeds-in-government-obligations-for--which--principal--and
2 interest--are-unconditionally-guaranteed-by-the-United-States
3 of-America;

4 (4) Limitations on the issue of additional bonds, the
5 terms upon which additional bonds may be issued and secured,
6 the terms upon which additional bonds may rank on a parity
7 with, or be subordinate or superior to, other bonds;

8 (5) The refunding, advance refunding or refinancing of
9 outstanding bonds;

10 (6) The procedure, if any, by which the terms of any
11 contract with bondholders may be altered or amended and the
12 amount of bonds and holders of which must consent thereto,
13 and the manner in which consent shall be given;

14 (7) Defining the acts or omissions which shall
15 constitute a default in the duties of the Authority to
16 holders of bonds and providing the rights or remedies of such
17 holders in the event of a default which may include
18 provisions restricting individual right of action by
19 bondholders;

20 (8) Providing for guarantees, pledges of property,
21 letters of credit, or other security, or insurance for the
22 benefit of bondholders; and

23 (9) Any other matter relating to the bonds which the
24 Authority determines appropriate.

25 (C) No member of the Authority nor any person executing
26 the bonds shall be liable personally on the bonds or subject
27 to any personal liability by reason of the issuance of the
28 bonds.

29 (D) The Authority may enter into agreements with agents,
30 banks, insurers, or others for the purpose of enhancing the
31 marketability of or security for its bonds.

32 (E) (1) A pledge by the Authority of revenues and
33 receipts as security for an issue of bonds or for the
34 performance of its obligations under any management agreement
35 shall be valid and binding from the time when the pledge is

1 made. 525

2 (2) The revenues and receipts pledged shall immediately 531

3 be subject to the lien of the pledge without any physical 533

4 delivery or further act, and the lien of any pledge shall be 534

5 valid and binding against any person having any claim of any 535

6 kind in tort, contract or otherwise against the Authority, 536

7 irrespective of whether the person has notice. 536

8 (3) No resolution, trust agreement, management agreement 538

9 or financing statement, continuation statement, or other 540

10 instrument adopted or entered into by the Authority need be 541

11 filed or recorded in any public record other than the records 542

12 of the Authority in order to perfect the lien against third 542

13 persons, regardless of any contrary provision of law. 543

14 (F) The Authority may issue bonds to refund, advance 545

15 refund or refinance any of its bonds then outstanding, 547

16 including the payment of any redemption premium and any 548

17 interest accrued or to accrue to the earliest or any 549

18 subsequent date of redemption, purchase or maturity of the 549

19 bonds. Refunding or advance refunding bonds may be issued 551

20 for the public purposes of realizing savings in the effective 552

21 costs of debt service, directly or through a debt 552

22 restructuring, for alleviating impending or actual default, 553

23 or for paying principal of, redemption premium, if any, and 554

24 interest on bonds as they mature or are subject to 555

25 redemption, and may be issued in one or more series in an 557

26 amount in excess of that of the bonds to be refunded.

27 (G) At no time shall the total outstanding bonds and 559

28 notes of the Authority issued under this Section 13 exceed 560

29 \$150,000,000. Bonds which are being paid or retired by 561

30 issuance, sale or delivery of bonds or notes, and bonds or 562

31 notes for which sufficient funds have been deposited with the 563

32 paying agent or trustee to provide for payment of principal 564

33 and interest thereon, and any redemption premium, as provided

34 in the authorizing resolution, shall not be considered 565

35 outstanding for the purposes of this paragraph \$150,000,000. 566



1 (E) The bonds and notes of the Authority shall not be
2 indebtedness of the City of Chicago, of the State, or of any
3 political subdivision of the State other than the Authority.
4 The bonds and notes of the Authority are not general
5 obligations of the State of Illinois or the City of Chicago
6 and are not secured by a pledge of the full faith and credit
7 of the State of Illinois or the City of Chicago and the
8 holders of bonds and notes of the Authority may not require
9 the levy or imposition by the State or the City of Chicago of
10 any taxes or, except as provided in this Act, the application
11 of other State or City of Chicago revenues or funds to the
12 payment of bonds and notes of the Authority.

13 ~~(F) In no event may proceeds of bonds or notes issued by~~
14 ~~the Authority be used to finance any structure which is not~~
15 ~~constructed pursuant to an agreement between the Authority~~
16 ~~and a party, which provides for the delivery by the party of~~
17 ~~a completed structure constructed pursuant to a fixed maximum~~
18 ~~price contract, and which provides for the delivery of such~~
19 ~~structure at such fixed maximum price to be insured or~~
20 ~~guaranteed by a third party determined by the Authority to be~~
21 ~~capable of completing construction of such a structure.~~

22 (I) ~~(F)~~ In order to provide for the payment of debt
23 service requirements (including amounts for reserve funds and
24 to pay the costs of credit enhancements) on bonds issued
25 pursuant to this Act, the Authority may provide in any trust
26 agreement securing such bonds for a pledge and assignment of
27 its right to all amounts to be received from on deposit in
28 the Illinois Sports Facilities Bond Retirement and Interest
29 Fund and for a pledge and assignment (subject to the terms of
30 any management agreement) of all taxes and other amounts to
31 be received under Section 19 of this Act and may further
32 provide by written notice to the State Treasurer and State
33 Comptroller (which notice shall constitute a direction to
34 those officers) for a direct payment of these amounts to the
35 trustee for its bondholders. In each month in which bonds

1 are--outstanding--under--this--Act;--commencing--with--the--month--in 602
 2 which--the--first--such--bonds--are--issued;--the--State--Treasurer 603
 3 and--Comptroller--shall--transfer;--subject--to--appropriation--by 604
 4 the--General--Assembly--to--the--extent--such--money--is--derived--from 605
 5 Section--6-25-2--of--"An--Act--in--relation--to--State--Finance"; 606
 6 approved--June--10;--1919;--as--amended;--on--the--last--day--of--such 607
 7 month;--from--the--Illinois--Sports--Facilities--Bond--Retirement 608
 8 and--Interest--Fund--to--the--Authority--or--the--bond--trustee--an 609
 9 amount--equal--to--the--amount--on--deposit--therein.

10 (J) The State of Illinois pledges to and agrees with the 610
 11 holders of the bonds and notes of the Authority issued 611
 12 pursuant to this Act that the State will not limit or alter 612
 13 the rights and powers vested in the Authority by this Act so 613
 14 as to impair the terms of any contract made by the Authority 614
 15 with such holders or in any way impair the rights and 615
 16 remedies of such holders until such bonds and notes, together 616
 17 with interest thereon, with interest on any unpaid 617
 18 installments of interest, and all costs and expenses in 618
 19 connection with any action or proceedings by or on behalf of 619
 20 such holders, are fully met and discharged. In addition, the 620
 21 State pledges to and agrees with the holders of the bonds and 621
 2 notes of the Authority issued pursuant to this Act that the 622
 3 State will not limit or alter the basis on which State funds 623
 4 are to be allocated, deposited and paid to the Authority as 624
 5 provided in this Act, or the use of such funds, so as to 625
 26 impair the terms of any such contract. The Authority is 626
 27 authorized to include these pledges and agreements of the 627
 28 State in any contract with the holders of bonds or notes 628
 29 issued pursuant to this Section.

(Ch. 85, par. 6015) 629

30 Sec. 15. Tax Exemption. (a) The Authority shall not be 631
 31 required to pay taxes pursuant to the Revenue Act of 1939, as 632
 32 amended, on any facility or other property it owns, nor shall 633
 33 the interest of a tenant in any facility owned by the 634
 34 Authority be subject to taxation tenant-be-required-to-pay 635

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1 taxes pursuant to the Revenue Act of 1939, as amended, on its
2 leasehold interest in such facility but only if any sports
3 facility located within the territory of the Authority, the
4 primary tenant of which is a professional sports team, is
5 also exempt from the payment of taxes pursuant to the Revenue
6 Act of 1939, as amended, with respect to such facility or the
7 leasehold interest in such facility.

8 (b) Bonds issued by the Authority, their transfer, the
9 interest payable on them, and any income derived from them,
10 including any profit realized in their sale or exchange shall
11 may be exempt from taxation under the "Illinois Income Tax
12 Act" or from taxation by any political subdivisions,
13 municipal corporations or public agencies of any kind of this
14 State by the election of the Authority at the time of
15 issuance.

(Ch. 85, par. 6016)

16 Sec. 16. Members or Employees of Authority - Conflicting
17 Relations or Interests - Effect. No members or employees of
18 the Authority shall be employed by, be an officer or director
19 of hold any official relation to, or have any ownership
20 financial interest in any nonprofit corporation or limited
21 profit entity which is a party to a management agreement with
22 the Authority receiving loans, advances or grants under this
23 Act or in any corporation or entity providing services or
24 materials to the Authority or to any facility financed or
25 assisted under the Act. No monies of the Authority shall be
26 deposited in any financial institution in which any officer,
27 director or holder of a substantial proprietary interest is
28 also a member or employee of the Authority. No real estate
29 to which a member or employee of the Authority holds legal
30 title or in which such person had any beneficial interest,
31 including any interest in a land trust, shall be purchased by
32 the Authority or by a nonprofit corporation or limited-profit
33 entity for a facility to be financed under this Act. All
34 members and employees of the Authority shall file annually

1 with the Authority a record of all real estate in this State 672
2 to which such person holds legal title or in which such 673
3 person has any beneficial interest, including any interest in 674
4 a land trust. In the event it is later disclosed that the 675
5 Authority has purchased real estate in which a member or 676
6 employee had an interest, such purchase shall be voidable by 677
7 the Authority and the member or employee involved shall be 678
8 disqualified from membership in or employment by the 679
9 Authority. 680

(Ch. 85, par. 6017) 681

10 Sec. 17. Members or Employees of Authority - Conflicting 682
11 Relations or Interests - Effects. (A) No member of the 683
12 Authority or officer, agent or employee thereof shall, in his 684
13 or her own name or in the name of a nominee, be an officer, 685
14 director or hold an ownership interest of more than 7 1/2% in 686
15 any person, association, trust, corporation, partnership or 687
16 other entity which is, in its own name or in the name of a 688
17 nominee, a party to a contract or agreement upon which the 689
18 member or officer, agent or employee may be called upon to 690
19 act or vote. 691

20 (B) With respect to any direct or any indirect interest, 692
21 other than an interest prohibited in subsection (A), in a 693
22 contract or agreement upon which the member or officer, agent 694
23 or employee may be called upon to act or vote, a member of 695
24 the Authority or officer, agent or employee thereof shall 696
25 disclose the same to the secretary of the Authority prior to 697
26 the taking of final action by the Authority concerning such 698
27 contract or agreement and shall so disclose the nature and 699
28 extent of such interest and his or her acquisition thereof, 700
29 which disclosures shall be publicly acknowledged by the 701
30 Authority and entered upon the minutes of the Authority. If 702
31 a member of the Authority or officer, agent or employee 703
32 thereof holds such an interest then he or she shall refrain 704
33 from any further official involvement in regard to such 705
34 contract or agreement, from voting on any matter pertaining 706

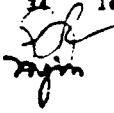


1 to such contract or agreement, and from communicating with
2 other members of the Authority or its officers, agents and
3 employees concerning said contract or agreement.
4 Notwithstanding any other provision of law, any contract or
5 agreement entered into in conformity with this subsection (B)
6 shall not be void or invalid by reason of the interest
7 described in this subsection, nor shall any person so
8 disclosing the interest and refraining from further official
9 involvement as provided in this subsection be guilty of an
10 offense, be removed from office or be subject to any other
11 penalty on account of such interest.

12 (C) Any contract or agreement made in violation of
13 subsections (A) or (B) of this Section shall be null and void
14 and give rise to no action against the Authority. ~~No real~~
15 ~~estate--to--which--a--member--or--employee--of--the--Authority--holds~~
16 ~~legal--title--or--in--which--such--person--has--any--beneficial~~
17 ~~interest--including--any--interest--in--a--land--trust--shall--be~~
18 ~~purchased--by--the--Authority--or--by--a--nonprofit--corporation--or~~
19 ~~limited--profit--entity--for--a--development--to--be--financed--under~~
20 ~~this--Act--All--members--and--employees--of--the--Authority--shall~~
21 ~~file--annually--with--the--Authority--a--record--of--all--real--estate~~
22 ~~in--this--State--to--which--such--person--holds--legal--title--or--in~~
23 ~~which--such--person--has--any--beneficial--interest--including--any~~
24 ~~interest--in--a--land--trust--in--the--event--it--is--later--disclosed~~
25 ~~that--the--Authority--has--purchased--real--estate--in--which--a~~
26 ~~member--or--employee--had--an--interest--such--purchase--shall--be~~
27 ~~voidable--by--the--Authority--and--the--member--or--employee--involved~~
28 ~~shall--be--disqualified--from--membership--in--or--employment--by--the~~
29 ~~Authority.~~

(Ch. 85, par. 6019) -

30 Sec. 19. For the sole purpose of providing funding for
31 the Illinois Sports Facilities Authority Fund, the Authority
32 may impose an occupation tax upon all persons engaged in the
33 City of Chicago in the business of renting, leasing or
34 letting rooms in a hotel, as defined in "The Hotel Operators'



1 Occupation Tax Act," at a rate not to exceed 2% of the gross 737
2 rental receipts from the renting, leasing or letting of hotel 738
3 rooms located within the City of Chicago, excluding, however, 739
4 from gross rental receipts, the proceeds of such renting, 740
5 leasing or letting to permanent residents of that hotel.

6 The tax imposed by the Authority pursuant to this Section 742
7 and all civil penalties that may be assessed as an incident 743
8 thereof shall be collected and enforced by the State 744
9 Department of Revenue. The certificate of registration which 745
10 is issued by the Department to a lessor under "The Hotel
11 Operators' Occupation Tax Act" shall permit such registrant 746
12 to engage in a business which is taxable under any ordinance 747
13 or resolution enacted pursuant to this Section without 748
14 registering separately with the Department under such
15 ordinance or resolution or under this Section. The 749
16 Department shall have full power to administer and enforce 750
17 this Section; to collect all taxes and penalties due 751
18 hereunder; to dispose of taxes and penalties so collected in
19 the manner provided in this Section, and to determine all 752
20 rights to credit memoranda, arising on account of the 753
21 erroneous payment of tax or penalty hereunder. In the 754
22 administration of, and compliance with, this Section, the
23 Department and persons who are subject to this Section shall 755
24 have the same rights, remedies, privileges, immunities, 756
25 powers and duties, and be subject to the same conditions, 757
26 restrictions, limitations, penalties and definitions of 758
27 terms, and employ the same modes of procedure, as are
28 prescribed in "The Hotel Operators' Occupation Tax Act" 759
29 (except where that Act is inconsistent herewith), as the same 760
30 is now or may hereafter be amended, as fully as if the 761
31 provisions contained in "The Hotel Operators' Occupation Tax
32 Act" were set forth herein. 762

33 Whenever the Department determines that a refund should 764
34 be made under this Section to a claimant instead of issuing a 765
35 credit memorandum, the Department shall notify the State 766



1 Comptroller, who shall cause the warrant to be drawn for the
2 amount specified, and to the person named, in such
3 notification from the Department. Such refund shall be paid
4 by the State Treasurer out of the amounts held by the State
5 Treasurer as trustee for the Authority General--Revenue--Fund
6 of-the-State-Treasury.

7 Persons subject to any tax imposed pursuant to authority
8 granted by this Section may reimburse themselves for their
9 tax liability for such tax by separately stating such tax as
10 an additional charge, which charge may be stated in
11 combination, in a single amount, with State tax imposed under
12 "The Hotel Operators' Occupation Tax Act" and the municipal
13 tax imposed under Section 8-3-13 of the Illinois Municipal
14 Code.

15 The Department shall forthwith pay over to the State
16 Treasurer, ex-officio, as trustee for the Authority for
17 deposit-in-the-Illinois-Sports-Facilities-Fund, all taxes and
18 penalties collected hereunder for deposit in a trust fund
19 outside the State Treasury. On or before the 25th day of
20 each calendar month, the Department shall prepare and certify
21 to the Comptroller the amount to be paid disbursement-of-a
22 stated-sum-of-money to or on behalf of the Authority Illinois
23 Sports-Facilities-Fund-to-be-derived from amounts collected
24 which-lessors-have-paid-as-taxes-or-penalties hereunder by to
25 the Department, and deposited into such trust fund during the
26 second preceding calendar month. The amount to be paid to or
27 on behalf of the Authority Illinois--Sports--Facilities--Fund
28 shall be the amount (not including credit memoranda)
29 collected hereunder during such second preceding calendar
30 month by the Department, less an amount equal to the amount
31 of refunds authorized during such second preceding calendar
32 month by the Department on behalf of the Authority, and less
33 4% of such balance, which sum shall be retained by the State
34 Treasurer to cover the costs incurred by the Department in
35 administering and enforcing the provisions of this Section.



1 as provided herein. Each such ~~The Department at the time of~~ 801
2 each monthly certification by the Department shall also 802
3 disbursement--to--the--Illinois--Sports--Facilities--Fund--shall 803
4 prepare and certify to the Comptroller the amount to be so 804
5 retained by the State Treasurer for payment--to--be--paid into 805
6 the General Revenue Fund of the State Treasury. 806
7 Each monthly certification by the Department shall 808
8 certify, of the amount paid to or on behalf of the Authority, 809
9 (i) the portion to be paid to the Authority and (ii) the 810
10 portion to be paid into the General Revenue Fund of the State 811
11 Treasury on behalf of the Authority as repayment of amounts
12 advances to the Authority pursuant to appropriation from the 812
13 Illinois Sports Facilities Fund. 813
14 With respect to each State fiscal year, of the total 815
15 amount to be paid to or on behalf of the Authority, the 816
16 Department shall certify that payments shall first be made 817
17 directly to the Authority in an amount equal to any 818
18 difference between the annual amount certified by the
19 Chairman of the Authority pursuant to Section 8.25-4 of "An 819
20 Act in relation to State finance," as amended, and the amount 820
21 appropriated to the Authority from the Illinois Sports 821
22 Facilities Fund. Next, the Department shall certify that 822
23 payment shall be made into the General Revenue Fund of the
24 State Treasury in an amount equal to the difference between 823
25 (i) the lesser of (x) the amount appropriated from the 824
26 Illinois Sports Facilities Fund to the Authority and (y) the 825
27 annual amount certified by the Chairman of the Authority 826
28 pursuant to Section 8.25-4 of "An Act in relation to State 827
29 finance," as amended, and (ii) \$10,000,000. The Department
30 shall certify that all additional amounts shall be paid to 828
31 the Authority and used for its corporate purposes. 829
32 Within 10 days after receipt, by the Comptroller, of the
33 Department's monthly disbursement certification of amounts to 831
34 be paid to or on behalf of the Authority and amounts to be 832
35 paid into ~~to the Illinois Sports Facilities Fund and the~~

1 General Revenue Fund, provided--for--in--this--Section--to--be E
 2 given--to--the--Comptroller--by--the--Department, the Comptroller E
 3 shall cause the warrants to be drawn for the respective E
 4 amounts in accordance with the directions contained in such
 5 certification. E

6 Amounts collected by the Department and paid to the E
 7 Authority pursuant to this Section shall be used for the E
 8 corporate purposes of the Authority. On June 15, 1992 and on E
 9 each June 15 thereafter, the Authority shall repay to the E
 10 State Treasurer all amounts paid to it under this Section and E
 11 otherwise remaining available to the Authority after E
 12 providing for (i) payment of principal and interest on, and E
 13 other payments related to, its obligations issued or to be E
 14 issued under Section 13 of the Act, including any deposits E
 15 required to reserve funds created under any indenture or E
 16 resolution authorizing issuance of the obligations and E
 17 payments to providers of credit enhancement, (ii) payment of E
 18 obligations under the provisions of any management agreement E
 19 with respect to a facility or facilities owned by the E
 20 Authority, and payment of other capital and operating E
 21 expenses of the Authority, including any deposits required to E
 22 reserve funds created for repair and replacement of capital E
 23 assets and to meet the obligations of the Authority under any E
 24 management agreement. Amounts repaid by the Authority to the E
 25 State Treasurer hereunder shall be treated as repayment of E
 26 amounts deposited into the Illinois Sports Facilities Fund E
 27 and credited to the Subsidy Account and used for the E
 28 corporate purposes of the Authority and shall be deposited by E
 29 the State Treasurer one-half in the General Revenue Fund of E
 30 the State Treasury and one-half in the City Tax Fund. E

31 Nothing in this Section shall be construed to authorize E
 32 the Authority to impose a tax upon the privilege of engaging E
 33 in any business which under the constitution of the United E
 34 States may not be made the subject of taxation by this State. E

An ordinance or resolution imposing or discontinuing a E

35


1 tax hereunder or effecting a change in the rate thereof shall 866
2 be effective on the first day of the second calendar month 867
3 next following the month in which the ordinance or resolution 868
4 is passed.

5 If the Authority levies a tax authorized by this Section 870
6 it shall transmit to the Department of Revenue not later than 871
7 5 days after the adoption of the ordinance or resolution a
8 certified copy of the ordinance or resolution imposing such 873
9 tax whereupon the Department of Revenue shall proceed to 874
10 administer and enforce this Section on behalf of the 875
11 Authority. Upon a change in rate of a tax levied hereunder,
12 or upon the discontinuance of the tax, the Authority shall 876
13 not later than 5 days after the effective date of the 877
14 ordinance or resolution discontinuing the tax or effecting a 878
15 change in rate transmit to the Department of Revenue a 879
16 certified copy of the ordinance or resolution effecting such
17 change or discontinuance. 881

(Ch. 85, new par. 6020) 883

18 Sec. 20. No Impairment of Management Agreement. The 885
19 State of Illinois pledges to and agrees with any tenant under 886
20 any management agreement entered into by the Authority with 887
1 respect to a stadium facility that the State will not limit 888
2 or alter the rights and powers vested in the Authority by 889
3 this Act so as to impair the terms of any such management
4 agreement or in any way impair the rights and remedies of 891
5 such tenant so long as the tenant is not in default 892
26 thereunder. In addition, the State pledges to and agrees
27 with such tenant that the State will not limit the basis on 893
28 which State funds are to be allocated, deposited and paid to 894
29 the Authority, or the use of such funds, so as to impair the 895
30 terms of any such management agreement. The Authority is 896
31 authorized to include this pledge and agreement of the State 897
32 in such management agreement.

(Ch. 85, new par. 6021) 899

33 Sec. 21. Notwithstanding any other provision of law, the 901

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1 Governor may allocate any volume cap available to the State 9
 2 or any of its agencies under the Internal Revenue Code of 9
 3 1986, as now or hereafter amended, including any amounts 9
 4 carried forward by the State or any of its agencies with 9
 5 respect to stadiums, to the Illinois Sports Facilities
 6 Authority, and the Authority may carry forward any amount 9
 7 allocated to it by the Governor or by any home rule unit. 9

(Ch. 85, new par. 6022) 9

8 Sec. 22. If the Authority has not entered into a 9
 9 management agreement, pursuant to Section 9 of this Act, with
 10 a major league professional baseball franchise before 9
 11 September 1, 1988, the Authority and any tax imposed 9
 12 pursuant to this Act shall be abolished September 1, 1988.

13 Section 2. Section 6-15 of "The Liquor Control Act of 9
 14 1934", approved January 31, 1934, as amended, is amended and 9
 15 Section 9-2a is added thereto, the amended and added Sections 9
 16 to read as follows:

(Ch. 43, par. 130) 9

17 Sec. 6-15. No alcoholic liquors shall be sold or 9
 18 delivered in any building belonging to or under the control 9
 19 of the State or any political subdivision thereof except as 9
 20 provided in this Act. The corporate authorities of any city, 9
 21 village or incorporated town may provide by ordinance, 9
 22 however, that alcoholic liquor may be sold or delivered in
 23 any specifically designated building belonging to or under 9
 24 the control of the municipality. Alcoholic liquors may be 9
 25 delivered to and sold at any airport belonging to or under
 26 the control of a municipality of more than 25,000 9
 27 inhabitants, or in any building owned by a park district 9
 28 organized under "The Park District Code", subject to the 9
 29 approval of the governing board of the district, or in
 30 Bicentennial Park, or on the premises of the City of Mendota 9
 31 Lake Park located adjacent to Route 51 in Mendota, Illinois, 9
 32 or on the premises of Camden Park in Milan, Illinois, or in 9
 33 the community center owned by the City of Loves Park that is

1 located at 1000 River Park Drive in Loves Park, Illinois, or, 936
2 in connection with the operation of an established food 937
3 serving facility during times when food is dispensed for 938
4 consumption on the premises, and at the following aquarium 940
5 and museums located in public parks: Art Institute of
6 Chicago, Chicago Academy of Sciences, Chicago Historical 941
7 Society, Field Museum of Natural History, Museum of Science 942
8 and Industry, DuSable Museum of African American History, 943
9 John G. Shedd Aquarium and Adler Planetarium, or at Lakeview 944
10 Museum of Arts and Sciences in Peoria, or in connection with
11 the operation of the facilities of the Chicago Zoological 945
12 Society or the Chicago Horticultural Society on land owned by 946
13 the Forest Preserve District of Cook County, or in any 947
14 building located on land owned by the Chicago Park District 948
15 if approved by the Park District Commissioners, or at any 949
16 airport, faculty center, or facility in which conference and
17 convention type activities take place belonging to or under 950
18 control of any State university or public community college 951
19 district, provided that with respect to a facility for 952
20 conference and convention type activities alcoholic liquors
21 shall be limited to the use of the convention or conference 953
22 participants or participants in cultural, political or 954
23 educational activities held in such facilities, and provided 955
24 further that the faculty or staff of the State university or
25 a public community college district, or members of an 956
26 organization of students, alumni, faculty or staff of the 957
27 State university or a public community college district are 958
28 active participants in the conference or convention, or by a 959
29 catering establishment which has rented facilities from a 960
30 board of trustees of a public community college district, or,
31 if approved by the District board, on land owned by the 961
32 Metropolitan Sanitary District of Greater Chicago and leased 962
33 to others for a term of at least 20 years. Each facility 963
34 shall provide dram shop liability in maximum insurance 964
35 coverage limits so as to save harmless the State,



1 municipality, airport, faculty center, facility in which
2 conference and convention type activities take place, park
3 district, Forest Preserve District, public community college
4 district, aquarium, museum, or sanitary district from all
5 financial loss, damage or harm. Alcoholic liquors may be sold
6 at retail in buildings of golf courses owned by Forest
7 Preserve Districts with a population of less than 3,000,000
8 or municipalities in connection with the operation of an
9 established food serving facility during times when food is
10 dispensed for consumption upon the premises. Alcoholic
11 liquors may be delivered to and sold at retail in any
12 building owned by a fire protection district organized under
13 "An Act in relation to fire protection districts", approved
14 July 8, 1927, as amended, provided that such delivery and
15 sale is approved by the board of trustees of the district,
16 and provided further that such delivery and sale is limited
17 to fundraising events and to a maximum of 6 events per year.

18 Alcoholic liquor may be delivered to and sold at retail
19 in the Dorchester Senior Business Center owned by the Village
20 of Dolton if the alcoholic liquor is sold or dispensed only
21 in connection with organized functions for which the planned
22 attendance is 20 or more persons, and if the person or
23 facility selling or dispensing the alcoholic liquor has
24 provided dram shop liability insurance in maximum limits so
25 as to hold harmless the Village of Dolton and the State from
26 all financial loss, damage and harm.

27 Alcoholic liquors may be delivered to and sold at retail
28 in any building used as an Illinois State Armory provided:

29 (i) the Adjutant General's written consent to the
30 issuance of a license to sell alcoholic liquor in such
31 building is filed with the Commission;

32 (ii) the alcoholic liquor is sold or dispensed only in
33 connection with organized functions held on special
34 occasions;

(iii) the organized function is one for which the

1 planned attendance is 25 or more persons, and 999

2 (iv) the facility selling or dispensing the alcoholic 1001

3 liquors has provided dram shop liability insurance in maximum 1002

4 limits so as to save harmless the facility and the State from 1003

5 all financial loss, damage or harm. 1004

6 Alcoholic liquors may be delivered to and sold at retail 1006

7 in the Chicago Civic Center, provided that: 1007

8 (i) the written consent of the Public Building 1009

9 Commission which administers the Chicago Civic Center is 1010

10 filed with the Commission;

11 (ii) the alcoholic liquor is sold or dispensed only in 1012

12 connection with organized functions held on special 1013

13 occasions;

14 (iii) the organized function is one for which the 1015

15 planned attendance is 25 or more persons; 1016

16 (iv) the facility selling or dispensing the alcoholic 1018

17 liquors has provided dram shop liability insurance in maximum 1019

18 limits so as to hold harmless the Civic Center, the City of 1020

19 Chicago and the State from all financial loss, damage or 1021

20 harm; and

21 (v) all applicable local ordinances are complied with. 1023

22 Alcoholic liquors liquor-and-wine may be delivered or 1025

23 sold in any building belonging to or under the control of any 1028

24 city, village or incorporated town where more than 75% of the

25 physical properties of the building is used for commercial or 1029

26 recreational purposes, and the building is located upon a 1030

27 pier extending into or over the waters of a navigable lake 1031

28 or stream or on the shore of a navigable lake or stream. Beer 1032

29 and wine may be sold in buildings in parks under the control 1033

30 of the State Department of Conservation when written consent 1034

31 to the issuance of a license to sell beer and wine in such 1035

32 buildings is filed with the Commission by the State 1036

33 Department of Conservation. Beer and wine may be sold on the

34 premises of the Joliet Park District Stadium owned by the 1037

35 Joliet Park District when written consent to the issuance of 1038



1 a license to sell beer and wine in such premises is filed
2 with the local liquor commissioner by the Joliet Park
3 District. Beer and wine may be sold in buildings on the
4 grounds of State veterans' homes when written consent to the
5 issuance of a license to sell beer and wine in such buildings
6 is filed with the Commission by the Department of Veterans'
7 Affairs, and the facility shall provide dram shop liability
8 in maximum insurance coverage limits so as to save the
9 facility harmless from all financial loss, damage or harm.
10 Such liquors may be delivered to and sold at any property
11 owned or held under lease by a Metropolitan Fair and
12 Exposition Authority or Metropolitan Exposition and
13 Auditorium Authority.

14 Beer and wine may be sold and dispensed at professional
15 sporting events and at professional concerts and other
16 entertainment events conducted on premises owned by the
17 Forest Preserve District of Kane County, subject to the
18 control of the District Commissioners and applicable local
19 law, provided that dram shop liability insurance is provided
20 at maximum coverage limits so as to hold the District
21 harmless from all financial loss, damage and harm.

22 Nothing in this Section shall preclude the sale or
23 delivery of beer and wine at a State or county fair or the
24 sale or delivery of beer or wine at a city fair in any
25 otherwise lawful manner.

26 Alcoholic liquors may be sold at retail in buildings in
27 State parks under the control of the Department of
28 Conservation, provided:

29 a. the State park has overnight lodging facilities with
30 some restaurant facilities or, not having overnight lodging
31 facilities, has restaurant facilities which serve complete
32 luncheon and dinner or supper meals.

33 b. consent to the issuance of a license to sell
34 alcoholic liquors in the buildings has been filed with the
35 commission by the Department of Conservation, and



1 c. the alcoholic liquors are sold by the State park 1073
2 lodge or restaurant concessionaire only during the hours from 1074
3 11 o'clock a.m. until 12 o'clock midnight. 1075
4 The sale of alcoholic liquors pursuant to this Section 1077
5 does not authorize the establishment and operation of 1078
6 facilities commonly called taverns, saloons, bars, cocktail 1079
7 lounges, and the like except as a part of lodge and 1080
8 restaurant facilities in State parks or golf courses owned by 1081
9 Forest Preserve Districts with a population of less than
10 3,000,000 or municipalities or park districts. 1082
11 Alcoholic liquors may be sold at retail in the 1084
12 Springfield Administration Building of the Department of 1085
13 Transportation and the Illinois State Armory in Springfield; 1086
14 provided, that the controlling government authority may 1087
15 consent to such sales only if
16 a. the request is from a not-for-profit organization; 1089
17 b. such sales would not impede normal operations of the 1091
18 departments involved; 1092
19 c. the not-for-profit organization provides dram shop 1094
20 liability in maximum insurance coverage limits and agrees to 1095
21 defend, save harmless and indemnify the State of Illinois 1096
2 from all financial loss, damage or harm;
3 d. no such sale shall be made during normal working 1098
4 hours of the State of Illinois; and 1099
5 e. the consent is in writing. 1101
26 Alcoholic liquors may be sold at retail in buildings in 1103
27 recreational areas of river conservancy districts under the 1104
28 control of, or leased from, the river conservancy districts. 1105
29 Such sales are subject to reasonable local regulations as 1106
30 provided in Article IV; however, no such regulations may 1107
31 prohibit or substantially impair the sale of alcoholic 1108
32 liquors on Sundays or Holidays.
33 Alcoholic liquors may be provided in long term care 1110
34 facilities owned or operated by a county under the provisions 1111
35 of "An Act in relation to homes for the aged", approved July 1112

ajm

1 21. 1955, c. "The County Home Act", approved April 11, 1967, 1
2 when approved by the facility operator and not in conflict 1
3 with the regulations of the Illinois Department of Public
4 Health, to residents of the facility who have had their 1
5 consumption of the alcoholic liquors provided approved in 1
6 writing by a physician licensed to practice medicine in all 1
7 its branches.

8 No person shall furnish or allow to be furnished any 1
9 alcoholic liquors to any prisoner confined in any jail, 1
10 reformatory, prison or house of correction except upon a 1
11 physician's prescription for medicinal purposes.

12 Alcoholic liquors may be sold at retail or dispensed at 1
13 the Willard Ice Building in Springfield by (1) an agency of 1
14 the State, whether legislative, judicial or executive, 1
15 provided that such agency first obtains written permission to
16 sell or dispense alcoholic liquors from the controlling 1
17 government authority, or by (2) a not-for-profit 1
18 organization, provided that such organization:

19 a. Obtains written consent from the controlling 1
20 government authority;

21 b. Sells or dispenses the alcoholic liquors in a manner 1
22 that does not impair normal operations of State offices 1
23 located in the building;

24 c. Sells or dispenses alcoholic liquors only in 1
25 connection with an official activity in the building;

26 d. Provides, or its catering service provides, dram shop 1
27 liability insurance in maximum coverage limits and in which 1
28 the carrier agrees to defend, save harmless and indemnify the 1
29 State of Illinois from all financial loss, damage or harm 1
30 arising out of the selling or dispensing of alcoholic 1
31 liquors.

32 Nothing in this Act shall prevent a not-for-profit 1
33 organization or agency of the State from employing the 1
34 services of a catering establishment for the selling or 1
35 dispensing of alcoholic liquors at authorized functions.

[Handwritten signature]

1 The controlling government authority for the Willard Ice 1148
2 Building in Springfield shall be the Director of the 1149
3 Department of Revenue.

4 Alcoholic liquors may be sold at retail or dispensed at 1151
5 the State of Illinois Center in Chicago by (1) a commercial 1152
6 tenant or subtenant conducting business on the premises under 1153
7 a lease made pursuant to Section 67.24 of "The Civil 1154
8 Administrative Code of Illinois", provided that such tenant 1155
9 or subtenant who sells or dispenses alcoholic liquors shall
10 procure and maintain dram shop liability insurance in maximum 1156
11 coverage limits and in which the carrier agrees to defend, 1157
12 indemnify and save harmless the State of Illinois from all 1159
13 financial loss, damage or harm arising out of the sale or
14 dispensing of alcoholic liquors, or by (2) an agency of the 1160
15 State, whether legislative, judicial or executive, provided 1161
16 that such agency first obtains written permission to sell or 1162
17 dispense alcoholic liquors from the Director of Central
18 Management Services, or by (3) a not-for-profit organization, 1163
19 provided that such organization:

20 a. Obtains written consent from the Department of 1165
21 Central Management Services;

22 b. Sells or dispenses the alcoholic liquors in a manner 1167
23 that does not impair normal operations of State offices 1168
24 located in the building;

25 c. Sells or dispenses alcoholic liquors only in 1170
26 connection with an official activity in the building; 1171

27 d. Provides, or its catering service provides, dram shop 1173
28 liability insurance in maximum coverage limits and in which 1174
29 the carrier agrees to defend, save harmless and indemnify the 1176
30 State of Illinois from all financial loss, damage or harm
31 arising out of the selling or dispensing of alcoholic 1177
32 liquors.

33 Nothing in this Act shall prevent a not-for-profit 1179
34 organization or agency of the State from employing the 1180
35 services of a catering establishment for the selling or 1181

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1 dispensing of alcoholic liquors at functions authorized by
2 the Director of Central Management Services.

3 Alcoholic liquors may be sold or delivered at any
4 facility owned by the Illinois Sports Facilities Authority
5 provided that dram shop liability insurance has been made
6 available in a form, with such coverage and in such amounts
7 as the Authority reasonably determines is necessary.

(Ch. 43, new par. 167a)

8 Sec. 9-2a. Sports Facilities. Any vote under this
9 Article, whenever held, to prohibit sales at retail of
10 alcoholic liquor (or alcoholic liquor other than liquor
11 containing not more than 4% of alcohol by weight) in a
12 precinct in a city, village or incorporated town of more than
13 200,000 inhabitants shall not apply to such sales at any new
14 sports facility owned by any unit of local government and
15 constructed after the effective date of this amendatory Act
16 of 1988 and such sales shall not be prohibited pursuant to
17 any vote of the legal voters in such a precinct. It is
18 declared to be the law of this State, pursuant to subsections
19 (h) and (i) of Section 6 of Article VII of the Illinois
20 Constitution of 1970 that the power to determine the
21 application of any local referendum with respect to sales of
22 alcoholic liquors as provided herein is an exercise of
23 exclusive State power and may not be exercised concurrently
24 by any unit of local government, including home rule units.

25 Section 3. Section 13.1 of "An Act in relation to State
26 revenue sharing with local governmental entities", approved
27 July 31, 1969, as amended, is amended to read as follows:

(Ch. 85, par. 617.1)

28 Sec. 13.1. For the sole purpose of providing funding for
29 the Illinois Sports Facilities Fund, as soon as may be after
30 the first day of each month and subsequent to the effective
31 date of this amendatory Act of 1986, the Department shall
32 first pay directly into the Illinois Sports Facilities Fund
33 to be credited to the Subsidy Account, 1/8 1/12 of

23
Wjm

1 \$5,000,000, plus any cumulative deficiencies in such payments 1218
2 for prior months, from the Local Government Distributive 1219
3 Fund, which is allocable to municipalities with a population 1220
4 in excess of \$500,000. In no event shall an amount in excess 1221
5 of \$5,000,000 be paid pursuant to this Section into the 1222
6 Illinois Sports Facilities Fund during any fiscal year. 1223
7 Section 4. Section 2 of "The Illinois Municipal Budget 1225
8 Law", approved July 12, 1937, as amended, is amended to read 1226
9 as follows:

 (Ch. 85, par. 802) 1228

10 Sec. 2. The following terms, unless the context 1230
11 otherwise indicates, have the following meaning: 1231

12 (1) "Municipality" means and includes all municipal 1233
13 corporations and political subdivisions of this State, or any 1234
14 such unit or body hereafter created by authority of law, 1235
15 except the following: (a) The State of Illinois; (b) 1236
16 counties; (c) cities, villages and incorporated towns; (d) 1237
17 sanitary districts created under "An Act to create sanitary 1238
18 districts and to remove obstructions in the Des Plaines and 1239
19 Illinois Rivers", approved May 29, 1889, as amended; (e) 1240
20 forest preserve districts having a population of 500,000 or 1241
21 more, created under "An Act to provide for the creation and 1242
22 management of forest preserve districts and repealing certain 1243
23 Acts therein named", approved June 27, 1913, as amended; (f) 1244
24 school districts; (g) the Chicago Park District created under 1245
25 "An Act in relation to the creation, maintenance, operation 1246
26 and improvement of the Chicago Park District", approved, June 1247
27 10, 1933, as amended; (h) park districts created under "The 1248
28 Park District Code", approved July 8, 1947, as amended; and 1249
29 (i) the Regional Transportation Authority created under the 1250
30 "Regional Transportation Authority Act", enacted by the 78th 1251
31 General Assembly; and (j) the Illinois Sports Facilities 1252
32 Authority.

33 (2) "Governing body" means the corporate authorities, 1253
body, or other officer of the municipality authorized by law

34


1 to raise revenue, appropriate funds, or levy taxes for the 1
2 operation and maintenance thereof. 2

3 (3) "Department" means the Department of Commerce and 2
4 Community Affairs. 1

5 Section 5. Section 6 of "The Hotel Operators' Occupation 2
6 Tax Act", approved July 6, 1961, as amended, is amended to 2
7 read as follows:

(Ch. 120, par. 481b.36) 2

8 Sec. 6. Except as provided hereinafter in this Section, 2
9 on or before the last day of each calendar month, every 2
10 person engaged in the business of renting, leasing or letting 2
11 rooms in a hotel in this State during the preceding calendar 2
12 month shall file a return with the Department, stating: 2

13 1. The name of the operator; 2

14 2. His residence address and the address of his 2
15 principal place of business and the address of the principal 2
16 place of business (if that is a different address) from which 2
17 he engages in the business of renting, leasing or letting 2
18 rooms in a hotel in this State; 2

19 3. Total amount of rental receipts received by him 2
20 during the preceding calendar month from renting, leasing or 2
21 letting rooms during such preceding calendar month; 2

22 4. Total amount of rental receipts received by him 2
23 during the preceding calendar month from renting, leasing or 2
24 letting rooms to permanent residents during such preceding 2
25 calendar month; 2

26 5. Total amount of other exclusions from gross rental 2
27 receipts allowed by this Act; 2

28 6. Gross rental receipts which were received by him 2
29 during the preceding calendar month and upon the basis of 2
30 which the tax is imposed; 2

31 7. The amount of tax due; 2

32 8. The amount of penalty due, if any; 2

33 9. Such other reasonable information as the Department 2
may require. 2

[Handwritten signature]

1 If the operator's average monthly tax liability to the 1298
2 Department does not exceed \$200, the Department may authorize 1299
3 his returns to be filed on a quarter annual basis, with the 1300
4 return for January, February and March of a given year being 1301
5 due by April 30 of such year; with the return for April, May 1302
6 and June of a given year being due by July 31 of such year; 1303
7 with the return for July, August and September of a given 1304
8 year being due by October 31 of such year, and with the
9 return for October, November and December of a given year 1305
10 being due by January 31 of the following year. 1306


11 If the operator's average monthly tax liability to the 1308
12 Department does not exceed \$50, the Department may authorize 1309
13 his returns to be filed on an annual basis, with the return 1310
14 for a given year being due by January 31 of the following 1311
15 year.

16 Such quarter annual and annual returns, as to form and 1313
17 substance, shall be subject to the same requirements as 1314
18 monthly returns.

19 Notwithstanding any other provision in this Act 1316
20 concerning the time within which an operator may file his 1317
21 return, in the case of any operator who ceases to engage in a 1318
22 kind of business which makes him responsible for filing 1319
23 returns under this Act, such operator shall file a final 1320
24 return under this Act with the Department not more than 1
25 month after discontinuing such business. 1321

26 Where the same person has more than 1 business registered 1323
27 with the Department under separate registrations under this 1324
28 Act, such person shall not file each return that is due as a 1325
29 single return covering all such registered businesses, but 1326
30 shall file separate returns for each such registered 1327
31 business.

32 In his return, the operator shall determine the value of 1329
33 any consideration other than money received by him in 1330
34 connection with the renting, leasing or letting of rooms in 1331
35 the course of his business and he shall include such value in 1332



1 his return. Such determination shall be subject to review
2 and revision by the Department in the manner hereinafter
3 provided for the correction of returns.

4 Where the operator is a corporation, the return filed on
5 behalf of such corporation shall be signed by the president,
6 vice-president, secretary or treasurer or by the properly
7 accredited agent of such corporation.

8 The person filing the return herein provided for shall,
9 at the time of filing such return, pay to the Department the
10 amount of tax herein imposed. The operator filing the return
11 under this Section shall, at the time of filing such return,
12 pay to the Department the amount of tax imposed by this Act
13 less a discount of 2.1% or \$25 per calendar year, whichever
14 is greater, which is allowed to reimburse the operator for
15 the expenses incurred in keeping records, preparing and
16 filing returns, remitting the tax and supplying data to the
17 Department on request.

18 There shall be deposited in the Build Illinois Fund in
19 the State Treasury for each State fiscal year 40% of the
20 amount of total net proceeds from the tax imposed by
21 subsection (a) of Section 3. Of the remaining 60%,
22 \$5,000,000 shall be deposited in the Illinois Sports
23 Facilities Fund and credited to the Subsidy Account each
24 fiscal year by making monthly deposits in the amount of $\frac{1}{8}$
25 $\frac{1}{12}$ of \$5,000,000 plus cumulative deficiencies in such
26 deposits for prior months, and an additional \$8,000,000 shall
27 be deposited in the Illinois Sports Facilities Fund and
28 credited to the Advance Account each fiscal year by making
29 monthly deposits in the amount of $\frac{1}{8}$ of \$8,000,000 plus any
30 cumulative deficiencies in such deposits for prior months.
31 (The deposits of the additional \$8,000,000 during each fiscal
32 year shall be treated as advances of funds to the Illinois
33 Sports Facilities Authority for its corporate purposes to the
34 extent paid to the Authority or its trustee and shall be
35 repaid into the General Revenue Fund in the State Treasury by

1 the State Treasurer on behalf of the Authority solely from 1368
2 collections of the tax imposed by the Authority pursuant to
3 Section 19 of the Illinois Sports Facilities Act, as 1369
4 amended.) After making all these deposits, all other 1370
5 proceeds of the tax imposed under subsection (a) of Section 3 1371
6 shall be deposited in the General Revenue Fund in the State 1372
7 Treasury. All moneys received by the Department from the 1373
8 additional tax imposed under subsection (b) of Section 3 1374
9 shall be deposited into the Build Illinois Fund in the State
10 Treasury.

11 The Department may, upon separate written notice to a 1376
12 taxpayer, require the taxpayer to prepare and file with the 1377
13 Department on a form prescribed by the Department within not 1378
14 less than 60 days after receipt of the notice an annual 1379
15 information return for the tax year specified in the notice.
16 Such annual return to the Department shall include a 1381
17 statement of gross receipts as shown by the operator's last 1382
18 State income tax return. If the total receipts of the 1383
19 business as reported in the State income tax return do not
20 agree with the gross receipts reported to the Department for 1384
21 the same period, the operator shall attach to his annual 1385
22 information return a schedule showing a reconciliation of the 1386
23 amounts and the reasons for the difference. The operator's 1387
24 annual information return to the Department shall also
25 disclose pay roll information of the operator's business 1388
26 during the year covered by such return and any additional 1389
27 reasonable information which the Department deems would be 1390
28 helpful in determining the accuracy of the monthly, quarterly
29 or annual tax returns by such operator as hereinbefore 1391
30 provided for in this Section.

31 If the annual information return required by this Section 1393
32 is not filed when and as required the taxpayer shall be 1394
33 liable for a penalty equal to 1/6 of 1% of the tax due from 1395
34 such taxpayer under this Act during the period to be covered 1396
35 by the annual return for each month or fraction of a month 1397



1 until such return is filed as required, the penalty to be
2 assessed and collected in the same manner as any other
3 penalty provided for in this Act.

4 The chief executive officer, proprietor, owner or highest
5 ranking manager shall sign the annual return to certify the
6 accuracy of the information contained therein. Any person
7 who willfully signs the annual return containing false or
8 inaccurate information shall be guilty of perjury and
9 punished accordingly. The annual return form prescribed by
10 the Department shall include a warning that the person
11 signing the return may be liable for perjury.

12 The foregoing portion of this Section concerning the
13 filing of an annual information return shall not apply to an
14 operator who is not required to file an income tax return
15 with the United States Government.

16 Section 6. Section 8.25-4 is added to "An Act in
17 relation to State finance", approved June 10, 1919, as
18 amended, the added Section to read as follows:

(Ch. 127, new par. 144.25-4)

19 Sec. 8.25-4. All moneys in the Illinois Sports
20 Facilities Fund are allocated to and shall be transferred,
21 appropriated and used only for the purposes authorized by,
22 and subject to, the limitations and conditions of this
23 Section.

24 All moneys deposited pursuant to Section 13.1 of "An Act
25 in relation to State revenue sharing with local governmental
26 entities", as amended, and all moneys deposited with respect
27 to the \$5,000,000 deposit, but not the additional \$8,000,000
28 advance, pursuant to Section 6 of "The Hotel Operators'
29 Occupation Tax Act", as amended, into the Illinois Sports
30 Facilities Fund shall be credited to the Subsidy Account
31 within the Fund. All moneys deposited with respect to the
32 additional \$8,000,000 advance, but not the \$5,000,000
33 deposit, pursuant to Section 6 of "The Hotel Operators'
34 Occupation Tax Act", as amended, into the Illinois Sports

1 Facilities Fund shall be credited to the Advance Account 1429
2 within the Fund.
3 Beginning with fiscal year 1989 and continuing for each 1431
4 fiscal year thereafter, no less than 30 days before the 1432
5 beginning of such fiscal year (except as soon as may be 1433
6 practicable after the effective date of this amendatory Act 1434
7 of 1988 with respect to fiscal year 1989) the Chairman of the 1435
8 Illinois Sports Facilities Authority shall certify to the
9 State Comptroller and the State Treasurer, without taking 1436
10 into account any revenues or receipts of the Authority, the 1437
11 lesser of (a) \$18,000,000 and (b) the sum of (i) the amount 1438
12 anticipated to be required by the Authority during the fiscal 1439
13 year to pay principal of and interest on, and other payments 1440
14 relating to, its obligations issued or to be issued under
15 Section 13 of the Illinois Sports Facilities Authority Act, 1441
16 including any deposits required to reserve funds created 1442
17 under any indenture or resolution authorizing issuance of the 1443
18 obligations and payments to providers of credit enhancement, 1444
19 (ii) the amount anticipated to be required by the Authority
20 during the fiscal year to pay obligations under the provision 1445
21 of any management agreement with respect to a facility or 1446
22 facilities owned by the Authority, and to pay other capital 1447
23 and operating expenses of the Authority during the fiscal 1448
24 year, including any deposits required to reserve funds 1449
25 created for repair and replacement of capital assets and to
26 meet the obligations of the Authority under any management 1450
27 agreement, and (iii) any amounts under (i) and (ii) above 1451
28 remaining unpaid from previous years. A copy of this 1452
29 certification shall be filed with the Governor and the Mayor
30 of the City of Chicago. The Chairman may file an amended 1453
31 certification from time to time.
32 Subject to sufficient appropriation by the General 1455
33 Assembly, beginning with July 1, 1988 and thereafter 1456
34 continuing on the first day of each month during each fiscal 1457
35 year, the Comptroller shall order paid and the Treasurer 1458

1 shall pay to the Authority the amount in the Illinois Sports
 2 Facilities Fund until (x) the lesser of \$10,000,000 or the
 3 amount appropriated for payment to the Authority from amounts
 4 credited to the Subsidy Account and (y) the lesser of
 5 \$8,000,000 or the difference between the amount appropriated
 6 for payment to the Authority during the fiscal year and
 7 \$10,000,000 has been paid from amounts credited to the
 8 Advance Account.

9 Provided that all amounts deposited in the Illinois
 10 Sports Facilities Fund and credited to the Subsidy Account,
 11 to the extent requested pursuant to the Chairman's
 12 certification, have been paid, on June 30, 1989, and on June
 13 30 of each year thereafter, all amounts remaining in the
 14 Subsidy Account of the Illinois Sports Facilities Fund shall
 15 be transferred by the State Treasurer one-half to the General
 16 Revenue Fund in the State Treasury and one-half to the City
 17 Tax Fund. Provided that all amounts appropriated from the
 18 Illinois Sports Facilities Fund, to the extent requested
 19 pursuant to the Chairman's certification, have been paid, on
 20 June 30, 1989, and on June 30 of each year thereafter, all
 21 amounts remaining in the Advance Account of the Illinois
 22 Sports Facilities Fund shall be transferred by the State
 23 Treasurer to the General Revenue Fund in the State Treasury.

24 (Ch. 127, rep. pars. 141.208, 141.209, 144.25-1 and
 25 144.25-3)

26 Section 7. Sections 5.208, 5.209, 8.25-1 and 8.25-3 of
 27 "An Act in relation to State finance", approved June 10,
 28 1919, as amended, are repealed.

Section 8. This Act takes effect upon being a law

Philip J. Reel
 President of the Senate

Michael J. Madigan
 Speaker, House of Representatives

APPROVED

this 7th day of July, 1988 A.D.

James B. Thompson
 GOVERNOR

EXHIBIT H
MAYER, BROWN & PLATT OPINION

MAYER, BROWN & PLATT

WASHINGTON
LONDON
NEW YORK
DENVER
HOUSTON
LOS ANGELES

190 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60603-3441

312-782-01
TELEFAX 1901
FACSIMILE
312-700-71

WRITERS DIRECT DIAL NUMBER

FILE NUMBER

July __, 1988

Illinois Sports Facilities Authority
One First National Plaza
Suite 2785
Chicago, Illinois 60603

Chicago White Sox, Ltd.
324 West 35th Street
Chicago, Illinois 60616

Gentlemen:

We are counsel to the Illinois Sports Facilities Authority (the "Authority"), a political subdivision, unit of local government, body politic and municipal corporation under the laws of the State of Illinois and as such, we are familiar with the affairs of the Authority. You have requested us, as counsel for the Authority, to render an opinion on certain aspects of a transaction between the Authority and the Chicago White Sox, Ltd. In connection with our opinion, we have examined a certified copy of Public Act 85-1034 (Senate Bill 2202), which was passed by the Illinois General Assembly on June 30, 1988 and signed into law by the Governor of Illinois on July 7, 1988, and an executed original of a Management Agreement by and between the Authority and the Chicago White Sox, Ltd., dated as of June 29, 1988 (the "Management Agreement").

We have also made such further reviews and investigations as we have deemed necessary or appropriate in order to issue this opinion.

Based upon the foregoing, we are of the opinion that:

1. The Authority is a political subdivision, unit of local government, body politic and municipal corporation duly organized and validly existing under the Constitution and laws of the State of Illinois.

EXHIBIT H

MAYER, BROWN & PLATT

Illinois Sports Facilities Authority
Chicago White Sox, Ltd.
July __, 1988
Page 2

2. The officers of the Authority and its members have been duly elected or appointed and are qualified to serve as such officers and members.

3. All approvals and actions necessary to authorize the execution and delivery of the Management Agreement by the Authority have been obtained or taken. The Management Agreement has been duly authorized, executed and delivered by the Authority.

4. With respect to the Authority, no additional approval, consent, order or authorization of any governmental or public agency is required in connection with the authorization, execution and delivery of the Management Agreement.

5. Article XXIII of the Management Agreement is enforceable against the Authority in accordance with its terms, except as may be limited by bankruptcy, insolvency, or similar laws applicable to creditors generally and principles of equity.

6. The execution and delivery by the Authority of the Management Agreement will not violate any applicable judgment or order of any court and will not conflict with or result in any breach of any of the provisions of or constitute a default under any agreement or instrument to which the Authority is a party or by which it is bound.

7. The procedural requirements for passage and approval of Public Act 85-1034 as set forth in Article IV, Sections 8 and 9 of the 1970 Constitution of the State of Illinois have been met.

This opinion is being delivered to you for your use and benefit in connection with the execution and delivery of the Management Agreement by you and may not be relied upon by any other person, firm or entity without our expressed, written consent.

MAYER, BROWN & PLATT

EXHIBIT I

ARVEY, HODES, COSTELLO & BURMAN OPINION

ARVEY, HODES, COSTELLO & BURMAN
LAW OFFICES

ONE EIGHTY NORTH LASALLE STREET
CHICAGO, ILLINOIS 60601-2804
(312) 855-8000

JACOB M. ARVEY
(1916-1977)
BARNET HODES
(1947-1980)

TELEX 28-2467 "ARVEY ARHOMA"

TELECOPIER (312) 422-514

WRITERS DIRECT DIAL NUMBER

(312) 855-5043

July , 1988

Illinois Sports Facility Authority
One First National Plaza
Suite 2785
Chicago, Illinois 60603

Chicago White Sox, Ltd.
324 West 35th Street
Chicago, Illinois 60616

Gentlemen:

We are counsel to the Illinois Sports Facilities Authority (the "Authority"), a political subdivision, unit of local government, body politic, and municipal corporation under the laws of the State of Illinois and as such, we are familiar with the affairs of the Authority. You have requested us, as counsel for the Authority, to render an opinion on certain aspects of a transaction between the Authority and the Chicago White Sox, Ltd. In connection with our opinion, we have examined a certified copy of Public Act 85-1034, which was passed by the Illinois General Assembly on June 30, 1988, and signed into law by the Governor of Illinois on July 7, 1988, and an executed original of a Management Agreement by and between the Authority and the Chicago White Sox, Ltd., dated as of June 29, 1988 (the "Management Agreement").

We have also made such further reviews and investigations as we have deemed necessary or appropriate in order to issue this opinion.

1. The terms of the Management Agreement conform to the provisions of the Act.

2. The duties and obligations of the Authority under the Management Agreement are binding obligations of the Authority,

EXHIBIT I

ARVEY, HODES, COSTELLO & BURMAN

Illinois Sports Facility Authority
Chicago White Sox
July 28, 1988
Page Two

enforceable against the Authority in accordance with their terms, except as may be limited by bankruptcy, insolvency, or similar laws applicable to creditors generally and principles of equity; provided, however, that we express no opinion as to the enforceability of Article XXIII of the Management Agreement.

This opinion is being delivered to you for your use and benefit in connection with the execution and delivery of the Management Agreement by you and may not be relied upon by any other person, firm, or entity without our expressed, written consent.

ARVEY, HODES, COSTELLO & BURMAN

EXHIBIT J
CHAPMAN & CUTLER OPINION

[Letterhead of Chapman and Cutler]

July __, 1988

Chicago White Sox, Ltd.
Comiskey Park
324 West 35th Street
Chicago, Illinois 60616

Gentlemen:

This opinion is delivered to you pursuant to the Management Agreement dated as of June 29, 1988 (the "Management Agreement") between Illinois Sports Facilities Authority and Chicago White Sox, Ltd. Capitalized terms not otherwise defined herein shall have the meanings as set forth in the Management Agreement.

We have examined an executed counterpart of the Management Agreement, a copy, certified by the Secretary of State of the State of Illinois, of the Act, as amended by Public Act 85-1034 (Senate Bill No. 2202) (the "Act"), a certified copy of Ordinance No. 1 adopted by the Authority on January 27, 1988 imposing the Local Tax, and such other documents, showings and related matters of law as we have deemed necessary in order to render this opinion.

Based upon such examination, we are of the opinion that:

1. The Act is in full force and effect.
2. The imposition, levy and collection of the Local Tax authorized by the Act does not violate the Illinois Constitution of 1970.
3. The Local Tax has been duly and validly levied by the Authority in accordance with the Act.

Respectfully submitted,

EXHIBIT J



CHICAGO WHITE SOX

HOWARD C. PIZER

TO: Jerry Blakemore

DATE: March 16, 1998

Enclosed per our conversation are four (4) signed copies of the 9th Amendment. As we discussed, paragraph 3 has been amended to begin the media fee change effective as of the end of the 1999 season. This is per Jerry Reinsdorf's conversation with Al Lerner.

Please call me with any questions. If I do not hear from you, I will assume you will return two (2) fully signed copies to me.

Thanks.

HCP/lap

Cc: Julian D'Esposito
Howard Richard

333 W. 35th STREET
CHICAGO, IL 60616
312.674.1000

MANAGEMENT AGREEMENT

FIRST AMENDMENT

This Agreement, dated March 16, 1988, is entered into between the Illinois Sports Facilities Authority, a political subdivision, body politic and municipal corporation (the "Authority"), and the Chicago White Sox, Ltd., an Illinois limited partnership (the "Team"), and is the First Amendment to the Management Agreement, dated as of June 29, 1988, between Authority and Team (the "Management Agreement").

WHEREAS, Authority has agreed in the Management Agreement to demolish the structure on the property presently occupied by Mack Truck on or before February 15, 1989, to prepare such property for use as a surface parking lot on or before April 7, 1989, and to demolish all structures on all property acquired by it (except the Existing Stadium) by May 1, 1989;

WHEREAS, in connection with Authority's purchase of the Mack Truck property, Authority has agreed that in order to allow Mack Truck sufficient time to prepare to vacate the property presently occupied by it, Authority will not require such property to be vacated until after May 1, 1989, thereby precluding Authority from being able to meet the three aforementioned deadlines; and

WHEREAS, Authority and Team hereby agree that the substitution for temporary parking of the property shown outlined

MANAGEMENT AGREEMENT

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WHEREAS, Authority has agreed in the Management Agreement to demolish the structure on the property presently occupied by Mack Truck on or before February 15, 1989, to prepare such property for use as a surface parking lot on or before April 7, 1989, and to demolish all structures on all property acquired by it (except the Existing Stadium) by May 1, 1989;

WHEREAS, in connection with Authority's purchase of the Mack Truck property, Authority has agreed that in order to allow Mack Truck sufficient time to prepare to vacate the property presently occupied by it, Authority will not require such property to be vacated until after May 1, 1989, thereby precluding Authority from being able to meet the three aforementioned deadlines; and

WHEREAS, Authority and Team hereby agree that the substitution for temporary parking of the property shown outlined

on Exhibit A (the "Substitute Property") for that presently occupied by Mack Truck, for purposes of the three aforementioned deadlines imposed by the Management Agreement, is in the mutual best interests of Authority and Team.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 1.02(b) of the Management Agreement is hereby amended by providing that the structure presently on the Substitute Property be demolished on or before March 31, 1989, and by eliminating the requirement that the Authority demolish the structure on the property presently occupied by Mack Truck on or before February 15, 1989.

2. Exhibit A-3 to the Management Agreement is hereby amended by deleting the cross-hatching on the property presently occupied by Mack Truck, and by marking (by shading in yellow) the Substitute Property.

3. It is hereby agreed that for purposes of the preparation of temporary parking facilities by April 7, 1989, the preparation of temporary parking facilities on the Substitute Property by April 13, 1989 will be in full substitution for the property presently occupied by Mack Truck; provided, however, that Authority shall be required to complete that work identified

on Exhibit B hereto with respect to "D Lot" and "E Lot" on or before April 13, 1989. It is understood and agreed that Authority's obligations pursuant to this paragraph 3 shall be to substantially complete the aforesaid work by April 13, 1989 (i.e., to complete the same so that the parking areas can be used as intended without material interference by reason of failure to fully complete the same), and to fully complete such work as soon as practicable thereafter. In addition, it is hereby agreed that the portion of the Substitute Property consisting of Stewart Avenue between 35th Street and 37th Street will be resurfaced and paved so as to be integrated with adjacent parking areas. It is further agreed that Team's remedies for breach of Authority's obligations set forth in this Paragraph 3 shall be limited to the remedies described in Section 1.03(a) of the Management Agreement, and in no event shall Team have the right to terminate the Management Agreement by reason of such breach.

4. Section 1.02(c) of the Management Agreement is hereby amended by inserting in the third line thereof, following the word "Stadium" and preceding the semicolon, the additional words

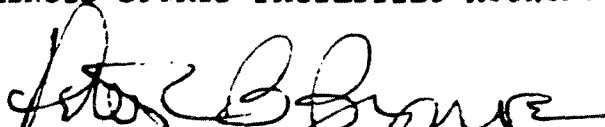
"and other than the structure on the property presently occupied by Mack Truck".

5. Authority hereby agrees to demolish the structure on the property presently occupied by Mack Truck on or before December 31, 1989, and to prepare such property for use as a surface parking lot, in accordance with the specifications set forth in the Management Agreement, on or before March 1, 1990. In the event that Authority fails to meet its obligations as set forth in this Paragraph 5, Team shall have the right to cause such structure to be demolished and a parking area related thereto prepared as aforesaid at Authority's cost and expense. Authority shall reimburse Team for any amounts expended on such demolition and preparation within five (5) business days after receipt of evidence from Team that such costs have been incurred and paid. The remedy provided in this Paragraph 5 shall be the Team's sole and exclusive remedy for breach of Authority's obligations under this Paragraph 5.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment to the Management Agreement on March 16, 1989, and the amendments and agreements set forth herein shall be effective as if contained in the Management Agreement when it was executed as of June 29, 1988.

AUTHORITY:

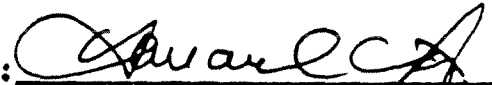
ILLINOIS SPORTS FACILITIES AUTHORITY

By: 
Its: EXECUTIVE DIRECTOR

TEAM:

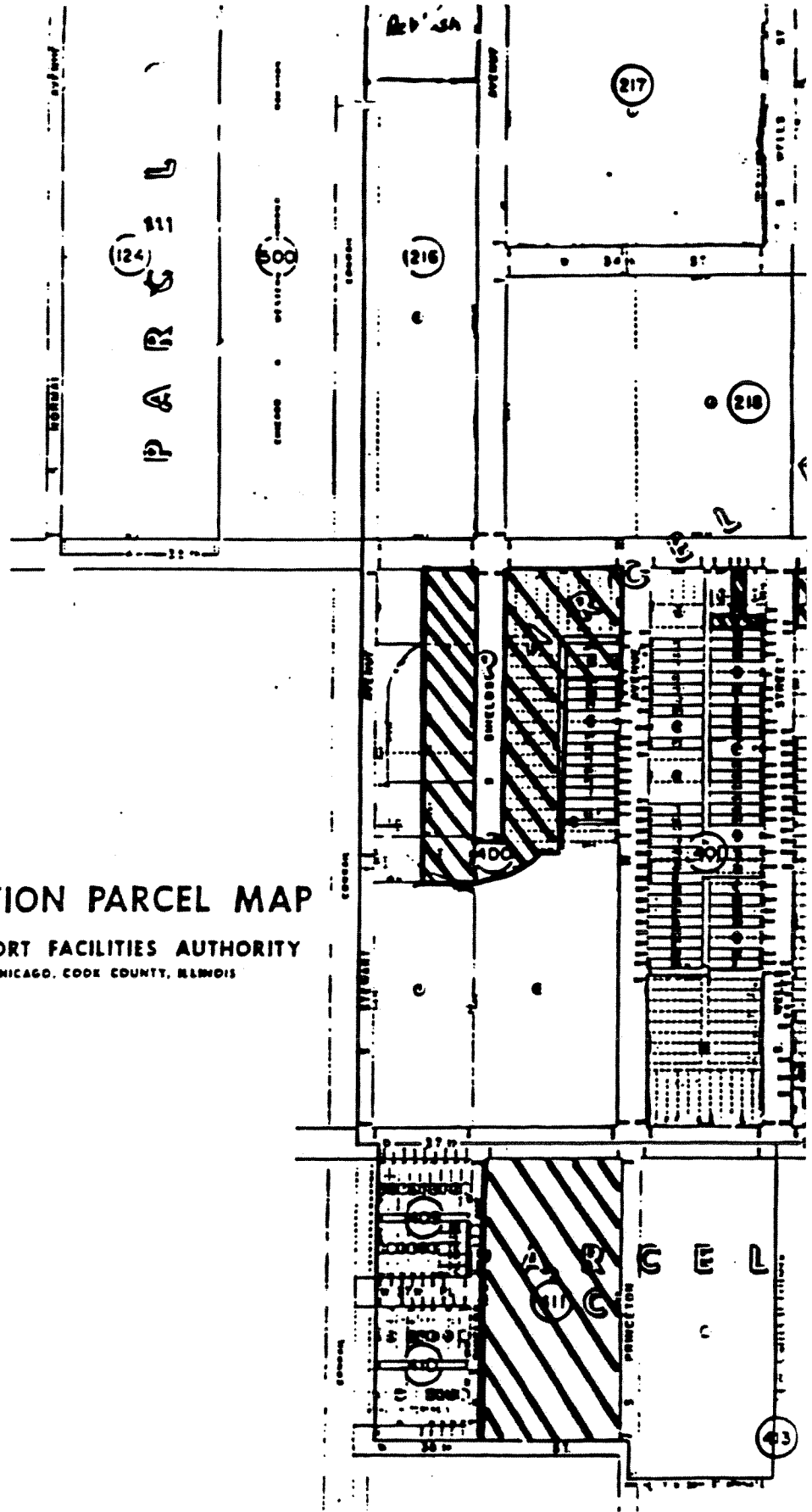
CHICAGO WHITE SOX, LTD., an Illinois limited partnership

By: CHISOX CORP., its General Partner

By: 
Its: Vice President

ACQUISITION PARCEL MAP

ILLINOIS SPORT FACILITIES AUTHORITY
CITY OF CHICAGO, COOK COUNTY, ILLINOIS



MAKAWATASE, WYMS & ASSOC., INC.
ENGINEERS & ARCHITECTS
111 N. LAUREL ST. CHICAGO, ILL. 60602

EXHIBIT A



TO: Peter Bynoe
FROM: Terry Savarise
DATE: February 9, 1989
SUBJECT: Preparations for Opening Day

Enclosed is a list of the parking lot improvements that need to be completed by April 1, 1989 in order to allow the White Sox to use these areas for parking. Each of these items has been discussed with you and your consultants in the past; however, I thought it would be helpful to put everything together into one package. Each item listed in the memo corresponds to the attached drawings. I think this helps make these items self-explanatory.

I have also included a copy of my letter to you dated October 24, 1988, which outlined the necessary street improvements and other work that needed to be completed by April 1, 1989. This memo was discussed at a January 19, 1989 meeting at the Bureau of Traffic, which was also attended by the Authority. At that time, responsibility for each of these tasks was assigned. This is indicated on the memo.

As you know, we are nine weeks away from Opening Day, and a lot needs to be completed by then. We would appreciate it if you and your consultants can keep us informed as to the progress of work related to these items.

Thank you for your attention of this matter. Please call me if you have any questions.

TS/bjr
cc: Jerry Rainsdorf
Eddie Einhorn
Howard Pizer
David Schaffer
Enclosures

EXHIBIT B P.1

All lots should include at least two signs indicating "No Cars, Bottles, or Hard Containers Allowed in Park." "All Lots Close Within 1 Hour After the Conclusion of the Game."

When striping lots, only provide single lines to designate parking parameters rather than striping each individual stall. When you are ready to perform this work, we will provide you with further details.

A LOT - 1. 34th and Wells. "Official White Sox Parking \$5.50" Sign at entrance.

2. Driveway through Mack Truck Lot on 34th Street, Wells to Wentworth including fence, gates, curbing, lights, and resurfacing.
3. Entire lot surfaced and striped, with proper drainage.

Stewart from 35th to 38th needs to be resurfaced and paved to meet adjacent parking lots.

C LOT - 1. Factory at north end removed and lot resurfaced.

2. Lights needed for this area, also fencing, bumpers and stripes.
3. New driveway and gates at 33rd and Shields.

D LOT - 1. Parking lot to meet grade with Stewart Avenue and to have new surface and striping.

2. All lights and signage to be relocated or removed.
3. Light poles at south end of lot also to be relocated.
4. Designate a pedestrian walkway through this lot.
5. Fencing and gate at 35th and Stewart and 37th and Stewart.
6. Bumpers and cable along Stewart Avenue from 35th to E Lot. Assuming that construction zone fencing will be in place.
7. Old paste factory foundation needs to be graded to existing lots and Stewart Avenue; paved with drainage.

E LOT - 1. Entire lot needs to be resurfaced, striped, with proper drainage. Lighting must be added.

2. Gate and fencing at 37th and Stewart, and new driveway at this location.
3. Need bumpers and cable at 37th Street from Stewart to Shields.
4. "Official White Sox Parking \$5.50" at entrance to E Lot on 37th Street. Arrow right.

5. Fencing and gate at 37th Street.
- F LOT -
1. Entire lot needs to be resurfaced and striped, with proper drainage.
 2. Add new light poles, per requirements.
 3. Dumpers and cable along perimeter of lot. Cables to be removable at aisles on Stewart Avenue.
 4. Removable bumpers at 37th Place driveways into lot.
 5. Gate needed at 38th and Stewart.
 6. Gate needed at 37th and Stewart.
 7. "Official White Sox Parking \$5.50" at southeast corner of 37th and Stewart. Arrow left. And southeast corner of 37th Place and Stewart. Arrow left.
 8. Two exit signs on railroad wall. Arrow left placed north and south of 37th Place and Stewart.
- G LOT -
1. New light towers and lights. Minimum amount of lighting needed (Railroad) has been furnished to Oppenheim and Associates.
 2. Car bumpers removed by the new entrance on Normal.
 3. Slide gate moved from existing location on Normal 60 feet south to new entrance.
 4. Pedestrian gate at 35th Street.
 5. Gate way near Normal on 33rd and entrance installed.
 6. Extra bumpers removed from middle of lot.
 7. Need signs (OFFICIAL SOX PARKING) at 35th and Normal (both directions), at both entrances (OFFICIAL SOX PARKING \$5.50), and inside for lot location and pedestrian walkways.
 8. All debris removed and lot swept.
 9. Old foundations at north end of lot filled and paved.
 10. Guard rails by old shack removed.
 11. Fencing around the 1 acre turnaround for trucks.
 12. Repair or replace all perimeter fencing. This should be handled in conjunction with the City.
 13. Paint lot stripes.

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

AGREEMENT made as of this 29th day of March, 1989 by and between ILLINOIS SPORTS FACILITIES AUTHORITY, a political subdivision, body politic and municipal corporation (hereinafter referred to as the "Authority"), and CHICAGO WHITE SOX, LTD., an Illinois limited partnership (hereinafter referred to as the "Team");

RECITALS

A. The parties are parties to a Management Agreement dated June 29, 1988, as amended by First Amendment thereto dated March 16, 1989 (said Management Agreement as amended hereinafter referred to as "the Agreement"), relating to the construction and operation of new Stadium for Team ("Stadium").

B. Pursuant to Article IV of the Agreement, certain procedures are set forth with regard to the preparation of plans for and the construction of the Stadium.

C. The parties wish to enter into understandings with respect to the sharing of possible unanticipated costs associated with the construction of the Stadium.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions. All terms not defined herein shall have the same meaning as in the Agreement.

2. Bid Plans.

(a) The parties acknowledge that the Bid Plans, and four Addenda thereto, have been initialed by the parties and submitted for bids, but that the parties have executed two Letter Agreements relating thereto, dated February 28, 1989 and March 22, 1989 (collectively, the "Bid Plans Letters"). It is hereby agreed that the Bid Plans Letters shall govern the Bid Plans and changes therein.

(b) The parties hereby acknowledge that the following are to be bid as Allowance Items pursuant to the Bid Plans, with the following respective Allowance Amounts (each category description to have the same meaning as in Exhibit D to the Agreement):

Landscaping	\$ 225,000.00
Concessions	2,900,000.00
Press Snack Bar	60,000.00
Picnic/Party Area	400,000.00
Suite Catering	140,000.00

Team Management Offices	1,000,000.00
Graphics	50,000.00
Scoreboard	8,000,000.00

In addition, the following are hereby established as additional Allowance Items:

Installation of playing field in accordance with Section 02901 of the Bid Plans, as supplemented by that certain Memorandum dated March 22, 1989 to Peter Bynoe from Terry Savarise, (but excepting "miscel- laneous materials" listed on page 3 of Section 02901)	\$502,400.00
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Swim Spa/Hydro Spa in Room 1.41.1-hydro- therapy	100,000.00
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Novelty Stores (includes novelty store/ hall of fame in main con- course, upper concourse novelty store and service level novelty storage) -- finish work	404,000.00
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The Graphics and Scoreboard Allowance Items are hereinafter referred to collectively as "Excluded Allowance Items" and the aggregate Allowance Amounts applicable thereto, in the amount of \$8,050,000.00, as the "Excluded Allowance Amount." It is acknowledged that (i) the Excluded Allowance Items are not included in the Bid Plans to be bid as allowances; (ii) it is the intention of the parties that the Excluded Allowance Items may be performed by contractors other than the general contractor for the Authority's Work; and (iii) for all purposes of the Agreement, the Allowance Items (including the Excluded Allowance Items) shall constitute Authority's Work.

(c) It is hereby agreed that, notwithstanding that the Bid Plans include a landscaping plan, such landscaping is to be bid as a separate alternate by the bidders so that Authority may determine the cost thereof; Authority hereby acknowledges that Team has not approved the landscaping plan

reflected in the Bid Plans and that until Team does approve the landscaping plans, the \$225,000 Allowance Amount is fully available to do landscaping pursuant to Allowance Plans therefor, to be approved by Team.

(d) It is hereby agreed that the Bid Plans do not reflect drawings or specifications for the Stadium components listed on Exhibit A hereto ("Excluded Components"). Authority hereby acknowledges that notwithstanding such exclusion, such items remain part of Authority's Work. Authority shall be responsible for submitting to Team an addendum or addenda to the Bid Plans reflecting the Excluded Components by July 1, 1989, or such later date as the parties shall agree. Team shall have thirty (30) days following receipt of such addendum or addenda to review and consider same, and the approval thereof shall be governed by Section 4.04 of the Agreement and this Second Amendment. In no event are any Excluded Components to be treated as "Allowance Items" within the meaning of Article IV of the Agreement, it being hereby agreed that Authority shall be solely responsible for completing the same as part of Authority's Work irrespective of the actual cost thereof, and any allowance or budget for any Excluded Component shall not give rise to any implication that the maximum amount Authority shall be required to spend for such Excluded Component is reflected in such allowance or budget item.

(e) It is hereby agreed that if and to the extent that the cost of the Novelty Stores is less than the Allowance Amount applicable thereto, then (unlike all other Allowance Amounts) the unused portion of such Allowance Amount may not be utilized by Team to pay for other Allowance Items, or to reduce the amount of "Team's Share" (as hereinafter defined), and all savings applicable to the Novelty Stores shall revert to Authority.

(f) The parties acknowledge that while Exhibit D to the Agreement makes reference to the Authority constructing the Stadium as a "fully furnished and operational facility including furnishings, fixtures and equipment", the parties have now concluded that the completion of the Stadium will be expedited by Team taking responsibility for furnishing movable furniture and movable equipment. Accordingly, Team hereby agrees that (X) the furnishing of the movable furniture and movable equipment described in Exhibit B hereto shall be Team's Work and not Authority's Work; and (Y) Authority is relieved of any and all obligations to furnish and install movable furniture and movable equipment in the Stadium as part of Authority's Work except:

- (i) as otherwise specifically provided in this subparagraph 2(f);
- (ii) for the obligation to provide items which are specifically identified in Exhibit D to the Agreement;
- (iii) for the Excluded Components;
- (iv) for items which are specifically referred to in the Bid Plans; and

- (v) security surveillance system monitors.

Notwithstanding the foregoing: (i) the actual installation of all television sets in the Stadium, including the purchasing and installation of all necessary brackets and supports, shall be Authority's Work and not Team's Work; and (ii) for all other purposes of the Agreement, the furnishings in the Suites (other than television sets) shall be deemed to be Authority's Work. All other items listed in Exhibit B hereto (and their respective repairs and replacements) shall be the responsibility of Team and shall constitute Team's Work.

In consideration of the Team's foregoing agreement, Authority hereby agrees to pay to the Team the amount of \$800,000 (the "FFE Payment"), such amount to be payable \$400,000 on October 1, 1990 and \$400,000 on March 1, 1991. Team hereby accepts the FFE Payment as full consideration for Team's agreements set forth in this subparagraph 2(f) even though the FFE Payment is unlikely to reimburse Team in full for the costs which will be incurred by Team in performing its obligations under this subparagraph 2(f).

3. Bidding Alternates.

(a) Authority has instructed each bidder to include in its bid the amount by which its price would be reduced if any of the following bidding alternates were substituted in the Bid Plans:

- (i) Eliminating paving at Parcel A (railroad property).
- (ii) Simplifying parking lot construction by using asphalt instead of concrete for bus parking lot.
- (iii) Leaving 32 Suites (including applicable corridors) unfinished, together with related changes.
- (iv) Eliminating coloring in precast.

(b) The parties hereby acknowledge that the addendum referred to in subparagraph (a) includes as an add-on alternate, to be separately bid, the sealing of the precast for the Stadium. The amount of the bid for such work is hereinafter referred to as "the Sealing Cost."

4. Bid Target. There is hereby established a new Maximum Cost of \$126,000,000 and a revised Bid Target of \$114,255,000

Authority hereby agrees that the so-called "Owner's Requirements" (consisting of the items listed on Exhibit C hereto) are not included in the Bid Plans referred to in Paragraph 2 and accordingly will not be included in any bids. It is hereby agreed that if Authority elects to seal the precast, that the Maximum Cost and the Bid Target shall each increase by the Sealing Cost.

5. Acceptance of Bid. (a) The parties hereby agree that in the event that the amount of the lowest bid (the amount of the lowest responsive and responsible bid as the same may be changed from time to time prior to acceptance being hereinafter referred to as "the Bid Amount"), exceeds the sum of \$98,255,000 but is equal to or less than the Bid Target (i.e., \$114,255,000, then within fourteen (14) days following the date on which the Team has received all relevant information provided by the bidders, Team may at its sole and exclusive option require that any of the bidding alternatives referred to in Paragraph 3(a) hereof be incorporated in the Bid Plans whereupon Authority may enter into a construction contract and proceed with Authority's Work. In addition, at the Team's sole option, the parties may for a period ending not later than July 1, 1989 engage in the activities contemplated by subsection 4.05(a)(i) of the Agreement with the successful bidder in an effort to further reduce the Bid Amount. In this regard, Team may, in its discretion, but with Authority's consent not to be unreasonably withheld, incorporate any additional changes which will effectuate a reduction of the Bid Amount. It is hereby agreed that Authority may withhold consent to any such additional change(s) if such change would cause a material delay in completing Authority's Work. The amount of any reduction in the Bid Amount by reason of any change effectuated by Team pursuant to the third and fourth preceding sentences is hereinafter referred to as a "Reduction." It is hereby agreed that the Team shall have no duty or obligation whatsoever to agree to revisions in the Bid Plans pursuant to subsection 4.05(a)(ii) of the Agreement or this Paragraph 5(a).

(b) The provisions of Sections 4.05(a) and 4.05(b) of the Agreement, insofar as they relate to the eventuality of the Bid Amount being in excess of the Bid Target, shall be superseded by this Amendment and shall be of no further force and effect. In the event that the Bid Amount is in excess of the Bid Target, the Authority may, at its option, (i) increase the Bid Target, such increase to have no effect on the potential liability of Team hereunder, or (ii) propose to Team revisions in the Bid Plans. If Authority elects alternative (ii), Authority acknowledges that, while Team shall be required to meet with Authority, Team has no duty or obligation whatsoever to agree to incorporate any such proposed changes in the Bid Plans, it being hereby acknowledged by Authority that the Bid Plans, as the same may be amended pursuant to the Bid Plans Letters, are in accordance with the provisions of Section 4.04 of the Agreement, that Team has no further obligation or duty to agree to any changes in the Bid Plans, and that any further changes therein not provided for in the Bid Plans Letters would reduce the scope of the work and would not be required by the Management Agreement.

(c) Except as hereinafter provided for, nothing contained in this Paragraph 5 or elsewhere in this Agreement shall be deemed to extend the Deadline Date by which the Authority must enter into one or more bonded construction contracts providing

unconditionally for completion of the Stadium as required by Section 1.02(c) of the Management Agreement, which Deadline Date has heretofore been extended to May 10, 1989; nor to extend the Deadline Dates by which the other matters referred to in said Section 1.02(c) must be accomplished, which Deadline Dates shall remain May 1, 1989 (the Chairman's Certificate required by Section 1.02(c) of the Agreement need not certify as to the entering into of the construction contract, but such Certificate shall be supplemented on or before May 10, 1989 as to said construction contract). The Authority reaffirms its acknowledgement that time is of the essence in respect of each of the foregoing Deadline Dates and that the provisions of Section 1.03(b) of the Agreement remain fully applicable with respect thereto. In the event Authority or Team elects to terminate the Agreement by reason of the provisions of Section 1.03(d), Authority agrees that it shall be irrevocably and unconditionally estopped from taking any legal action to prevent Team from terminating this Agreement and from taking any legal action to directly or indirectly prevent, hinder or delay the relocation of the Team's American League franchise.

6. Certain Definitions.

- (a) As used herein, the "Cost(s) of Authority's Work" shall mean the aggregate amounts paid or payable by Authority to contractors, subcontractors and suppliers for construction of the Stadium. The Cost of Authority's Work includes only so-called "hard costs," and shall not include costs of acquiring the Premises, professional fees, interest and other financing costs, insurance costs and other so-called "soft costs" relating to such construction. The Cost of Authority's Work shall include the Owner's Requirements, the Sealing Costs, if any, any amounts expended towards the cost of any Excluded Components, the Allowance Amounts (including the Excluded Allowance Amount) and the FFE Payment.
- (b) As used herein, the term "Authority's Share Measurement Account" shall mean an account established by Authority to measure "Authority's Share" (as hereinafter defined). The Authority's Share Measurement Account is established initially at \$16,000,000 and shall be increased by any Soft Cost Savings (as hereinafter defined) and reduced by any Non-Budgeted Soft Costs (as hereinafter defined) and by Sealing Costs, if Authority elects to seal the precast. The amount in the Authority's Share Measurement Account shall be determined as of the later of December 31, 1991 or the last day of the month following the month in which the Completion Date occurs (such later date hereinafter referred to as the "Determination Date") on the basis of determination thereof delivered to Team prepared by the independent certified public accountants for Authority. Such determination shall be made based on actual expenditures for Non-Budgeted Soft Costs, actual Soft Cost Savings and reasonable reserves established by Authority for known or reasonably foreseeable liabilities for Non-Budgeted Soft Costs. In the event that any

such reasonable reserve is established by Authority, Team shall have the right to deliver an irrevocable letter of credit to Authority in the face amount of such reserve, and in such event an amount equal to the face amount of the letter of credit shall be restored to the Authority's Share Measurement Account as otherwise determined. The letter of credit shall be renewed from time to time until the contingency reserved against is finally determined and the amount so determined is drawn under said letter of credit or otherwise paid by Team. If Team disagrees with the amount of any such reserve, such disagreement shall be resolved pursuant to Article XVIII of the Agreement, and any adjustment in such reserve resulting therefrom shall be reflected in a reduction of Team's letter of credit.

- (c) As used herein, the term **"Non-Budgeted Soft Costs"** shall mean (i) any costs in excess of the amount budgeted therefor by Authority incurred as of the Determination Date in any category of budgeted expenditure except any expenditure included within "Costs of Authority's Work"; or (ii) any unanticipated loss, cost or expense of Authority incurred on or before the Determination Date, except any expenditure included within the "Costs of Authority's Work" provided that in no event shall (A) any amounts which may be payable by Authority to Team under the Agreement or (B) any costs attributable solely to delays in the Completion Date after December 31, 1991 (such as interest on indebtedness, salary and office expenses and insurance costs incurred after such date), be included in "Non-Budgeted Soft Cost."
- (d) As used herein, the term **"Soft Cost Savings"** shall mean any savings in the amount budgeted therefor by Authority in any category of budgeted expenditure except any expenditure included within "Costs of Authority's Work."
- (e) As used herein, **"Authority's Share"** shall mean the aggregate of (i) \$121,000,000, plus (ii) the amount of the Authority's Share Measurement Account at the Determination Date, plus (iii) the Sealing Cost, if any.

7. Sharing of Costs of Authority's Work. The parties hereby acknowledge that they have agreed that the Costs of Authority's Work shall be allocated between Authority and Team as follows:

- (i) Authority shall bear an amount up to and including the Authority's Share;

- (ii) If and only if such Costs exceed the Authority's Share, Team shall bear the excess cost thereof up to the amount of "Team's Share" determined as set forth in Subparagraph 8(a) hereof; and
- (iii) Authority shall bear any and all other Costs of Authority's Work.

Authority hereby acknowledges that prior to the execution of this Agreement, the parties contemplated that Authority would bear the entire Cost of Authority's Work and that Team would be required to make no contribution thereto whatsoever. The Authority now believes that the Cost of Authority's Work may be higher than anticipated. Accordingly, Authority has requested that Team be willing to bear a portion thereof as hereinafter specifically set forth, and Team has so agreed on the condition that in no event shall Authority request, nor shall Team be required to bear, any Costs of Authority's Work beyond the amount set forth in Subparagraph 8(a) hereof.

8. Team's Contribution.

- (a) Team hereby agrees to make a contribution towards the Cost of Authority's Work in an amount ("Team's Share") equal to the least of (i) the Maximum Amount (as hereinafter defined), (ii) the amount, if any, by which the Cost of Authority's Work exceeds Authority's Share and (iii) the amount, if any, by which the Bid Amount (after Reductions) exceeds \$98,255,000.
- (b) As used herein, the "Maximum Amount" shall be equal to \$10,000,000 less the aggregate of the following:
 - (i) The aggregate amount of all Reductions agreed to by Team pursuant to Paragraph 5 above; and
 - (ii) the amount of any reduction in any Allowance Amount agreed to in writing by Team at any time prior to or after commencement of construction of the Stadium.
- (c) On January 2, 1991, or on such later date as Authority shall designate, provided in any event that Authority has at least thirty (30) days in advance certified to Team in writing that to the best of its knowledge the Costs of Authority's Work shall exceed Authority's Share, which certification shall set forth the amount by which it believes such costs will exceed Authority's Share (with appropriate documentary back-up), Team shall secure its obligations under Paragraph 8(a) by depositing cash or a letter of credit in the amount of such excess costs as so estimated, but not in any event more than the Team's Share.
- (d) If, prior to the determination of the actual amount of Team's Share, the Authority delivers to Team a certificate executed by the Chairman of the Authority, certifying (i) that the Authority's

Share Measurement Account has been completely exhausted by Costs of Authority's Work incurred in excess of \$121,000,000 and Non-Budgeted Soft Costs (net of Soft Cost Savings); (ii) that Authority has no funds available to it with which to pay Costs of Authority's Work; and (iii) as to Authority's good faith estimate of Team's Share, based on Costs of Authority's Work incurred to date, which certificate shall contain appropriate documentary back-up, then Authority may request that Team deposit with Authority an amount equal to Team's Share (based on the estimated Cost of Authority's Work as set forth in such certificate), which deposit Authority may use to pay Costs of Authority's Work. The cash or letter of credit theretofore deposited by Team pursuant to subparagraph 8(c) as security for its obligations shall stand as the deposit required by this subparagraph 8(d) and to the extent necessary the amount thereof shall be adjusted to equal the estimated amount of the Team's Share as set forth in such certificate.

- (e) Following the Determination Date, Authority shall provide Team with a report prepared and verified by Authority's independent certified public accountants setting forth the final Costs of Authority's Work and Authority's Share Measurement Account (which for the purposes hereof shall not be less than zero). Based on such reports, the parties shall determine the actual amount of Team's Share, and the deposit referred to above shall be finally adjusted on the basis of the actual determination thereof so that Team shall have paid no more nor no less than Team's Share. The parties recognize that the Cost of Authority's Work, as set forth in such report, may include a reasonable reserve for contingencies relating to the "hard costs" of constructing the Stadium, such as disputes or potential disputes with contractors or subcontractors. In such event, if and to the extent the existence of such reserves increases the Team's Share from the amount which it would be but for such reasonable reserves, then in lieu of paying such portion of Team's Share in cash, Team shall have the right to deliver an irrevocable letter of credit to Authority in the face amount of such increased amount. The letter of credit shall be renewed from time to time until the contingency reserved against is finally determined and the amount so determined is drawn under said letter of credit or otherwise paid by Team. If Team disagrees with the amount of any such reserve, such disagreement shall be resolved pursuant to Article XVIII of the Agreement and any adjustment in such reserve resulting therefrom shall be reflected in a reduction of Team's letter of credit.

9. Changes. If the Cost of Authority's Work is less than the Authority's Share, Authority hereby agrees to expend, whenever requested by Team, the amount by which such cost is less than the Authority's Share for the purpose of adding back to the

Stadium any items which were eliminated by changes approved by Team which resulted in Reductions. Any amounts required to be so expended shall be expended as and when required by Team and shall be governed by the provisions of Section 4.08 (except for Subparagraph (c) thereof) of the Agreement.

10. Authority's Work. Authority hereby agrees that in the event that any change in the Bid Plans agreed to by Team which resulted in a Reduction pursuant to Paragraph 5 hereof involves the elimination of or non-completion of any items such as the "Suites", and if Team subsequently completes any items not originally included in Authority's Work by reason of said change, then upon completion thereof and payment therefor by Team, all such items shall, for purposes of the Agreement, be deemed Authority's Work.

11. No Other Change. Except as set forth herein, the Agreement shall remain in full force and effect. Specifically, without limiting the generality of the foregoing, the provisions of this Agreement shall in no way affect Authority's obligations (a) under Article II of the Agreement, it being hereby agreed that none of the procedures outlined in this Agreement nor the unanticipated higher costs shall be deemed a "Force Majeure" under the Agreement nor (b) under Article VII of the Agreement, it being hereby agreed that Authority's obligations for Capital Repair shall not be affected by any changes in the Stadium resulting from changes in the Bid Plans contemplated hereby.

12. Waiver of Claims. Authority hereby acknowledges and agrees that Team has acted in good faith with respect to all aspects of the Agreement, including, without limitation, Article IV thereof. Without limiting the generality of the foregoing, Authority acknowledges and agrees that by entering into this Amendment and the Bid Plans Letters, Team has fully and faithfully discharged its duties and obligations in connection with the preparation of the Bid Plans and that Team shall have no obligation whatsoever to agree to any change in the Bid Plans (except for the development of Allowance Plans and plans for Excluded Components and as otherwise contemplated in the Bid Plans Letters) at any time, whether pursuant to the provisions of Paragraph 5 hereof or pursuant to the Agreement. Accordingly, for good and valuable considerations, including Team's agreeing to this Second Amendment, Authority hereby releases and forever discharges Team from and against any claim by Authority based in whole or in part on the assertion that (i) Team has failed to act in good faith with respect to the development of the Bid Plans, (ii) except as aforesaid, Team has any duty or obligation to agree to any change in the Bid Plans (whether pursuant to Paragraph 5(b) or otherwise) or (iii) Team is in any way in breach of any of its duties and obligations under the Agreement as of the date hereof.

13. Union Labor. Team hereby acknowledges that Authority has entered into a Project Labor Agreement whereby Authority agreed that only union labor would be employed in connection with the construction of the Stadium. Team hereby agrees that it will employ only union labor at the project site in connection with the construction of the Stadium.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ILLINOIS SPORTS FACILITIES
AUTHORITY, a political subdivision,
body politic and municipal
corporation

By: *John B. Byrne*

CHICAGO WHITE SOX, LTD., an Illinois
limited partnership

By: *Samuel A. [Signature]*

EXCLUDED COMPONENTS

A.	Room 1.18.4. <u>Usher Lounge</u> . Purchase and installation of window blinds.	\$ 340
B.	Room 1.21.4. <u>Tenant Warehouse</u> . Purchase and installation of shelves and racks.	5,761
C.	Room 1.22.3. <u>Visiting Clubhouse Spa</u> . Purchase and installation of whirlpool.	3,000
D.	Room 1.26.5. <u>Visiting Clubhouse</u> . Purchase and installation of kitchen equipment and heavy duty washer/dryer with large capacity.	8,949
E.	Room 1.32.1. <u>Laundry Room</u> . Purchase and installation of 2 washers and 2 dryers, heavy duty with large capacity.	13,888
F.	Room 1.33.1. <u>Player Lounge</u> . Purchase and installation of kitchen equipment.	2,430
G.	Room 1.39.2. <u>Training Room</u> . Purchase and installation of 3 75-lb. icemakers.	8,400
H.	Room 1.36.6. <u>Cold Dip</u> . Purchase and installation of necessary equipment.	25,000
I.	Purchase and installation of additional emergency telephones, locations to be determined.	675
J.	Purchase and installation of telephone system and telephones for building (excluding individual suites, stadium club and Team offices).	60,000
K.	Purchase and installation of blinds at all borrowed lights and exterior windows.	50,000
L.	<u>Hydrotherapy Whirlpool</u>	30,000
	1. Thermostatic water mixing valve	
	2. Electric Turbine ejector	
M.	<u>Lounge/Kitchenette</u>	6,200
	1. Refrigerator - 1 = 800	
	2. Microwave - 1 = 300	
	3. Tack board - 1 = 100	
	4. 4-drawer filing cabinets - 9 = 2,700	
	5. Window blinds - 200 square feet = 300	
	6. Built-in shelving - 2,000	

N.	<u>Reception Desk</u>	800
	1. File cabinets - 2 = 800	
O.	<u>Security Area</u>	9,800
	1. Computer work station - 1 = 3,000	
	2. Rack for drawings - 1 = 800	
	3. Shelving - 1,500	
	4. Countertops - 4,500	
P.	<u>Nurses Area</u>	11,500
	1. Medical supplies cabinet - 1 = 1,000	
	2. Shelving - 1,500	
	3. First Aid counters with sinks - 3 = 9,000	
Q.	<u>Ticket Windows</u>	246,100
	1. Ticket countertops, shelving & cabinets - 46 = 161,000	
	2. Queing rails - 368 linear feet = 73,600	
	3. Pull-down window coverings - 46 = 11,500	
R.	<u>Ticket Office</u>	5,000
	1. Counters and shelving = 3,000	
	2. File Cabinets - 4 = 2,000	
S.	<u>Umpire Locker Room</u>	1,100
	1. Refrigerator - 1 = 800	
	2. Microwave - 1 = 300	
T.	<u>Storage/Kitchenette</u>	3,250
	1. Countertops, cabinets, shelving = 3,000	
	2. Icemaker - 1 = 250	
U.	<u>Player Lounge</u>	6,300
	1. Cabinets, countertops, shelving = 5,000	
	2. Refrigerator/freezer - 1 = 1,000	
	3. Microwave - 1 = 300	
V.	<u>Weight Room</u>	4,000
	1. Mirrors on walls = 4,000	
W.	<u>Hydrotherapy</u>	25,250
	1. Three large whirlpools = 21,000	
	2. Shower/Bath = 1,500	
	3. Cabinets = 2,750	
X.	<u>Employee Check-in</u>	5,800

	1. Countertops, shelving = 4,900	
	2. Time card racks - 6 = 900	
Y.	<u>Uniform Storage</u>	5,000
	1. Pipe racks = 5,000	
Z.	<u>Training Room</u>	2,300
	1. Cabinets - 1 = 2,300	
AA.	<u>Doctor Office</u>	3,000
	1. Cabinets with sinks = 3,000	
BB.	<u>Stadium Authority Office</u>	2,750
	1. Cabinets = 2,000	
	2. Desk - 1 = 750	
CC.	<u>Training Rehabilitation</u>	3,000
	1. Cabinets = 3,000	
DD.	<u>Trainers Office</u>	2,500
	1. Cabinets = 2,500	
EE.	<u>Icemakers - 3 = 750</u>	750
FF.	<u>X-Ray Equipment = 150,000</u>	150,000
GG.	<u>Kodak M-7 Film Processors - 3 = 21,000</u>	21,000
HH.	<u>Parking Lot Booths - 31 = 124,000</u>	124,000
II.	Millwork in counting room, ticket storage, photo room, accounting room, liquor storage, laundry room, print room, dark rooms, suite's reception, waiting rooms, elevator lobby, press work room, etc. = 100,000	100,000
JJ.	<u>Portable Dumpsters = 13,020</u>	13,020
KK.	All equipment and finishes in suites, except for couches, coffee tables and televisions, which will be purchased by CWS = 15,300/ST	1,897,200
LL.	<u>Foul Ball Poles = 12,000</u>	12,000
MM.	<u>Backstop, Screen & Net, Bases, etc. = 25,000</u>	25,000
	TOTAL:	<u>\$2,895,063</u>

EXHIBIT B

ROOM #	DESCRIPTION	ITEMS NEEDED
1.15.8	Parking - Counting	Chairs for counters
1.15.6	Parking - Control	Chairs for counters
1.16.3	Employee Check-in	Chairs for counters; card racks; time clocks, film processors; television
1.17.2	Usher - Ticket Counting	Chairs for counters
1.18.4	Usher - Lounge	6' round tables and chairs; television
1.21.4	Tenant Warehouse	Lift mechanism
1.18.2	Usher - Office	Desks and chairs; television
1.21.1	Auxiliary Locker Room	Chairs for lockers; tables with chairs; television
1.21.2	Auxiliary Locker Room Office	Desk and chair
1.22.2	Visiting Clubhouse - Training Room	Training tables, chairs
1.24.2	Visiting Locker Room	Coolers; chairs for lockers; tables; television
1.25.5	Visiting Clubhouse - Meeting Rm.	Table and chairs
1.25.5	Visiting Clubhouse - Mgr. Office	Desk and chairs; television
1.28.1	Umpires Locker Room	Chairs for lockers; television
1.28.6	Mascot Room	Chairs for lockers; television
1.27.12	First Aid - Doctor's Office	Desk and chair; television
1.27.08	First Aid - Cot Room	Twin-size beds with pillows
1.27.13	First Aid - Nurses Station	Desk and chairs; television
1.28.7	Security - Open office	Chairs for counters; television

1.29.2	Day of Game Office	Chairs for counters; rack for drawings; computer work station; table; television
1.29.5	Security - Reception	Chair; television
UNKNOWN	Security Video Room	Chairs for counters
1.30.7	Reception Lobby	Furniture for waiting area; time clock; television.
1.30.3	Home Clubhouse/Coaches Locker Rm.	Chairs for lockers; television
1.31.2	Home Clubhouse - Meeting Room	Table and chairs
1.32.1	Equipment Office	Desk and chairs
1.32.2	Home Clubhouse - Mgrs. Office	Desk and chairs; television
1.33.1	Home Clubhouse - Player Lounge	Couches, chairs and 6' round tables; video equipment
1.35.8	Home Clubhouse - Locker Room	Chairs for lockers
1.37.5	Home Clubhouse - Conditioning Coach	Desk and chair
1.39.2	Training Room	Training tables and chairs
1.40.1	Training Office	Desk and chair; television
1.40.3	Quiet Room	Twin bed
1.40.4	Doctor's Office	Desk and chair - extendible
1.42.4	Maintenance Locker Room	Table and chairs; television
1.42.6	Carpenter Office	Desk, chairs and file cabinets
1.45.1	Plumber Office	Desk, chairs and file cabinets
1.46.2	Electrician Office	Desk, chairs and file cabinets
1.49.2	Painter Office	Desk, chairs and file cabinets

1.1.3	Janitor Office	Desk, chairs and file cabinets
1.1.4	Janitor Lounge	Banquet type 8' tables and chairs
2.48.1	Family Waiting Room	Tables, chairs and sofa; televisions
	Couches, coffee tables and televisions in suites.	
3.30.7/5.30.7	Suite Office	Desk and chairs
3.30.1	Press Box	Chairs for counters; televisions per drawing
3.31.1	Press Workroom	Chairs for counters
VARIOUS	Broadcast Booths	Stools/chairs in each booth
6.30.4	Upper Level Security	Desk and chairs

OTHER ITEMS TO BE INCLUDED

- Various washers and sweepers for concourses and parking lots
- Card chairs to replace handicap seating
- Other maintenance equipment, including carts, tractors, wagons, etc.
- Portable "Ansul" systems for fire control.
- Fire extinguishers
- Carpet cleaners.
- "Wet" vacuums.
- Field vacuum for seating debris
- Gurneys and stretchers, with lockers.
- Power washers.
- Trash receptacles (inside and outside stadium).
- Televisions for the concourses.

a. Demolition work on Parcels A, B, & C:

Speedway Wrecking Company @ 62,670,700

b. Asbestos Abatement work on Parcels A, B, & C:

Celfax Corporation @ \$345,000

c. Asbestos Consultant:

Allowance @ \$75,000

d. Provide full time "off hour" watchman service during Stadium demolition (128 hours/week):

35 wks @ \$1,280 /wk = 44,800

e. Allowance to provide temporary surfacing at temporary parking at demolished buildings on Parcels B4, B6, and Parcel A:

Parcel A 20,000 SF

Parcel B4 40,000 SF

Parcel B6 45,000 SF

105,000 SF

105,000 SF @ \$2.00 /SF = \$210,000

f. Allowance for unknown obstruction removal:

Allowance @ \$450,000

Adjacent Property \$110,000 ---
Preconstruction
Survey; Surveys

Estimate includes adjacent property preconstruction survey of existing conditions, including:

a. Railroad bridge and tracks adjacent to Parcel "A"

b. 31st, 35th and 39th Street intersections with Dan Ryan Expressway

c. Adjacent Streets and Alleys

d. Initial site survey

e. Final site survey.

Technical
Investigation

\$48,000 ✓ ---

Estimate includes cost for:

a. Permits.

b. Performing six borings to hardpan (4) and rock (2) in public ways during normal business hours for stadium structure

6 ea @ \$3,000 /ea = \$18,000

c. Performing ten soil borings in public walkway and alley during non-business hours for future parking lot areas

10 ea @ \$1,500 /ea = \$15,000

d. Foundation consultants summary report including recommendation on design depth and anticipated maximum loading condition: @ \$5,000

e. Test pits to verify existing conditions if required by Architect or Engineer:

10 ea @ \$1,000 /ea = \$10,000

Electrical
Allowance
Utility Charges

\$85,000 ✓ ---

CECo Excess Facility charges based on:

Allowance \$85,000

CECo Excess Facilities charges to be verified when total electrical load data is computed and the location and number of switchboards are designated.

Soil Testing
Investigation
Costs

\$625,000 ✓ ---

Estimated cost includes:

a. Verification and inspection of caissons or piles including location, size and bearing capabilities conforming to design criteria:

@ \$125,000

b. Testing of excavation and backfill procedure and compaction results:

@ \$75,000

c. Testing and Inspection for all concrete work, structural steel & metal deck, reinforcing and post tension tendon placement, and post tension procedures and results:

@ \$350,000

d. Inspection of precast concrete manufacturing and installation for conformance with design criteria:

@ \$25,000

e. Other testing to be defined; Estimate includes miscellaneous allowance of \$50,000 for incidental inspections (acoustic, vibration, etc.)

@ \$50,000

Building Permit

\$75,000 ✓ ---

Estimate provides for:

a. Building permit costs based on an allowance of \$75,000.

b. Related plumbing, HVAC and electrical permit costs.

c. Permits for Tenant Improvement Work, concessions, etc. not included.



1 W. 35th STREET
CHICAGO, ILLINOIS 60616
2) 924-1000

March 29, 1989

Illinois Sports Facilities Authority
One First National Plaza
Chicago, Illinois 60603

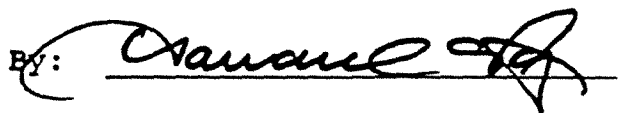
Gentlemen:

Reference is made to the Second Amendment to the Management Agreement, of even date. The parties acknowledge that notwithstanding the fact that the coloring in the precast has been reflected as an add-on alternative in the Bid Plans, it is our intention that the Bid Amount shall include the precast coloring and the elimination of such coloring shall constitute a bid alternate reduction pursuant to Subparagraph 3(a)(iv).

It is further acknowledged that the "Bid Target" reflected in Paragraph 4 was arrived at by deducting from the Maximum Cost of \$126,000,000 the (i) Excluded Allowance Amount of \$8,050,000, (ii) the FFE Payment of \$800,000 and (iii) the estimated cost of the Excluded Components totaling \$2,895,000; and that the amount of \$98,255,000 appearing in Paragraphs 5(a) and 8(a) was arrived at by deducting \$16,000,000 from the "Bid Target".

Very truly yours,

CHICAGO WHITE SOX, LTD.

BY: 

CONFIRMED:


Peter C. B. Bynoe

BUDGET REFERRED TO IN PARAGRAPH 6 OF THE SECOND AMENDMENT TO
MANAGEMENT AGREEMENT DATED MARCH 29, 1989

Soft Costs

Owners Gen Req. \$ 4,988,50
HOK Fees 7,610,75
MOA Fees 2,372,75

Land Acquisition

Commercial \$12,130,250
Vacant 681,888
Mixed Use 354,626
Fair Market Value 1,613,849
Old Coniskey Park 6,100,000

Residential

Cash and Incentive 2,430,610
Replacement Housing 2,884,390
Temporary Relocation 1,034,614

Professional Fees

Relocation Planning 1,298,943
Land Acquisition Survey and
Structural Study 156,315
Appraisal 467,760
Title Insurance 100,000
Interest on FNB Interim Loan 294,572
Property Management 100,000

Subtotal - Land Acquisition 29,647,1

Bond Proceed Professional Fees

Bond Trustee 70,000
MBP 300,000
Chapman & Cutler 285,000
Earl Neal 400,000
Arvey Hodes 160,000
Bear, Stearns; Schiff Hardin 3,000,000
FNB - Chicago 150,000
Touche Ross; Wash. Pittman 400,000

Subtotal - Professional 4,765,

MBIA Credit Fees 3,302,
Salaries and Office 1,500,
Insurance, Counsel and Other Fees 2,895,

CHICAGO WHITE SOX, LTD.

\$57,082,

By: 
ILLINOIS SPORTS FACILITIES AUTHORITY

By: 

ILLINOIS SPORTS FACILITIES AUTHORITY
ANALYSIS OF PROJECT COSTS
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ILLINOIS SPORTS FACILITIES AUTHORITY

SUMMARY OF SOURCES AND USES OF FUNDS AND SURPLUS
 PREPARED: 27-Mar-69

	FIXED ASSET IMPROVEMENTS & RELATED PROF. FEES	OPERATING EXPENSES & DEBT SERVICES	TOTAL
TOTAL SOURCES	159,683,876	85,139,085	244,822,961
TOTAL USES	159,286,206	76,992,392	236,278,597
SURPLUS	397,671	8,146,693	8,544,364

.....
 ILLINOIS SPORTS FACILITIES AUTHORITY

 SOURCES & USES OF FUNDS - CAPITAL BUDGET
 PREPARED: 27-Mar-89

SOURCES OF FUNDS - CAPITAL BUDGET

A. GROSS BOND PROCEEDS	\$150,000,000
B. CONSTRUCTION FUND INVESTMENT EARNINGS	9,683,876
C. (RESERVED)	0
TOTAL SOURCES OF FUNDS - CAPITAL BUDGET	\$159,683,876

USES OF FUNDS - CAPITAL BUDGET

A. CONSTRUCTION & DEMOLITION (& RELATED PROFESSIONAL FEES) (MOA ESTIMATE DATED 1/21/89)	141,609,743
B. LESS: COST OF SKYBOXES (MOA ESTIMATE DATED 10/25/88 PLUS 8X)	(21,766,396)
C. LAND PURCHASE (& RELATED PROFESSIONAL FEES) (ISFA ESTIMATE DATED 2/21/89)	30,212,868
D. LESS: COST OF OLD COMISKY PARK	(6,100,000)
E. COUNSEL AND FINANCIAL PLANNING FEES (ISFA ESTIMATE DATED 11/17/88)	3,727,000
F. CREDIT ENHANCEMENT FEES (MBIA INSURANCE PLUS MBIA DSRF)	3,302,500
G. (RESERVED)	0
H. CAPITALIZED INTEREST	8,300,491
TOTAL USES OF FUNDS - CAPITAL BUDGET	159,286,206
SURPLUS/(DEFICIT) -- CAPITAL BUDGET	397,671

ILLINOIS SPORTS FACILITIES AUTHORITY
 SUMMARY OF OPERATING REVENUES AND EXPENSES
 (JANUARY 1, 1988 - DECEMBER 31, 1991)
 PREPARED: 27-MAR-89

SOURCES OF FUNDS FOR OPERATIONS AND DEBT SERVICE

A. ISFA CASH BALANCES (AFTER REIMBURSEMENT OF "GOOD COSTS" FROM BOND PROCEEDS)	17,000,000 **
B. ACCRUED INTEREST ON SERIES 1989 BONDS	888,594
C. FISCAL YEAR 1990 & 1991 APPROPRIATIONS	36,000,000
D. FY 1992 APPROPRIATIONS THROUGH 12/31/1991	11,250,000
E. CAPITALIZED INTEREST	8,300,491
F. EXCESS REVENUES FROM ISFA HOTEL TAX	11,700,000 *
TOTAL SOURCES OF FUNDS	85,139,085

USES OF FUNDS FOR OPERATIONS AND DEBT SERVICE

A. DEBT SERVICE (3/15/1989 THROUGH 12/1/1991) (BSC ESTIMATE DATED 2/22/89)	38,079,000
B. (RESERVED)	0
C. COST OF SKYBOXES AND OTHER "BAD COSTS"	21,766,396
D. COST OF OLD COMISKY PARK	6,100,000
E. OPERATING COSTS (10/1/1988 THROUGH 12/31/1991) (TOUCHE ROSS ESTIMATES DATED 10/7/88)	
1. INSURANCE, COUNSEL, AND OTHER FEES; MANAGEMENT AGREEMENT OBLIGATIONS DUE IN FY 92	5,895,000
2. SALARIES AND OFFICE EXPENSES	1,357,000
F. MONIES HELD IN BOND FUND FOR 6/15/92 BOND PAYMENT	3,794,995
TOTAL USES OF FUNDS	76,992,392
SURPLUS/(DEFICIT)	8,146,693

ILLINOIS SPORTS FACILITIES AUTHORITY
 CONSOLIDATED DRAWDOWNS AND INVESTMENT EARNINGS
 PREPARED: 27-Mar-89

DATE	BEGINNING OF MONTH BALANCE	MONTHLY DRAWDOWN	CONSTRUCTION FUND INTEREST EARNINGS 7.99%	DSRF INTEREST EARNINGS (0%)	BOND FUND EARNINGS	END OF MONTH BALANCE
MRU 2/28/89	\$150,000,000	\$29,992,636	\$0	\$0	\$0	\$120,007,364
MR 1	120,007,364	2,239,154	26,136	0	0	117,794,349
MR 1	117,794,349	3,240,465	762,738	0	0	115,316,622
MR 1	115,316,622	6,433,850	711,661	0	0	107,594,433
MR 1	107,594,433	8,587,770	659,219	0	0	99,665,882
MR 1	99,665,882	4,458,026	633,926	0	0	95,841,782
MR 1	95,841,782	8,062,356	584,598	0	0	88,384,023
MR 1	88,384,023	4,100,292	561,189	0	0	84,844,920
MR 1	84,844,920	4,094,872	537,661	0	0	81,287,708
MR 1	81,287,708	6,219,020	499,832	0	0	75,568,521
MR 1	75,568,521	12,341,446	420,987	0	0	63,648,062
MR 1	63,648,062	4,356,420	369,784	0	0	59,686,425
MR 1	59,686,425	4,247,265	359,132	0	0	55,808,293
MR 1	55,808,293	4,582,480	341,079	0	0	51,566,891
MR 1	51,566,891	4,529,888	313,188	0	0	47,350,190
MR 1	47,350,190	4,760,476	283,577	0	0	42,873,291
MR 1	42,873,291	2,866,195	266,381	0	0	40,273,477
MR 1	40,273,477	2,480,217	251,640	0	0	38,044,900
MR 1	38,044,900	813,387	247,900	0	0	37,479,412
MR 1	37,479,412	2,283,327	234,347	0	0	35,430,433
MR 1	35,430,433	2,736,978	217,684	0	0	32,911,139
MR 1	32,911,139	2,773,525	200,666	0	0	30,338,281
MR 1	30,338,281	2,510,427	185,287	0	0	28,013,140
MR 1	28,013,140	2,670,424	168,740	0	0	25,511,456
MR 1	25,511,456	2,670,424	152,063	0	0	22,993,115
MR 1	22,993,115	7,484,697	103,260	0	0	15,611,678
MR 1	15,611,678	718,490	99,164	0	0	14,992,352
MR 1	14,992,352	590,618	95,892	0	0	14,497,625
MR 1	14,497,625	590,618	92,597	0	0	13,999,604
MR 1	13,999,604	978,531	86,699	0	0	13,107,771
MR 1	13,107,771	3,636,834	63,061	0	0	9,533,998
MR 1	9,533,998	1,889,182	50,902	0	0	7,695,718
MR 1	7,695,718	1,955,451	38,221	0	0	5,778,487
MR 1	5,778,487	1,721,200	27,015	0	0	4,084,302
MR 1	4,084,302	3,689,262	2,630	0	0	397,671
TOTALS	\$0	\$159,286,206	\$9,683,876	\$0	\$0	\$397,671
Average Monthly Balance =			\$48,512,360			

SUMMARY OF COST CATEGORIES
 PREPARED: 27-MAR-89

DATE	TOTAL CONSTRUCTION RELATED	LESS COST OF SKYBOXES AND OTHER "BAD COSTS"	TOTAL LAND ACQUISITION AND RELOCATION	LESS COST OF OLD COMISKY PARK	TOTAL PROFESSIONAL FEES	CREDIT ENHANCEMENT FEES	CAPITALIZED INTEREST	TOTAL PROGRAM DRABOOMS
MAR 2/28/89	\$4,071,364	\$0	\$18,951,772	\$0	\$3,667,000	\$3,302,500	\$0	\$29,992,636
APR 1	625,232	0	\$1,613,922	0	0	0	0	2,239,154
MAY 1	3,035,900	0	\$204,565	0	0	0	0	3,240,465
JUN 1	8,347,457	(247,635)	\$334,028	0	0	0	0	8,433,850
JUL 1	4,928,247	(267,635)	\$606,668	0	0	0	0	5,267,280
AUG 1	9,928,247	(1,076,888)	\$606,668	0	0	0	0	9,458,026
SEP 1	9,145,660	(1,658,505)	\$555,202	0	0	0	0	8,042,357
OCT 1	5,464,833	(1,845,861)	\$481,321	0	0	0	0	4,100,292
NOV 1	4,641,647	(1,016,608)	\$469,834	0	0	0	0	4,094,872
DEC 1	6,946,738	(1,016,608)	\$6,388,890	(6,100,000)	0	0	0	6,219,020
JAN 1, 1990	7,769,921	(428,474)	\$0	0	0	0	0	12,341,446
FEB 1	4,784,894	(428,474)	0	0	0	0	0	4,356,420
MAR 1	5,105,110	(537,629)	0	0	0	0	0	4,567,481
APR 1	5,122,292	(592,403)	0	0	15,000	0	0	4,529,888
MAY 1	5,368,160	(607,684)	0	0	0	0	0	4,760,476
JUN 1	3,679,156	(812,961)	0	0	0	0	0	2,866,195
JUL 1	3,433,287	(953,070)	0	0	0	0	0	2,480,217
AUG 1	2,245,437	(1,432,049)	0	0	0	0	0	813,387
SEP 1	3,595,437	(1,312,110)	0	0	0	0	0	2,283,327
OCT 1	4,049,088	(1,312,110)	0	0	0	0	0	2,736,978
NOV 1	4,085,635	(1,312,110)	0	0	0	0	0	2,773,525
DEC 1, 1991	3,822,537	(1,312,110)	0	0	0	0	0	2,510,427
JAN 1	3,822,537	(1,167,113)	0	0	15,000	0	0	2,670,424
FEB 1	3,722,537	(1,067,113)	0	0	15,000	0	0	2,670,424
MAR 1	7,469,697	0	0	0	0	0	0	7,469,697
APR 1	718,490	0	0	0	0	0	0	718,490
MAY 1	590,618	0	0	0	0	0	0	590,618
JUN 1	590,618	0	0	0	0	0	0	590,618
JUL 1	978,531	0	0	0	0	0	0	978,531
AUG 1	3,636,834	0	0	0	0	0	0	3,636,834
SEP 1	2,071,997	(182,815)	0	0	0	0	0	1,889,182
OCT 1	2,247,359	(291,908)	0	0	0	0	0	1,955,451
NOV 1	1,997,359	(276,160)	0	0	0	0	0	1,721,200
DEC 1	3,781,993	(92,731)	0	0	0	0	0	3,689,262
TOTALS	\$141,609,743	(\$21,766,396)	\$30,212,868	(\$6,100,000)	\$3,727,000	\$3,302,500	\$8,300,491	\$159,286,206

ILLINOIS SPORTS FACILITIES AUTHORITY
 CONSTRUCTION RELATED SCHEDULE OF DRAWDOWNS OF BOND PROCEEDS
 PREPARED: 27-Mar-89

LINE	NOA HARD COST ESTIMATES (JANUARY 21, 1989)	HARD COST CONTINGENCY 0.00%	OWNERS GENERAL REQUIREMENTS	SCOREBOARD	CONTINGENCY FOR ALLOWANCE ITEMS	CONSTRUCTION RELATED PROFESSIONAL FEES			TOTAL CONSTRUCTION RELATED DRAWDOWNS
						HOK	NOA		
1	\$0	\$0	\$597,270	\$0	\$0	\$2,762,267	\$711,826	\$4,071,364	
1	0	0	625,232	0	0	0	0	625,232	
1	7,195,117	0	307,232	0	0	2,491,392	237,275	3,035,900	
1	4,487,733	0	312,642	0	0	439,296	400,402	8,347,457	
1	4,487,733	0	312,642	0	0	83,383	44,489	4,928,247	
1	8,991,746	0	312,642	0	0	83,383	44,489	4,928,247	
1	5,310,919	0	26,042	0	0	83,383	44,489	9,145,660	
1	4,487,733	0	26,042	0	0	83,383	44,489	5,464,833	
1	6,792,825	0	26,042	0	0	83,383	44,489	4,641,647	
1	7,616,007	0	26,042	0	0	83,383	44,489	6,946,738	
1	4,630,981	0	26,042	0	0	83,383	44,489	7,769,921	
1	4,630,981	0	26,042	0	0	83,383	44,489	4,784,894	
1	4,951,196	0	26,042	0	0	83,383	44,489	4,784,894	
1	4,968,378	0	26,042	0	0	83,383	44,489	5,105,110	
1	5,214,246	0	26,042	0	0	83,383	44,489	5,122,292	
1	3,525,242	0	26,042	0	0	83,383	44,489	5,368,160	
1	3,279,374	0	26,042	0	0	83,383	44,489	3,679,156	
1	2,091,523	0	26,042	0	0	83,383	44,489	3,433,287	
1	2,545,174	0	26,042	0	0	83,383	44,489	2,245,437	
1	2,581,721	0	26,042	0	0	83,383	44,489	3,595,437	
1	2,318,624	0	26,042	0	0	83,383	44,489	4,049,088	
1	2,318,624	0	26,042	0	0	83,383	44,489	4,085,635	
1	2,318,624	0	26,042	0	0	83,383	44,489	3,822,537	
1	7,065,783	0	26,042	0	0	83,383	44,489	3,822,537	
1	340,618	0	276,042	0	0	83,383	44,489	3,722,537	
1	340,618	0	250,000	0	0	83,383	44,489	7,469,697	
1	340,618	0	250,000	0	0	0	0	718,490	
1	728,531	0	250,000	0	0	0	0	590,618	
1	3,386,834	0	250,000	0	0	0	0	978,531	
1	1,821,997	0	250,000	0	0	0	0	3,636,834	
1	1,997,359	0	250,000	0	0	0	0	2,071,997	
1	1,997,359	0	250,000	0	0	0	0	2,247,359	
1	3,781,993	0	0	0	0	0	0	1,997,359	
1	3,781,993	0	0	0	0	0	0	3,781,993	
TOTALS	\$118,637,733	\$0	\$4,988,500	\$8,000,000	\$0	\$7,610,755	\$2,372,755	\$141,609,743	

SCHEDULE OF LAND ACQUISITION RELATED COSTS
 PREPARED: 27-Mar-89

----- COMMERCIAL -----

NO	DATE	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	
10		MACK TRUCK		RAILROAD		CITY GARAGE		OTHER COMMERCIAL		CONTINGENCY FOR CONTESTED COMMERCIAL		VACANT		MIXED USE		OTHER FNV		CONTINGENCY FOR MIXED, VACANT & OTHER FNV (5%)
	2/28/89	\$2,310,000		\$2,900,000		\$3,000,000		\$2,930,250		\$0		\$681,888		\$354,626		\$1,613,849		\$0
		990,000		0		0		0		148,050		0		0		0		132,518
TOTALS		\$3,300,000		\$2,900,000		\$3,000,000		\$2,930,250		\$148,050		\$681,888		\$354,626		\$1,613,849		\$132,518

RESIDENTIAL

NO	DATE	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	
10		EXISTING BALL PARK		TEMPORARY RELOCATION		CASH		INCENTIVE PAYMENTS		LAND IN THE GAP		CONSTRUCTION IN THE GAP		CONTINGENCY FOR GAP (10%)				
	2/28/89	\$0		684,364		\$1,731,410		\$699,200		\$257,800		\$0		\$0				
		0		28,818		0		0		0		0		0				
		0		28,818		0		0		0		131,330		0				
		0		28,818		0		0		0		525,318		52,532				
		0		28,818		0		0		0		525,318		52,532				
		0		121,803		0		0		0		393,999		39,400				
		0		47,922		0		0		0		393,999		39,400				
		0		36,435		0		0		0		393,999		39,400				
		6,100,000		0		0		0		0		262,627		26,263				
TOTALS		\$6,100,000		\$1,034,614		\$1,731,410		\$699,200		\$257,800		\$2,626,590		\$262,659				

----- PROFESSIONAL FEES -----

NO	DATE	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	
10		RESCORP LAND ACQUISITION		SURVEY PLUS		APPRAISAL		TITLE INSURANCE		INTEREST ON FNB-CHICAGO INTERIM LOAN		PROPERTY MANAGEMENT						
	2/28/89	\$757,449		\$156,315		\$427,760		\$100,000		\$276,861		\$70,000						
		220,000		0		40,000		0		59,535		15,000						
		160,747		0		0		0		0		15,000						
		160,747		0		0		0		0		0						
TOTALS		\$1,298,943		\$156,315		\$467,760		\$100,000		\$316,396		\$100,000						

DATE	TOTAL LAND ACQUISITION RELATED FEES
2/28/89	\$18,951,772
Mar	\$1,613,922
Apr	\$204,565
May	\$334,028
Jun	\$606,668
Jul	\$606,668
Aug	\$555,202
Sep	\$481,321
Oct	\$469,834
Nov	\$6,388,890
Dec	\$0
TOTAL	\$20,217,848

DRADDOONS OF BOND PROCEEDS FOR PROFESSIONAL FEES
 PREPARED: 27-Mar-89

DATE	COUNSEL										FINANCIAL/BUSINESS PLANNING				INSURANCE	
	BOND TRUSTEE	MAYER BROMM	CHAPMAN & CUTLER	EARL NEAL	ARVEY HODES	BEAR STEARNS; SCHIFF HARDIN	FNB-CHICAGO WASH., PITTMAN	TOUCHE ROSS; PITTMAN	PROFESSIONAL FEES	CREDIT ENHANCEMENT FEES	TOTAL	PROFESSIONAL FEES	CREDIT ENHANCEMENT FEES	TOTAL		
11/2/28/89	40,000	300,000	285,000	400,000	130,000	1,962,000	150,000	400,000	3,667,000	3,302,500	15,000	0	3,317,500			
1990	0	0	0	0	0	0	0	0	0	0	0	0	0			
1991	0	0	0	0	15,000	0	0	0	15,000	0	15,000	0	15,000			
TOTAL	\$70,000	\$300,000	\$285,000	\$400,000	\$160,000	\$1,962,000	\$150,000	\$400,000	\$3,727,000	\$3,302,500	\$15,000	\$0	\$3,317,500			

OPERATING EXPENSES AND REVENUES
CONSTRUCTION PHASE OF PROJECT
(In \$ thousands)
PREPARED: 27-Mar-89

DATE	RESOURCES					COMMITMENTS										TOTAL COMMITMENTS	EOM BALANCE	BOND FUND BALANCE	ISFA CHECKBOOK BALANCE
	BON BALANCE	ISFA RECEIPTS	CAPITALIZED INTEREST FUND	SURPLUS HOTEL TAX	TOTAL RESOURCES	DEBT SERVICE (RESERVED)	SKYROBES	OLD COMISKY PARK	SALARIES & OFFICE EXPENSE	INSURANCE	COUNSEL & OTHER FEES	BALANCE	BOND FUND BALANCE	ISFA CHECKBOOK BALANCE					
2/28/89	16,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	15,403	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	15,018	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	14,943	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	16,520	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	18,203	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	17,051	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	17,568	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	17,097	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	19,055	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	14,114	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	15,148	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	16,095	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	18,532	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	20,090	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	19,422	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	20,639	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	12,814	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	11,786	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	12,529	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	13,392	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	14,255	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	15,118	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	10,378	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	11,386	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	12,494	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	14,654	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	13,874	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	15,699	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	8,581	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	7,506	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	9,681	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	11,673	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	12,556	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	13,455	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	16,000	47,250	8,300	11,700	83,250	38,079	0	21,766	6,100	1,357	5,895	73,197	10,053	3,795	6,258				

AVERAGE BOND FUND BALANCE = \$4,386,925

Preliminary ISFA Estimate as of February 23, 1989

ILLINOIS SPORTS FACILITIES AUTHORITY
 ANALYSIS OF PROJECT COSTS
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 ILLINOIS SPORTS FACILITIES AUTHORITY

 SUMMARY OF SOURCES AND USES OF FUNDS AND SURPLUS
 PREPARED: 27-Mar-89

	FIXED ASSET IMPROVEMENTS & RELATED PROF. FEES	OPERATING EXPENSES & DEBT SERVICES	TOTAL
TOTAL SOURCES	159,683,876	85,139,085	244,822,961
TOTAL USES	159,286,206	76,992,392	236,278,597
SURPLUS	397,671	8,146,693	8,544,364

ILLINOIS SPORTS FACILITIES AUTHORITY
 SOURCES & USES OF FUNDS - CAPITAL BUDGET
 PREPARED: 27-Mar-89

SOURCES OF FUNDS - CAPITAL BUDGET

A. GROSS BOND PROCEEDS	\$150,000,000
B. CONSTRUCTION FUND INVESTMENT EARNINGS	9,683,876
C. (RESERVED)	0
TOTAL SOURCES OF FUNDS - CAPITAL BUDGET	\$159,683,876

USES OF FUNDS - CAPITAL BUDGET

A. CONSTRUCTION & DEMOLITION (& RELATED PROFESSIONAL FEES) (MOA ESTIMATE DATED 1/21/89)	141,609,743
B. LESS: COST OF SKYBOXES (MOA ESTIMATE DATED 10/25/88 PLUS 8X)	(21,766,396)
C. LAND PURCHASE (& RELATED PROFESSIONAL FEES) (ISFA ESTIMATE DATED 2/21/89)	30,212,866
D. LESS: COST OF OLD COMISKY PARK	(6,100,000)
E. COUNSEL AND FINANCIAL PLANNING FEES (ISFA ESTIMATE DATED 11/17/88)	3,727,000
F. CREDIT ENHANCEMENT FEES (MBIA INSURANCE PLUS MBIA DSRF)	3,302,500
G. (RESERVED)	0
H. CAPITALIZED INTEREST	8,300,491
TOTAL USES OF FUNDS - CAPITAL BUDGET	159,286,206
SURPLUS/(DEFICIT) -- CAPITAL BUDGET	397,671

ILLINOIS SPORTS FACILITIES AUTHORITY
 SUMMARY OF OPERATING REVENUES AND EXPENSES
 (JANUARY 1, 1988 - DECEMBER 31, 1991)
 PREPARED: 27-MAR-89

SOURCES OF FUNDS FOR OPERATIONS AND DEBT SERVICE

A. ISFA CASH BALANCES (AFTER REIMBURSEMENT OF "GOOD COSTS" FROM BOND PROCEEDS)	17,000,000 **
B. ACCRUED INTEREST ON SERIES 1989 BONDS	888,594
C. FISCAL YEAR 1990 & 1991 APPROPRIATIONS	36,000,000
D. FY 1992 APPROPRIATIONS THROUGH 12/31/1991	11,250,000
E. CAPITALIZED INTEREST	8,300,491
F. EXCESS REVENUES FROM ISFA HOTEL TAX	11,700,000 *
TOTAL SOURCES OF FUNDS	85,139,085

USES OF FUNDS FOR OPERATIONS AND DEBT SERVICE

A. DEBT SERVICE (3/15/1989 THROUGH 12/1/1991) (BSC ESTIMATE DATED 2/22/89)	38,079,000
B. (RESERVED)	0
C. COST OF SKYBOXES AND OTHER "BAD COSTS"	21,766,396
D. COST OF OLD COMISKY PARK	6,100,000
E. OPERATING COSTS (10/1/1988 THROUGH 12/31/1991) (TOUCHE ROSS ESTIMATES DATED 10/7/88)	
1. INSURANCE, COUNSEL, AND OTHER FEES; MANAGEMENT AGREEMENT OBLIGATIONS DUE IN FY 92	5,895,000
2. SALARIES AND OFFICE EXPENSES	1,357,000

F. MONIES HELD IN BOND FUND FOR 6/15/92 BOND PAYMENT	3,794,995
TOTAL USES OF FUNDS	76,992,392
SURPLUS/(DEFICIT)	8,146,693

ILLINOIS SPORTS FACILITIES AUTHORITY

CONSOLIDATED DRAWDOWN AND INVESTMENT EARNINGS
 PREPARED: 27-Mar-89

CASE 5 -- MBIA PLUS MBIA DSRF

Date	BEGINNING OF MONTH BALANCE	MONTHLY DRAWDOWN	CONSTRUCTION FUND INTEREST EARNINGS	DSRF INTEREST EARNINGS (0%)	BOND FUND EARNINGS	END OF MONTH BALANCE
THRU 2/28/89	\$150,000,000	\$29,992,636	\$0	\$0	\$0	\$120,007,364
Mar 1	120,007,364	2,239,134	26,138	0	0	117,794,349
Apr 1	117,794,349	3,240,465	762,738	0	0	115,316,622
May 1	115,316,622	8,433,850	711,661	0	0	107,594,433
Jun 1	107,594,433	8,587,770	659,219	0	0	99,665,882
Jul 1	99,665,882	4,458,026	633,926	0	0	95,841,782
Aug 1	95,841,782	8,042,356	584,598	0	0	88,384,023
Sep 1	88,384,023	4,100,292	561,189	0	0	84,844,920
Oct 1	84,844,920	4,094,872	537,661	0	0	81,287,708
Nov 1	81,287,708	6,219,020	499,832	0	0	75,568,521
Dec 1	75,568,521	12,341,446	420,987	0	0	63,648,062
Jan 1, 1990	63,648,062	4,356,420	394,784	0	0	59,686,425
Feb 1	59,686,425	4,247,265	369,132	0	0	55,808,293
Mar 1	55,808,293	4,582,480	341,079	0	0	51,566,891
Apr 1	51,566,891	4,529,888	313,188	0	0	47,350,190
May 1	47,350,190	4,760,476	283,577	0	0	42,873,291
Jun 1	42,873,291	2,866,195	266,381	0	0	40,273,477
Jul 1	40,273,477	2,480,217	251,640	0	0	38,044,900
Aug 1	38,044,900	813,387	247,900	0	0	37,479,412
Sep 1	37,479,412	2,283,327	234,347	0	0	35,430,433
Oct 1	35,430,433	2,736,978	217,684	0	0	32,911,139
Nov 1	32,911,139	2,773,525	200,666	0	0	30,338,281
Dec 1	30,338,281	2,510,427	185,287	0	0	28,013,140
Jan 1, 1991	28,013,140	2,670,424	168,740	0	0	25,511,456
Feb 1	25,511,456	2,670,424	152,083	0	0	22,993,115
Mar 1	22,993,115	7,484,697	103,260	0	0	15,611,678
Apr 1	15,611,678	716,490	99,164	0	0	14,992,352
May 1	14,992,352	590,618	95,892	0	0	14,497,625
Jun 1	14,497,625	590,618	92,597	0	0	13,999,604
Jul 1	13,999,604	978,531	86,699	0	0	13,107,771
Aug 1	13,107,771	3,636,834	63,061	0	0	9,533,998
Sep 1	9,533,998	1,889,182	50,902	0	0	7,695,718
Oct 1	7,695,718	1,955,451	38,221	0	0	5,778,487
Nov 1	5,778,487	1,721,200	27,015	0	0	4,084,302
Dec 1	4,084,302	3,689,262	2,630	0	0	397,671
TOTALS	\$0	\$159,286,206	\$9,683,876	\$0	\$0	\$397,671
Average Monthly Balance =			\$48,512,380			

ILLINOIS SPORTS FACILITIES AUTHORITY
 SUMMARY OF COST CATEGORIES
 PREPARED: 27-Mar-89

Date	TOTAL CONSTRUCTION RELATED	LESS COST OF SKYROCKS AND OTHER "BAD COSTS" (\$21,766,396)	TOTAL LAND ACQUISITION AND RELOCATION	LESS COST OF OLD COMISKY PARK 6,100,000	PROFESSIONAL FEES	CREDIT ENHANCEMENT FEES	CAPITALIZED INTEREST	TOTAL PROGRAM DRAWDOWNS
THRU 2/28/89	\$4,071,364	\$0	\$18,951,772	\$0	\$3,667,000	\$3,302,500	\$0	\$29,992,636
Mar 1	625,232	0	\$1,613,922	0	0	0	0	2,239,154
Apr 1	3,035,900	0	\$204,565	0	0	0	0	3,240,465
May 1	8,347,457	(247,635)	\$334,028	0	0	0	0	8,433,850
Jun 1	4,928,247	(247,635)	\$606,668	0	0	0	3,300,491	8,587,770
Jul 1	4,928,247	(1,076,888)	\$606,668	0	0	0	0	4,458,026
Aug 1	9,145,660	(1,658,505)	\$555,202	0	0	0	0	8,042,356
Sep 1	5,464,833	(1,845,861)	\$481,321	0	0	0	0	4,100,292
Oct 1	4,641,647	(1,016,608)	\$469,834	0	0	0	0	4,094,872
Nov 1	6,946,738	(1,016,608)	\$6,398,890	(6,100,000)	0	0	0	6,219,020
Dec 1	7,769,921	(428,474)	\$0	0	0	0	5,000,000	12,341,446
Jan 1, 1990	4,784,894	(428,474)	0	0	0	0	0	4,356,420
Feb 1	4,784,894	(537,629)	0	0	0	0	0	4,247,265
Mar 1	5,105,110	(537,629)	0	0	15,000	0	0	4,582,480
Apr 1	5,122,292	(592,403)	0	0	0	0	0	4,529,888
May 1	5,368,160	(607,684)	0	0	0	0	0	4,760,476
Jun 1	3,679,156	(812,961)	0	0	0	0	0	2,866,195
Jul 1	3,433,287	(953,070)	0	0	0	0	0	2,480,217
Aug 1	2,245,437	(1,432,049)	0	0	0	0	0	813,387
Sep 1	3,595,437	(1,312,110)	0	0	0	0	0	2,283,327
Oct 1	4,049,088	(1,312,110)	0	0	0	0	0	2,736,978
Nov 1	4,085,635	(1,312,110)	0	0	0	0	0	2,773,525
Dec 1	3,822,537	(1,167,113)	0	0	0	0	0	2,670,424
Jan 1, 1991	3,722,537	(1,067,113)	0	0	15,000	0	0	2,670,424
Feb 1	7,469,697	0	0	0	15,000	0	0	7,484,697
Mar 1	718,490	0	0	0	0	0	0	718,490
Apr 1	590,618	0	0	0	0	0	0	590,618
May 1	590,618	0	0	0	0	0	0	590,618
Jun 1	978,531	0	0	0	0	0	0	978,531
Jul 1	3,636,834	0	0	0	0	0	0	3,636,834
Aug 1	2,071,997	(182,815)	0	0	0	0	0	1,889,182
Sep 1	2,247,359	(291,908)	0	0	0	0	0	1,955,451
Oct 1	1,997,359	(276,160)	0	0	0	0	0	1,721,200
Nov 1	3,781,993	(92,731)	0	0	0	0	0	3,689,262
Dec 1								
TOTALS	\$141,609,743	(\$21,766,396)	\$30,212,868	(\$6,100,000)	\$5,727,000	\$3,302,500	\$8,300,491	\$159,286,206

ILLINOIS SPORTS FACILITIES AUTHORITY
 CONSTRUCTION RELATED SCHEDULE OF DRAWINGS OF BOND PROCEEDS
 PREPARED: 27-Mar-89

Date	MOA HARD COST ESTIMATES (JANUARY 21, 1989)	HARD COST CONTINGENCY 0.00%	OWNERS GENERAL REQUIREMENTS	SCOREBOARD	CONTINGENCY FOR ALLOWANCE ITEMS	CONSTRUCTION RELATED PROFESSIONAL FEES		TOTAL CONSTRUCTION RELATED DRAWINGS
						HOK	MOA	
Mar 1, 1990	\$0	\$0	\$597,270	\$0	\$0	\$2,762,267	\$711,826	\$4,071,364
Apr 1	0	0	625,232	0	0	0	0	625,232
May 1	7,195,117	0	307,232	0	0	2,491,392	237,275	3,035,900
Jun 1	4,487,733	0	312,642	0	0	439,296	400,402	8,347,457
Jul 1	4,487,733	0	312,642	0	0	83,383	44,489	4,928,247
Aug 1	8,991,746	0	26,042	0	0	83,383	44,489	4,928,247
Sep 1	5,310,919	0	26,042	0	0	83,383	44,489	9,145,660
Oct 1	4,487,733	0	26,042	0	0	83,383	44,489	5,464,833
Nov 1	6,792,825	0	26,042	0	0	83,383	44,489	4,641,647
Dec 1	7,616,007	0	26,042	0	0	83,383	44,489	6,946,738
Jan 1, 1990	4,630,981	0	26,042	0	0	83,383	44,489	7,769,921
Feb 1	4,951,196	0	26,042	0	0	83,383	44,489	4,784,894
Mar 1	4,968,378	0	26,042	0	0	83,383	44,489	5,105,110
Apr 1	5,214,246	0	26,042	0	0	83,383	44,489	5,122,292
May 1	3,525,242	0	26,042	0	0	83,383	44,489	3,368,160
Jun 1	3,279,374	0	26,042	0	0	83,383	44,489	3,679,156
Jul 1	2,091,523	0	26,042	0	0	83,383	44,489	3,433,287
Aug 1	2,545,174	0	26,042	0	0	83,383	44,489	2,245,437
Sep 1	2,581,721	0	26,042	0	0	83,383	44,489	3,595,437
Oct 1	2,318,624	0	26,042	0	0	83,383	44,489	4,049,088
Nov 1	2,318,624	0	26,042	0	0	83,383	44,489	3,822,537
Dec 1	2,318,624	0	26,042	0	0	83,383	44,489	3,822,537
Jan 1, 1991	7,065,783	0	276,042	1,250,000	0	83,383	44,489	7,469,697
Feb 1	3,40,618	0	250,000	0	0	83,383	44,489	718,490
Mar 1	3,40,618	0	250,000	0	0	0	0	590,618
Apr 1	726,531	0	250,000	0	0	0	0	590,618
May 1	3,386,834	0	250,000	0	0	0	0	978,531
Jun 1	1,821,997	0	250,000	0	0	0	0	3,636,834
Jul 1	1,997,359	0	250,000	0	0	0	0	2,071,997
Aug 1	1,997,359	0	250,000	0	0	0	0	2,247,359
Sep 1	3,781,993	0	0	0	0	0	0	1,997,359
Oct 1	0	0	0	0	0	0	0	3,781,993
Nov 1	0	0	0	0	0	0	0	0
Dec 1	0	0	0	0	0	0	0	0
TOTALS	\$118,637,733	\$0	\$4,988,500	\$8,000,000	\$0	\$7,610,755	\$2,372,755	\$141,609,743

ILLINOIS SPORTS FACILITIES AUTHORITY
 DRAWDOWNS OF BOND PROCEEDS FOR PROFESSIONAL FEES
 PREPARED: 27-Mar-89

CASE 5 -- NBIA PLUS NBIA OSRF

Date	BOND TRUSTEE	MAYER BROWN	CHAPMAN & CUTLER	EARL NEAL	ARVEY HODES	BEAR STEARNS: SCHIFF HARDIN	FHB-CHICAGO WASH., PITTMAN	TOUCHE ROSS; PITTMAN	TOTAL PROFESSIONAL FEES	INSURANCE	CREDIT ENHANCEMENT FEES
Mar 1, 1990	0	0	0	0	0	0	0	0	0	0	0
Apr 1, 1990	0	0	0	0	0	0	0	0	0	0	0
May 1, 1990	0	0	0	0	0	0	0	0	0	0	0
Jun 1, 1990	0	0	0	0	0	0	0	0	0	0	0
Jul 1, 1990	0	0	0	0	0	0	0	0	0	0	0
Aug 1, 1990	0	0	0	0	0	0	0	0	0	0	0
Sep 1, 1990	0	0	0	0	0	0	0	0	0	0	0
Oct 1, 1990	0	0	0	0	0	0	0	0	0	0	0
Nov 1, 1990	0	0	0	0	0	0	0	0	0	0	0
Dec 1, 1990	0	0	0	0	0	0	0	0	0	0	0
Jan 1, 1991	0	0	0	0	0	0	0	0	0	0	0
Feb 1, 1991	0	0	0	0	0	0	0	0	0	0	0
Mar 1, 1991	0	0	0	0	15,000	0	0	0	15,000	0	0
Apr 1, 1991	0	0	0	0	15,000	0	0	0	15,000	0	0
May 1, 1991	0	0	0	0	0	0	0	0	0	0	0
Jun 1, 1991	0	0	0	0	0	0	0	0	0	0	0
Jul 1, 1991	0	0	0	0	0	0	0	0	0	0	0
Aug 1, 1991	0	0	0	0	0	0	0	0	0	0	0
Sep 1, 1991	0	0	0	0	0	0	0	0	0	0	0
Oct 1, 1991	0	0	0	0	0	0	0	0	0	0	0
Nov 1, 1991	0	0	0	0	0	0	0	0	0	0	0
Dec 1, 1991	0	0	0	0	0	0	0	0	0	0	0
TOTALS	\$70,000	\$300,000	\$285,000	\$400,000	\$160,000	\$1,962,000	\$150,000	\$400,000	\$3,667,000		\$3,302,500

ILLINOIS SPORTS FACILITIES AUTHORITY
 OPERATING EXPENSES AND REVENUES
 CONSTRUCTION PHASE OF PROJECT
 (In \$ thousands)
 PREPARED: 27-Mar-89

date	NON BALANCE	ISFF RECEIPTS	RESOURCES			TOTAL RESOURCES	DEBT SERVICE (RESERVED)	COMMITMENTS							TOTAL COMMIT- MENTS	EOM BALANCE	BOND FUND BALANCE	ISFA CHECKBOOK BALANCE
			CAPITALIZED INTEREST FUND	SURPLUS HOTEL TAX	SKYBOXES			OLD PARK	SALARIES & OFFICE EXPENSE	INSURANCE COUNSEL & OTHER FEES	SKYBOXES	OLD PARK	SALARIES & OFFICE EXPENSE	INSURANCE COUNSEL & OTHER FEES				
MAR 2/28/89	16,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,403	
ar 1	15,403	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,018	
pr 1	15,018	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14,943	
ay 1	14,943	0	0	0	1,900	0	0	0	0	0	0	0	0	0	0	0	16,520	
un 1	16,520	0	0	0	2,000	0	0	0	0	0	0	0	0	0	0	0	18,203	
ul 1	18,203	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,051	
ug 1	17,051	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,568	
ep 1	17,568	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,897	
ct 1	17,897	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19,055	
ov 1	19,055	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14,114	
ec 1	14,114	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,148	
an 1, 1990	15,148	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,895	
ab 1	16,895	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18,532	
ar 1	18,532	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,090	
pr 1	20,090	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19,422	
ay 1	19,422	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,639	
un 1	20,639	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,814	
ul 1	12,814	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,786	
ug 1	11,786	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,529	
ep 1	12,529	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13,392	
ct 1	13,392	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14,255	
ov 1	14,255	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,118	
ec 1	15,118	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,378	
an 1, 1991	10,378	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,386	
ab 1	11,386	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,494	
ar 1	12,494	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14,654	
pr 1	14,654	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13,874	
ay 1	13,874	0	0	0	1,900	0	0	0	0	0	0	0	0	0	0	0	15,699	
un 1	15,699	0	0	0	2,000	0	0	0	0	0	0	0	0	0	0	0	8,581	
ul 1	8,581	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,506	
ug 1	7,506	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,681	
ep 1	9,681	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,673	
ct 1	11,673	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,556	
ov 1	12,556	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13,455	
ec 1	13,455	2,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,053	
OTALS	16,000	47,250	8,300	11,700	83,250	38,079	0	21,766	6,100	1,357	5,895	73,197	10,053	3,795	6,258			

AVERAGE BOND FUND BALANCE = \$4,386,925

** Preliminary ISFA Estimate as of February 23, 1989

ISFA CHECKBOOK BALANCE

THIRD AMENDMENT TO MANAGEMENT AGREEMENT

AGREEMENT made this 26th day of September, but effective as of the 28th day of April, 1989 by and between ILLINOIS SPORTS FACILITIES AUTHORITY, a political subdivision, body politic and municipal corporation (hereinafter referred to as the "Authority"), and CHICAGO WHITE SOX, LTD., an Illinois limited partnership (hereinafter referred to as the "Team");

RECITALS

A. The parties are parties to a Management Agreement dated June 29, 1988, as amended by First Amendment thereto dated March 16, 1989 and by Second Amendment thereto dated March 29, 1989 (said Second Amendment hereinafter referred to as the "Second Amendment" and said Management Agreement as amended hereinafter referred to as the "Agreement"), relating to the construction and operation of a new Stadium for Team ("Stadium").

B. The Second Amendment provided for certain contingencies relating to the development of the plans and specifications for the Stadium and for the allocation of unanticipated construction costs associated with the construction thereof.

C. As of April 28, 1989 Authority was about to enter into a construction contract for the construction of the Stadium, and the terms and conditions thereof required further amendment to the Agreement, all of which have been previously agreed upon in principle by the parties.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions. Except as hereinafter provided in Subsection 9(c), all terms not defined herein shall have the same meaning as in the Agreement.

2. Bid Plans.

(a) The parties have agreed that the scope changes described in Exhibit A annexed hereto (the "Scope Changes") shall be incorporated in the Final Plans by an Addendum to the Bid Plans, such Addendum to be prepared and submitted to Team on or before July 1, 1989. Team shall endeavor to review and consider same as soon as possible, but in any event within 20 days after receipt thereof, and the approval thereof shall be governed by Section 4.04 of the Agreement. The provisions of Paragraph 2(d) of the Second Amendment for development of plans for the Excluded Components shall also govern the development of the plans for the Scope Changes.

(b) The parties acknowledge that the "Bid Amount" of \$119,473,000 is acceptable even though it exceeds the "Bid Target," and hereby agree that the provisions of Paragraph 5(b) of the Second Amendment shall not be operative, and with the execution of this Third Amendment, the provisions of Paragraph 5(a) of the Second Amendment are deemed to have been satisfied. The parties also acknowledge that all bid alternates reflected in Subparagraph 3(a)(i), 3(a)(ii) and 3(a)(iii) of the Second Amendment have been incorporated in the Final Plans, and that the bid alternate reflected in Subparagraph 3(a)(iv) of the Second Amendment has not been incorporated in the Final Plans.

(c) The parties hereby acknowledge that the Bid Plans Letters referred to in Paragraph 2(a) of the Second Amendment are still in full force and effect, and that all matters provided to be completed pursuant thereto have not as yet been completed. That certain memorandum from Terry Savarise to Tim Romani dated May 11, 1989 (a copy of which is attached hereto as Exhibit B) sets forth the remaining matters to be satisfied thereunder.

3. Allowance Items, Scoreboard and Excluded Components.

(a) It is hereby agreed as follows with respect to the Allowance for installation of the playing field, in the amount of \$502,400, and the related Allowance Item:

- (i) The parties have approved and initialled the Detail Plans and related documentation relating to such Allowance Item (all of which are referred to on Page 2 of the Second Amendment);
- (ii) the contract for such Allowance Item shall be a separate contract and shall be awarded by Authority only to a contractor approved by Team. Such contract will thereafter be assigned to Authority's general contractor;
- (iii) it is hereby agreed that if and to the extent costs of said Allowance Item is less than \$502,400, then [unlike all other Allowances except for (A) the Allowance applicable to the Novelty Stores, as provided in Paragraph 2(e) of the Second Amendment, and (B) the Allowance applicable to Changes, as hereinafter provided in Subparagraph 3(b)] the unused portion of such Allowance may not be utilized by Team to pay for other Allowance Items, or to reduce the amount of "Team's Share" (as defined in the Second Amendment), and all savings applicable to the installation of the playing field shall revert to Authority; and
- (iv) the parties hereby acknowledge that the general contract awarded by Authority for the Authority's Work includes an allowance for installation of said Allowance Item in the amount of \$352,400.

Except for the foregoing, all provisions of Paragraph 2(d) of the Second Amendment shall apply to the playing field.

(b) There is hereby established an additional Allowance Item, for Changes (as defined in Section 4.08 of the Agreement), with an assigned Allowance of \$500,000. The said Allowance shall be applied by Authority in payment of any amounts which Team would otherwise be required to pay by reason of the

provisions of Section 4.08(c) (or deposit by reason of the provisions of Section 4.14 as a result of changes) to the extent that such sums do not exceed \$500,000. Any unused portion of said Allowance shall revert to Authority and shall not be available to pay for other Allowance Items, and shall not reduce Team's Share.

(c) As of the date hereof (and subject to the provisions of subparagraph 3(e) hereof), the Allowance Amount presently stands at \$14,281,400, of which \$50,000 is attributable to the Graphics, representing the sole remaining Excluded Allowance Item.

(d) In order to correct a technical error in Paragraph 2(e) of the Second Amendment, all references in said paragraph to "Allowance Amount" or "Allowance Amounts" are hereby changed to "Allowance" or "Allowances," as the case may be.

(e) On or before July 1, 1990, Authority may deliver a notice to Team ("Scoreboard Notice") requesting that Team be responsible for paying the cost of furnishing the Scoreboard System for installation in the Stadium. Authority's failure to deliver the Scoreboard Notice by said date shall constitute an irrevocable waiver by Authority of its rights under this Paragraph. Notwithstanding the foregoing, (i) if the Commencement Date is deferred until March 1, 1992 pursuant to Section 2.02 of the Agreement, the deadline for sending the Scoreboard Notice may be extended to July 1, 1991; and (ii) if pursuant to Section 2.02 of the Agreement Team defers the date on which Team is required to play in the Stadium until the 1993 Season or any subsequent Season, said deadline shall be deferred each time such deferral occurs until the immediately following July 1. In the event Authority delivers a Scoreboard Notice, the Allowance Amount shall be reduced by the sum of \$8,000,000 (representing the Scoreboard Allowance), and the provisions of Paragraph 4 hereof shall thereupon be applicable. Whether or not Authority delivers a Scoreboard Notice, the plans and specifications for the Scoreboard System shall be developed in the same manner as if said plans were Allowance Plans, except that the time limits set forth in Section 4.04(a) of the Agreement shall not be applicable thereto. The contract for the Scoreboard System shall be entered into by Authority and shall be in a form, and with a contractor, approved by Team; said contract shall impose upon the contractor the responsibility for coordination of its work with that of Authority's general contractor. Except as specifically provided in this Paragraph 3(e), for all other purposes of the Agreement the Scoreboard System shall be deemed within the scope of Authority's Work irrespective of whether the Team or Authority is financially responsible for supplying the Scoreboard System. In the event that Authority sends a Scoreboard Notice and Team incurs additional costs in furnishing the Scoreboard System by reason of a delay in the completion of Authority's Work, Authority shall reimburse Team for such additional costs.

(f) The deadline in the Agreement for submitting the Allowance Plans as set forth in Section 4.04(a), is hereby extended from July 1, 1989 to September 1, 1989.

(g) Authority hereby agrees that a new electronic sign for immediate use presently installed outside the Existing Stadium is a part of the Scoreboard System, and Authority agrees to reimburse Team for the cost thereof, in the amount of

\$385,519.44 on or before October 1, 1989. Such reimbursement will be charged against the Scoreboard Allowance. In the event that Team elects to relocate the sign, the cost thereof shall be treated as a Change, and shall be paid for by Authority out of the Allowance therefor (as established pursuant to Subparagraph 3(b) hereof) to the extent that sums are available therein, and by Team, to the extent that sums are not so available.

4. Additional Subsidy. If Authority delivers a Scoreboard Notice there shall be added a new Section 16.05 to the Agreement, reading as follows:

16.05. Scoreboard Subsidy. Authority hereby agrees that commencing on the first day of the calendar quarter next following the Completion Date, and on the first day of each of the next thirty-nine (39) calendar quarters thereafter, Authority shall pay to Team a Scoreboard Subsidy of \$433,930 per calendar quarter. Such subsidy shall be in addition to all other subsidies payable hereunder.

5. Costs of Authority's Work. It is hereby agreed that the "Costs of the Authority's Work" shall not include any payments or prepayments on account of (a) the Scoreboard Subsidy or (b) any costs of constructing Suites incurred pursuant to Paragraph 7 hereof.

6. Team's Credits. (a) There is hereby added to Paragraph 8 of the Second Amendment a new subsection (f) reading as follows:

(f) Team shall be entitled to a Fee Credit equal to the amount of the Team's Share as computed in accordance with this Paragraph 8. Such Fee Credits shall be added to the balance in the Fee Credit Account. Such Fee Credit shall not be deemed an Advance and shall bear no interest.

(b) The last sentence of Section 3.07 of the Agreement is hereby deleted and the following substituted in lieu thereof:

All amounts in reduction of the Fee Credit Account by reason of Fees which are forgiven shall be applied first in reduction of amounts credited thereto by reason of Team's Share, next in reduction of amounts credited thereto by reason of Other Taxes, and thereafter applied to amounts credited thereto by reason of Advances and interest thereon.

7. Construction of Suites. (a) At any time and from time to time after the Completion Date, but subject to the limitations set forth in subparagraph 7(b) hereof, Authority shall cause to be completed all Suites which, by reason of elimination of 32 Suites upon the incorporation of the bidding alternate referred to in Paragraph 2(b) hereof, have been left uncompleted. Work on the completion of such Suites shall be commenced promptly after Team's request therefor, which request shall describe the location of the Suites which Team desires to have completed, and such work shall be diligently pursued until the Suites are completed. The Detail Plans relating to all such Suites shall be furnished by Authority and shall be identical to those presently

contained in the Bid Plans, subject to updating for changes in applicable law. If pursuant to Article XXII of the Agreement Authority certifies that it has insufficient funds available to pay for completion of the Suites, Team shall be entitled to make "Advances" towards the cost of such completion. All Suites constructed by the Authority pursuant to this Paragraph 7 shall for all purposes of the Agreement be deemed Authority's Work.

(b) If Authority has given a Scoreboard Notice, then the Authority shall have no financial obligation to commence construction of Suites prior to the first to occur of the following dates ("Suite Deadline Date"): (i) the fifth (5th) anniversary of the Completion Date or (ii) the date on which the Scoreboard Subsidy has been paid in full pursuant to Paragraph 8 hereof. If Team elects to make Advances towards the cost of such completion, such Advances shall bear no interest until the Suite Deadline Date (but shall in all other respects give rise to Team's rights with respect to Advances as set forth in the Agreement except that such Advances shall not be deemed outstanding for purposes of subsection (d) of Article XXII of the Agreement). In all other respects, the provisions of subparagraph 7(a) shall remain applicable to the completion of the Suites.

8. Acceleration of Authority Obligations.

(a) Authority hereby agrees that it shall be obligated to accelerate certain of its obligations under the Agreement under the following circumstances:

(i) If Authority shall receive, or be credited with, any penalties, liquidated damages or other sums from the general contractor for the Stadium by reason of late completion, all such sums received or credited shall be applied to the liquidated damages, if any, to the Team under Section 2.04 forthwith upon receipt thereof, such payments to Team to be applied against the last installments due under said Section 2.04. If and to the extent that such penalties are not so paid to Team, such penalties shall reduce the "Cost of Authority's Work."

(ii) If following the Determination Date the Cost of Authority's Work shall be less than the Authority's Share, then the amount of such deficiency shall be applied as a prepayment against the amounts (if any) due under the Scoreboard Subsidy. The amounts so paid shall be applied against the last payments due discounted at the rate of 13.25% per annum from the due date thereof to the date of such payment. Any such prepayment shall be allocated as provided herein notwithstanding the allocation provisions of the last sentence of Section 3.07 of the Agreement (as amended by this Agreement).

(b) Authority shall have the option to prepay the Scoreboard Subsidy in whole or in part. In addition, if Authority shall, prior to the sending of a Scoreboard Notice, have expended any sums towards purchase of a Scoreboard System (which expenditures result in a reduction of Team's obligation for payment of the cost of the Scoreboard System in the event of a Scoreboard Notice), including but not limited to the payment under Paragraph 3(g) hereof, such sums at Authority's election, may be treated as if they were made as prepayments of the Scoreboard Subsidy if a Scoreboard Notice is subsequently delivered. Any

prepayment under this Subsection 8(b) shall be applied in the same manner with the same applicable discount as provided in Subsection 8(a)(ii).

9. Acknowledgment by Team. Team hereby agrees that by reason of the execution and delivery of the Chairman's Certificate in the form annexed hereto as Exhibit C (the ordinance attached thereto is omitted from Exhibit C), that Authority has performed all of its obligations under Sections 1.02(b) and 1.02(c) of the Agreement, subject to the following limitations:

(a) If any fact stated as true in the Chairman's Certificate is in fact not true in any respect, the provisions of this Paragraph shall not constitute a waiver by Team of any right arising out of such falsity;

(b) Team does not waive any right to require Authority to complete the demolition and other work described as incomplete in Paragraph 2 of Exhibit C;

(c) In the event that prior to issuance of complete building permits the City of Chicago has stopped the construction of the Stadium for a period of ninety (90) consecutive days or more, Authority shall be deemed to have failed to satisfy its obligations under Section 1.02(c) of the Agreement. Reference is hereby made to that certain Real Estate Sale Contract dated March 15, 1989 ("the Contract"), pursuant to which Authority has agreed to buy and Team has agreed to sell the property commonly known as "Comiskey Park and related land." All terms of art not defined herein shall have the meaning set forth in the Contract. In the event that Team elects to terminate the Agreement by reason of the stoppage of work on the Stadium for a period of ninety (90) consecutive days, pursuant to this Subsection 9(c) hereof and Section 10.2(c) of the Agreement, then in such event, at the election of Authority, by notice to Team delivered within sixty (60) days after such termination by Team, Authority shall sell and Team shall purchase the Property (as defined in the Contract) for a purchase price of Three Million Three Hundred Thousand and no/100 (\$3,300,000.00) Dollars, payable at "Closing" (which shall be designated by Authority in its notice and which shall occur not sooner than ninety (90) days after the date of such notice). At Closing, Authority shall convey the Property by special warranty deed and quitclaim bill of sale, subject only to current taxes not yet due and payable, to Permitted Exceptions, to matters created by, through or under Team, and to the rights of Team under the Lease. Inasmuch as Team is responsible under the Lease for real estate taxes, no such taxes shall be prorated at Closing. Authority shall provide Team at Closing with an owner's title insurance policy in the amount of the purchase price for the Property, subject only to standard printed exceptions contained therein and to the aforesaid title exceptions. All transfer taxes, costs of title insurance, recording of the deed and other closing costs shall be borne by Authority. If Authority fails to exercise its option to sell the Property within the time provided for above, or fails to comply with its obligations to be kept or performed at Closing, Team shall be relieved of any and all further obligations to purchase the Property pursuant to this Subsection.

10. Application of Payments. If at any time the Authority is obligated to Team for payment of both liquidated damages under Section 2.04 of the Agreement and for the payment

of any Subsidy, and Authority acting pursuant to Article XXII certifies that it has insufficient funds to pay such obligation in full, then all amounts paid by Authority to Team shall be applied (notwithstanding any contrary designation by Authority) first to all unpaid liquidated damages until Authority no longer owes any liquidated damages.

11. Certain Additional Amendments.

(a) Paragraph 8(a) of the Second Amendment is hereby amended to delete clause (iii) therefrom.

(b) Paragraph 8(b) of the Second Amendment is hereby amended to delete clause (i) therefrom.

(c) Paragraph 10 of the Second Amendment is deleted in its entirety, and replaced by Paragraph 7 of this Third Amendment.

12. No Other Change. Except as set forth herein, the Agreement shall remain in full force and effect. Specifically, without limiting the generality of the foregoing, the provisions of this Agreement shall in no way affect Authority's obligations under Article II of the Agreement.

13. Waiver of Claims. Authority hereby acknowledges and agrees that Team has acted in good faith with respect to all aspects of the Agreement, including, without limitation, Article IV thereof. Without limiting the generality of the foregoing, Authority acknowledges and agrees that by entering into this Amendment Team has fully and faithfully discharged its duties and obligations in connection with the preparation of the Bid Plans and Final Plans and that Team shall have no obligation whatsoever to agree to any further change in the Bid Plans or Final Plans (except for the development of Allowance Plans and plans for Excluded Components and as otherwise contemplated herein or in the Bid Plans Letters). Accordingly, for good and valuable consideration, including Team's agreeing to this Third Amendment, Authority hereby releases and forever discharges Team from and against any claim by Authority based in whole or in part on the assertion that (i) Team has failed to act in good faith with respect to the development of the Bid Plans or Final Plans, (ii) except as aforesaid, Team has any duty or obligation to agree to any change in the Bid Plans or Final Plans except as hereinabove provided in Paragraph 2(a) or (iii) Team is in any way in breach of any of its duties and obligations under the Agreement as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ILLINOIS SPORTS FACILITIES
AUTHORITY, a political subdivision,
body politic and municipal
corporation

By: 

CHICAGO WHITE SOX, LTD., an Illinois
limited partnership

By: CHISOX CORPORATION, its general
partner

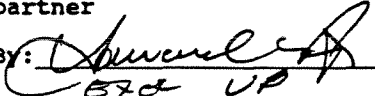
By: 
CWO VP

EXHIBIT A
SCOPE CHANGES

<u>Item No.</u>	<u>Description</u>
L.1	Recycle existing bituminous pavement per IDOT Standards.
L.2	Revise bituminous pavement thickness from 3" to 2".
L.3	Revise bituminous pavement sub-base thickness from 12" to 8".
L.4	Change Specification Section 02514 Portland Cement Concrete Paving, Curbs, Gutters, and Walks, page 3, line 11, from 4000 psi to 2500 psi.
L.5	Revise all curb type B-6.24 to curb type B-V.12.
L.6	Replace concrete planter curbs with stacked/pinned 8"x8" redwood headers.
L.7	Delete Specification Section 02515 Unit Pavers. Replace with concrete paving, broomed finished with C.J. at 10' o.c.
L.8	Eliminate 4" drain requirement at landscape planting areas.
L.9	Fence Details, Drawing 2B.6-11, delete 7 maintenance curb (mow strip). Detail 2 and 4 delete reference to maintenance curb.
L.10	Change Specification Section 02830 Fencing and Gates, page 5, line 30, from Class II to Class I.
L.11	Change Specification Section 02830 Fencing and Gates, page 6, line 8, from mill finish aluminum to galvanized steel fabrication.
L.12	Redesign reinforcement of grade beams to a target of 150# of steel per cubic yard of concrete.
L.13	Ramps No. 1, 2, 3, 4, 5 and 6. Provide a single precast concrete column at inside face of ramp curb in lieu of pairs of columns now shown. Precast curbs are to be grey form finished concrete. At landing ends of ramps provide precast architectural concrete shear walls.
L.14	Lower seating areas Column Lines 18.5, 19.5, 20.5, 21.5, 22.5, 23.5, 24.5, 25.5, 35.5, 36.5, 37.5, 38.5, 39.5, 40.5, 41.5 and 42.5. Delete precast concrete beams and columns from "D" line to field wall. Design precast concrete seating risers to span between cast in-place concrete bents. Depth of redesigned risers not to be more than 12". Remaining precast beam depths at main bent lines to remain as shown on drawings.

Item No.	Description
L.15	Delete precast concrete beam below Upper seating at line "E". Precast architectural concrete panel at back of Upper seating on "F" line to be designed to provide bracing for cast-in-place concrete bents.
L.16	Exterior architectural precast concrete wall at "F" line from Column #48 to #13 change outward slopping surface of parapet up from elevation 34'-2 1/2" to a vertical constant thickness parapet. Precast architectural concrete panel at top of upper seating area on "F" line. Panel is to be continuous thickness as determined by precast supplier. In lieu of 1'-0" diameter bullnose shown, cast two 4" wide x 1" deep reveal into panel. One reveal at top and one at bottom of present bullnose location. Reference 4A.8-10/E and 4A.20E-2/B. Arched window at Stadium Entry Tower. In lieu of bullnose form at splayed arch, provide a 4" wide x 1" deep reveal 2" up from splay. Reference 4A.5-10/C, 4A.8-4/B and 4A.20E-9. Arched recess in precast architectural concrete on exterior at "F" line at approximately elevation 25'-0". In lieu of bullnose form around recess provide a 2-1/2" wide x 1" deep reveal, 2" from edge and at all sides of recess. Reference building elevations 4A.8-2/A & B, 4A.20G-6 and 4A.20E-2/A. Precast architectural concrete medallion form at exterior wall "F" line. See Detail 4A.20E-12. In lieu of profile shown, cast into panels a 2-1/2" wide x 1" deep reveal on a 3'-0" outside diameter circle. Reference building elevations and 4A.20-2/A.
L.17	Provide pea gravel concrete mix with dye in lieu of white portland facing mix.
L.18	Delete precast kiosk pylons. Electrical and signage components to remain.
L.19	Specification Section 03450 Architectural Precast Concrete, page 9, lines 11 through 18, delete paragraph requiring cleaning after erection of precast concrete.
L.20	Change all 12" CMU unreinforced walls to 8" CMU reinforced. All rating of walls as indicated on drawings must be maintained.
L.21	Change tapered built-up box section sunscreen support bents to W36x150 wide flange.
L.22	Change sunscreen TS16x12x5/16 tube purlins to W16x36 wide flange purlins. Connections to W36x150 main frame to be bolted connections. Flanges to be drilled for water drainage, typical 4 locations per purlin.

Item No.	Description
L.23	Change ramp guardrails to a 1 1/2" Ø nominal standard weight five horizontal line pipe rail. Red oxide primer and field painted per Specification Section 09900 Exterior Enamel Finish. Interior mounted continuous painted handrail to remain.
L.24	Delete ornamental grilles as detailed on Small Drawing 4A.60C-13.
L.25	Change spray-on insulation from those specified to "Casco" brand material with thickness required to develop equivalent R-value.
L.26	Change Specification Section 07410 Preformed Metal Panel, page 2, line 34, from fluorocarbon finish to manufacturer standard finish and color.
L.27	Change Specification Section 07530 Flexible Sheet Roofing System, page 3, line 12, from a 15 year Carlisle Golden Seal Total Roofing system warranty to a 10-year Carlisle Sure-seal Membrane System Warranty.
L.28	Delete Alumax aluminum standing seam roof, plywood subroof and where applicable steel liner panels and provide standing seam metal roof panel with manufacturer standard color. Interior surface to be field painted where applicable.
L.29	Change Specification Section 07610 Metal Roofing and Siding, page 2, lines 30-35, from E.G. Smith to alternate manufacturer pending Architect approval. Page 3, line 14, change windscreen panels from custom color to manufacturer standard color.
L.30	Specification Section 07620 Metal Fascia, Coping and Rain Drainage, page 3, lines 27 through 33, change coping material from aluminum to galvanized steel and thickness from .050" to 24 gage. Standard color to match adjacent metal materials.
L.31	Modify ticket windows finish to anodized in lieu of fluorocarbon finish. Window frame mounting to be modified to mount inside of masonry rough opening. Reduce 18" stainless steel shelf to 12".
L.32	Change wood blocking systems to metal stud framing. Fasten wood trim as required with finish screws.
L.33	Change wall primer to sizing and strippable wall cover paste under all vinyl wall coverings.
L.34	Change wall covering coating from "Tedlar" to "Prefix".
L.35	Change acceptable manufacturer of Graffiti coating system and paint system for mechanical piping and ductwork.
L.36	Delete all requirement for sandblasting and special primer per Specification Section 09800 Special Coating and substitute red oxide primer coat over surface preparation Specification #SSPC - SP20R3 hand/power tool cutting.

<u>Item No.</u>	<u>Description</u>
L.37	Revise steel signs to fiberglass where applicable.
L.38	Eliminate parking booths (RE: Detail 4A.80H-6 through 4A.80H-8) and conduit and wire feeds. The concrete curb is to remain as shown on the drawings.
L.39	Replace specified audio distribution amplifiers with ANCHA ADA 1X6 audio distribution amplifiers.
L.40	Change Klark Technik Digital Delays to Rane AD-13 Delays.
L.41	Change Klark Technik Equalizers to Altec 1753A Equalizers
L.42	Change Cluster Speaker switching to solid state line level switching upstream of the power amps rather than speaker level relays downstream of the power amplifiers.
L.43	Downgrade speaker cluster low frequency enclosures to 3/4" marine plywood, glued and power nailed with 1" blocking and 1 1/2 bracing. Cabinet to be a direct radiator similar to EV TL606DW. Eliminate cabinet heaters and associated 120VAC power wiring. Finish to be marine epoxy and polyurethane.
L.44	Replace JBL speaker cluster components with equal Electrovoice components.
L.45	Replace the IED monitoring system cluster switching control with manual switching to defeat cluster groups. Use standard generic monitoring graphics on IED power amp monitoring system rather than custom graphics panels.
L.46	Replace high definition Mogami Neglex cluster feed with standard audio cable.
L.47	Replace Otari cart machines with Ramko Primus units.
L.48	Replace Oxmoor Digital voltage controlled amplifier's in the main stadium volume control panels and program selector panels with ANCHA/Valley people voltage controlled amplifiers.
L.49	Eliminate the mid range device from all clusters changing the system to 2-way. Joiner Rose should review whether it is prudent to do this without evaluating the coverage and/or size of the high frequency horns which must cover more of the mid range. Included is changing the (14) center field HF horns to large format horns.
L.50	Downgrade the production sound reinforcement mixer to a Soundcraft 200B SEQ.
L.51	Eliminate 3 RTS power supplies and 5 speaker stations from the system.

GENERAL CONTRACT NEW COMISKEY PARK

4/28/89

Item No.	Description
L.52	Replace all Scientific Atlanta headend equipment with equivalent equipment by General Instrument.
L.53	Change number of processor channels to 12 (All Scientific Atlanta).
L.54	Use Gepco cable where cost effective in lieu of Belden types specified.
L.55	Eliminate the cabling and outlet plates for the replay system in the Stadium Club and the Post Function Room.
L.56	Replace (3) Fujinon A18X8.5BERM/B lens with (3) A14X9BERM/B.
L.57	Eliminate the triax control system and operate the required functions with conventional or custom controls.
L.58	Modify stadium seating chair standard carrier plate location requirement to main building expansion joints only, and provide double support standard as required by manufacturer. Change Specification Section 12710 Stadium Seating, chair and seat attachment hardware from stainless steel to aluminum with spacer. Change Specification Section 12710 Stadium Seating, logo on end standards from three colors to one color.
L.59	Change total number of stadium seats with arms from 42,600 to 39,100.
L.60	Provide standard holeless HH-II elevator with cab finish selections from manufacturer standard finishes (elevator #2).
L.61	Provide exterior escalator truss enclosure in accordance with Specification Section 09200 Lath and Plaster in lieu of stainless steel enclosure identified in Specification Section 14310.
L.62	Omit cross-connecting pipe between chillers "H" and chillers "K". Piping to be sized to provide the schedule water flow to all air handling units (AHU) and fan coil units (FC) with pressure drops not to exceed 1.5 pounds per 100 feet.
L.63	Combine AHU return fans and electric coils to reduce overall number of zones and omit VAV controls from small AHU (See Attachment "BB").
L.64	Omit integral electric coils and access sections from HU and provide duct-mounted electric coils (less disconnect switches).
L.65	Reduce supply and air duct distribution.
L.66	Provide fan powered boxes with integral electric coils (less disconnect switches) complying with City of Chicago Ordinances.

<u>Item No.</u>	<u>Description</u>
L.67	Omit duct lining in non-critical areas.
L.68	Provide 1" thick duct lining or blanket insulation of outdoor air intake and supply air ducts in lieu of rigidboard external insulation.
L.69	Combine toilet exhaust fans TE-1C-2,3 and 1D-1.
L.70	Substitute Farr 30/30 filters in lieu of pre-filters with secondary bag filters. Provide filter frames for the Farr 30/30 as a pre-filter and a secondary filter.
L.71	Increase kitchen exhaust duct velocity to 2000 FPM, maximum low pressure supply, exhaust, and return air duct velocities to 1500 FPM, and omit kitchen exhaust fire by-pass.
L.72	Provide aluminum casework on "wet" exhaust systems only. 14 gage black iron is required wherever cooking or food preparation is done.
L.73	In toilet room areas, omit transfer ducts through walls and ceiling; approximately 90 door grilles.
L.74	Omit guides on chilled water system.
L.75	Omit venting of floor drains in on grade areas except in toilet rooms, shower rooms and equipment rooms.
L.76	Raise sewer and drain pipe inverts approximately 30".
L.77	Omit trench drains in shower rooms and provide drain in open trench.
L.78	Omit sleeves at interior walls. This does not include rated walls.
L.79	Provide concrete basins in lieu of cast iron for pumps and settling basins.
L.80	Provide booster systems by Liquidtrol Fluid Pump, or Weimann.
L.81	Provide storage tank by Lochinvar, RECO or equal.
L.82	Provide loose key stops and supplies by Brasscraft or equal.
L.83	Provide Zum or equal flush valves in lieu of specified.
L.84	Provide type "M" copper for 2 1/2" and smaller water pipe in lieu of specified.
L.85	Provide galvanized schedule 40 (A-120) steel pipe with screwed galvanized malleable fittings in lieu of specified.

<u>Item No.</u>	<u>Description</u>
L.86	Provide blanket insulation for heat traced waste in chases in lieu of specified.
L.87	Omit insulation on exposed downspout piping.
L.88	Provide one fire pump at 2500 gpm and piping modifications to meet City of Chicago Fire Department requirements.
L.89	Stadium lighting fixtures - open up the specification as to the manufacturers of these units.
L.90	Allow the conduit and cabling installation to comply with Chicago Electrical Code minimum. Conductors to remain copper and change sizing of the IBT 5" ties to equal capacity raceways.
L.91	
L.92	Redesign the parking lot lighting to use of 78 quantity 50'-0" high poles with 400W luminaires. One footcandle minimum light level. A footcandle maximum to minimum ratio of 7 to 1 must be maintained.
L.93	Change manufacturer of 3KW and 1KW cabinet unit heaters.
L.94	Eliminate Parcel A parking lot lighting.
L.95	Credit for revised subcontract pricing, general contractor and fee allowance.
L.96	Eliminate bypass on auto transfer switch.



EXHIBIT B

TO: Tim Romani
FROM: Terry Searise
DATE: May 11, 1989

SUBJECT:

Per our recent discussions, the following items noted in the White Sox letter of 2/28/89 remain open after my review of the various addenda to the 2/27/89 bid documents. I have been told these items will be addressed as soon as reasonably possible.

1. We are still in the process of discussing the issue of the curved outfield wall, and its effect on the scoreboard system, with HOK.
2. The systems extending across the ceilings in the service tunnel will not allow us to use the exercise room as intended. HOK is looking at a plan to enable us to build out two racquetball courts in this space.
3. We are still waiting for some answers to our questions on the audio/HDTV/video system.
4. Sound system in the press/investor dining area should include the following: separate volume controls for press dining, investor dining and kitchen; kitchen office should have speaker with volume control.
5. Video surveillance room needs two extra monitors for reviewing tapes.
6. Systems for plumber's office need to be included in the mechanical drawings. In addition, the paint shop area needs to be provided with HVAC.
7. HOK to provide White Sox with revised parking capacity, per latest drawings.
8. HOK is reviewing whether the entrance at the north end of 35th Street and the viaduct (drawing 2B.3-5) can be widened to accommodate 3 lanes of traffic.

I believe HOK was in the process of answering these items when the need to work with the bidding contractors hit. I have been told they are now working to tie up these loose ends.

Please let me know if you have any questions.

TJS:lar
cc: Peter Bynoe
Howard C. Pizer
Rick deFlon
Vince Ziolkowski

EXHIBIT C
FORM OF CHAIRMAN'S CERTIFICATE

**Certificate of the Chairman of the
Illinois Sports Facilities Authority**

The undersigned, Thomas A. Reynolds, Jr., hereby certifies, pursuant to Section 1.02(c) of the Management Agreement between the Illinois Sports Facilities Authority (the "Authority") and the Chicago White Sox, Ltd. (the "Team"), as follows. All capitalized terms used herein and otherwise undefined shall have the meanings assigned to such terms in the Management Agreement.

1. The Authority has acquired fee simple title to the entire Premises; provided, that the Authority has not yet acquired fee simple title to that portion of the Premises owned by the Team or its affiliates. It is anticipated that such acquisition will take place on June 15, 1989, to which the Team has assented as evidenced by its execution of a Real Estate Sale Contract dated of March 15, 1989 as to such portion of the Premises.

2. The Authority has completed demolition of all structures located on the Premises, other than the Existing Stadium (which is to be demolished following the Completion Date), the Mack Truck Property (which, pursuant to the First Amendment to the Management Agreement, is to be demolished by December 31, 1989), the Chicago Fleet Facility (for which a notice to proceed to demolish has been issued), the Team Garwood Property and the buildings owned by Michaels Cooperage (which are subject to a demolition contract, are not located within the Stadium footprint and will be demolished by October 1, 1989).

3. The Authority expects to obtain a foundation permit shortly from the City of Chicago which will permit it to proceed to construct the Stadium. The balance of the building permits are being processed and the Authority expects their issuance. The Premises have been zoned Stadium Planned Development by action of the Chicago City Council and the Part II Planned Development procedures of the Chicago Department of Planning will be complied with during the processing of the building permits. The City Council has enacted an ordinance providing for vacation of those streets and other rights of way necessary for construction of the Stadium. A copy of that Ordinance is attached to this Certificate.

4. The Authority has entered into a Stipulated Sum Contract with Gust K. Newberg, Dugan/Meyer Joint Venture in an amount of \$119,473,000, secured by a 100% payment and performance bond for construction of the Stadium (except for the Scoreboard System and certain Excluded Components) pursuant to Detail Plans approved by the Team.

5. The Authority has sold and delivered its bonds in an amount of not less than \$120 million.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Chairman's Certificate pursuant to the requirements of Section 1.02(c) of the Management Agreement as of this first day of May, 1989.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: _____
Thomas A. Reynolds, Jr.
Chairman

*Reduce + put
in book
Lmy*

FOURTH AMENDMENT TO MANAGEMENT AGREEMENT

AGREEMENT made as of the 1st day of July, 1990, by and between ILLINOIS SPORTS FACILITIES AUTHORITY, a political subdivision, body politic and municipal corporation (hereinafter referred to as the "Authority"), and CHICAGO WHITE SOX, LTD., an Illinois limited partnership (hereinafter referred to as the "Team");

RECITALS

A. The parties are parties to a Management Agreement dated June 29, 1988, as amended by First, Second and Third Amendment (said agreement as amended hereinafter referred to as the "Agreement"), relating to the construction and operation of a New Stadium for Team ("Stadium").

B. Pursuant to the Third Amendment to the Agreement dated September 22, 1989 ("Third Amendment"), the parties provided for the delivery by the Authority of a "Scoreboard Notice", pursuant to which Authority was entitled to require Team to be responsible for paying the cost of furnishing the "Scoreboard System" in return for the establishment of a "Scoreboard Subsidy," all as described in the Agreement.

C. The parties have agreed that a Scoreboard Notice has been given orally, and wish to confirm the same, and to provide for certain adjustments in the provisions of the Agreement relating to the Scoreboard Subsidy.

NOW, THEREFORE IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. All terms which are not defined herein shall have the same meaning as in the Agreement.

2. The parties hereby agree that Authority is deemed to have delivered to Team a Scoreboard Notice, and that the provisions of paragraph 3(e) of the Third Amendment to the Agreement are applicable.

3. The contract for the installation of the Scoreboard System referred to in paragraph 3(e) of the Third Amendment has been entered into concurrently herewith, and is hereby ratified and approved by the parties. In addition, concurrently herewith, the parties have entered into that certain Scoreboard System Payment Agreement of even date herewith, pursuant to which the Team has memorialized its obligation to pay the cost of the Scoreboard System directly to the supplier of the Scoreboard System.

4. Paragraph 3(e) of the Third Amendment is hereby amended so as to delete the figure "\$8,000,000" where it appears therein and substituting in lieu thereof the figure "\$7,122,520."

5. Paragraph 4 of the Third Amendment added a new Section 16.05 to the Agreement, providing for Scoreboard Subsidy. It is hereby agreed that said provision is hereby amended in its entirety so as to read as follows:

16.05 Scoreboard Subsidy. Authority hereby agrees that commencing on or before the 10th day prior to the end of the calendar quarter in which the Completion

Date occurs (but not in any event prior to June 20, 1991), and on or before the 10th day prior to the end of each of the next 39 calendar quarters thereafter (i.e. on or before the 20th day of each September, December, March and June of each calendar year), Authority shall pay to Team, or to such other party or parties as Team shall designate from time to time, a Scoreboard Subsidy of \$326,250 per quarter. Such subsidy shall be in addition to all other subsidies payable hereunder.

6. Except as set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ILLINOIS SPORTS FACILITIES
AUTHORITY, a political subdivision,
body politic and municipal
corporation


By:


Peter C. B. Bynoe

CHICAGO WHITE SOX, LTD., an
Illinois limited partnership

By: Chisox Corporation, its
general partner

By:


Howard Pizer, Executive
Vice President

FIFTH AMENDMENT TO MANAGEMENT AGREEMENT

AGREEMENT made this 15th day of January, 1991, by and between CHICAGO WHITE SOX, LTD. and ILLINOIS SPORTS FACILITIES AUTHORITY.

W I T N E S S E T H:

A. The parties hereto are parties to that certain Management Agreement dated June 29, 1988, which Agreement has been amended by four amendments (said Agreement as amended hereinafter referred to as "the Agreement");

B. The parties are desirous of amending the Agreement as hereinafter set forth;

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. All terms of art not defined herein shall have the meaning set forth in the Agreement.

2. Wherever the date "March 1, 1991" appears in Section 2.04(a) of the Agreement, the date "April 1, 1991" shall be substituted therefor.

3. The provisions of Section 2.04(b) of the Agreement, providing for extensions of the time for the Completion Date, shall be amended so as to apply to an extension of the "April 1, 1991" date, but with respect to extensions of subsequent deadlines for the Completion Date, such provision shall refer to succeeding March 1 dates.

4. Team hereby waives its rights under Section 2.02 to make a determination on January 15, 1991 that the Completion Date will not occur by March 1, 1991; provided, however, that nothing herein shall constitute a waiver by Team of any other of its rights under Section 2.02.

5. The table which appears in Section 4.06 of the Agreement is hereby deleted and the following substituted in lieu thereof:

<u>"Component</u>	<u>Early Delivery Dates</u>
Stadium Club*	February 22, 1991
Main Concourse Concessions**	January 15, 1991
Upper Level Concessions	February 1, 1991
Loge Concessions	February 10, 1991
Outfield Concessions***	March 15, 1991

*Includes installation of all equipment provided by Illinois Range.

**Columns 13-48

***Columns 49-12"

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CHICAGO WHITE SOX, LTD.

By: CHISOX CORPORATION

By: _____

ILLINOIS SPORTS FACILITIES AUTHORITY

By: _____

SIXTH AMENDMENT TO MANAGEMENT AGREEMENT

AGREEMENT made as of the 1st day of December, 1991, by and between ILLINOIS SPORTS FACILITIES AUTHORITY, a political subdivision, body politic and municipal corporation ("Authority") and CHICAGO WHITE SOX, LTD., an Illinois limited partnership ("Team").

RECITALS:

A. The parties are parties to a Management Agreement dated June 29, 1988, as amended by First through Fifth Amendments (said agreement as amended being hereinafter referred to as the "Agreement"), relating to the construction and operation of a new stadium (the "Stadium") known as "New Comiskey Park";

B. There have arisen various disagreements between the parties relating to the Agreement, as to which the parties have reached agreement on a resolution;

C. The Stadium was substantially completed (to the extent required by the Agreement) in time for its use in connection with the entire 1991 Major League Baseball Season;

D. The Team has experienced substantial and unexpected financial success during the 1991 Season; and

E. It is necessary under the Agreement to set forth formally the date of completion of the Stadium and certain dates which relate to the Agreement.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. All terms of art not defined herein shall have the meaning set forth in the Agreement.

2. The parties hereby agree that the Completion Date of the Stadium is April 12, 1991. As a result thereof and in connection therewith, the parties agree that the 1991 Season shall be the First Season, the 2010 Season shall be the last Season in the Original Term and the last day of the Original Term shall be November 30, 2010.

3. Team hereby agrees that no Completion Default has occurred, and that therefore Team shall not be entitled to recover liquidated damages from Authority pursuant to Section 2.04 of the Agreement, or to recover Old Comiskey Park Costs pursuant to Section 2.03 of the Agreement.

4. Authority hereby acknowledges that it owes Team the sum of \$193,531.47 for amounts advanced by Team for Excluded Components (as defined in Paragraph 2(d) of the Second Amendment to the Agreement), and agrees that such sum may be deducted by Team from Ticket Fees payable by Team with respect to the 1991 Season. The calculation of such amount is set forth in Exhibit A attached hereto.

5. Subsection 3.03(d) of the Agreement is hereby amended so as to provide that the First Tier Ticket Fee Rate for the 1991 Season shall be \$4.25 instead of \$2.50. Notwithstanding the foregoing, the remaining provisions of Subsection 3.03(d) of the Agreement, relating to Ticket Fee Rates for subsequent Seasons, shall be applied as if the sum of \$2.50 were applicable during such 1991 Season, so that the ATP Fraction shall be multiplied by \$2.50 (and not \$4.25) to determine the First Tier Ticket Fee Rate applicable to all subsequent Seasons.

6. The parties hereby acknowledge that Team has been billed for electricity usage during a period prior to the Commencement Date. Team hereby acknowledges that it is responsible for electricity attributable to its use of the Stadium prior to the Commencement Date, and Authority acknowledges that such bill probably includes usage of electricity by its contractors during such period. The parties will endeavor to determine the allocation of the bill (and any similar bills received by the parties for utility usage during the period prior to the Commencement Date) between Team's usage and the contractor's usage so that the proper share thereof allocable to Team will be equitably determined.

7. Authority and Team hereby agree:

- a. that as of the date hereof, each of Team and Authority has performed each and every one of its obligations under the Agreement to pay any sum of money owed as of the date hereof to the other party, or to any contractor or subcontractor for the account of such other party, relating to the completion of Team's Work and the construction or installation of Allowance Items and Excluded Components; and
- b. that the Team's Share (as defined in the Second Amendment to the Management Agreement) is zero.

Authority hereby releases and discharges Team from, and covenants not to sue Team with respect to, any and all actions, causes of action, suits, debts, sums of money, controversies, agreements, damages, judgments, executions, claims and demands whatsoever (collectively, "Losses"), in law, in equity or otherwise, which Authority now has or ever had or hereafter can, shall or may have, against Team arising from any alleged failure by

Team (i) to complete Team's Work or (ii) to make payment for the construction or installation of Allowance Items or Excluded Components, to the extent provided in the Agreement and all amendments thereto.

Team hereby releases and discharges Authority from, and covenants not to sue Authority with respect to, any and all Losses, in law, in equity or otherwise, which Team now has or ever had or hereafter can, shall or may have, against Authority arising from any alleged failure by Authority to make payment for the construction or installation of Allowance Items or Excluded Components, to the extent provided in the Agreement and all amendments thereto; provided, that nothing herein shall be construed as an indemnity by Team with respect to obligations of Authority to parties other than Team with respect to the matters set forth in this paragraph.

8. Except as specifically modified hereby, the parties hereby acknowledge that the Agreement is in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above, on this ___ day of December, 1991.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: 
Peter C.B. Bynoe

CHICAGO WHITE SOX, LTD.

By: CHISOX CORPORATION, its general partner

By: 
Howard C. Pizer

Exhibit A

EXCLUDED COMPONENTS

1. Warehouse Shelves/Rack	\$14,184.80	\$ 14,184.80
2. (3) High Speed Washer/(3) Speed Queen Huelsch Drying Tumbler	20,194.00	20,194.00
3. Kitchen Equipment/Player Lounge	9,239.40	9,239.40
4. (2) CM/500 AE Scotsman Ice Maker/ (2) AF 325/AE Scotsman Ice Maker	7,420.00	7,420.00
5. (39) Levolor Rivera 8 Gauge Blinds	2,140.00	2,140.00
6. (2) Reception Desk Files	438.00	876.00
7. (4) Ticket Office File Cabinets	351.00	1,404.00
8. (2) Microwave JEM 26WH	156.00	312.00
9. (1) Stove JB P 26	430.00	430.00
10. (1) Hood JV 324 J With Top Exhaust	42.00	42.00
11. Photo ID Equipment	7,416.20	7,416.20
12. (2) Icemakers	8,481.29	8,481.29
14. Physical Therapy Equipment (whirlpools)	21,705.00	21,705.00
15. (1) Modular Unloader Acute (X-Ray)	6,200.00	6,200.00
16. X-Ray Room Equipment	87,762.78	87,762.78
17. (6) Portable Dumpsters	954.00	5,724.00

TOTAL		<u><u>\$193,531.47</u></u>

SEVENTH AMENDMENT TO MANAGEMENT AGREEMENT

AGREEMENT made this 24th day of August, 1993, by and between the CHICAGO WHITE SOX, LTD., and ILLINOIS SPORTS FACILITIES AUTHORITY.

W I T N E S S E T H:

A. The parties hereto are parties to that certain Management Agreement dated June 29, 1988, which Agreement has been amended by six amendments thereto (said Agreement as amended is hereinafter referred to as the "Agreement"); and

B. The parties are desirous of further amending the Agreement as hereinafter set forth.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Section 23.06 of the Management Agreement is hereby amended by deleting the remainder of the first sentence thereof appearing after the words "Illinois Sports Facilities Fund," and substituting therefor the following:

" , a reserve fund in an aggregate amount not less than the Reserve Fund Amount (as defined in the following paragraph)."

The remainder of the first paragraph of Section 23.06 shall be unchanged.

3. Section 23.06 of the Management Agreement is hereby further amended by adding the following paragraphs to said Section 23.06, following the first paragraph thereof, as follows:

"The amount required to be on deposit in the reserve fund established by this Section 23.06 (the "Reserve Fund Amount") shall be determined by the Authority on or prior to June 15 of each year in accordance with the remainder of this Section 23.06, and shall be equal to the difference between (i) Authority's projected expenses for the following fiscal year of the Authority of the type referred to in the preceding clauses (b) and (c) ("Projected Authority Reserve Fund Expenses") and (ii) Authority's projected revenues from Team with respect to the Season then in progress or originally scheduled to be in progress ("Projected Authority Reserve Fund Revenues")."

By June 5 of each year, Team shall deliver to the Authority, in writing, (i) its "Season Attendance Projection" (which shall be solely for the purpose of calculating the Reserve Fund Amount), calculated as follows, (ii) a calculation of the "Discount Ticket Ratio", calculated as follows, (iii) a projection of the amount of Media Fees to be payable to Authority with respect to the Season currently in progress or originally scheduled to be in progress (the "Media Fees Projection"), which shall be based on good faith estimates of Net Income (Fees), Sign Income and Broadcast Income based on Team's internal budget for such Season (as such budget may be modified to the date of estimation giving regard to actual income to date and other information available to Team), and (iv) a projection of the Fee Credits arising or anticipated in good faith to arise under Section 3.07 of this Agreement for the Season currently in progress or originally scheduled to be in progress (the "Fee Credits Projection"). The Season Attendance Projection shall be the sum of (i) paid attendance of the Team for its Regular Season Games played through May 31 of the Season currently in progress or originally scheduled to be in progress, as such paid attendance has been or will be reported to the American League, (ii) the number of tickets actually sold prior to such May 31 for Regular Season Games scheduled to be played after May 31 of such Season and (iii) a good faith projection of the number of tickets that will be sold after May 31 for Regular Season Games scheduled to be played after May 31 for the remainder of such Season, based on internally consistent records of Team. Team's Season Attendance Projection shall be itemized to indicate the three components thereof. The Discount Ticket Ratio shall be a quotient, the numerator of which is the Paid Attendance (based on the number of Paid Attendance Tickets sold) for the most recently completed full Season of the Team, and the denominator of which is the number of tickets sold by the Team for Home Games played during such most recently completed full Season. From such data, Authority shall calculate (i) projected Paid Attendance for the Season in progress or originally scheduled to be in progress ("Projected Paid Attendance"), which shall be the product of the Season Attendance Projection and the Discount Ticket Ratio, and (ii) the projected Ticket Fee to be payable to Authority for such Season (the "Projected Ticket Fee"), by applying to the Projected Paid Attendance the calculations set forth in Section 3.03 of the Agreement.

The Projected Authority Reserve Fund Revenues shall be the sum of (i) the Projected Ticket Fee and (ii) the Media Fees Projection, less the Fee Credits Projection. The Projected Authority Reserve Fund Expenses shall be the sum of (i) actual expenses of the type referred to in clauses (b) and (c) in the first paragraph of this Section 23.06 for the first ten months of the fiscal year of Authority about to be completed and (ii) Authority's good faith projection of such expenses for May and June of such fiscal year. Within fifteen (15) business days of receiving Team's Season Attendance Projection, Media Fees Projection and Fee Credits Projection, Authority shall deliver to Team its written computation of the Reserve Fund Amount. Team recognizes that such computation will be used by Authority as a factor in making its determination of the amount of the repayment to be made to the State pursuant to Section 19 of the Act."

IN WITNESS WHEREOF, the parties have executed this Agreement this day and year first written above.

CHICAGO WHITE SOX, LTD.

By: CHISOX CORPORATION

By: 

ILLINOIS SPORTS FACILITIES
AUTHORITY

By: 

EIGHTH AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT TO MANAGEMENT AGREEMENT ("*Amendment*") is made as of this 12th day of March, 1996, by and between ILLINOIS SPORTS FACILITIES AUTHORITY, a political subdivision, body politic and municipal corporation (hereinafter referred to as the "*Authority*") and CHICAGO WHITE SOX, LTD., an Illinois limited partnership (hereinafter referred to as the "*Team*").

R E C I T A L S:

A. The parties are parties to a Management Agreement dated June 29, 1988, which Management Agreement has previously been amended seven (7) times by the parties (said Management Agreement as amended hereinafter referred to as the "*Management Agreement*"), relating to the construction and operation of a stadium for Team ("*Stadium*").

B. Team has entered into a certain Real Estate Sales Contract ("*Additional Property Contract*") between Team and American National Bank and Trust Company of Chicago, not individually, but as Trustee under Trust No. 32617 ("*Seller*"), pursuant to which Team has agreed to purchase from Seller certain property legally described on Schedule A hereto, commonly known as 350 West Pershing Road, Chicago, Illinois (the "*Additional Property*").

C. The Additional Property currently includes a warehouse facility and certain other improvements relating thereto (the "*Existing Improvements*").

D. Team is willing to donate to the Authority, and the Authority is willing to accept from Team, the Additional Property subject to the terms and conditions described below.

E. The parties desire that the Additional Property be included within the definition of "Premises" contained in the Management Agreement and be governed by the terms thereof and of this Amendment.

F. The parties desire to amend the Management Agreement to provide for the foregoing and for certain additional rights and obligations relating to the Additional Property.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. All capitalized terms used but not defined herein shall take on the meanings ascribed to such terms in the Management Agreement.

2. At the closing of the acquisition of Additional Property (the "*Closing*"), Team will direct that title to the Additional Property be conveyed to the Authority and provide such documentation as the Authority may request in connection with such conveyance. The Authority shall not have any obligations or liabilities of any kind or nature in connection with the

Additional Property Contract (including, without limitation, any obligation to pay the purchase price). The foregoing actions on the part of Team shall be deemed to effectuate a contribution by Team to the Authority of the Additional Property. Team has informed the Authority that the Additional Property is subject to a temporary lease between Twentieth Century Fox Film Corporation and the current owner of the Additional Property dated November 1, 1995 (the "*Temporary Lease*"), which may be extended through May 31, 1996 for purposes of a film project. Team agrees to indemnify and hold harmless Authority, its officers, members, employees and agents from and against all loss, cost and expense in connection with such Temporary Lease and related use of the Additional Property. Team further agrees to promptly pay the Authority fifty percent (50%) of all rental attributable to periods after the date hereof in connection with the Temporary Lease.

3. At such time as title to the Additional Property is conveyed to the Authority, the definition of "Premises" contained in the Management Agreement shall be amended to include the Additional Property. Except as otherwise provided herein, all references in the Management Agreement to the term "Premises" shall thereafter be deemed to include the Additional Property.

4. Team will provide Authority with a written plan (collectively, the "*Plan*") describing in detail (i) prior to the beginning of the 1996 Season, interim security measures with respect to the Additional Property (including, without limitation, the Existing Improvements) and (ii) prior to November 1, 1996, the Work (as defined below) and providing a specific schedule for its completion (which shall in no event be later than December 31, 1997). The Plan shall be subject to the review and approval of the Authority. Notwithstanding anything to the contrary in the Management Agreement (including, without limitation, Section 4.10), Team agrees, in lieu of paying any fees in addition to those currently contemplated under the Management Agreement, to perform the following (collectively, the "*Work*") as provided in the Plan:

- (a) such improvements as are necessary or appropriate to permit the safe and sightly use of certain portions of the Additional Property as interim parking facilities for the Stadium;
- (b) demolition and clearing of the Existing Improvements; and
- (c) improving the Additional Property with paving, fencing, landscaping and all other improvements necessary to enable the Additional Property to be used as a surface parking lot in a manner consistent with other surface parking lot facilities at the Stadium.

5. Team agrees to provide interim security and perform or cause to be performed all of the Work in accordance with the Plan and in a good and workmanlike manner, in compliance with all laws, ordinances and regulations relating to the Additional Property or such Work, including but not limited to any and all laws relating to the handling or disposal of hazardous or asbestos-containing materials. Team agrees to promptly pay for the Work or, in the event of a bona fide dispute, Team agrees to indemnify and defend Authority from and

against any mechanic's liens, any other costs and attorney's fees incurred in connection with the Additional Property or related thereto. Team agrees to provide at its expense or cause to be provided insurance reasonably acceptable to the Authority covering the Additional Property until the Work has been completed and require that the Authority be listed as an "additional insured" on such policies and any insurance policies required for any contract performing any of the Work or in connection with the Temporary Lease. Team agrees to cause all required permits and other governmental authorizations to be issued or obtained prior to the commencement of the Work. Without incurring liability and at Team's expense, the Authority agrees to execute such instruments and documents as may be reasonably necessary for Team to commence and complete the Work.

6. Team agrees to indemnify and hold harmless Authority, its officers, members, employees and agents from and against all loss, cost and expense in connection with the existing condition of the Additional Property, the Work and any conditions, activities or acts occurring at or in connection with the Additional Property and the Existing Improvements prior to the completion of the Work.

7. From and after such time as the Work has been completed, the Team shall operate the Additional Property as additional parking facilities in accordance with the terms of the Management Agreement.

8. If the Additional Property has not been conveyed to the Authority on or before April 30, 1996, this Amendment shall be null and void and the parties shall have no obligations or rights hereunder.

9. Except as set forth herein, the Management Agreement shall remain in full force and effect.

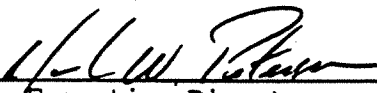
IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first written above.

CHICAGO WHITE SOX, LTD., an
Illinois limited partnership

By: Chisox Corporation, its General
Partner

By: 
Its: EXEC

ILLINOIS SPORTS FACILITIES
AUTHORITY, a political subdivision,
body politic and municipal corporation

By: 
Its: Executive Director

NINTH AMENDMENT TO MANAGEMENT AGREEMENT

AGREEMENT made as of the ____ day of March, 1998 by and between ILLINOIS SPORTS FACILITIES AUTHORITY ("Authority") and CHICAGO WHITE SOX, LTD., an Illinois limited partnership ("Team").

RECITALS:

A. The parties hereto are parties to a Management Agreement dated June 29, 1988 (said agreement as amended by eight previous amendments hereinafter referred to as "the Agreement"); and

B. The parties are desirous of amending the Agreement in the manner hereinafter set forth;

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Definitions. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. Each amendment to the Agreement is referred to by its ordinal number--e.g. "First Amendment" or "Eighth Amendment."

2. Subsidies. It is hereby agreed that (a) the provisions of the Agreement relating to the Maintenance Subsidy after the First Period shall be changed as hereinafter provided and (b) there shall be no Ticket Subsidy. Accordingly, in order to effectuate the foregoing, Article XVI is hereby amended and restated to read as follows:

"ARTICLE XVI AUTHORITY SUBSIDY

Section 16.01. Maintenance Subsidy. Authority agrees to pay to Team for each Season during the Term (whether or not the Completion Date has occurred) a subsidy in order to reimburse Team on account of its obligations for Routine Maintenance and other Team operational costs ("Maintenance Subsidy"). The amount of the Maintenance Subsidy shall be determined as follows:

- (a) During the First Period, the Maintenance Subsidy shall be Two Million Dollars (\$2,000,000) per Season.
- (b) For each Season after the First Period (i.e. commencing with the 2001 Season and each Season thereafter), the Maintenance Subsidy shall be equal to the sum of \$2,000,000 multiplied by a fraction, the numerator of which is the CPI for the month of May during such Season, and the denominator of which is the CPI for the month of May 1991.

The Maintenance Subsidy shall be paid one-half (1/2) on July 15 during each Season and the balance on November 15 during such Season. The Maintenance Subsidy shall be paid in the amounts set forth above irrespective of actual costs incurred by Team for Routine Maintenance and other operational costs."

3. Media Fees. Section 3.04 of the Agreement, providing for Media Fees to Authority, is deleted effective as of the beginning of the 2000 Season. From and after such date, the following conforming amendments, reflecting the deletion of Media Fees from the Agreement, shall be deemed effective:

(a) deletion of the definitions of Sign Income (§3.02(n)), Broadcast Income (§3.02(c)) and Net Income (Fees)(§3.02(j));

(b) deletion of Sections 3.05(b), providing for payment of Media Fees, and 3.05(d), providing for furnishing of audit reports of Team.

4. Eighth Amendment Changes. Paragraph 4 of the Eighth Amendment imposed on Team the obligation to demolish the "Existing Improvements" located on the "Additional Property" (as such terms are therein defined) by December 31, 1997. It is hereby agreed that notwithstanding the provisions of the Eighth Amendment, Team shall not be required to produce the Plan contemplated by such provision, and to complete the Work to be encompassed by such Plan, until such time as Team and Authority shall agree that the Additional Property shall be required to be used for additional parking for the Stadium. Nothing in this paragraph shall affect the ultimate obligation of Team for the Work.

5. Modification of Seventh Amendment. The Seventh Amendment added certain language to the end of the first paragraph of Section 23.06 of the Agreement. Such added language is hereby deleted and replaced with the following language:

"The amount required to be on deposit in the reserve fund established by this Section 23.06 (the "Reserve Fund Amount") shall be determined by the Authority on or prior to June 15 of each year in accordance with the remainder of this Section 23.06, and shall be equal to the difference between (i) Authority's projected expenses for the following fiscal year of the Authority of the type referred to in the preceding clauses (b) and (c) ("Projected Authority Reserve Fund Expenses") and (ii) Authority's projected revenues from Team with respect to the Season then in progress or originally scheduled to be in progress ("Projected Authority Reserve Fund Revenues").

By June 5 of each year, Team shall deliver to the Authority, in writing, (i) its "Season Attendance Projection" (which shall be solely for the purpose of calculating the Reserve Fund Amount), calculated as follows, (ii) a calculation of the "Discount Ticket Ratio", calculated as

hereinafter provided, and (iii) a projection of the Fee Credits arising or anticipated in good faith to arise under Section 3.07 of this Agreement for the Season currently in progress or originally scheduled to be in progress (the "Fee Credits Projections"). The Season Attendance Projection shall be the sum of (i) paid attendance of the Team for its Regular Season Games played through May 31 of the Season currently in progress or originally scheduled to be in progress, as such paid attendance has been or will be reported to the American League, (ii) the number of tickets actually sold prior to such May 31 for Regular Season Games scheduled to be played after May 31 of such Season, and (iii) a good faith projection of the number of tickets that will be sold after May 31 for Regular Season Games scheduled to be played after May 31 for the remainder of such Season, based on internally consistent records of Team. Team's Season Attendance Projection shall be itemized to indicate the three components thereof. The Discount Ticket Ratio shall be a quotient, the numerator of which is the Team's good faith determination of the Paid Attendance for the Season then in progress, and the denominator of which is the Team's good faith determination of the number of tickets which will be sold by the Team for the Season then in progress. From such data, Authority shall calculate (i) projected Paid Attendance for the Season in progress or originally scheduled to be in progress ("Projected Paid Attendance"), which shall be the product of the Season Attendance Projection and the Discount Ticket Ratio, and (ii) the projected Ticket Fee to be payable to Authority for such Season (the "Projected Ticket Fee"), by applying to the Projected Paid Attendance the calculations set forth in Section 3.03 of the Agreement.

The Projected Authority Reserve Fund Revenues shall be an amount equal to the Projected Ticket Fee less the Fee Credits Projection. The Projected Authority Reserve Fund Expenses shall be the sum of (i) actual expenses of the type referred to in clauses (b) and (c) in the first paragraph of this Section 23.06 for the first ten months of the fiscal year of Authority about to be completed and (ii) Authority's good faith projection of such expenses for May and June of such fiscal year. Within fifteen (15) business days of receiving Team's Season Attendance Projection and Fee Credits Projection, Authority shall deliver to Team its written computation of the Reserve Fund Amount. Team recognizes that such computation will be used by Authority as a factor in making its determination of the amount of the repayment to be made to the State pursuant to Section 19 of the Act."

6. Capital Repair Planning. Team hereby agrees to cooperate with Authority in the preparation of a 5-year plan which will set forth to the best estimate of the parties the anticipated Capital Repairs to be paid for by Authority during each Season contained in such 5-year period. Such plan shall be updated at one year intervals thereafter during the Term. The contents of such

plan shall be for planning purposes only, and shall not affect in any way Authority's obligations for Capital Repairs as set forth in the Agreement.

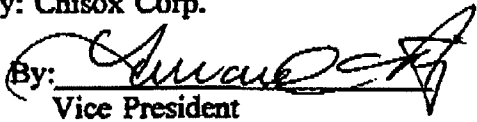
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: _____
Executive Director

CHICAGO WHITE SOX, LTD.

By: Chisox Corp.

By: 
Vice President

TENTH AMENDMENT TO MANAGEMENT AGREEMENT

AMENDMENT made as of the 1st day of March, 2000 by and between ILLINOIS SPORTS FACILITIES AUTHORITY ("Authority") and CHICAGO WHITE SOX, LTD., an Illinois limited partnership ("Team").

RECITALS:

- A. The parties hereto are parties to a Management Agreement dated June 29, 1988 (said agreement as amended by nine (9) previous amendments hereinafter referred to as "the Agreement");
- B. Authority desires to develop a Conference Center (as defined below) on the Premises to increase the frequency of use of the Stadium and the Premises;
- C. Authority desires Team to manage the operations of the Conference Center, and Team is willing to manage such operations on the terms set forth below;
- D. Authority desires that Team conduct certain public tours of the Stadium;
- E. The parties desire to conduct concerts at the Stadium; and
- F. The parties desire to amend the Agreement in the manner hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

I. Conference Center.

A new article, designated as Article XXXI, is hereby added to the Agreement as follows:

"ARTICLE XXXI CONFERENCE CENTER

Section 31.01. Definitions. The following terms shall have the following meanings:

"Event" shall mean a conference, meeting or similar activity to be held in the Conference Center.

"Incremental Costs" shall mean the following which may be incurred by Team in connection with the use of the Conference Center by Authority under Section 31.03(b) hereof:

- (i) (A) any direct and indirect payroll expenses of Team for employees of Team used during an Event outside of Normal Business Hours (except

for the individual performing the services required under Section 31.04(a)(i); (B) the actual costs paid by Team to independent contractors who are not Tradespersons (including any amounts paid to At Your Service or other entity affiliated with Team formed to provide services) used during an Event, and (C) the actual costs paid by Team for Tradespersons providing services not required to be provided by Team under Section 31.04 hereof;

(ii) renting, purchasing and operating any standard or specialized equipment for use during an Event;

(iii) catering during an Event; and

(iv) other goods and services not required to be provided by Team or its affiliates under Section 31.04.

“**Normal Business Hours**” shall mean from 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays and other dates during the Team’s annual Christmas/New Year’s holiday shutdown.

“**Rate Card**” shall mean the annual “Rate Card” setting forth all fees and charges to unrelated, unaffiliated third parties desiring to rent the Conference Center, as the same shall be updated from time to time.

“**Tradespersons**” shall mean plumbers, carpenters, painters, building engineers and other similar tradespersons who regularly provide services to the Team or its affiliates at the Stadium.

“**Tradespersons’ Hours**” shall mean from 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays and other dates during the Team’s annual Christmas/New Year’s holiday shutdown.

Section 31.02. Development of Conference Center.

(a) Authority shall cause to be constructed on the Premises, and provide all necessary equipment for, a multi-purpose conference/meeting center (“**Conference Center**”), substantially in accordance with the plans attached hereto as Exhibit A (the “**Conference Center Plans**”). The shaded portions of the Conference Center Plans shall not be considered as part of the Conference Center.

(b) In addition to the work described in the Conference Center Plans, Authority shall, construct on the Premises two indoor, secure storage areas as follows: (i) an area of approximately 3,000 sq. ft. to be located adjacent to Gate 7 of the Stadium and (ii) an area of approximately 1,000 sq. ft. adjacent to the center field overhead door of the Stadium.

(c) For purposes of Section 31.05(b)(iii) and Articles VI, VII and XVII hereof, the Conference Center and the areas described in Section 31.02(b) above shall be deemed “components” of the Stadium.

Section 31.03. Use of the Conference Center.

(a) Team’s Use. Subject to Authority’s use rights as described in Section 31.03(b) hereof, during the Term, Team shall have the exclusive right to use, and receive revenue from the use of the Conference Center.

(b) Authority’s Use. In each calendar year during the Term, Authority shall have the right to use or permit third parties to use the Conference Center on fifty (50) dates, for the purpose of civic and educational Events (“**Authority Exclusive Use Dates**”) at no cost to Authority or such third parties other than Incremental Costs. In addition, Authority shall have the right to use the Conference Center or refer a third party to Team for use of, the Conference Center on dates other than Authority Exclusive Use Dates at the prices set forth on the Rate Card.

(c) Scheduling. In each year of the Term, the schedule of use and Events at the Conference Center shall be developed as follows:

(i) First, as soon as practicable following Team’s receipt from Major League Baseball of its final schedule of Home Dates for the upcoming Regular Season, Team shall deliver to Authority its schedule of game dates, including: (x) Home Dates, (y) the dates of any exhibition game at the Stadium involving Team and (z) the four (4) day period immediately preceding the first Home Date of each Regular Season (x, y and z, collectively, “**Team Game Dates**”);

(ii) Second, between October 15 and November 15 of each year of the Term, Team and Authority shall meet to schedule the fifty (50) Authority Exclusive Use Dates and approximately forty (40) Team employee training dates (“**Training Dates**”) for such upcoming calendar year from the dates available after the Team Game Dates; provided, that in the event that Major League Baseball has not delivered a final schedule to Team, Team shall provide a tentative schedule of Team Game Dates to Authority no later than November 15, unless such date is extended by Authority to accommodate Team; and, provided, further, that Training Dates shall be scheduled primarily on weekday evenings and weekends during February, March and April;

(iii) Third, Team shall select from the remaining unscheduled dates, approximately ten (10) dates for “refresher” training courses, as available; and

(iv) Finally, Team shall have the right to use the Conference Center on all other dates during the Term; provided, that, based on availability, Team shall

reasonably permit Authority to use, or refer a third-party to Team for use of, the Conference Center at the prices set forth on the Rate Card.

Notwithstanding anything herein to the contrary, until Team, after consultation with Authority, determines that there is no reasonable likelihood that it will participate in post-season play in any season, no events shall be scheduled during the potential period of post-season play for such season; provided, however, that events may be scheduled during such period if they are cancellable by Team without penalty or cost if post-season play should occur.

Section 31.04. Management.

(a) Team shall, at its cost and expense (except as provided herein) manage, operate and provide adequate staffing for the Conference Center as set forth below:

(i) Designate one (1) salaried employee as the Conference Center administrator, who, in addition to answering incoming phone calls regarding rental, use and operation of the Conference Center, shall coordinate (A) rental and use of the Conference Center, (B) showings of the Conference Center to potential renters, (C) the signing of the rental contracts and (D) all other administrative aspects of Conference Center Events;

(ii) Maintain a calendar of Events, to be updated weekly, which shall be available to Authority at its request;

(iii) Develop a rental contract for third-party use of the Conference Center and the Rate Card; provided, that the fees set forth on the Rate Card shall be consistent with fees for the rental and use of similar facilities, and such fees and the rental contract shall be subject to Authority approval, not to be unreasonably withheld;

(iv) Reasonably inspect the Conference Center premises as follows: (A) prior to each Event to insure that it is ready for use and (B) following each Event, to identify any damage;

(v) Conduct the day-to-day operations of the Conference Center, including, but not limited to, providing utilities, basic telephone service, normal cleaning, Internet access and Routine Maintenance; provided, however, that, Routine Maintenance of the Conference Center shall exclude Authority Conference Center Repairs. "Authority Conference Center Repairs" shall mean: repairs or maintenance on equipment at the Conference Center that is of a type which normally requires: (A) a maintenance contract with a third party or (B) specialized skills, training or technical expertise;

(vi) Provide skilled Tradespersons during Tradespersons' Hours to make simple, minor repairs to equipment as part of Routine Maintenance of the Conference Center;

(vii) Notify Authority of equipment requiring Authority Conference Center Repairs;

(viii) Contact third-party tradespersons, warranty repair providers or other outside service providers selected by Authority to perform Authority Conference Center Repairs; provided, that Authority shall pay for all such Authority Conference Center Repairs; and

(ix) Provide, or contract with a third party to provide, catering services for all Events at the Conference Center; provided, that the initial contractor for all catering services at the Conference Center shall be Levy Restaurants or an affiliate thereof, and Team may replace such contractor in its sole discretion if Levy Restaurants no longer provides catering services at the Stadium.

(b) Notwithstanding anything to the contrary herein, Team shall not be required provide equipment operators for Events.

(c) Authority and Team shall cooperate to market the Conference Center, including, without limitation, developing video and brochure promotional materials.

Section 31.05. Costs and Fees.

(a) Team's Costs. Team shall bear all costs and expenses related to its duties described in Section 31.04(a).

(b) Authority Costs. Authority shall:

(i) Development. Bear all costs and expenses incurred in connection with its obligations under Section 31.02 hereof;

(ii) Use. Reimburse Team for any Incremental Costs incurred with respect to a Authority Exclusive Use Dates. Such reimbursement shall be made within forty-five (45) days after presentation by Team to Authority of an invoice and reasonable supporting documentation setting forth the nature and amount of all such Incremental Costs;

(iii) Repairs. Perform and be responsible for payment of any Capital Repairs relating to the Conference Center and repairs or maintenance not required to be provided by Team or its personnel under Sections 31.04(a)(v) and (vi); and

(iv) Upgrades. From time to time, as needed, upgrade, modernize and otherwise improve the Conference Center so that during the Term of this Agreement, the Conference Center shall maintain a first-class level of amenities and technological facilities as determined by Authority in its reasonable discretion.

(c) Team Rent. Beginning in 2001, in each year of the Term, Team shall make a rental payment of \$100,000 to Authority on or before sixty (60) days after the final Home Date of each Season; provided, however, that such amount shall be adjusted thereafter in each year of the Term to an amount equal to: (i) \$100,000 multiplied by (ii) a fraction, the numerator of which is the CPI for the month of May during such Season and the denominator of which is the CPI for the month of May 2001, provided that in no event shall the rental payment be reduced below \$100,000 in any year of the Term.

(d) Marketing Costs. All initial marketing costs (i.e. costs associated with the development of initial video and brochure promotional materials during the first year) incurred pursuant to Section 31.04(c) hereof shall be divided equally by Team and Authority. No promotional materials shall be distributed without prior approval of both parties.

(e) Damage Costs. (i) Team shall be responsible for advancing all costs incurred to repair damages to the Conference Center attributable to use by the Team and third parties which rented the Conference Center at Rate Card and (ii) Authority shall be responsible for advancing all costs incurred to repair damages to the Conference Center attributable to use by Authority under Section 31.03(b) and use by third parties which, at the request of Authority, are permitted to use the Conference Center at prices lower than Rate Card. Each of Team and Authority shall cooperate in pursuing recovery of such costs from third parties.

II. Stadium Tours.

A new article, designated as Article XXXII, is hereby added to the Agreement as follows:

“ARTICLE XXXII STADIUM TOURS

Section 32.01. Tours. In each year of the Term, Team at its sole expense shall staff and conduct tours of the Stadium for members of the general public (“Tours”), at such times as Team shall determine, on the following dates: (a) Monday through Friday (excluding holidays) on non-Home Dates during the period beginning May 1 and ending October 31 and (b) on dates in April and November when the Team gift shop at the Stadium is open for business; provided, that Team shall not be required to conduct Tours during the months of December, January and February.

Section 32.02. Tour Fees. Team may charge a fee for Tours consistent with that of similar facilities as determined by Team, subject to approval of Authority not to be unreasonably withheld. All such fees received by Team, less costs incurred, shall be donated to the Chicago White Sox Charities, or to another charity or charities designated by Team, subject to Authority approval of any such other charity, not to be unreasonably withheld.”

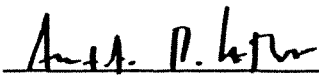
III. Concerts.

A new Section 5.04(j) is hereby added to Article V of the Agreement as follows:

“(j) Concerts. Upon the receipt by Team of its schedule of Home Dates from Major League Baseball for each Regular Season, in each year of the Term commencing with the 2001 Season, Authority and Team shall cooperate in good faith to (i) select a weekend or weekends for concert(s) at the Stadium, in accordance with Section 5.04(a) hereof and (ii) agree on a revenue sharing and concert development plan for such concert(s).”

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: 
Alexander R. Lerner, Chairman

CHICAGO WHITE SOX, LTD.

By: **CHISOX CORP.**

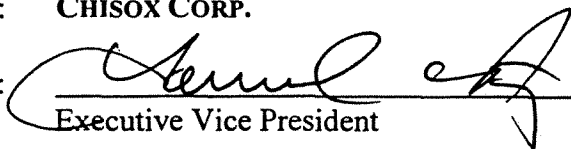
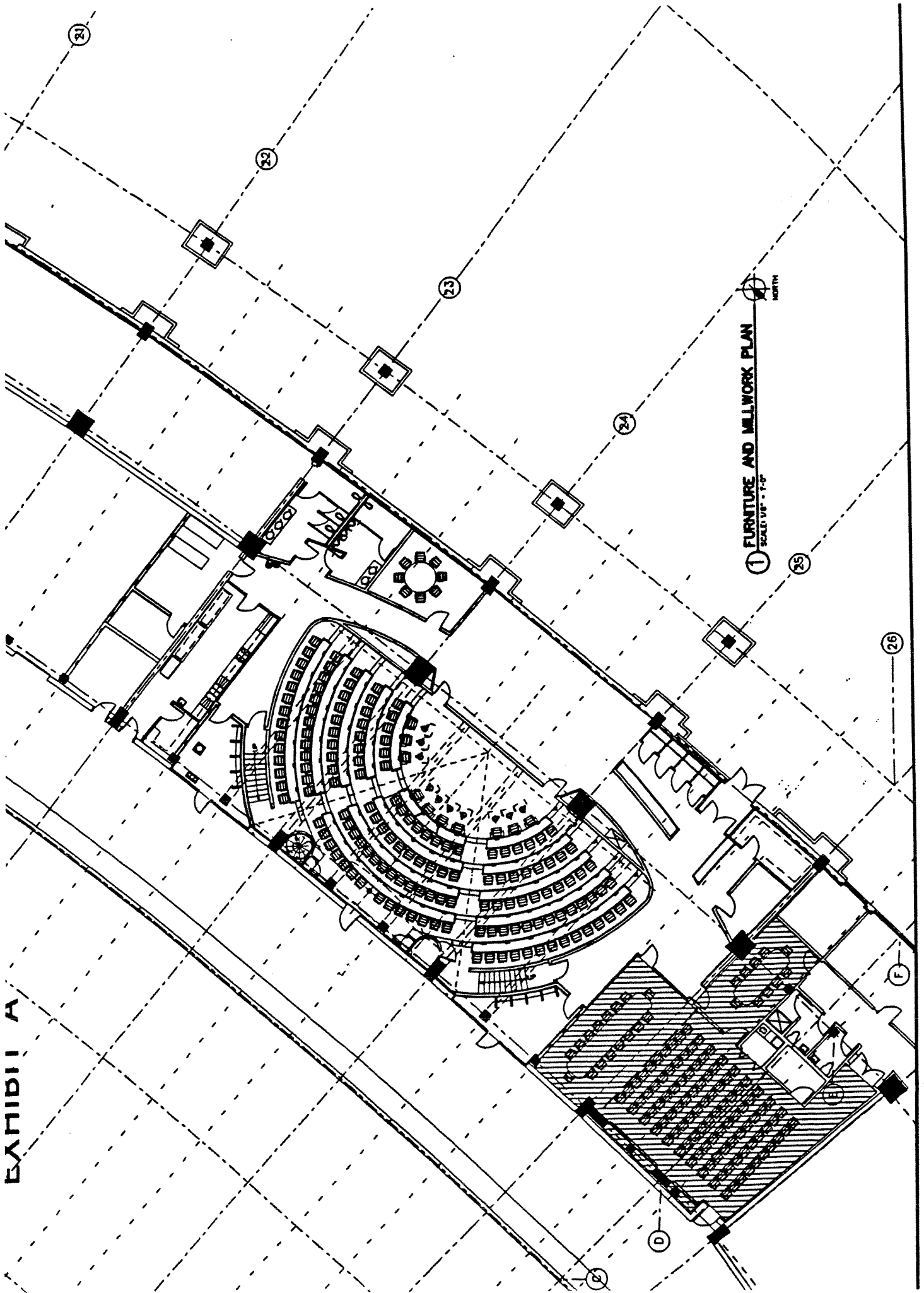
By: 
Executive Vice President

EXHIBIT A



① FURNITURE AND MILLWORK PLAN
SCALE: 1/8" = 1'-0"



ELEVENTH AMENDMENT TO MANAGEMENT AGREEMENT

AMENDMENT made as of the 25th day of August, 2000 by and between the ILLINOIS SPORTS FACILITIES AUTHORITY ("Authority") and the CHICAGO WHITE SOX, LTD., an Illinois limited partnership ("Team").

RECITALS:

- A. The parties hereto are parties to a Management Agreement dated June 29, 1988 (said agreement as amended by ten (10) previous amendments hereinafter referred to as "the Agreement");
- B. The Authority and the Team have reached agreement on certain changes and modifications to the Stadium that enhance its use by the Team and its fans, including changes to the outfield and foul line seating areas, relocation of the bullpens, relocation of the TV truck dock, expansion of the Team offices, and paving, lighting and fencing of parking lot "L", all as more completely described on Exhibit A and referred to herein as the "2001 Season Renovations;"
- C. As Owner of the Stadium, the Authority has responsibility to carry out and manage the 2001 Season Renovations;
- D. Team agrees to pay additional rent and other consideration for the Stadium and the Premises as improved by the 2001 Season Renovations; and
- E. The parties desire to amend the Agreement in the manner hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Article XVI, as amended, is hereby amended and restated to read as follows:

"ARTICLE XVI AUTHORITY SUBSIDY

Section 16.01. Maintenance Subsidy. Authority agrees to pay to Team for each Season during the Term (whether or not the Completion Date has occurred) a subsidy in order to reimburse Team on account of its obligations for Routine Maintenance and other Team operational costs ("Maintenance Subsidy"). The amount of the Maintenance Subsidy shall be determined as follows:

(a) During the First Period, the Maintenance Subsidy shall be Two Million Dollars (\$2,000,000) per Season, except the Maintenance Subsidy during the 2000 Season shall be One Million Dollars (\$1,000,000).

(b) For each Season after the First Period (i.e. commencing with the 2001 Season and each Season thereafter), the Maintenance Subsidy shall be equal to the sum of \$2,000,000 multiplied by a fraction, the numerator of

which is the CPI for the month of May during such Season, and the denominator of which is the CPI for the month of May 1991.

The Maintenance Subsidy shall be paid one-half on July 15 during each Season and the balance on November 15 during such Season. The Maintenance Subsidy shall be paid in the amounts set forth above irrespective of actual costs incurred by Team for Routine Maintenance and other operational costs.”

2. Article III of the Agreement is hereby amended in its entirety so as to read as set forth in Exhibit B annexed hereto.

3. A new article, designated as Article XXXIII, is hereby added to the Agreement as follows:

“ARTICLE XXXIII
2001 SEASON RENOVATIONS”

Section 33.01. Renovation of the Stadium.

(a) Authority shall cause to be constructed in the Stadium and on the Premises the 2001 Season Renovations specifically listed on Exhibit A attached hereto, provided that the aggregate cost of the 2001 Season Renovations, including the hard and soft costs, owner’s costs, architect’s fees and other professional fees shall not exceed \$8 million (the “Renovation Cap”).

(b) At the request of the Team, Authority shall make additional renovations to the Stadium that are not 2001 Season Renovations or existing obligations of the Authority under the Agreement (the “Additional Renovations”), provided that the aggregate cost of such Additional Renovations, including the hard and soft costs, owner’s costs, architect’s fees and other professional fees, when combined with the aggregate cost of the 2001 Season Renovations, including the hard and soft costs, owner’s costs, architect’s fees and other professional fees, shall not exceed the Renovation Cap.

(c) Construction of the 2001 Season Renovations shall begin after the 2000 Season and shall be completed before the first Home Date of the 2001 Season, except the following renovations may be completed after the beginning of the 2001 Season to the extent they do not interfere with the conduct of major league baseball games at the Stadium: relocation of the TV truck dock, expansion of the Team offices, and paving, lighting and fencing of parking lot “L”.

(d) Design Process. The Authority shall retain one or more architects approved by the Team to design the 2001 Season Renovations and any Additional Renovations agreed to by the parties. The Team may participate in the design of the 2001 Season Renovations and any Additional Renovations and shall approve any drawings and specifications therefor before the Authority requests bids for the work.

(e) Construction Process. The Authority shall cause the construction of the 2001 Season Renovations and any Additional Renovations. The Team shall designate one or more individuals to represent the Team during the design and construction process. After approval of the drawings and specifications by the Team, the Authority may not authorize any change order without the written approval of the Team. The Authority shall pay all costs and expenses with respect to the construction of the 2001 Season Renovations and any Additional Renovations, including the fees and expenses of the architects, construction managers and other owner's costs payable after August 25, 2000, but the Authority shall not incur obligations under this Section in excess of the Renovation Cap.

(f) For purposes of Articles VI, VII and XVII hereof, the 2001 Season Renovations and Additional Renovations shall be deemed "components" of the Stadium.

Section 33.02. Mutual Cooperation.

Each year before the beginning of a season the Team and the Authority shall meet to reach mutual agreement on a public service program for that season. The Team shall provide a current or former player, manager or other personnel to participate in the program. The Authority may request the Team to distribute tickets to charitable organizations recommended by the Authority. Subject to the reasonable approval of the Team, Team shall make such distributions and shall select the dates, ticket locations and number of tickets for each game. It is anticipated that such distribution will total approximately 2,500 tickets annually."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: Alexander R. Lerner
Alexander R. Lerner, Chairman

CHICAGO WHITE SOX, LTD.

By: ~~Chisox Corp.~~
By: Warren A. [Signature]
Executive Vice President

EXHIBIT A

2001 SEASON RENOVATIONS

- relocation of bull pens
- alterations to foul line and outfield seating areas
- relocation of TV truck dock
- Expansion of Team offices into former truck dock
- paving, lighting and fence improvements of parking lot "L"

EXHIBIT B
REVISED TEXT OF ARTICLE III OF THE AGREEMENT

ARTICLE III

FEES TO AUTHORITY

Section 3.01 Fees. As consideration for the rights granted to Team hereunder, in respect of each Season during the Term (whether or not the Completion Date has occurred) Team shall pay to the Authority the Fees set forth in Section 3.03 hereof. All Fees shall be payable in legal tender of the United States at a place designated from time to time by Authority. The parties recognize that pursuant to Articles I and II hereof, in one or more Seasons during the Term Team may be playing its games at the Existing Stadium and it is the intention of the parties that with respect to such Seasons all references in this Article III to "the Stadium" shall, unless the context clearly otherwise requires, mean the Existing Stadium.

Section 3.02 Definitions. The following terms shall have the following meanings:

- (a) Average Ticket Price -- for each Season, an amount computed at the beginning of such Season, which shall be equal in amount to (x) the gross revenue which would be derived if 100% of all tickets for seats (excluding Suite seats) in the Stadium were to be sold for full face price for a single game, divided by (y) the number of seats (excluding Suite seats) in the Stadium.
- (b) Break Point -- for each Season during the Term, a Paid Attendance level below which no Fees will be payable. For all Seasons prior to the 2001 Season, the Break Point shall be 1,200,000; for any Season thereafter, the Break Point shall be 1,500,000.
- (c) First Season -- the 1991 Season.
- (d) First Period -- all Seasons during the Term commencing with the First Season and ending with the 2000 Season.
- (e) Second Period -- all Seasons during the Original Term from and after the First Period.
- (f) Third Period -- all Seasons during any Extension Terms.
- (g) Paid Attendance Tickets -- any of the following:
 - (i) each ticket for a Regular Season Game sold by Team for full face price thereof; and

- (ii) each ticket for Regular Season Game sold by Team for less than face price, expressed as a fraction equal to the actual sale price divided by the face price. For example, if a ticket with a face price of \$10.00 is sold for \$7.00, such ticket would be included as 0.7 tickets.

Paid Attendance Tickets shall include tickets furnished or sold to lessees or users of Suites, but shall exclude any tickets which are not reported as paid attendance to the Major League Baseball, including complimentary tickets of any kind and barter tickets. The aggregate number of Paid Attendance Tickets for any Season is hereinafter referred to as the "Paid Attendance."

- (h) Regular Season Games -- all home games played as part of the American League regular season, excluding any exhibition games and post-season play.
- (i) Season -- a period of time commencing with the first day of March in any calendar year and ending with the last home game (including post-season play) played by Team during such calendar year in the Stadium. Seasons are sometimes herein referred to by the calendar year in which they occur (e.g. "1992 Season").
- (j) Suites -- private viewing boxes with adjacent lounge areas to be constructed as part of the Stadium.
- (k) Ticket Fee Rates -- certain amounts per Paid Attendance Ticket in excess of the Break Point for any Season payable as Fees for such Season, computed in accordance with Section 3.03. Ticket Fee Rates consist of the First Tier Ticket Fee Rate, applicable to the first 800,000 Paid Attendance Tickets in excess of 1,200,000 during the First Period, and on the first 500,000 Paid Attendance Tickets in excess of 1,500,000 in the Second and Third Periods, and the Second Tier Ticket Fee Rate, applicable to any additional Paid Attendance Tickets in excess of 2,000,000.

Section 3.03. Ticket Fees to Authority.

- (a) For each Season during the First Period in which Paid Attendance exceeds 1,200,000 Team shall pay Ticket Fees equal to the aggregate of:
 - (i) the First Tier Ticket Fee Rate multiplied by the lesser of (A) 800,000 and (B) the Paid Attendance for such Season in excess of 1,200,000; and
 - (ii) the Second Tier Ticket Fee Rate multiplied by Paid Attendance for such Season in excess of 2,000,000.

- (b) For each Season during the Second Period and the Third Period (if any) in which Paid Attendance exceeds 1,500,000, Team shall pay Ticket Fees equal to the aggregate of:
 - (i) the First Tier Ticket Fee Rate multiplied by the lesser of (A) 500,000 and (B) the Paid Attendance for such Season in excess of 1,500,000; and
 - (ii) the Second Tier Ticket Fee Rate multiplied by Paid Attendance for such Season in excess of 2,000,000.
- (c) The First Tier Ticket Fee Rate for the 1991 Season shall be \$4.25 and the Second Tier Ticket Fee Rate for such Season shall be \$1.50. For each Season thereafter occurring during the First Period, if there is as of the beginning of such Season an increase in the Average Ticket Price over that for the 1991 Season, (a) the First Tier Ticket Rate for such Season shall be the sum of \$2.50 multiplied by a fraction (the "ATP Fraction"), the numerator of which is the Average Ticket Price for such Season and the denominator of which is the Average Ticket Price for the 1991 Season, and (b) the Second Tier Ticket Rate shall be the sum of \$1.50 multiplied by the ATP Fraction.
- (d) For each Season of the Second Period, the First Tier Ticket Fee Rate shall be \$4.00, and the Second Tier Ticket Fee Rate shall be an amount equal to \$1.50 multiplied by the ATP Fraction.
- (e) For each Season during the Third Period (if any) the First Tier Ticket Fee Rate shall be an amount equal to \$4.00 multiplied by the ATP Fraction, and the Second Tier Ticket Fee Rate shall be an amount equal to \$1.50 multiplied by the ATP Fraction.

Section 3.04. Additional Fees. In addition to Ticket Fees, Team shall pay Additional Fees for each of the 2001 through the 2007 Seasons, in the sum of \$1,240,000 per Season.

Section 3.05. Payments. Fees shall be paid as follows:

- (a) Ticket Fees, to the extent payable, shall be payable on or before sixty (60) days after the end of each Season for which such Fees are due.
- (b) Additional Fees shall be payable within 60 days following the end of each Season for which such Additional Fees are due.
- (c) Payments of Ticket Fees shall be accompanied by a statement, certified as correct by Team's Chief Financial Officer, as to all computations relating thereto.

Section 3.06. Audit. The Authority and its agents shall have the right to review at the Authority's expense all records of Team which relate to computations of Fees and Subsidies for a period of 90 days after furnishing by Team of the certificate on which such computation is based. In the event such review results in a determination that the payment of Fees or Subsidies was erroneous, the error shall be promptly corrected by the parties, and if such error results in a five (5%) percent or more discrepancy in favor of Authority in the Fees and/or Subsidies received or paid, the expense of such review shall be reimbursed to Authority by Team.

Section 3.07. Fee Credits. Pursuant to the following provisions of this Agreement, Team may be entitled to a fee credit ("Fee Credit") arising out of "Other Taxes" pursuant to Article IX hereof or by reason of Team Advances under Article XXII hereof. Team shall be entitled to a reduction of all Ticket Fees (but not Additional Fees) which would otherwise be payable hereunder to the extent and only to the extent that at the time such payment is due, there is any amount in the Fee Credit Account (as hereinafter defined). The parties shall maintain an account ("Fee Credit Account") which shall be increased by the amount of any Fee Credits as determined from time to time, and shall be reduced by any amounts paid by Authority in payment of Other Taxes and repayment to Team of Advances and repayment to Team of interest on Advances, and by any Fees which are reduced by reason of the provisions of this Section. All amounts in reduction of the Fee Credit Account by reason of Fees which are reduced shall be applied first in reduction of amounts credited thereto by reason of Other Taxes, and thereafter applied to amounts credited thereto by reason of Advances and interest thereon.

**ISFA REVENUES & REBATES
SINCE 1991**

	Ticket Sales	Attendance (Full Ticket Equivalents)	Lease Payments	Fee Credits	Amusement Tax %
1991	2,934,154	2,710,627	\$4,512,636.64	\$73,467.46	4.00%
1992	2,681,156	2,471,034	\$2,623,773.98	\$48,801.00	4.00%
1993	2,581,091	2,300,598	\$2,539,181.78	\$212,275.19	6.00%
1994	1,697,398	1,589,252	\$912,670.00	\$257,889.00	6.00%
1995	1,609,773	1,487,818	\$523,525.00	\$343,583.00	7.00%
* 1996	*1,750,000	*1,479,443	* \$505,000.00	*\$421,017.00	7.00%
1997					**10%
Total	13,253,572	12,038,772	\$11,616,787.40	\$1,357,032.65	
	Hotel Tax Receipts (ISFA FY)	State Rebates (FY Ending)			
1991	\$12,309,893.41				
1992	\$12,218,519.64	\$4,061,420.00			
1993	\$13,182,520.93	\$3,096,799.00			
1994	\$14,225,386.92	\$5,153,569.88			
1995	\$15,246,578.38	\$3,422,772.76			
1996	\$16,624,229.71	\$2,984,247.36			
1997	*** \$6,617,993.49				
Total	\$90,425,122.48	\$18,718,809.00			

- * Unaudited Estimates
- ** Amusement Tax Increase Proposal
- *** Actuals thru October 1996

Revised 11/11/96

charts/revenues

TWELFTH AMENDMENT TO MANAGEMENT AGREEMENT

AMENDMENT (this "Amendment") made as of the 1st day of August, 2001 by and between the ILLINOIS SPORTS FACILITIES AUTHORITY ("Authority") and the CHICAGO WHITE SOX, LTD., an Illinois limited partnership ("Team").

RECITALS:

A. The parties hereto are parties to a Management Agreement dated June 29, 1988 (said agreement as amended by eleven (11) previous amendments is hereinafter referred to as "the Agreement" or "this Agreement").

B. The Act and the State Finance Act (each as defined in the Agreement) have been amended by P.A. 91-935 (the "Amendatory Legislation") to increase the amount to be advanced by the State of Illinois to the Authority and to empower the Authority to provide financial assistance to the Chicago Park District in connection with the development of the Lakefront Improvement Project.

C. The Authority expects to enter into a Development Assistance Agreement with the Chicago Park District and the Chicago Bears Football Club, Inc., relating to the development of the Lakefront Improvement Project (the "Development Assistance Agreement"), pursuant to which the Authority will receive \$21.358 million to finance renovations to Comiskey Park (the "Stadium").

D. The Authority expects to enter into an Operation Assistance Agreement with the Chicago Park District (the "Operation Assistance Agreement"), pursuant to which the Authority will make certain subsidy payments to the Chicago Park District, relating to the ongoing operation, maintenance, and capital improvement of the Lakefront Improvement Project.

E. The Authority and the Team have agreed to mutually determine a program of renovations to the Stadium that will enhance its use by the Team, its fans and the general public, to be financed in whole or in part with moneys received by the Authority pursuant to the Development Assistance Agreement, referred to herein as the "Phase 2 Renovation Program."

F. As Owner of the Stadium, the Authority will have responsibility to carry out and manage the Phase 2 Renovation Program.

G. The parties desire to amend the Agreement in conformance with the Amendatory Legislation and the parties' agreement as to the Phase 2 Renovation Program, in the manner hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. Terms defined herein that are not defined in the Agreement are hereby incorporated by reference into the Agreement.

2. **Capital Repairs Account.** Section 7.07 of the Agreement is hereby amended and restated to read as follows:

Section 7.07. Capital Repairs Account. Authority shall establish an Account (the "**Comiskey Park** Capital Repairs Account"), the purpose of which shall be to accumulate funds for the payment of the cost of Capital Repairs for which Authority is financially responsible hereunder. The **Comiskey Park** Capital Repairs Account shall be established at the First National Bank of Chicago or any other bank(s) mutually acceptable to Authority and Team, and the funds therein invested in interest bearing accounts or certificates of deposit of such depository banks(s), in securities issued or guaranteed by the United States Government or any agency or instrumentality thereof, in A-1/P-1 rated commercial paper, or in such other investments as shall be approved by the parties from time to time. The **Comiskey Park** Capital Repairs Account shall be funded as follows by the Authority:

- (a) Within thirty (30) days after the end of the first Season that Team plays in the Stadium, there shall be deposited the sum of \$1,000,000.
- (b) Within thirty (30) days after the end of each Season thereafter, **through and including the 2000 Season**, the Authority shall deposit the sum of \$1,000,000 therein.
- (c) **With respect to the 2001 Season, the Authority shall deposit the sum of \$3,000,000 therein. With respect to each Season thereafter during the Term, the Authority shall deposit an amount equal to 103% of the deposit in the previous year. \$1,000,000 of the amount required under this subparagraph (c) shall be deposited therein on November 15 following the relevant Season and the balance shall be deposited on June 15 following the relevant Season. Nothing in this Section shall restrict the Authority from depositing additional amounts in this Account to reserve for future Capital Repairs.**

The **Comiskey Park** Capital Repairs Account may be drawn only upon the signature of the designated signatory or signatories of Authority and may be used for the payment of any and all obligations of Authority for payment of the costs of Capital Repairs, other than those arising out of (i) damage which is caused by a risk then

covered by a broad form "all risk" fire and extended coverage insurance policy (except that the Comiskey Park Capital Repairs Account may be used for covered losses pending receipt of insurance proceeds provided that such proceeds are thereafter deposited in said Account), or (ii) work necessitated by a Special Event. Interest earned on amounts in the Comiskey Park Capital Repairs Account may be withdrawn by Authority and used to pay any of its other obligations hereunder. Authority's obligations to pay for Capital Repairs shall not be limited to funds which may be in the Comiskey Park Capital Repairs Account. Amounts in the Comiskey Park Capital Repairs Account shall only be used to satisfy the obligations of the Authority under this Agreement.

3. Subordination of Team Lien. Section 23.03 of the Agreement is hereby amended and restated to read as follows:

"Section 23.03. Subordination of Lien on Local Tax. Team agrees to subordinate its lien on the Local Tax to the right of the State to reimbursement of amounts not exceeding ~~\$8,000,000~~ the Advance Amount, as such term is defined in the Amendatory Legislation, in each fiscal year of the State pursuant to the provisions of Section 19 of the Act in respect of amounts previously paid to Authority from the Advance Account of the Illinois Sports Facilities Fund. Such subordination shall be conditional, and Team's subordinated lien shall automatically revert to a first lien in any fiscal year of the State in the event that (a) Authority shall fail to certify to the State Comptroller and the State Treasurer for such fiscal year of the State the entire amount required to be certified pursuant to the provisions of Section 23.05 hereof, or (b) the Legislature shall fail to appropriate and the State shall fail to pay over to or on behalf of Authority amounts from the Illinois Sports Facilities Fund equal in the aggregate to ~~\$18,000,000~~ the sum of the Advance Amount plus \$10,000,000 for such fiscal year of the State during which this Agreement is in effect, or so much of such amount as shall have been certified by Authority to be required for such fiscal year pursuant to Section 8.25-4 of the State Finance Act. ~~"An Act in relation to State Finance", approved June 10, 1919, as amended (the "State Finance Act").~~

4. Annual Certificate. Subsection 23.05 of the Agreement is hereby amended and restated to read as follows:

"Section 23.05. Covenant to Certify Need for State Taxes.

- (a) Authority agrees to certify to the State Comptroller and the State Treasurer for each fiscal year, in accordance with the provisions of Section 8.25-4 of the State Finance Act, amounts anticipated to be required for payment from the Illinois Sports Facilities Fund that are sufficient and available, up to the maximum amount of ~~\$18,000,000~~ currently permitted by law and without taking into account any revenues or receipts of Authority, to provide for the

payment of all of Authority's obligations under this Agreement and under the Operation Assistance Agreement.

- (b) Not later than 45 days prior to the date on which any certification referred to in the preceding paragraph (a) is required to be delivered to the State Comptroller and the State Treasurer, Authority shall deliver to Team a copy of its proposed certification, together with a copy of Authority's proposed budget of anticipated receipts and expenditures for the ensuing fiscal year on which such proposed certification was based. If Team shall disagree with any of Authority's estimates of anticipated receipts or expenditures as reflected in Authority's proposed budget and certification, Team shall notify Authority in writing of such disagreement, specifying the particulars thereof, not later than 30 days after Team's receipt of Authority's proposed budget and certification. If Authority accepts Team's proposed revisions, Authority shall modify its proposed certification to reflect such revised estimates and shall submit its certification, as so modified, to the State Comptroller and the State Treasurer in accordance with law. If Authority does not accept Team's proposed revisions, Authority shall submit its certification without modification to reflect Team's proposed revisions and the disagreement between Authority and Team with respect to such estimates shall be submitted to arbitration in accordance with Article XVIII hereof. Authority and Team agree to be bound by the decision of the Panel, and Authority shall amend, if necessary, its previously submitted certification in accordance with law to reflect such decision."

5. Modification of Seventh and Ninth Amendment. The Seventh Amendment added certain language to the end of the first paragraph of Section 23.06 of the Agreement. The Ninth Amendment thereafter deleted and replaced the language added by the Seventh Amendment. Section 23.06 of the Agreement, as amended by the Seventh Amendment and the Ninth Amendment, is hereby amended and restated in its entirety to read as follows:

"Section 23.06 Establishment of Reserve. Authority shall establish and maintain, from surplus moneys remaining in each fiscal year after payment or provision for payment of (a) the principal of, premium, if any, and interest on its Bonds or other evidence of indebtedness for borrowed money issued by Authority, and credit enhancement fees and deposits into any other funds or accounts required pursuant to the resolution, ordinance or indenture authorizing and securing such Bonds or other evidence of indebtedness for borrowed money issued by Authority, (b) all of Authority's monetary obligations to Team under this Agreement, and (c) all of Authority's obligations to the Chicago Park District under the Operation Assistance Agreement, dated as of August 1, 2001, other than its obligations to make deposits to the Soldier Field Reserve Fund as calculated in Article V thereof, and (d) all other ordinary and necessary expenses

of Authority, other than (i) repayments to the State pursuant to Section 19 of the Act in respect of amounts previously paid to Authority from the Subsidy Account of the Illinois Sports Facilities Fund and (ii) deposits to the Soldier Field Reserve Fund pursuant to Article V of the Operation Assistance Agreement, a reserve fund for subsequent payments of the type referred to in the preceding clauses (b) and (c) (d) in an aggregate amount not less than the Reserve Fund Amount, as defined below, the sum of the amounts referred to in the preceding clauses (b) and (c) for the most recently completed fiscal year. Authority may decrease the amount in such reserve fund at any time when the aggregate amount in such reserve fund is greater than the Reserve Fund Amount minimum amount required to be maintained in the reserve fund by this Section 23.06. Amounts need not be deposited into such reserve fund unless surplus moneys as referred to in this Section 23.06 are available to make deposits into it, but no repayment shall be made to the State pursuant to Section 19 of the Act in any fiscal year in respect of amounts previously paid to Authority from the Subsidy Account of the Illinois Sports Facilities Fund if, after giving effect to such repayment, the amount remaining on deposit in such reserve fund would be less than the Reserve Fund Amount amount specified in this Section 23.06.

The amount required to be on deposit in the reserve fund established by this Section 23.06 (the "Reserve Fund Amount") shall be determined by the Authority on or prior to June 15 of each year in accordance with the remainder of this Section 23.06, and shall be equal to the difference between (i) Authority's projected expenses for the following fiscal year of the Authority of the type referred to in the preceding clauses (b) and (c) ("Projected Authority Reserve Fund Expenses") and (ii) Authority's projected ticket revenues from Team with respect to the Season then in progress or originally scheduled to be in progress Projected Authority Reserve Fund Revenues, each as defined below.

The "Projected Authority Reserve Fund Expenses" shall be an amount equal to Authority's good faith projection of expenses of the type referred to in clauses (b) and (d) in the first paragraph of this Section 23.06 for the following fiscal year of Authority; provided, however, that Projected Authority Reserve Fund Expenses shall not include the aggregate cost of constructing the improvements contemplated by the Tenth Amendment, Eleventh Amendment, or Twelfth Amendment to this Management Agreement.

The "Projected Authority Reserve Fund Revenues" shall be an amount equal to the Projected Ticket Fee less the Fee Credits Projection, each as defined in this paragraph. By June 5² of each year, Team shall deliver to the Authority, in writing, (i) its "Season Attendance Projection" (which shall be solely for the purpose of calculating the Reserve Fund Amount), calculated as follows, (ii) a calculation of the "Discount Ticket Ratio," calculated as hereinafter provided, and (iii) a projection of the Fee Credits arising or anticipated in good faith to arise under

Section 3.07 of this Agreement for the Season currently in progress or originally scheduled to be in progress (the "Fee Credits Projections"). The Season Attendance Projection shall be the sum of (i) paid attendance of the Team for its Regular Season Games played through May 31 of the Season currently in progress or originally scheduled to be in progress, as such paid attendance has been or will be reported to the American League, (ii) the number of tickets actually sold prior to such May 31 for Regular Season Games scheduled to be played after May 31 of such Season, and (iii) a good faith projection of the number of tickets that will be sold after May 31 for Regular Season Games scheduled to be played after May 31 for the remainder of such Season, based on internally consistent records of Team. Team's Season Attendance Projection shall be itemized to indicate the three components thereof. The Discount Ticket Ratio shall be quotient, the numerator of which is the Team's good faith determination of the Paid Attendance for the Season then in progress, and the denominator of which is the Team's good faith determination of the number of tickets which will be sold by the Team for the Season then in progress. From such data, Authority shall calculate (i) projected Paid Attendance for the Season in progress or originally scheduled to be in progress ("Projected Paid Attendance"), which shall be the product of the Season Attendance Projection and the Discount Ticket Ratio, and (ii) the projected Ticket Fee to be payable to Authority for such Season (the "Projected Ticket Fee"), by applying to the Projected Paid Attendance the calculations set forth in Section 3.03 of the Agreement. ~~The Projected Authority Reserve Fund Revenues shall be an amount equal to the Projected Ticket Fee less the Fee Credits Projection. The Projected Authority Reserve Fund Expenses shall be~~ good faith projections for the following year of the Authority of the type referred to in actual expenses of the type referred to in clauses (b) and (c) in the first paragraph of this Section 23.06 for the first ten months of the fiscal year of Authority about to be completed and (ii) Authority's good faith projection of such expenses for May and June of such fiscal year.

Within ~~fifteen (15)~~ ten (10) business days of receiving Team's Season Attendance Projection and Fee Credits Projection, Authority shall deliver to Team its written computation of the Reserve Fund Amount. Team recognizes that such computation will be used by Authority as a factor in making its determination of the amount of the repayment to be made to the State pursuant to Section 19 of the Act."

Amounts in the Reserve Fund established by this Section 23.06 may only be used to satisfy the obligations of the Authority under this Agreement.

6. New Article XXXIV. A new article, designated as Article XXXIV, is hereby added to the Agreement as follows:

“ARTICLE XXXIV
PHASE 2 RENOVATIONS”

Section 34.01. Renovation of the Stadium.

- (a) Phase 2 Renovation Program. Authority shall apply the amounts being made available under the Development Assistance Agreement for Comiskey Park renovations, together with interest earnings thereon, toward renovation of the Stadium and the Premises, including the hard and soft costs, owner’s costs, architect’s fees, construction manager’s fees and other professional fees (the “Phase 2 Renovation Amount”).
- (b) Scope of Program. The Authority and the Team shall mutually determine the elements that constitute the Phase 2 Renovation Program. The parties also acknowledge that the allocation and use or reuse of current space within the Premises being vacated by reason of the Phase 2 Renovation Program, if any, is subject to mutual agreement.
- (c) Design Process. Authority shall retain one or more architects approved by the Team to prepare design development and construction drawings and specifications and associated cost estimates for the Phase 2 Renovation Program. The Authority will solicit bids for the construction of the Phase 2 Renovation Program. The Team may participate in the design of the Phase 2 Renovation Program and shall approve any construction drawings and specifications therefor before the Authority requests bids for the work.
- (d) Construction Process. The Authority shall cause the construction of the Phase 2 Renovation Program. The Team shall designate one or more individuals to represent the Team during the design and construction process. After approval of the construction drawings and specifications by the Team, the Authority shall provide the Team with written notice of any change order. From funds made available to the Authority for Comiskey Park renovations under the Development Assistance Agreement, together with interest earnings thereon, the Authority shall pay only costs and expenses with respect to the construction of the Phase 2 Renovation Program, including hard and soft costs, owner’s costs, and the fees and expenses of the architects, construction managers and other professional fees.
- (e) Stadium Components. For purposes of Articles VI, VII and XVII hereof, the Phase 2 Renovations shall be deemed “Components” of the Stadium.

7. Effective Date. The rights and obligations of the Team and the Authority pursuant to this Amendment shall become effective upon the occurrence of the "Financial Closing" contemplated by the Development Assistance Agreement and the delivery by Authority to the Team of a certificate that the debt service on the Series 2001 Bonds issued to finance Authority's obligations under the Development Assistance Agreement (i) is above the minimum and below the maximum amounts set out in Schedule 1 hereto in each fiscal year and (ii) when present valued in the manner set forth in Schedule 2 hereto, using an interest rate of 6.0723%, will not, in total, exceed \$399 million..

8. Effectiveness of Management Agreement. Except as set forth herein, the Management Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: Alexander R. Lerner
Alexander R. Lerner, Chairman

CHICAGO WHITE SOX, LTD.

By: **Chisox Corp.**

By: [Signature]
Executive Vice President

Schedule 1
Twelfth Amendment to the Management Agreement

The debt service on the Series 2001 Bonds may not be less than the following minimum annual debt service nor greater than the maximum debt service in any fiscal year:

<u>Fiscal Year</u>	<u>Minimum Annual Debt Service (000 omitted)</u>	<u>Maximum Annual Debt Service (000 omitted)</u>
2002	\$ 4,825	\$ 7,079
2003	8,808	11,028
2004	7,239	9,428
2005	8,318	10,288
2006	9,378	11,328
2007	9,378	11,918
2008	9,653	13,083
2009	10,748	14,428
2010	12,168	15,848
2011	23,999	28,988
2012	25,499	30,569
2013	27,136	32,262
2014	28,880	34,000
2015	30,725	35,851
2016	32,708	37,833
2017	34,805	40,031
2018	37,040	42,265
2019	39,410	44,631
2020	41,927	47,143
2021	44,599	49,926
2022	47,456	52,863
2023	50,479	55,988
2024	53,696	59,197
2025	57,099	62,560
2026	60,726	66,240
2027	65,477	69,909
2028	69,534	73,983
2029	73,834	78,299
2030	78,471	82,901
2031	83,293	87,317
2032	88,504	92,371

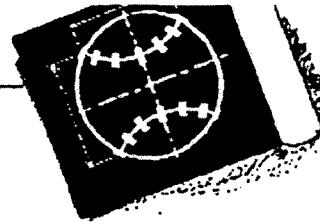
Schedule 2
Twelfth Amendment to the Management Agreement

For illustration purposes the following schedule demonstrates the methodology, using hypothetical debt service numbers to determine that the actual debt service on the Series 2001 Bonds at closing present valued at an interest rate of 6.0723% will not total in excess of \$399 million.

ISFA Fiscal Year Ending <u>June 30</u>	Soldier Field Debt Service per Plan C-1-(M) dated <u>August 6, 2001</u>	Number of periods used to present value each debt <u>service payment</u>	Amounts of each year's debt service payment present valued to <u>June 30, 2001</u>
2002	6,079	1	5,731
2003	10,028	2	8,913
2004	8,428	3	7,062
2005	9,288	4	7,337
2006	10,328	5	7,691
2007	10,818	6	7,595
2008	11,983	7	7,931
2009	13,328	8	8,317
2010	14,748	9	8,676
2011	27,888	10	15,467
2012	29,469	11	15,408
2013	31,162	12	15,360
2014	32,900	13	15,289
2015	34,751	14	15,224
2016	36,733	15	15,171
2017	38,831	16	15,120
2018	41,065	17	15,074
2019	43,431	18	15,030
2020	45,943	19	14,989
2021	48,726	20	14,987
2022	51,663	21	14,981
2023	54,788	22	14,978
2024	57,997	23	14,947
2025	61,360	24	14,909
2026	65,040	25	14,898
2027	68,409	26	14,773
2028	72,483	27	14,756
2029	76,699	28	14,721
2030	81,101	29	14,675
2031	85,117	30	14,520
2032	89,971	31	14,470
TOTALS	\$1,270,555		\$399,000

ILLINOIS SPORTS FACILITIES

AUTHORITY



Wednesday, September 26, 2001

Chicago White Sox, Ltd.
333 West 35th Street
Chicago, Illinois 60616

Gentlemen:

Reference is made to the Twelfth Amendment to Management Agreement (the "Twelfth Amendment") dated as of August 1, 2001, by and between the Illinois Sports Facilities Authority ("Authority") and the Chicago White Sox, Ltd. ("Team"). In particular, Schedule 1 attached to the Twelfth Amendment sets forth the expected minimum and maximum annual debt service on the Series 2001 Bonds to be issued by the Authority.

As we've discussed, market conditions have changed since the execution of the Twelfth Amendment, and a reduction in the minimum annual debt service in four years is deemed prudent. Accordingly, Authority and Team hereby agree that Schedule 1 attached to the Twelfth Amendment is deleted in its entirety and replaced by Schedule 1 attached hereto.

Except as set forth in this letter, the Twelfth Amendment shall remain in full force and effect.

If the foregoing correctly sets forth your understanding, kindly confirm by executing this letter where appropriate.

BOARD OF DIRECTORS
ALEXANDER R. LEBNER
CHAIRMAN
ANDREW A. ATHENS
PETER C.B. BYNOE
RICHARD L. CRAD
JOEL G. HERTER
JOHN A. MILLER
PEGGY A. ROTH
JERRY D. BLAKEMORE
CHIEF EXECUTIVE OFFICER

ILLINOIS SPORTS FACILITIES AUTHORITY

By: 

Jerry D. Blakemore
Chief Executive Officer

CHICAGO WHITE SOX, LTD.

By: 

Howard C. Pizer
Executive Vice President

Schedule 1
Twelfth Amendment to the Management Agreement

The debt service on the Series 2001 Bonds may not be less than the following minimum annual debt service nor greater than the maximum debt service in any fiscal year:

<u>Fiscal Year</u>	<u>Minimum Annual Debt Service (000 omitted)</u>	<u>Maximum Annual Debt Service (000 omitted)</u>
2002	\$ 3,400	\$ 7,079
2003	8,808	11,028
2004	7,239	9,428
2005	8,318	10,288
2006	9,000	11,328
2007	9,000	11,918
2008	9,400	13,083
2009	10,748	14,428
2010	12,168	15,848
2011	23,999	28,988
2012	25,499	30,569
2013	27,136	32,262
2014	28,880	34,000
2015	30,725	35,851
2016	32,708	37,833
2017	34,805	40,031
2018	37,040	42,265
2019	39,410	44,631
2020	41,927	47,143
2021	44,599	49,926
2022	47,456	52,863
2023	50,479	55,988
2024	53,696	59,197
2025	57,099	62,560
2026	60,726	66,240
2027	65,477	69,909
2028	69,534	73,983
2029	73,834	78,299
2030	78,471	82,901
2031	83,293	87,317
2032	88,504	92,371

THIRTEENTH AMENDMENT TO MANAGEMENT AGREEMENT

AMENDMENT (this "Amendment") made as of the 20th day of December, 2002 by and between the ILLINOIS SPORTS FACILITIES AUTHORITY ("Authority") and the CHICAGO WHITE SOX, LTD., an Illinois limited partnership ("Team").

RECITALS:

A. The parties hereto are parties to a Management Agreement dated June 29, 1988 (such agreement, as amended by twelve (12) previous amendments is hereinafter referred to as "the Agreement" or "this Agreement"), relating to the construction and operation of a stadium for the Team (the "Stadium").

B. Among the twelve previous amendments to the Agreement are (1) the Eighth Amendment to Management Agreement dated as of March 12, 1996 (the "Eighth Amendment") and the Ninth Amendment to Management Agreement dated as of March 16, 1998 (the "Ninth Amendment"); (2) the Eleventh Amendment to Management Agreement dated as of August 25, 2000 (the "Eleventh Amendment") relating to, among other things, the 2001 season renovations to the Stadium (the "Phase 1 Renovations"); and (3) the Twelfth Amendment to Management Agreement dated as of August 1, 2001 (the "Twelfth Amendment") relating to, among other things, the Phase 2 renovations to the Stadium (the "Phase 2 Renovations").

C. The Authority and the Team have reached agreement on certain changes and modifications to the Stadium that will enhance its use by the Team, its fans and the general public (all as more completely described on Exhibit A attached hereto and referred to herein as the "Phase 3 Renovations"), to be financed in whole or in part with moneys available to the Authority pursuant to the Eleventh Amendment and the Twelfth Amendment.

D. As Owner of the Stadium, the Authority will have responsibility to carry out and manage the Phase 3 Renovations.

E. The parties desire to amend the Agreement in conformance with the parties' agreement as to the Phase 3 Renovations, in the manner hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. Terms defined herein that are not defined in the Agreement are hereby incorporated by reference into the Agreement.

2. New Article XXXV. A new article, designated as Article XXXV, is hereby added to the Agreement as follows:

"ARTICLE XXXV
PHASE 3 RENOVATIONS

Section 35.01. Renovation of the Stadium.

- (a) Phase 3 Renovations. The Authority shall cause to be constructed in the Stadium and on the Premises the Phase 3 Renovations specifically listed on Exhibit 35.01 (the "Phase 3 Renovations"), and shall apply the amounts remaining available under the Eleventh Amendment and the Twelfth Amendment toward the Phase 3 Renovations; provided that the aggregate costs of the Phase 3 Renovations, including the hard and soft costs, owner's costs, architect's fees, in-house contractors costs, construction manager's fees and other professional fees, shall not exceed \$8,150,000 plus the net proceeds in excess of \$100,000 received by the Authority from the special event held at the Stadium on September 13, 2002 plus any such additional amounts as the Team, Illinois SportService, or other designee may contribute to the project (the "Phase 3 Renovation Cap").
- (b) Schedule. Construction of the Phase 3 Renovations shall begin on a date mutually agreed upon by the parties and shall be completed before the first Home Date of the 2003 Season, except that Phase 3 Renovations may be completed after the beginning of the 2003 Season to the extent that such work does not interfere with the conduct of major league baseball games at the Stadium.
- (c) Design Process. Authority has retained one or more architects and engineers approved by the Team to design the Phase 3 Renovations. The Authority has solicited bids for the construction of the Phase 3 Renovations. The Team has participated in the design of the Phase 3 Renovations and has approved all construction drawings and specifications therefor before the Authority requested bids for the work.
- (d) Construction Process. The Authority shall cause the construction of the Phase 3 Renovations. The Team shall designate one or more individuals to represent the Team during the design and construction process who shall attend the periodic Owner-Architect-Construction Manager meetings. The Authority shall arrange for the Construction Manger to provide to Team a monthly report of the project including executed and pending change orders.
- (e) Team Contractors. Upon issuance of authorization by the Authority, the Team hereby agrees, on behalf of the Authority, to arrange for the performance of certain of the Phase 3 Renovations through its contractors and vendors, and the Authority hereby agrees to reimburse the Team for such authorized work. All such reimbursements to the Team shall be applied against and included within the Phase 3 Renovation Cap.

- (f) Payment of Costs and Overruns. The Authority shall pay all costs and expenses with respect to the construction of the Phase 3 Renovations, up to the Phase 3 Renovation Cap. Authority shall not be obligated to pay any costs in excess of the Phase 3 Renovation Cap.
- (g) Stadium Components. For purposes of Articles VI, VII and XVII hereof, the Phase 3 Renovations shall be deemed "Components" of the Stadium."

3. Reaffirmation of Eighth and Ninth Amendment Obligations. The Parties hereby acknowledge, agree, and reaffirm that the Team's obligations under paragraph 4 of the Eighth Amendment and paragraph 4 of the Ninth Amendment remain in full force and effect, notwithstanding the application of funds from the Eleventh Amendment to the Phase 3 Renovations.

4. Representations relating to the Eleventh and Twelfth Amendments. The Team represents that, to the best of its knowledge, it has forwarded to the Authority all bills and invoices that it has received relating to the Phase 1 Renovations and Phase 2 Renovations. The Authority represents that, to the best of its knowledge, all outstanding bills and invoices with respect to the Phase 1 Renovations and Phase 2 Renovations that have been received by the Authority have been paid by the Authority on or before September 1, 2002 (with the exception of certain bills for professional services from Turner Construction Company and HKS Architects, Inc., which have been presented and paid through July 31, 2002). The Authority represents (and the Team, to the best of its knowledge, concurs) that, as of September 1, 2002, (a) \$2,052,540 remained available under the Eleventh Amendment, and (b) \$6,096,896 remained available under the Twelfth Amendment, and that, pursuant to this Amendment, such amounts constitute funds available for the Phase 3 Renovations.

5. Effectiveness of Management Agreement. Except as set forth herein, the Management Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: Alexander R. Lerner
Alexander R. Lerner, Chairman

CHICAGO WHITE SOX, LTD.

By: **Chisox Corp.**

By: [Signature]
Executive Vice President

EXHIBIT A TO THIRTEENTH AMENDMENT

Exhibit 35.01

PHASE 3 RENOVATIONS

- Club Level Corridor Connection
- Upper Deck Concourse Upgrades
- Batter's Eye Food Rotunda w/Roof Deck
- Wayfinding/Graphics
- Outfield Concourse Brick Façade
- Design Development and Construction Documentation of Office Building and FUNDamentals Deck
- Any Additional Design Development Documentation agreed to by the Parties within the Phase 3 Renovation Cap

FOURTEENTH AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT (the "Amendment") is made as of the 31st day of March, 2003 by and between the **ILLINOIS SPORTS FACILITIES AUTHORITY** ("Authority") and the **CHICAGO WHITE SOX, LTD.**, an Illinois limited partnership ("Team").

RECITALS:

A. The parties hereto are parties to a Management Agreement dated June 29, 1988 (such agreement, as amended by thirteen (13) previous amendments is hereinafter referred to as "the Agreement" or "this Agreement"), relating to the construction and operation of a stadium for the Team (the "Stadium").

B. The Act empowers the Authority to authorize the sale, conveyance, lease, or granting of a permit or license with respect to the right to name the Stadium (the "Naming Rights").

C. The Authority and the Team have agreed that the Team may license to United States Cellular Corporation the Naming Rights for the Stadium.

D. The Authority and the Team have reached agreement on certain changes and modifications to the Stadium that will enhance its use by the Team, its fans and the general public (all as more completely described herein and referred to as the "Phase 4 Renovations"), to be financed with moneys available to the Authority upon the issuance of bonds by the Authority.

E. As Owner of the Stadium, the Authority will have responsibility to carry out and manage the Phase 4 Renovations.

F. The Team will forego certain annual subsidies it is entitled to receive from the Authority.

G. The parties desire to amend the Agreement to document the parties' agreement on the financing and construction of the Phase 4 Renovations and the licensing of the Naming Rights, in the manner hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. Terms defined herein that are not defined in the Agreement are hereby incorporated by reference to the Agreement.

2. Name of Stadium. Section 1.01 of the Agreement is hereby amended by deleting the phrase "Comiskey Park" in the eighth line thereof and replacing it with the following phrase: "with such name or names as may be agreed to in the manner described in Article XXXVI."

3. Length of Term. Section 2.05 of the Agreement is hereby amended and restated to read in its entirety as follows: “The “Original Term” of this Agreement shall end on November 30, 2025.”

4. Extension Options. Section 2.06 of the Agreement is hereby amended and restated to read in its entirety as follows: “Team shall have the option to extend the term of this Agreement for up to a total of five additional years beyond the Original Term (the “Extension Term”). Such extension option may be exercised by the Team in the following manner: (i) the Team may extend the term of this Agreement by any number of whole years, up to and including five years, by notice given to the Authority before the sale of the Series 2003 Bonds; and (ii) the Team may extend the term of this Agreement, by notice given on or before November 30, 2024, by the difference between (A) five years and (B) the length of any extension option exercised pursuant to clause (i) of this sentence. Such extension option is not exercisable if the Team is in Default hereunder either at the time of the exercise thereof or at the commencement of the Extension Term. The terms and conditions applicable during the Extension Term shall be as set forth in this Agreement. The Original Term and the Extension Term are sometimes referred to herein collectively as the “Term.””

5. Second and Third Periods. Sections 3.02(g) and (h) of the Agreement are hereby amended and restated in their entirety as follows:

“(g) Second Period – all Seasons beginning with the 2001 Season and ending with the 2010 Season.

(h) Third Period – all Seasons after the Second Period during the remainder of the Term.”

6. Maintenance Subsidy. Section 16.01 of the Agreement, as amended by the Eleventh Amendment, is hereby further amended and restated to read as follows:

“Section 16.01. Maintenance Subsidy. The Authority agrees to pay the Team for each Season during the Term a subsidy in order to reimburse the Team on account of its obligations for Routine Maintenance and other Team operational costs (“Maintenance Subsidy”). The amount of the Maintenance Subsidy shall be determined as follows:

(a) During the First Period, the Maintenance Subsidy shall be Two Million Dollars (\$2,000,000) per Season, except the Maintenance Subsidy during the 2000 Season shall be One Million Dollars (\$1,000,000).

(b) For the 2001 and 2002 Seasons and for each season during any Extension Term as extended under Section 2.06(ii), the Maintenance Subsidy shall be equal to the sum of Two Million Dollars (\$2,000,000) multiplied by a fraction, the numerator of which is the CPI for the month of May during such Season, and the denominator of which is the CPI for the month of May, 1991.

(c) For each Season during the remainder of the Original Term, the last Season of which is the 2025 Season, or during the Term as extended under the

provisions of Section 2.06(i), the Maintenance Subsidy shall be the difference between (i) Two Million Dollars (\$2,000,000), multiplied by a fraction, the numerator of which is the CPI for the month of May during such Season and the denominator of which is the CPI for the month of May, 1991, and (ii) the amount attributable to that Season on Exhibit 16.01 (the "Maintenance Subsidy Reduction"). If the Team exercises the option described in Section 2.06(i), the Team and the Authority shall substitute an amended Exhibit 16.01 specifying the Maintenance Subsidy Reduction for each Season during the Term as extended. In the event that the Maintenance Subsidy Reduction in any Season exceeds the amount calculated pursuant to clause (i) above for such Season, the Team shall remit the difference to the Authority on November 15 of the year in which the Season ended.

The Maintenance Subsidy shall be paid one-half on July 15 during each Season and the balance on November 15 during such Season. The Maintenance Subsidy shall be paid in the amounts set forth above irrespective of actual costs incurred by the Team for Routine Maintenance and other operational costs."

7. New Article XXXVI. A new article, designated as Article XXXVI, is hereby added to the Agreement as follows:

"ARTICLE XXXVI
NEW STADIUM NAME

Section 36.01. Name of Stadium during Naming Rights Period.

During the period (the "Naming Rights Period") from the date hereof until October 31, 2025 (and until October 31, 2027, in the event the Term is extended until at least November 30, 2027), the name of the Stadium shall be U.S. Cellular Field or such other name as may be agreed to by USCC and the Team ("U.S. Cellular Field," or such other name, being referred to as the "Stadium Name"), provided that the Team will not consent to any change of the Stadium Name from "U.S. Cellular Field" without the prior written approval of the Authority, which approval shall not be unreasonably withheld.

Section 36.02. Grant of Sub-License.

The Team hereby grants and sublicenses to the Authority the non-exclusive irrevocable royalty-free right and license to use the Stadium Name and any depiction thereof in use by the Team in connection with its corporate purposes; provided that the Authority shall not use the Stadium Name or depiction in a manner that is likely to deceive or to cause confusion or mistake as to (A) the affiliation, connection, or association of a third party with USCC; or (B) the endorsement, sponsorship or approval by USCC of a third-party's products or services, in either case without USCC's prior written approval, which shall not be unreasonably withheld; and provided further that from and after the end of the Naming Rights Period, the Authority shall have the right to continue to use the Stadium Name and depictions in ordinary typeface and/or stylized form only until such time as the Team shall notify

the Authority in writing to cease any particular use(s) of the Stadium Name, in which event the Authority shall have a commercially reasonable amount of time to cease such particular use(s).

Section 36.03. Use of Stadium Name.

From and after the date hereof until the end of the Naming Rights Period, the Authority and the Team shall use the Stadium Name when referring to the Stadium, except it shall not be a breach of this provision for the Authority or the Team to refer to the Stadium as "Comiskey Park" for nostalgic or historical purposes or in a nostalgic or historical context.

Section 36.04. Costs Associated with the Change of the Stadium Name.

As between the Authority and the Team, and without diminishing the Team's rights against USCC, the Team shall bear all costs associated with the change of the Stadium Name, and the construction and installation of necessary signage, subject to the rights of the Team to be reimbursed for the costs and expenses, including, without limitation, its attorneys' fees, for the change of the name from Comiskey Park to U.S. Cellular Field from the proceeds of the Series 2003 Bonds issued by the Authority under the provisions of Article XXXVII. In the event the Series 2003 Bonds are not issued, the Team shall not be reimbursed for such costs.

Section 36.05. Indemnification of the Authority.

(a) The Team shall cause USCC to defend, hold harmless and indemnify the Authority, its officers, members, employees and agents (the "Authority Indemnitees") from and against any and all claims, actions, judgments, damages, liabilities and expenses including, without limitation, reasonable attorneys' and investigative fees, (collectively, the "Claims") imposed upon, incurred by or asserted against the Authority Indemnitee with respect to any allegation that the Stadium Name or depiction or use thereof violates or infringes upon the trademark, trade name, copyright or other proprietary rights of any other person, except Claims resulting from an Authority Indemnitee's negligence, willful misconduct or fraud.

(b) Whenever an Authority Indemnitee under this section receives notice of any potential claim by a third party (the "Third Party Claim") which may be subject to indemnity, the Authority Indemnitee shall promptly notify the Team and the Team shall in turn notify USCC. USCC shall be entitled to assume the defense of such Third Party Claim by counsel designated by it and reasonably acceptable to the Authority Indemnitee, provided that the Team will cause USCC to agree not to settle or compromise any such Third Party Claim, or consent to the entry of any judgment without the written consent of the Authority Indemnitee (which consent shall not be unreasonably withheld), unless such settlement, compromise or judgment (i) includes an unconditional release of such Authority Indemnitee from all liability on any claims that are the subject matter of such action; and (ii) does not include a statement as to or an admission of, fault, culpability, or failure to act by or on behalf of an Authority

Indemnatee. After timely notice from USCC to the Authority Indemnatee of its election to assume the defense of a Third Party Claim, USCC will not be liable to the Authority Indemnatee under this Section for any legal or other expenses subsequently incurred by the Authority Indemnatee in connection with the defense thereof, other than reasonable costs of investigation, provided, however, that if in the judgment of counsel selected by USCC, USCC and the Authority Indemnatee have conflicting interests that would make it inappropriate for same counsel to represent them, the Authority Indemnatee may select separate counsel for its representation, at USCC's expense. The Authority Indemnatee shall fully cooperate with and timely assist USCC with defense of such Third Party Claim. If USCC fails to assume the defense of such Third Party Claim as soon as reasonably possible, and in any event prior to the earlier of twenty (20) days after the receipt of notice of the Third Party Claim or (assuming such notice has been received) five (5) days before the date an answer to the complaint or a similar initiation of legal proceedings shall be due, the Authority Indemnatee shall have the right to undertake, at USCC's expense, the defense, compromise or settlement of any such Third Party Claim on behalf of and at the risk and expense of USCC.

Section 36.06. USCC Store and Kiosk.

Between the Authority and the Team and without diminishing the Team's rights against USCC, the Team shall be solely responsible for the design, construction and maintenance of any kiosk or store to be used by USCC in the Stadium and shall bear all costs associated therewith.

Section 36.07. USCC Improvements.

The Authority hereby authorizes the Team to permit USCC to perform, at USCC's expense, reasonable testing and studies regarding the level of wireless services provided by USCC at the Stadium. In the event that USCC proposes to the Team as a result of such testing and study to undertake improvements in or around the Stadium to improve wireless reception, such improvements shall not be undertaken without the prior written approval of the Authority of the plans and specifications for such, the contractors or personnel undertaking such improvements, the insurance carried by such contractors or personnel, the schedule for such improvements and other related matters. Between the Authority and the Team and without diminishing the Team's rights against USCC, the Team shall be responsible for all costs of design, permitting, construction, insurance and maintenance of any such improvements.

Section 36.08. Signs.

(a) The Authority approves the installation of the various signs designating the Stadium Name on the Stadium and Premises at the exterior and interior placements described in Exhibit 36.08. As between USCC and the Authority, and without diminishing the Team's rights against USCC, the cost of designing, permitting, constructing, installing all such signs and removing existing signs and

obtaining the necessary governmental approvals therefor shall be paid by the Team, except, upon the issuance of the Series 2003 Bonds by the Authority as described in Article XXXVII, those costs for the initial exterior and interior placements of the signs changing the name to U.S. Cellular Field may be reimbursed to the Team from the proceeds of any such bonds. Any amounts reimbursed to the Team hereunder shall be included as a cost within the Phase 4 Renovation Budget described in Section 37.02. In the event the Series 2003 Bonds are not issued, the Team shall not be reimbursed for such costs.

(b) If and to the extent the Authority has the right pursuant to the Management Agreement to conduct Special Events in the Stadium (and without diminishing the Team's rights with respect thereto as provided in the Management Agreement), the Authority agrees that the various signs listed on Exhibit 36.08 will not be altered, distorted, obstructed or covered in connection with Special Events.

Section 36.09 Binding Dispute Resolution.

In the event the Team refuses to approve a change in Stadium Name requested by USCC (which refusal may occur because the Team objects to such name change and/or because the Authority has reasonably withheld its approval thereof), and USCC shall dispute the reasonableness of such refusal, then USCC and the Team have agreed that any such dispute shall be submitted to a binding arbitration. If the Authority has objected to such name change, then the Team will use commercially reasonable efforts to enable the Authority to participate in any such arbitration and if that is not possible, the Team will use commercially reasonable efforts to ensure that the Authority's position is adequately represented in the arbitration. The Authority agrees that the decision rendered in any such arbitration shall be binding on the Authority as well as the Team."

8. New Article XXXVII. A new article, designated as Article XXXVII, is hereby added to the Agreement as follows:

"ARTICLE XXXVII
PHASE 4 RENOVATIONS

Section 37.01. Issuance of Bonds.

As soon as reasonably possible, the Authority agrees to use commercially reasonable efforts to issue a series of Illinois Sports Facilities Authority Sports Facilities Bonds (the "Series 2003 Bonds") on terms acceptable to the Authority and the Team. Except to the extent that certain amounts of the Maintenance Subsidy Reduction are included in Net Proceeds as described in Section 37.02(a), the parties acknowledge that the scheduled debt service on the Series 2003 Bonds in each fiscal year of the Authority should be as similar as practicable to the Maintenance Subsidy Reductions for each corresponding Season as shown on Exhibit 16.01. The Team will provide assistance and information reasonably requested by the Authority in connection with the issuance of the Series 2003 Bonds.

Section 37.02. Renovations to the Stadium.

(a) Phase 4 Renovations and Net Bond Proceeds. Exhibit 37.02 attached hereto is a list of the renovations that the parties desire to construct using the proceeds from the Series 2003 Bonds (the "Phase 4 Renovations"). Before the sale of the Series 2003 Bonds by the Authority, the Authority and the Team shall agree upon an estimate of (i)(1) the amount of proceeds available from the issuance of the Series 2003 Bonds, after payment of all costs of issuance of and reasonable reserves with respect to the Series 2003 Bonds; (2) the earnings on the proceeds of the Series 2003 Bonds, (3) the amount by which the Maintenance Subsidy Reductions in the Authority fiscal years 2004, 2005 and 2006 exceed the debt service on the Series 2003 Bonds in those fiscal years, and (4) any amounts to be contributed by the Team and (ii) a budget for the Phase 4 Renovations (the "Phase 4 Renovation Budget") which shall include, without limitation, (1) all design, engineering, construction, owner's, utilities, and in-house contractor costs (all based on bids received by the Authority to the extent available); (2) amounts to be reimbursed to the Team under Sections 36.04, 36.08 and 37.02(d); (3) a reasonable contingency; (4) construction manager's fees and attorneys' and other professional fees of the Team and the Authority; and (5) other fees and expenses. The estimates of items (i) (1), (2), (3) and (4) above shall be adjusted from time to time after the issuance of the Series 2003 Bonds to reflect the actual amount of each item and shall be collectively referred to as the "Net Proceeds".

(b) Cost Limitation. The Phase 4 Renovation Budget as determined in the preceding paragraph may not exceed the Net Proceeds. To achieve this limitation, the parties may reduce the scope of the Phase 4 Renovations, including eliminating components thereof described on Exhibit 37.02 or the Team may pay for a portion of the Phase 4 Renovations from its own funds. The Authority shall cause to be constructed the Phase 4 Renovations at a cost to the Authority no greater than the Net Proceeds.

(c) Design Process. The Authority has retained one or more architects and engineers acceptable to the Team to design the Phase 4 Renovations. The Team shall continue to participate in the design of the Phase 4 Renovations and shall have the right to approve all construction drawings and specifications therefor before the Authority requests bids for the work.

(d) Preliminary Design Costs. The Authority and the Team acknowledge that it will be necessary to incur certain costs related to the design and permitting of the Phase 4 Renovations before the sale of the Series 2003 Bonds. As soon as reasonably practicable, the Authority and the Team shall agree on any such costs to be incurred. The amount of such costs shall be advanced by the Team to the Authority for payment to parties to whom such amounts are owed. In the event the Series 2003 Bonds are issued, the Team shall be reimbursed for such amounts out of the proceeds of the Series 2003 Bonds. In the event the Series 2003 Bonds are not issued, the Team shall not be reimbursed for such costs.

(e) Construction Process. The Team shall designate one or more individuals to represent the Team during the design and construction process who shall attend periodic meetings with the Authority, its architect, engineer and contractors and participate in any consideration of change orders. The Authority shall provide the Team with notice of all construction contracts and any change orders, which shall be deemed approved by the Team unless disapproved in writing within three (3) business days after the Team is notified thereof. In the event of such disapproval, the Authority hereby agrees that except as hereinafter provided in paragraph (g) of this Section 37.02, the Authority will refrain from entering into such disapproved construction contract or change order.

(f) In-House Contractors. Upon issuance of a written authorization by the Authority, the Team, on behalf of the Authority, shall arrange for the performance of certain of the Phase 4 Renovations described in the written authorization through its in-house contractors, and the Authority shall reimburse the Team for such work for a fixed price or on a time and materials basis (but not to exceed a maximum price), as described in the written authorization. All such payments to the Team shall be applied against and included within the Phase 4 Renovation Budget.

(g) Payment of Costs. The Authority shall not be obligated to pay any costs of the Phase 4 Renovations in excess of the Net Proceeds. In the event the Authority determines that the costs of the Phase 4 Renovations are likely to exceed the Net Proceeds, the Authority and the Team shall confer about what change orders should be implemented to reduce the final expected cost of the Phase 4 Renovations to an amount equal to the Net Proceeds. To the extent that Phase 4 Renovation costs are not so reduced, the Team shall be entitled to provide to the Authority amounts necessary to fund such shortfall. In the event the parties cannot agree on the change orders to be implemented, or the Team does not provide funds to cover any such shortfall, the Authority shall have the right to execute change orders with respect to the Phase 4 Renovations that reduce expenditures by the Authority to an amount equal to the Net Proceeds without the consent of the Team.

(h) Net Proceeds in Excess of Final Costs. In the event that, after a final accounting, the Net Proceeds exceed the actual costs of the Phase 4 Renovations, such excess shall first be paid to the Team up to the amount provided by the Team to the Authority pursuant to Sections 37.02(b) and (g) and then on projects in the Stadium as may be agreed upon by the Team and the Authority.

(i) Stadium Components. For purposes of Articles VI, VII and XVII hereof, the Phase 4 Renovations shall be deemed "Components" of the Stadium.

9. Authority Covenants and Representations. The Authority makes the following covenants and representations to the Team, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Amendment:

(a) Authorization. The making, execution, delivery, and performance of this Amendment by the Authority has been duly authorized and approved by requisite action of the members of the Authority, and this Amendment has been duly executed and delivered by the Authority and constitutes a valid and binding obligation of the Authority, enforceable in accordance with its terms.

(b) Effect of Amendment. Neither the execution and delivery of this Amendment by the Authority nor the Authority's performance of any obligation hereunder (i) constitutes a violation of any law, ruling, regulation, or order to which the Authority is subject, or (ii) constitutes a default of any term or provision under any other agreement or document to which the Authority is a party or is otherwise bound.

10. Team Covenants and Representations. The Team makes the following covenants and representations to the Authority, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Amendment:

(a) Authorization. The making, execution, delivery, and performance of this Amendment by the Team has been duly authorized and approved by all requisite action of the board of directors of the General Partner of the Team, and this Amendment has been duly executed and delivered by the Team and constitutes a valid and binding obligation of the Team, enforceable in accordance with its terms.

(b) Effect of Amendment. Neither the execution and delivery of this Amendment by the Team nor the Team's performance of any obligation hereunder (i) constitutes a violation of any law, ruling, regulation, or order to which the Team is subject, or (ii) constitutes a default of any term or provision under any other agreement or document to which the Team is a party or is otherwise bound.

(c) Naming Rights Payments. The payments to be received by Team with respect to the Naming Rights during the Naming Rights Period total \$68 million, payable in the amount of \$3.4 million per year beginning 2003 and terminating in 2022. In addition to amounts reflecting the commercial value of the name of a sports facility in the Chicago market, such payments include amounts to compensate the Team for a suite, promotions, advertising, tickets and similar Team inventory and amounts to compensate the Team for restrictions placed on the Team's advertising rights ("USCC Exclusivity Rights"). If and to the extent the Team amends its agreement with USCC and thereby receives additional payments for Naming Rights, such amounts shall be used in the Stadium in a manner agreed upon between the Team and the Authority. To the extent that any such additional payments are reasonably attributable to additional suites, promotions, advertising, tickets and similar Team inventory, or to expanded USCC Exclusivity Rights, such payments shall not be subject to this limitation. It is intended that this limitation apply only to additional amounts paid for the right of a sponsor to name the Stadium or Premises.

(d) License. The Team has the full power and authority to grant the Authority a non-exclusive, irrevocable, royalty-free right and license to use the Stadium Name, and any depiction thereof in connection with the corporate purposes of the Authority.

11. Incorporation of Exhibits. Exhibits 16.01, 36.08 and 37.02 annexed hereto are hereby incorporated by reference into the Management Agreement, as hereby amended.

12. Effectiveness of Management Agreement. Except as set forth herein, the Management Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: _____
Alexander R. Lerner, Chairman

CHICAGO WHITE SOX, LTD.

By: **Chisox Corp.**

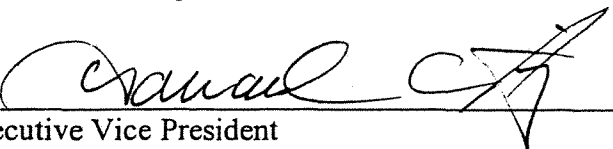
By:  _____
Executive Vice President

EXHIBIT 16.01

MAINTENANCE SUBSIDY REDUCTION

<u>Season</u>	<u>Authority Fiscal Year</u>	<u>Maintenance Subsidy Reduction</u>
2003	2004	\$2,669,000
2004	2005	2,722,000
2005	2006	2,777,000
2006	2007	2,832,000
2007	2008	2,889,000
2008	2009	2,947,000
2009	2010	3,006,000
2010	2011	3,066,000
2011	2012	3,127,000
2012	2013	3,190,000
2013	2014	3,253,000
2014	2015	3,318,000
2015	2016	3,385,000
2016	2017	3,452,000
2017	2018	3,521,000
2018	2019	3,592,000
2019	2020	3,664,000
2020	2021	3,737,000
2021	2022	3,812,000
2022	2023	3,888,000
2023	2024	3,966,000
2024	2025	4,045,000
2025	2026	4,126,000

EXHIBIT 36.08

SIGN LOCATIONS

Exterior Placements

The Stadium Name shall be displayed on the exterior of the Stadium substantially in accordance with the following, provided, however, that while permanent signage to accommodate the Exterior Placements is being built or installed, the Team shall install temporary signage of comparable size with reasonably equivalent exposure.

1. One (1) illuminated sign on the east/southeast end of the Stadium, situated on the back of the first panel to the north of the centerfield videoboard (facing I-90/94). The approximate size of this sign will be 13.5' X 80'. The temporary sign shall also be illuminated.
2. One (1) illuminated sign on the northeast corner of the Stadium (facing I-90/94). This sign will be mounted on the fascia of Ramp Number 6 and will be approximately 7' x 40'. The temporary sign shall also be illuminated.
3. One (1) sign on the northwest corner of the Stadium, situated above the entrance to Gate 4. This sign will be etched into the architectural precast with an approximate dimension of 4' by 24'.
4. One (1) sign on the south side of the Stadium, situated near the Stadium Club Entrance. This sign will be etched into the architectural precast with an approximate dimension of 4' by 24'.
5. One (1) backlit sign on each side of the existing I-90-94 marquee board outside the Stadium in replacement of "Comiskey Park." This sign will be approximately 7' by 12.5'.
6. Two (2) signs painted on the top surface on the upper deck roof of the Stadium (to be installed and displayed before the first Home Game of the 2005 regular season). The approximate dimension of these signs will be 40' x 230'. During Home Games, to the extent that the ambient light is not sufficient to cause the signs to be visible during a standard aerial television camera shot, the Team will supplement the ambient light with additional lighting as permitted by applicable laws and ordinances.
7. One (1) illuminated sign on the back of the upper deck of the Stadium facing north, the content and location of which will be agreed upon by the parties. The approximate size of the sign will be 5' by 30'.

Interior Placements

The Stadium Name shall be displayed in the interior of the Stadium substantially in accordance with the following, provided, however, that while permanent signage to

accommodate the Interior Placements is being built or installed, the Team shall install temporary signage of comparable size with reasonably equivalent exposure:

1. One (1) sign on the centerfield scoreboard. Approximate dimension of 12' by 70'. This sign to be lighted during each Game played at the Stadium during the Term.

EXHIBIT 37.02

PHASE 4 RENOVATIONS

- Upper Deck Renovation, including New Roof Canopy and Kalwall Enclosure
- New Home Run Porch in Right Field
- New FUNdamentals Deck in Left Field
- Lower Terrace Suite Balcony Expansion
- New TV Truck Dock
- Wayfinding Signs/Graphics
- Parking Lot “L” Development
- Out-of-town Matrix Board
- Upper Deck Roof Canopy/Outfield Sound System

AMENDED AND RESTATED
FOURTEENTH AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDED AND RESTATED FOURTEENTH AMENDMENT TO MANAGEMENT AGREEMENT (this "Amendment") is made as of the ____ day of August, 2003 by and between the **ILLINOIS SPORTS FACILITIES AUTHORITY** ("Authority") and the **CHICAGO WHITE SOX, LTD.**, an Illinois limited partnership ("Team").

RECITALS:

A. The parties hereto are parties to a Management Agreement dated June 29, 1988 (such agreement, as amended, is hereinafter referred to as "the Agreement" or "this Agreement"), relating to the construction and operation of a stadium for the Team (the "Stadium").

B. The Act empowers the Authority to authorize the sale, conveyance, lease, or granting of a permit or license with respect to the right to name the Stadium (the "Naming Rights").

C. The Authority and the Team have agreed that the Team may license to United States Cellular Corporation (referred to herein collectively, with any other party granted a license or permit relating to the Naming Rights in accordance with the Agreement, as "USCC") the Naming Rights for the Stadium.

D. The Authority and the Team have reached agreement on certain changes and modifications to the Stadium that will enhance its use by the Team, its fans and the general public (all as more completely described herein and referred to as the "Phase 4 Renovations"), to be financed with moneys available to the Authority upon the issuance of bonds by the Authority.

E. As Owner of the Stadium, the Authority will have responsibility to carry out and manage the Phase 4 Renovations.

F. The Team will forego certain annual subsidies it is entitled to receive from the Authority.

G. The Authority and the Team previously entered into the Fourteenth Amendment to Management Agreement, dated as of March 31, 2003, (the "Fourteenth Amendment") and the Fifteenth Amendment to Management Agreement, dated as of May 29, 2003, (the "Fifteenth Amendment") relating to, among other items, the Phase 4 Renovations and the issuance of bonds by the Authority.

H. In order to consolidate the parties' agreements relating to the financing and construction of the Phase 4 Renovations, the licensing of the Naming Rights and the extension of the term of the Management Agreement, the parties desire to amend and restate the Fourteenth Amendment, repeal the Fifteenth Amendment and execute this Amendment in place of such Fourteenth Amendment and the Fifteenth Amendment. in the manner hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. Terms defined herein that are not defined in the Agreement are hereby incorporated by reference to the Agreement.

2. Name of Stadium. Section 1.01 of the Agreement is hereby amended by deleting the phrase “Comiskey Park” in the eighth line thereof and replacing it with the following phrase: “with such name or names as may be agreed to in the manner described in Article XXXVI.”

3. Length of Term. Section 2.05 of the Agreement is hereby amended and restated to read in its entirety as follows: “The “Original Term” of this Agreement shall end on November 30, 2029.

4. Extension Options. Section 2.06 of the Agreement is hereby amended and restated to read in its entirety as follows: “Team shall have the option to extend the term of this Agreement for one (1) additional year beyond the Original Term (the “Extension Term”). Such extension option may be exercised by the Team by notice given to the Authority on or before November 30, 2028. Such extension option is not exercisable if the Team is in Default hereunder either at the time of the exercise thereof or at the commencement of the Extension Term. The terms and conditions applicable during the Extension Term shall be as set forth in this Agreement. The Original Term and the Extension Term are sometimes referred to herein collectively as the “Term.””

5. Second and Third Periods. Sections 3.02(e) and (f) of the Agreement are hereby amended and restated in their entirety as follows:

“(e) Second Period – all Seasons beginning with the 2001 Season and ending with the 2010 Season.

(f) Third Period – all Seasons after the Second Period during the remainder of the Term.”

6. Maintenance Subsidy. Section 16.01 of the Agreement is hereby further amended and restated to read as follows:

“Section 16.01. Maintenance Subsidy. The Authority agrees to pay the Team for each Season during the Term a subsidy in order to reimburse the Team on account of its obligations for Routine Maintenance and other Team operational costs (“Maintenance Subsidy”). The amount of the Maintenance Subsidy shall be determined as follows:

(a) During the First Period, the Maintenance Subsidy shall be Two Million Dollars (\$2,000,000) per Season, except the Maintenance Subsidy during the 2000 Season shall be One Million Dollars (\$1,000,000).

(b) For the 2001, 2002 and 2029 Seasons and during the Extension Term if extended under Section 2.06, the Maintenance Subsidy shall be equal to the sum

of Two Million Dollars (\$2,000,000) multiplied by a fraction, the numerator of which is the CPI for the month of May during such Season, and the denominator of which is the CPI for the month of May, 1991.

(c) For the 2003 Season through and including the 2028 Season, the Maintenance Subsidy shall be the difference between (i) Two Million Dollars (\$2,000,000), multiplied by a fraction, the numerator of which is the CPI for the month of May during such Season and the denominator of which is the CPI for the month of May, 1991, and (ii) the amount attributable to that Season on Exhibit 16.01 (the "Maintenance Subsidy Reduction"). In the event that the Maintenance Subsidy Reduction in any Season exceeds the amount calculated pursuant to clause (i) above for such Season, the Team shall remit the difference to the Authority on November 15 of the year in which the Season ended.

The Maintenance Subsidy shall be paid one-half on July 15 during each Season and the balance on November 15 during such Season. The Maintenance Subsidy shall be paid in the amounts set forth above irrespective of actual costs incurred by the Team for Routine Maintenance and other operational costs."

7. New Article XXXVI. A new article, designated as Article XXXVI, is hereby added to the Agreement as follows:

"ARTICLE XXXVI
NEW STADIUM NAME

Section 36.01. Name of Stadium during Naming Rights Period.

During the period (the "Naming Rights Period") from the date hereof until November 30, 2028, the name of the Stadium shall be U.S. Cellular Field or such other name as may be determined by the Team ("U.S. Cellular Field." or such other name, being referred to as the "Stadium Name"), provided that the Team will not change or consent to any change of the Stadium Name from "U.S. Cellular Field" without the prior written approval of the Authority, which approval shall not be unreasonably withheld.

Section 36.02. Grant of Sub-License.

The Team hereby grants and sublicenses to the Authority the non-exclusive irrevocable royalty-free right and license to use the Stadium Name and any depiction thereof in use by the Team in connection with its corporate purposes: provided that the Authority shall not use the Stadium Name or depiction in a manner that is likely to deceive or to cause confusion or mistake as to (A) the affiliation, connection, or association of a third party with USCC; or (B) the endorsement, sponsorship or approval by USCC of a third-party's products or services, in either case without USCC's prior written approval, which shall not be unreasonably withheld; and provided further that from and after the end of the Naming Rights Period, the Authority shall have the right to continue to use the Stadium Name and depictions in ordinary typeface and/or stylized form only until such time as the Team shall notify

the Authority in writing to cease any particular use(s) of the Stadium Name, in which event the Authority shall have a commercially reasonable amount of time to cease such particular use(s).

Section 36.03. Use of Stadium Name.

From and after the date hereof until the end of the Naming Rights Period, the Authority and the Team shall use the Stadium Name when referring to the Stadium, except it shall not be a breach of this provision for the Authority or the Team to refer to the Stadium as “Comiskey Park” for nostalgic or historical purposes or in a nostalgic or historical context.

Section 36.04. Costs Associated with the Change of the Stadium Name.

As between the Authority and the Team, and without diminishing the Team’s rights against USCC, the Team shall bear all costs associated with the change of the Stadium Name, and the construction and installation of necessary signage, subject to the rights of the Team to be reimbursed for the costs and expenses, including, without limitation, its attorneys’ fees, for the change of the name from Comiskey Park to U.S. Cellular Field from the proceeds of the Series 2003 Bonds issued by the Authority under the provisions of Article XXXVII. In the event the Series 2003 Bonds are not issued, the Team shall not be reimbursed for such costs.

Section 36.05. Indemnification of the Authority.

(a) The Team shall cause USCC to defend, hold harmless and indemnify the Authority, its officers, members, employees and agents (the “Authority Indemnitees”) from and against any and all claims, actions, judgments, damages, liabilities and expenses including, without limitation, reasonable attorneys’ and investigative fees, (collectively, the “Claims”) imposed upon, incurred by or asserted against the Authority Indemnitee with respect to any allegation that the Stadium Name or depiction or use thereof violates or infringes upon the trademark, trade name, copyright or other proprietary rights of any other person, except Claims resulting from an Authority Indemnitee’s negligence, willful misconduct or fraud.

(b) Whenever an Authority Indemnitee under this section receives notice of any potential claim by a third party (the “Third Party Claim”) which may be subject to indemnity, the Authority Indemnitee shall promptly notify the Team and the Team shall in turn notify USCC. USCC shall be entitled to assume the defense of such Third Party Claim by counsel designated by it and reasonably acceptable to the Authority Indemnitee, provided that the Team will cause USCC to agree not to settle or compromise any such Third Party Claim, or consent to the entry of any judgment without the written consent of the Authority Indemnitee (which consent shall not be unreasonably withheld), unless such settlement, compromise or judgment (i) includes an unconditional release of such Authority Indemnitee from all liability on any claims that are the subject matter of such action; and (ii) does not include a statement as to or an admission of, fault, culpability, or failure to act by or on behalf of an Authority

Indemnatee. After timely notice from USCC to the Authority Indemnatee of its election to assume the defense of a Third Party Claim, USCC will not be liable to the Authority Indemnatee under this Section for any legal or other expenses subsequently incurred by the Authority Indemnatee in connection with the defense thereof, other than reasonable costs of investigation, provided, however, that if in the judgment of counsel selected by USCC, USCC and the Authority Indemnatee have conflicting interests that would make it inappropriate for same counsel to represent them, the Authority Indemnatee may select separate counsel for its representation, at USCC's expense. The Authority Indemnatee shall fully cooperate with and timely assist USCC with defense of such Third Party Claim. If USCC fails to assume the defense of such Third Party Claim as soon as reasonably possible, and in any event prior to the earlier of twenty (20) days after the receipt of notice of the Third Party Claim or (assuming such notice has been received) five (5) days before the date an answer to the complaint or a similar initiation of legal proceedings shall be due, the Authority Indemnatee shall have the right to undertake, at USCC's expense, the defense, compromise or settlement of any such Third Party Claim on behalf of and at the risk and expense of USCC.

Section 36.06. USCC Store and Kiosk.

Between the Authority and the Team and without diminishing the Team's rights against USCC, the Team shall be solely responsible for the design, construction and maintenance of any kiosk or store to be used by USCC in the Stadium and shall bear all costs associated therewith.

Section 36.07. USCC Improvements.

The Authority hereby authorizes the Team to permit USCC to perform, at USCC's expense, reasonable testing and studies regarding the level of wireless services provided by USCC at the Stadium. In the event that USCC proposes to the Team as a result of such testing and study to undertake improvements in or around the Stadium to improve wireless reception, such improvements shall not be undertaken without the prior written approval of the Authority of the plans and specifications for such, the contractors or personnel undertaking such improvements, the insurance carried by such contractors or personnel, the schedule for such improvements and other related matters. Between the Authority and the Team and without diminishing the Team's rights against USCC, the Team shall be responsible for all costs of design, permitting, construction, insurance and maintenance of any such improvements.

Section 36.08. Signs.

(a) The Authority approves the installation of the various signs designating the Stadium Name on the Stadium and Premises at the exterior and interior placements described in Exhibit 36.08. As between USCC and the Authority, and without diminishing the Team's rights against USCC, the cost of designing, permitting, constructing, installing all such signs and removing existing signs and

obtaining the necessary governmental approvals therefor shall be paid by the Team, except, upon the issuance of the Series 2003 Bonds by the Authority as described in Article XXXVII, those costs for the initial exterior and interior placements of the signs changing the name to U.S. Cellular Field may be reimbursed to the Team from the proceeds of any such bonds. Any amounts reimbursed to the Team hereunder shall be included as a cost within the Phase 4 Renovation Budget described in Section 37.02. In the event the Series 2003 Bonds are not issued, the Team shall not be reimbursed for such costs.

(b) If and to the extent the Authority has the right pursuant to the Management Agreement to conduct Special Events in the Stadium (and without diminishing the Team's rights with respect thereto as provided in the Management Agreement), the Authority agrees that the various signs listed on Exhibit 36.08 will not be altered, distorted, obstructed or covered in connection with Special Events.

Section 36.09 Binding Dispute Resolution.

In the event the Team refuses to approve a change in Stadium Name requested by USCC (which refusal may occur because the Team objects to such name change and/or because the Authority has reasonably withheld its approval thereof), and USCC shall dispute the reasonableness of such refusal, then USCC and the Team have agreed that any such dispute shall be submitted to a binding arbitration. If the Authority has objected to such name change, then the Team will use commercially reasonable efforts to enable the Authority to participate in any such arbitration and if that is not possible, the Team will use commercially reasonable efforts to ensure that the Authority's position is adequately represented in the arbitration. The Authority agrees that the decision rendered in any such arbitration shall be binding on the Authority as well as the Team."

8. New Article XXXVII. A new article, designated as Article XXXVII, is hereby added to the Agreement as follows:

"ARTICLE XXXVII
PHASE 4 RENOVATIONS

Section 37.01. Issuance of Bonds.

(a) As soon as reasonably possible, the Authority agrees to use commercially reasonable efforts to issue a series of Illinois Sports Facilities Authority Sports Facilities Bonds (the "Series 2003 Bonds") on terms acceptable to the Authority and the Team. Except to the extent that certain amounts of the Maintenance Subsidy Reduction are included in Net Proceeds as described in Section 37.02(a), the parties acknowledge that the scheduled debt service on the Series 2003 Bonds in each fiscal year of the Authority should be as similar as practicable to the Maintenance Subsidy Reductions for each corresponding Season as shown on Exhibit 16.01. The Team will provide assistance and information reasonably requested by the Authority in connection with the issuance of the Series 2003 Bonds.

(b) In connection with the issuance of the Series 2003 Bonds, the Authority and the Team agree that the Authority may covenant to Ambac Assurance Corporation (“Ambac”) in the Guaranty Agreement to be entered into between the Authority and Ambac, relating to a debt service reserve surety bond for the Series 2003 Bonds and the other bonds of the Authority outstanding as of the date hereof, that the Authority will maintain while the Series 2003 Bonds are outstanding within the Comiskey Park Capital Repairs Account (or another Authority fund, at the discretion of the Authority), an amount (the “Authority Reserved Funds”) equal to: (A) \$88,510,000, less (B) the annual City Subsidy Moneys (as defined in the Indenture of Trust between the Authority and LaSalle Bank National Association (as successor in interest to American National Bank and Trust Company of Chicago), dated as of June 1, 1999, as amended (the “Indenture”)), less (C) the net proceeds of the tax imposed by the State Hotel Tax Act (as defined in the Indenture) from which deposits to the Illinois Sports Facilities Fund (as defined in the Indenture) may be made. Notwithstanding the provisions of any other agreement between the Authority and the Team, Authority Reserved Funds may not be used to satisfy any obligations to the Team under the Management Agreement, but may be used by the Authority to pay obligations owing to Ambac if the Authority does not have available other Revenues (as defined in the Indenture) pledged under the Indenture. The Authority agrees that it will not consent to a change in the formula for determining the amount of Authority Reserved Funds, if such change would result in an increase in the amount required to be maintained in the Comiskey Park Capital Repairs Account, without the prior consent of the Team, which consent shall not be unreasonably withheld.

Section 37.02. Renovations to the Stadium.

(a) Phase 4 Renovations and Net Bond Proceeds. Exhibit 37.02 attached hereto is a list of the renovations that the parties desire to construct using the proceeds from the Series 2003 Bonds (the “Phase 4 Renovations”). Before the sale of the Series 2003 Bonds by the Authority, the Authority and the Team shall agree upon an estimate of (i)(1) the amount of proceeds available from the issuance of the Series 2003 Bonds, after payment of all costs of issuance of and reasonable reserves with respect to the Series 2003 Bonds; (2) the earnings on the proceeds of the Series 2003 Bonds, (3) the amount by which the Maintenance Subsidy Reductions in the Authority fiscal years 2004, 2005 and 2006 exceed the debt service on the Series 2003 Bonds in those fiscal years, and (4) any amounts to be contributed by the Team and (ii) a budget for the Phase 4 Renovations (the “Phase 4 Renovation Budget”) which shall include, without limitation, (1) all design, engineering, construction, management, owner’s, utilities, and in-house contractor costs (all based on bids received by the Authority to the extent available); (2) amounts to be reimbursed to the Team under Sections 36.04, 36.08 and 37.02(d); (3) a reasonable contingency; (4) construction manager’s fees and attorneys’ and other professional fees of the Team and the Authority; and (5) other fees and expenses. The estimates of items (i) (1), (2), (3) and (4) above shall be adjusted from time to time after the issuance of the Series 2003 Bonds to reflect the actual amount of each item and shall be collectively referred to as the “Net Proceeds”.

(b) Cost Limitation. The Phase 4 Renovation Budget as determined in the preceding paragraph may not exceed the Net Proceeds. To achieve this limitation, the parties may reduce the scope of the Phase 4 Renovations, including eliminating components thereof described on Exhibit 37.02 or the Team may pay for a portion of the Phase 4 Renovations from its own funds. The Authority shall cause to be constructed the Phase 4 Renovations at a cost to the Authority no greater than the Net Proceeds.

(c) Design Process. The Authority has retained one or more architects and engineers acceptable to the Team to design the Phase 4 Renovations. The Team shall continue to participate in the design of the Phase 4 Renovations and shall have the right to approve all construction drawings and specifications therefor before the Authority (or its designee) requests bids for the work.

(d) Preliminary Design Costs. The Authority and the Team acknowledge that it will be necessary to incur certain costs related to the design and permitting of the Phase 4 Renovations before the sale of the Series 2003 Bonds. As soon as reasonably practicable, the Authority and the Team shall agree on any such costs to be incurred. The amount of such costs shall be advanced by the Team to the Authority for payment to parties to whom such amounts are owed. In the event the Series 2003 Bonds are issued, the Team shall be reimbursed for such amounts out of the proceeds of the Series 2003 Bonds. In the event the Series 2003 Bonds are not issued, the Team shall not be reimbursed for such costs.

(e) Construction Process. The Team shall designate one or more individuals to represent the Team during the design and construction process who shall attend periodic meetings with the Authority, its architect, engineer and contractors and participate in any consideration of change orders. The Authority shall provide the Team with notice of all construction contracts and any change orders, which shall be deemed approved by the Team unless disapproved in writing within three (3) business days after the Team is notified thereof. In the event of such disapproval, the Authority hereby agrees that except as hereinafter provided in paragraph (g) of this Section 37.02, the Authority will refrain from entering into such disapproved construction contract or change order.

(f) In-House Contractors. Upon issuance of a written authorization by the Authority, the Team, on behalf of the Authority, shall arrange for the performance of certain of the Phase 4 Renovations described in the written authorization through its in-house contractors, and the Authority shall reimburse the Team for such work for a fixed price or on a time and materials basis (but not to exceed a maximum price), as described in the written authorization. All such payments to the Team shall be applied against and included within the Phase 4 Renovation Budget.

(g) Payment of Costs. The Authority shall not be obligated to pay any costs of the Phase 4 Renovations in excess of the Net Proceeds. In the event the Authority determines that the costs of the Phase 4 Renovations are likely to exceed the Net Proceeds, the Authority and the Team shall confer about what change orders should

be implemented to reduce the final expected cost of the Phase 4 Renovations to an amount equal to the Net Proceeds. To the extent that Phase 4 Renovation costs are not so reduced, the Team shall be entitled to provide to the Authority amounts necessary to fund such shortfall. In the event the parties cannot agree on the change orders to be implemented, or the Team does not provide funds to cover any such shortfall, the Authority shall have the right to execute change orders with respect to the Phase 4 Renovations that reduce expenditures by the Authority to an amount equal to the Net Proceeds without the consent of the Team.

(h) Net Proceeds in Excess of Final Costs. In the event that, after a final accounting, the Net Proceeds exceed the actual costs of the Phase 4 Renovations, such excess shall first be paid to the Team up to the amount provided by the Team to the Authority pursuant to Sections 37.02(b) and (g) and then on projects in the Stadium as may be agreed upon by the Team and the Authority.

(i) Stadium Components. For purposes of Articles VI, VII and XVII hereof, the Phase 4 Renovations shall be deemed “Components” of the Stadium.

9. Authority Covenants and Representations. The Authority makes the following covenants and representations to the Team, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Amendment:

(a) Authorization. The making, execution, delivery, and performance of this Amendment by the Authority has been duly authorized and approved by requisite action of the members of the Authority, and this Amendment has been duly executed and delivered by the Authority and constitutes a valid and binding obligation of the Authority, enforceable in accordance with its terms.

(b) Effect of Amendment. Neither the execution and delivery of this Amendment by the Authority nor the Authority’s performance of any obligation hereunder (i) constitutes a violation of any law, ruling, regulation, or order to which the Authority is subject, or (ii) constitutes a default of any term or provision under any other agreement or document to which the Authority is a party or is otherwise bound.

10. Team Covenants and Representations. The Team makes the following covenants and representations to the Authority, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Amendment:

(a) Authorization. The making, execution, delivery, and performance of this Amendment by the Team has been duly authorized and approved by all requisite action of the board of directors of the General Partner of the Team, and this Amendment has been duly executed and delivered by the Team and constitutes a valid and binding obligation of the Team, enforceable in accordance with its terms.

(b) Effect of Amendment. Neither the execution and delivery of this Amendment by the Team nor the Team's performance of any obligation hereunder (i) constitutes a violation of any law, ruling, regulation, or order to which the Team is subject, or (ii) constitutes a default of any term or provision under any other agreement or document to which the Team is a party or is otherwise bound.

(c) Naming Rights Payments. The payments to be received by Team with respect to the Naming Rights during the Naming Rights Period total \$68 million, payable in the amount of \$3.4 million per year beginning 2003 and terminating in 2022. In addition to amounts reflecting the commercial value of the name of a sports facility in the Chicago market, such payments include amounts to compensate the Team for a suite, promotions, advertising, tickets and similar Team inventory and amounts to compensate the Team for restrictions placed on the Team's advertising rights ("USCC Exclusivity Rights"). If and to the extent the Team amends its agreement with USCC and thereby receives additional payments for Naming Rights, such amounts shall be used in the Stadium in a manner agreed upon between the Team and the Authority. To the extent that any such additional payments are reasonably attributable to additional suites, promotions, advertising, tickets and similar Team inventory, or to expanded USCC Exclusivity Rights, such payments shall not be subject to this limitation. It is intended that this limitation apply only to additional amounts paid for the right of a sponsor to name the Stadium or Premises.

(d) License. The Team has the full power and authority to grant the Authority a non-exclusive, irrevocable, royalty-free right and license to use the Stadium Name, and any depiction thereof in connection with the corporate purposes of the Authority.

11. Incorporation of Exhibits. Exhibits 16.01, 36.08 and 37.02 annexed hereto are hereby incorporated by reference into the Management Agreement, as hereby amended.

12. Repeal of Prior Amendments. The Fourteenth Amendment and the Fifteenth Amendment are hereby repealed and replaced by this Amendment.

13. Effectiveness of Management Agreement. Except as set forth herein, the Management Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: _____
Alexander R. Lerner, Chairman

CHICAGO WHITE SOX, LTD.

By: **Chisox Corp.**

By: _____
Executive Vice President

EXHIBIT 16.01

MAINTENANCE SUBSIDY REDUCTION

<u>Season</u>	<u>Authority Fiscal Year</u>	<u>Maintenance Subsidy Reduction</u>
2003	2004	\$2,669,000
2004	2005	2,722,000
2005	2006	2,777,000
2006	2007	2,832,000
2007	2008	2,889,000
2008	2009	2,947,000
2009	2010	3,006,000
2010	2011	3,066,000
2011	2012	3,127,000
2012	2013	3,190,000
2013	2014	3,253,000
2014	2015	3,318,000
2015	2016	3,385,000
2016	2017	3,452,000
2017	2018	3,521,000
2018	2019	3,592,000
2019	2020	3,664,000
2020	2021	3,737,000
2021	2022	3,812,000
2022	2023	3,888,000
2023	2024	3,966,000
2024	2025	4,045,000
2025	2026	4,126,000
2026	2027	4,208,000
2027	2028	4,293,000
2028	2029	4,378,000

EXHIBIT 36.08

SIGN LOCATIONS

Exterior Placements

The Stadium Name shall be displayed on the exterior of the Stadium substantially in accordance with the following, provided, however, that while permanent signage to accommodate the Exterior Placements is being built or installed, the Team shall install temporary signage of comparable size with reasonably equivalent exposure.

1. One (1) illuminated sign on the east/southeast end of the Stadium, situated on the back of the first panel to the north of the centerfield videoboard (facing I-90/94). The approximate size of this sign will be 13.5' X 80'. The temporary sign shall also be illuminated.
2. One (1) illuminated sign on the northeast corner of the Stadium (facing (I-90/94). This sign will be mounted on the fascia of Ramp Number 6 and will be approximately 7' x 40'. The temporary sign shall also be illuminated.
3. One (1) sign on the northwest corner of the Stadium, situated above the entrance to Gate 4. This sign will be etched into the architectural precast with an approximate dimension of 4' by 24'.
4. One (1) sign on the south side of the Stadium, situated near the Stadium Club Entrance. This sign will be etched into the architectural precast with an approximate dimension of 4' by 24'.
5. One (1) backlit sign on each side of the existing I-90-94 marquee board outside the Stadium in replacement of "Comiskey Park." This sign will be approximately 7' by 12.5'.
6. Two (2) signs painted on the top surface on the upper deck roof of the Stadium (to be installed and displayed before the first Home Game of the 2005 regular season). The approximate dimension of these signs will be 40' x 230'. During Home Games, to the extent that the ambient light is not sufficient to cause the signs to be visible during a standard aerial television camera shot, the Team will supplement the ambient light with additional lighting as permitted by applicable laws and ordinances.
7. One (1) illuminated sign on the back of the upper deck of the Stadium facing north, the content and location of which will be agreed upon by the parties. The approximate size of the sign will be 5' by 30'.

Interior Placements

The Stadium Name shall be displayed in the interior of the Stadium substantially in accordance with the following, provided, however, that while permanent signage to

accommodate the Interior Placements is being built or installed, the Team shall install temporary signage of comparable size with reasonably equivalent exposure:

1. One (1) sign on the centerfield scoreboard. Approximate dimension of 12' by 70'. This sign to be lighted during each Game played at the Stadium during the Term.

EXHIBIT 37.02
PHASE 4 RENOVATIONS

- Upper Deck Renovation, including New Roof Canopy and Kalwall Enclosure
- New FUNdamentals Deck in Left Field
- Lower Terrace Suite Balcony Expansion
- New TV Truck Dock
- Wayfinding Signs/Graphics
- Parking Lot “L” Development
- Out-of-town Matrix Board
- Upper Deck Roof Canopy/Outfield Sound System
- Any additional renovations or improvements to the Stadium or the Premises as may be agreed to in writing by the Authority and the Team

FIFTEENTH AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT (the "Amendment") is made as of the 29th of May, 2003, by and between the ILLINOIS SPORTS FACILITIES AUTHORITY ("Authority") and the CHICAGO WHITE SOX, LTD., an Illinois limited partnership ("Team").

R E C I T A L S :

A. The parties hereto are parties to a Management Agreement dated June 29, 1988 (such agreement, as amended by fourteen (14) previous amendments is hereinafter referred to as "the Agreement" or "this Agreement"), relating to the construction and operation of a stadium for the Team now known as U.S. Cellular Field (the "Stadium").

B. The Authority and the Team previously entered into the Fourteenth Amendment to Management Agreement, dated as of March 31, 2003, (the "Fourteenth Amendment") relating to, among other items, the Phase 4 Renovations (as defined in the Fourteenth Amendment), to be financed with moneys available to the Authority upon the issuance of bonds by the Authority.

C. The parties desire to amend the Agreement further in relation to the Phase 4 Renovations and the issuance of bonds by the Authority, by extending the term of the Agreement, extending the reduction of the Maintenance Subsidy (as defined in the Fourteenth Amendment) by the Team and modifying the description of the Phase 4 Renovations, in the manner hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. Terms defined herein that are not defined in the Agreement are hereby incorporated by reference to the Agreement.

2. Length of Term. Section 2.05 of the Agreement is hereby amended and restated to read in its entirety as follows: "The "Original Term" of this Agreement shall end on November 30, 2028."

3. Extension Options. Section 2.06 of the Agreement is hereby amended and restated to read in its entirety as follows: "Team shall have the option to extend the term of this Agreement for two (2) additional years beyond the Original Term (the "Extension Term"). Such extension option may be exercised by the Team by notice given to the Authority on or before November 30, 2027. Such extension option is not exercisable if the Team is in Default hereunder either at the time of the exercise thereof or at the commencement of the Extension Term. The terms and conditions applicable during the Extension Term shall be as set forth in this Agreement. The Original Term and the Extension Term are sometimes referred to herein collectively as the "Term.""

4. Maintenance Subsidy. Exhibit 16.01 to the Agreement, as added by the Fourteenth Amendment, is hereby amended and restated as attached hereto as Exhibit 16.01A. In addition, Section 16.01 of the Agreement, as amended by the Fourteenth Amendment, is hereby further amended and restated to read as follows:

“Section 16.01. Maintenance Subsidy. The Authority agrees to pay the Team for each Season during the Term a subsidy in order to reimburse the Team on account of its obligations for Routine Maintenance and other Team operational costs (“Maintenance Subsidy”). The amount of the Maintenance Subsidy shall be determined as follows:

(a) During the First Period, the Maintenance Subsidy shall be Two Million Dollars (\$2,000,000) per Season, except the Maintenance Subsidy during the 2000 Season shall be One Million Dollars (\$1,000,000).

(b) For the 2001 and 2002 Seasons and for each season during any Extension Term as extended under Section 2.06, the Maintenance Subsidy shall be equal to the sum of Two Million Dollars (\$2,000,000) multiplied by a fraction, the numerator of which is the CPI for the month of May during such Season, and the denominator of which is the CPI for the month of May, 1991.

(c) For each Season during the remainder of the Original Term, the last Season of which is the 2028 Season, the Maintenance Subsidy shall be the difference between (i) Two Million Dollars (\$2,000,000), multiplied by a fraction, the numerator of which is the CPI for the month of May during such Season and the denominator of which is the CPI for the month of May, 1991, and (ii) the amount attributable to that Season on Exhibit 16.01A (the “Maintenance Subsidy Reduction”). In the event that the Maintenance Subsidy Reduction in any Season exceeds the amount calculated pursuant to clause (i) above for such Season, the Team shall remit the difference to the Authority on November 15 of the year in which the Season ended.

The Maintenance Subsidy shall be paid one-half on July 15 during each Season and the balance on November 15 during such Season. The Maintenance Subsidy shall be paid in the amounts set forth above irrespective of actual costs incurred by the Team for Routine Maintenance and other operational costs.”

5. Name of Stadium during Naming Rights Period. Section 36.01 of the Agreement, as added by the Fourteenth Amendment, is hereby amended and restated to read as follows:

“Section 36.01. Name of Stadium during Naming Rights Period. During the period (the “Naming Rights Period”) from the date hereof until November 30, 2028, the name of the Stadium shall be U.S. Cellular Field or such other name as may be determined by the Team (“U.S. Cellular Field,” or such other name, being referred to as the “Stadium Name”), provided that the Team will not change or consent to any change of the Stadium Name from “U.S. Cellular Field” without the prior written approval of the Authority, which approval shall not be unreasonably withheld.”

6. Phase 4 Renovations. Exhibit 37.02 to the Agreement, as added by the Fourteenth Amendment, is hereby amended and restated as attached hereto as Exhibit 37.02A.

7. Authority Covenants and Representations. The Authority makes the following covenants and representations to the Team, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Amendment:

(a) Authorization. The making, execution, delivery, and performance of this Amendment by the Authority has been duly authorized and approved by requisite action of the members of the Authority, and this Amendment has been duly executed and delivered by the Authority and constitutes a valid and binding obligation of the Authority, enforceable in accordance with its terms.

(b) Effect of Amendment. Neither the execution and delivery of this Amendment by the Authority nor the Authority's performance of any obligation hereunder (i) constitutes a violation of any law, ruling, regulation, or order to which the Authority is subject, or (ii) constitutes a default of any term or provision under any other agreement or document to which the Authority is a party or is otherwise bound.

8. Team Covenants and Representations. The Team makes the following covenants and representations to the Authority, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Amendment:

(a) Authorization. The making, execution, delivery, and performance of this Amendment by the Team has been duly authorized and approved by all requisite action of the board of directors of the General Partner of the Team, and this Amendment has been duly executed and delivered by the Team and constitutes a valid and binding obligation of the Team, enforceable in accordance with its terms.

(b) Effect of Amendment. Neither the execution and delivery of this Amendment by the Team nor the Team's performance of any obligation hereunder (i) constitutes a violation of any law, ruling, regulation, or order to which the Team is subject, or (ii) constitutes a default of any term or provision under any other agreement or document to which the Team is a party or is otherwise bound.

9. Incorporation of Exhibits. Exhibits 16.01A and 37.02A annexed hereto are hereby incorporated by reference into the Management Agreement, as hereby amended.

10. Effectiveness of Management Agreement. Except as set forth herein, the Management Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: Alexander R. Lerner
Alexander R. Lerner, Chairman

CHICAGO WHITE SOX, LTD.

By: Chisox Corp.

By: [Signature]
Executive Vice President

EXHIBIT 16.01A

MAINTENANCE SUBSIDY REDUCTION

<u>Season</u>	<u>Authority Fiscal Year</u>	<u>Maintenance Subsidy Reduction</u>
2003	2004	\$2,669,000
2004	2005	2,722,000
2005	2006	2,777,000
2006	2007	2,832,000
2007	2008	2,889,000
2008	2009	2,947,000
2009	2010	3,006,000
2010	2011	3,066,000
2011	2012	3,127,000
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2015	2016	3,385,000
2016	2017	3,452,000
2017	2018	3,521,000
2018	2019	3,592,000
2019	2020	3,664,000
2020	2021	3,737,000
2021	2022	3,812,000
2022	2023	3,888,000
2023	2024	3,966,000
2024	2025	4,045,000
2025	2026	4,126,000
2026	2027	4,208,000
2027	2028	4,293,000
2028	2029	4,378,000

EXHIBIT 37.02A

PHASE 4 RENOVATIONS

- Upper Deck Renovation, including New Roof Canopy and Kalwall Enclosure
- New FUNdamentals Deck in Left Field
- Lower Terrace Suite Balcony Expansion
- New TV Truck Dock
- Wayfinding Signs/Graphics
- Parking Lot "L" Development
- Out-of-town Matrix Board
- Upper Deck Roof Canopy/Outfield Sound System
- Any additional renovations or improvements to the Stadium or the Premises as may be agreed to in writing by the Authority and the Team

SIXTEENTH AMENDMENT TO MANAGEMENT AGREEMENT

THIS SIXTEENTH AMENDMENT TO MANAGEMENT AGREEMENT (the “Amendment”) is made as of the 21st day of December, 2006 by and between the **ILLINOIS SPORTS FACILITIES AUTHORITY** (the “Authority”) and the **CHICAGO WHITE SOX, LTD.**, an Illinois limited partnership (the “Team”).

RECITALS:

A. The parties hereto are parties to a Management Agreement dated June 29, 1988 (as amended, the “Agreement”), relating to the construction and operation of a stadium for the Team (the “Stadium”). The Agreement has been amended by fifteen (15) previous amendments (one of which, the Fourteenth Amendment, has been amended and restated pursuant to the Amended and Restated Fourteenth Amendment to Management Agreement dated August 11, 2003 (as so amended and restated, “the Fourteenth Amendment”), and another, the Fifteenth Amendment, has been repealed by the Fourteenth Amendment).

B. The Team entered into that certain Agreement for Purchase and Sale dated July 15, 2006 with Chicago Title and Trust Company as Successor Trustee under Trust No. 110549-05 (as amended, the “Purchase Agreement”), pursuant to which the Team has purchased the real estate legally described in Exhibit 38.01 attached hereto (“the West Parcel”) and other property. Pursuant to the Eighth Amendment to the Agreement, the Team has previously caused to be conveyed to the Authority the property legally described in Exhibit 38.02 (“Lot L”). Together Lot L and the West Parcel (collectively the “Parking Parcel”) will be suitable for use as additional parking facilities for the Stadium.

C. The Authority and the Team have agreed on certain matters relating to the Parking Parcel as hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. Terms defined herein that are not defined in the Agreement are hereby incorporated by reference to the Agreement.

2. New Article XXXVIII. A new article, designated as Article XXXVIII, is hereby added to the Agreement as follows:

“ARTICLE XXXVIII

PARKING LOT IMPROVEMENTS

Section 38.01 Definitions. The following terms shall have the following meanings:

“Environmental Laws” shall mean any Laws (whether now existing or hereafter enacted or promulgated) (including, without limitation, the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901 *et seq.*), Safe Drinking Water Act (42 U.S.C. Section 300f *et seq.*),

Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1802 *et seq.*), the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*), and other Laws relating to or imposing liability or standards of conduct concerning Hazardous Materials.

“Hazardous Materials” shall mean asbestos, lead, PCBs, petroleum products, solid waste, special waste and any hazardous, toxic or dangerous waste, substance or material.

“Laws” shall mean any Federal, State or local laws, statutes, ordinances, rules, regulations, permits, licenses, approvals, decrees and orders of public authorities.

Section 38.02 Demolition and Conveyance

a. As soon as practicable after closing under the Purchase Agreement, the Team shall cause all improvements on the West Parcel to be demolished to grade level in accordance with all applicable Laws (including, without limitation, all Environmental Laws) (“the Demolition”), at the Team’s sole cost and expense. All debris and other waste created by such Demolition shall be removed from the West Parcel and properly disposed at the Team’s sole cost and expense off the Premises in accordance with applicable Laws.

b. Following the demolition of all improvements on the West Parcel in accordance with Section 38.02(a) above, the Team shall donate the West Parcel to the Authority, by special warranty deed, subject only to the exceptions identified on attached Exhibit 38.03 (the “Permitted Exceptions”). Upon such donation, the Team shall cause Chicago Title Insurance Company to issue an ALTA owner’s title policy insuring the Authority as the owner of the West Parcel, subject only to the Permitted Exceptions, in such amounts as the Authority shall determine. The Authority shall pay the cost of such title policy. The Team will pay all recording, transfer tax, escrow and other costs and charges in connection with conveyance of the West Parcel to the Authority. In addition, and notwithstanding such donation, the Team will be responsible for, and shall pay prior to the date due, any real estate taxes assessed against the West Parcel for the year in which such donation occurs and any prior years, whether or not such taxes are payable before or after such donation; provided that Authority will cooperate with the Team to seek an exemption from real estate taxes for the period from and after conveyance to the Authority. The Team shall indemnify, defend and hold the Authority harmless from any such real estate taxes, or any claim or lien for real estate taxes, for which the Team is responsible under this paragraph.

c. Notwithstanding the foregoing, in the sole discretion of the Chief Executive Officer of the Authority, the Authority may accept donation of the West Parcel from the Team prior to the demolition of all improvements on the West Parcel. In such event, the Team shall be responsible for such demolition after transfer of the West Parcel to the Authority in accordance with all requirements of this Article XXXVIII.

Section 38.03 Remediation.

a. The Team has obtained reports from environmental consultants indicating the possible presence of certain Hazardous Materials on the West Parcel. Exhibit 38.04 attached hereto sets forth a description of the reports and the nature of the Hazardous Materials. The Team agrees, at its sole cost and expense, as soon as practicable (i) to cause the West Parcel to be remediated to the extent required by Environmental Laws; (ii) to enter the entire West Parcel into the Site Remediation Program of the Illinois Environmental Protection Agency and obtain a No Further Remediation Letter (“NFR Letter”) therefor; (iii) to close and remove all underground storage tanks, if any, from the West Parcel; and (iv) restore the West Parcel consistent with its use as a parking lot in accordance with the Parking Improvement Plans (as hereinafter defined). (The work necessary to do (i), (ii), (iii) and (iv) hereinafter referred to as the “Remediation”). The parties presently contemplate that the Remediation shall consist at a minimum of the work described in Exhibit 38.04, but the Remediation is not limited by Exhibit 38.04. It is the intent of the parties that the Remediation shall enable the West Parcel to be utilized as a parking facility in accordance with all Environmental Laws and the Team shall obtain an NFR Letter consistent with such use. The NFR Letter may be premised upon commercial/industrial use of the West Parcel, and upon such institutional control as to which the Authority may consent in its sole discretion. The Authority hereby consents to use of an engineered barrier as an institutional control and use of the restriction upon withdrawal of groundwater within the City of Chicago as an institutional control.

b. With respect to any materials transported from or disposed off of the West Parcel, the Team shall cause all necessary manifests and similar documents to be executed showing the Team or the Team’s contractor as the generator, arranger, shipper, and/or owner of the materials being transported or disposed.

Section 38.04 Governmental Approvals. In relation to the Parking Parcel, the Authority shall undertake the following activities:

a. All necessary applications to enable the Parking Parcel to be legally operated as a surface parking lot, including, if the Authority deems it appropriate, the incorporation of the Parking Parcel into the existing Planned Development (the “Planned Development”) under the City of Chicago’s zoning ordinances in which the Stadium is presently included. Notwithstanding the foregoing, the vendor providing parking services at the Premises shall be responsible for obtaining and paying for all approvals and licenses necessary to undertake parking operations on the Parking Parcel.

b. Filing of a petition seeking the vacation of 38th Street adjacent to the northern boundary of the Parking Parcel, upon which such vacated street shall be included for all purposes hereunder in the Parking Parcel.

The Team shall cooperate and assist the Authority as necessary in filing the applications and petitions described above.

Section 38.05 Team Development of Parking Improvement Plans. At such time as the Team shall be able to determine the design requirements of the proposed parking lot necessitated by the Planned Development ordinance (as may be amended by the incorporation of the Parking Parcel therein) and applicable Laws, the Team shall undertake the preparation of drawings and specifications (“Parking Improvement Plans”) for the construction and installation of all improvements to the Parking Parcel necessary for the operation of the Parking Parcel as a surface parking facility to be used in conjunction with the existing parking facilities which are part of the Premises, including but not limited to finish grading, paving, fencing, gates, landscaping, striping and lighting (collectively, the “Parking Improvements”). The Parking Improvement Plans may be a component of a so-called “design-build” contract with a contractor. The contractor or contractors retained by the Team to construct the Parking Improvements are referred to herein as the “Parking Contractor.” The identity of the Parking Contractor shall be subject to approval by the Authority.

The Parking Improvement Plans shall: (i) comply with all applicable Laws and the Planned Development; (ii) comply with all requirements of the City of Chicago, including, without limitation, all requirements of the City relating to stormwater runoff and/or permeable paving practices; and (iii) be subject to the written approval of the Authority prior to commencement of construction. Once approved, the Parking Improvement Plans may only be changed with the prior written approval of the Authority. Neither the Authority nor any of its agents or representatives shall be, and any approvals by the Authority or any of its agents or representatives shall not make or be deemed to make the Authority (or any such agent or representative), responsible in any respect whatsoever for compliance of the Parking Improvement Plans or any other drawings, plans or specifications with applicable Laws or for the other design aspects of the Parking Improvements, nor shall any such approvals waive, release or otherwise affect, or be deemed to waive, release or otherwise affect, any claim that the Authority may have with respect to the Parking Improvement Plans.

The Authority agrees that with respect to all approvals to be given by Authority pursuant to this Section 38.05, such approvals will not unreasonably be withheld or delayed.

38.06 Team Construction of Parking Improvements. Following completion and approval of the Parking Improvement Plans, the Team shall proceed to cause the Parking Improvements to be constructed, subject to and in accordance with the following:

a. Prior to commencement of construction, Authority will submit the Parking Improvement Plans to the City of Chicago and use commercially reasonable efforts to secure all necessary building and other permits with respect to the Parking Improvements as soon as possible. The Team shall pay all permit fees payable in consideration of such permits. Team shall not commence any portion of the Parking Improvements until any governmental permits or approvals required to commence such work have been obtained.

b. Team shall cause the Authority and its officers, directors, agents, representatives and employees (the “Authority Parties”), to be named express, direct beneficiaries, warrantees and loss payees under any indemnities or warranties provided

by the Parking Contractor and any other contractors, architects, engineers, or other professionals involved in the Demolition, Remediation or the design and construction of the Parking Improvements. Such indemnities and warranties shall be in accordance with custom and practice for similar projects in the Chicago metropolitan region.

c. The Team acknowledges that the Authority is committed to involving minority and women-owned businesses and employing minorities and women in projects undertaken on the Premises. The Team shall take such commitment into account when retaining contractors for the Demolition, Remediation and Parking Improvements.

d. Team shall be responsible for all security reasonably required to secure the Parking Parcel during the Demolition, Remediation and construction of the Parking Improvements.

e. Following commencement of construction, the Team shall proceed diligently with construction of the Parking Improvements. Such construction shall proceed in two phases:

1. First, the Team shall perform grading and gravel fill sufficient to enable the West Parcel to be used temporarily as an unpaved surface parking lot. As it is the intention of the parties that the use of the West Parcel will commence for the 2007 baseball season, the Authority shall use commercially reasonable efforts to obtain a temporary permit for such use upon completion of this phase, to the extent that such permit is legally obtainable.

2. Second, the Team shall pave the Parking Parcel and complete all other Parking Improvements. This phase will proceed only after completion of all zoning proceedings, obtaining all final building permits and approval of the remediation plan by the Illinois Environmental Protection Agency.

f. The Team shall cause the Demolition, Remediation and Parking Improvements to be performed in a good and workmanlike manner, in compliance with all applicable Laws and by qualified personnel possessing all necessary licenses and permits. The Parking Improvements shall be consistent with the Parking Improvement Plans as approved or modified in accordance with this Article XXXVIII.

g. In addition to any insurance which may be required under the Agreement, prior to commencement of the Demolition, Remediation and construction of the Parking Improvements, and at all times following conveyance of the West Parcel while such work is continuing, the Team shall secure, pay for and maintain or cause the Team's contractors to secure, pay for and maintain, insurance with the minimum coverages and limits of liability as described on attached Exhibit 38.05. With the exception of workers' compensation and professional liability insurance, all such insurance policies shall name the Authority Parties as additional insureds.

h. Upon completion of the Demolition, Remediation and Parking Improvements, the Team shall notify the Authority and shall provide to the Authority as evidence of such completion: (i) an AIA G704 certificate of completion (or another form

reasonably satisfactory to the Authority) issued by the inspecting architect or engineer for the Parking Improvements and signed by the Parking Contractor; and (ii) final waivers of lien and contractors' affidavits, in customary form, from all parties performing labor or supplying materials or services in connection with the Demolition, Remediation or the Parking Improvements, showing that all of such parties have been compensated in full and waiving all liens in connection with such work. The Team shall furnish partial waivers of lien and contractors' affidavits to the Authority from time to time during the course of construction upon the Authority's request covering those portions of such labor, materials and services which have been performed and supplied.

Upon completion of the Parking Improvements, the Parking Parcel and the Parking Improvements shall for all purposes hereunder be deemed a part of the Premises and operated as an additional parking area servicing the Stadium in the same manner as the existing parking facilities.

38.07 Payment of Costs of Parking Improvements. The Team shall be responsible for all costs associated with the Demolition, Remediation, design, construction, installation, maintenance and repair of all Parking Improvements throughout the Term of this Agreement and such Demolition, Remediation, design, construction, installation, maintenance and repair of the Parking Improvements shall be considered Team's Work under this Agreement.

38.08 Nextel Lease and other Leases. The West Parcel is subject to that certain Communications Site Lease Agreement (Ground), dated as of April 28, 1998, between Nextel West Corp. and American National Bank and Trust Company of New York (the "Nextel Lease"). The Team shall assign to the Authority its rights under the Nextel Lease (pursuant to an assignment reasonably acceptable to the Authority); provided, however, that the Team shall retain such non-exclusive possessory rights in the West Parcel to the extent necessary to enable Team to perform all obligations of the Lessor under the Nextel Lease during the Term of the Nextel Lease. The Team agrees that it shall undertake and perform all obligations, duties and responsibilities of the Lessor under such Nextel Lease on behalf of the Authority throughout the term of the Nextel Lease. The Team shall cause the Lessee under the Nextel Lease to name the Authority Parties as additional insureds on insurance policies maintained pursuant to the Nextel Lease. The Team shall be entitled to collect and retain all rent due from the Lessee under the Nextel Lease. In addition, if additional cellular telephone users desire to share the cell tower presently constructed on the West Parcel and require the use of other portions of the West Parcel to maintain equipment, Team may enter into other leases of such portions of the West Parcel, shall be deemed to have such possessory rights as are necessary to enable Team to perform all obligations of the lessor under such leases on behalf of the Authority, and shall be entitled to the rents payable thereunder (all to the extent permitted under the Nextel Lease). In such event, the forms of leases shall be subject to the reasonable approval of the Authority and the Team shall perform all obligations of the lessor under such leases on behalf of the Authority.

38.09 Indemnification by Team. The Team shall indemnify, defend and hold the Authority Parties harmless from and against all damages, losses, liabilities, obligations,

penalties, claims, liens, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, court costs, reasonable attorney's and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against any Authority Party and arising from or out of: (i) the Remediation or Demolition, (ii) the design or construction of the Parking Improvements; (iii) any other act or omission of the Team or its agents or contractors in respect of the design, construction, or development of the Parking Improvements; (iv) any claims, or any actions, demands or notices that assert a lien or claim, for any payment for any work, labor, service, materials or leased equipment provided by or on behalf of the Team as part of or in connection with the Remediation, Demolition or the design or construction of the Parking Improvements; (v) any Hazardous Materials on, in, under or affecting all or any portion of the West Parcel, including, without limitation, any Hazardous Materials which originate from the West Parcel and which affect any surrounding areas, including, without limitation, (A) the costs or obligations of removal and proper disposal of such Hazardous Materials from all or any portion of the West Parcel or surrounding areas, (B) additional costs or obligations required to take necessary precautions to protect against the release of Hazardous Materials on, in, under or affecting the West Parcel into the air, any body of water, groundwater, or any other public domain or any surrounding areas, (C) costs or obligations incurred to comply with all Environmental Laws, in connection with all or any portion of the West Parcel or any surrounding areas affected by conditions existing on the West Parcel, and (D) costs or obligations arising from or out of any claim, action, suit, demand notice or proceeding relating to the alleged presence of Hazardous Materials on or emanating from the West Parcel for personal injury (including, without limitation, sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits, or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release, escape, seepage, discharge, emission or other adverse effect on the environment; (vi) the Purchase Agreement, including without limitation costs or obligations arising from or out of a claim, action, suit, demand, notice or proceeding relating thereto; and (vii) the Nextel Lease, including, without limitation, the Team's performance of obligations, duties and responsibilities of the Lessor under such Nextel Lease and any acts or omissions of the Lessee under the Nextel Lease; and (viii) any other lease entered into by the Team pursuant to Section 38.08 including, without limitation, the Team's performance of obligations, duties and responsibilities of the lessor under any such leases and any acts or omissions of the lessee under any such lease. This indemnification, defense and hold harmless obligation shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation shall not be limited (x) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Team, a contractor, a subcontractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (y) pursuant to any common law or case law. The foregoing indemnity shall not apply to any of such matters which arise solely from the gross negligence or willful misconduct of the Authority or its agents or employees."

4. Authority Covenants and Representations. The Authority makes the following covenants and representations to the Team, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Amendment:

(a) Authorization. The making, execution, delivery, and performance of this Amendment by the Authority has been duly authorized and approved by requisite action of the members of the Authority, and this Amendment has been duly executed and delivered by the Authority and constitutes a valid and binding obligation of the Authority, enforceable in accordance with its terms.

(b) Effect of Amendment. Neither the execution and delivery of this Amendment by the Authority nor the Authority's performance of any obligation hereunder (i) constitutes a violation of any law, ruling, regulation, or order to which the Authority is subject, or (ii) constitutes a default of any term or provision under any other agreement or document to which the Authority is a party or is otherwise bound.

5. Team Covenants and Representations. The Team makes the following covenants and representations to the Authority, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Amendment:

(a) Authorization. The making, execution, delivery, and performance of this Amendment by the Team has been duly authorized and approved by all requisite action of the board of directors of the General Partner of the Team, and this Amendment has been duly executed and delivered by the Team and constitutes a valid and binding obligation of the Team, enforceable in accordance with its terms.

(b) Effect of Amendment. Neither the execution and delivery of this Amendment by the Team nor the Team's performance of any obligation hereunder (i) constitutes a violation of any law, ruling, regulation, or order to which the Team is subject, or (ii) constitutes a default of any term or provision under any other agreement or document to which the Team is a party or is otherwise bound.

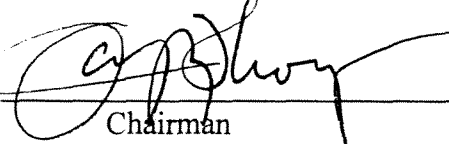
6. Incorporation of Exhibits. Exhibits 38.01 through and including 38.05 attached hereto are hereby incorporated by reference into the Agreement, as hereby amended.

7. Effectiveness of Agreement. Except as set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: _____



Chairman

CHICAGO WHITE SOX, LTD.

By: Chisox Corp.

By: _____



Executive Vice President

Exhibit 38.01
Legal Description of West Parcel

THE WEST 128.00 FEET (EXCEPT THE SOUTH 90.00 FEET OF SAID 128.00 FEET); TOGETHER WITH THE WEST 190.28 FEET OF THE SOUTH 90.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND COMPRISED OF LOTS 1 AND 2 IN LINK BELT COMPANY'S SUBDIVISION OF THE SOUTH ½ OF BLOCK 29 (EXCEPT THE WEST 33.00 FEET AND THE EAST 33.00 OF SAID SOUTH ½ OF BLOCK 29) IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE WEST 13.00 FEET FO THE EAST 33.00 FEET (EXCEPT THE NORTH 33.00 FEET THEREOF) OF THE SOUTH ½ OF BLOCK 29 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-04-200-034-0000

Exhibit 38.02
Legal Description of Lot L

A parcel of land comprised of Lots 1 and 2 in Link Belt Company's subdivision of the south half of Block 29 (except the west 33 feet and the east 33 feet of said south half of block 29) in Canal Trustees' subdivision of Section 33, Township 39 north, Range 14 east of the third principal meridian;

Together with the west 13 feet of the east 33 feet (except the north 33 feet thereof) of the south half of Block 29 in Canal Trustees' subdivision of Section 33, Township 39 north, Range 14 east of the third principal meridian taken as a tract. Excepting from said tract the following four parcels of land;

- (1) the west 128 feet of said tract except the south 90 feet thereof;
- (2) the west 190.28 feet of the south 90 feet thereof;
- (3) the east 210 feet of the south 100 feet thereof;
- (4) the east 110 feet of said tract except the north 133.92 feet and except the south 100 feet thereof

all in Cook County, Illinois.

Exhibit 38.03
Permitted Exceptions to Special Warranty Deed

1. General Real Estate Taxes not yet due and payable.
2. Encroachment of the chain link fence located mainly on the West Parcel east and adjoining onto the West Parcel by approximately 4.44 feet to 5.38 feet, as shown on Plat of Survey No. 89-77 prepared by Chicagoland Survey Company dated 10/10/06.
3. Rights of the Public and Quasi-public utilities, for maintenance therein of the electric meter, power poles, electric lines, as disclosed by the aforesaid survey.
4. Rights of the lessee under the Nextel Lease and any other cellular phone companies under leases permitted under Section 38.08.

Exhibit 38.04
Hazardous Materials Reports and Remediation Requirements



September 7, 2006

Mr. Terry Savarise
Chicago White Sox
333 West 35th Street
Chicago, IL 60616

**Subject: Summary of Phase II Environmental Site Assessment
363 and 380 West Pershing Road
Chicago, Illinois**

Dear Mr. Savarise:

On the behalf of the Chicago White Sox, Tetra Tech EM Inc. (Tetra Tech) performed a Phase II environmental site assessment (ESA) at the properties located at 363 and 380 West Pershing Road in Chicago, Cook County, Illinois. The objective of this Phase II ESA was to evaluate site soil in accordance with Title 35 of the Illinois Administrative Code, Part 742, Tiered Approach to Corrective Action Objectives (TACO).

PREVIOUS INVESTIGATIONS

On behalf of Colliers B&K, EGSL performed a Phase II ESA of the subject property on June 29, 2006, consisting of six soil borings and a ground penetrating radar (GPR) survey. Three of the soil borings, GP-1 through GP-3 were advanced on the 380 West Pershing property and the remaining three soil borings GP-4 through GP-6 were advanced on the 363 West Pershing property. Soil samples collected from the following depth intervals were submitted for laboratory analysis of Target Compound List indicator parameters - volatile organic compounds (VOCs), semivolatle organic compounds (SVOCs), polychlorinated biphenyls (PCB), pesticides, metals, pH, cyanide, and toxicity characteristic leaching procedure (TCLP) lead and TCLP chromium.

Property	Boring Number	Depth (ft)
380 West Pershing	GP-1	6-8
	GP-2	8-10
	GP-3	8-10
363 West Pershing	GP-4	4-6
	GP-5	5-7
	GP-6	5-7

According to the Phase II ESA report, no chemicals of concern were detected in the soil samples exceeding the Title 35 of the Illinois Administrative Code, Tiered Approach to Corrective Action Objectives (TACO), Tier I remediation objectives. However, the samples collected during this investigation did not include shallow soil samples, which Tetra Tech believes would be necessary to evaluate the potential impacts of historic operations.

The GPR survey was performed on the 363 West Pershing property to investigate four specific areas on the exterior and interior of the building. An area of anomaly was noted on the southeast portion of the property, which coincides with an area of a suspected underground storage tank (UST). According to the GPR report, it appeared that the anomaly contained excavated soils, thus, it was believed that the suspected UST had been removed.

TETRA TECH PHASE II ENVIRONMENTAL SITE ASSESSMENT

On August 23, 2006, Tetra Tech advanced a total of 9 Geoprobe[®] soil borings to a maximum depth of 12 feet and collected 17 investigative soil samples (see Figure 1-1). Soil borings TT-SB-01 through TT-SB-05 were advanced on the 363 West Pershing property. Soil borings TT-SB-06 through TT-SB-09 were advanced on the 380 West Pershing property. Soil boring TT-SB-01 was advanced adjacent to the sodium silicate glue vats inside the building. Soil boring TT-SB-03 was advanced in the area of the former 12,000-gallon fuel oil UST. Soil boring TT-SB-07 was advanced in the area of the former 1,000-gallon gasoline UST. Other sampling locations within the building of the 363 West Pershing property were precluded by the presence of the floor's heating coils. Drilling locations were also restricted by the presence of above ground utilities along the west side of both properties and underground utilities along the north side of the 363 West Pershing property.

Soil samples were collected in general from the shallow (0-3 feet bgs) and deep (below 3 feet bgs to the soil/groundwater interface) intervals of each soil boring for laboratory analysis. A total of 17 investigative composite soil samples were placed in 4-ounce (oz) glass jars for laboratory analysis for volatile organic compounds (VOC), polynuclear aromatic hydrocarbons (PAHs), total priority pollutant (TPP) metals, PCBs and pH. A total of 17 investigative discrete soil samples were collected from each interval and placed in 40-milliliter (mL) glass vials prepreserved with methanol and sodium bisulfate for volatile organic compound (VOC) analysis, in accordance with Method 5035.

Note that at soil boring location, TT-SB-01, refusal was encountered at a depth of 5 feet below ground surface, therefore only the shallow sample could be collected.

FINDINGS

The investigated areas of the site generally consist of fill materials and silty sand that varied across both properties. Saturated soils were encountered at depths of about 5 to 7 feet below the ground surface. Petroleum odors were noted in the soil boring TT-SB-03.

The soil sample laboratory analytical results were compared to the TACO Tier 1 remediation objectives for residential and industrial-commercial properties and for the construction worker scenario.

According to the laboratory analytical results, no VOCs or PCBs were detected at concentrations exceeding TACO Tier 1 remediation objectives. Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene; and lead were detected at concentrations exceeding the TACO Tier 1 remediation objectives for residential properties. Naphthalene, benzo(a)pyrene, and lead were detected at concentrations exceeding the TACO Tier 1 remediation objectives for the construction worker scenario. Antimony was detected at a concentration exceeding the TACO Tier 1 remediation objective for the soil component of the

groundwater ingestion route for Class I groundwater. Arsenic was detected at a concentration exceeding the TACO Tier 1 background concentration.

The soil samples collected from the shallow depth intervals at all of the soil boring locations contained concentrations of constituents of concern exceeding TACO Tier 1 remediation objectives. Note that the soil sample designations include the depth interval from which the samples were collected. For example TT-SB-05-0204 was collected from the depth interval of 2 to 4 feet. The shallow soil sample TT-SB-05-0204 contained PAH concentrations exceeding TACO Tier 1 remediation objectives, but did not exceed the Chicago background values for PAHs.

The soil samples collected from the deeper intervals - TT-SB-03-0406, TT-SB-05-0406, TT-SB-08-0407, and TT-SB-09-0407 contained concentrations of PAHs exceeding TACO Tier 1 remediation objectives. However, the concentrations of PAHs in the soil samples from TT-SB-03-0406, TT-SB-05-0406, TT-SB-09-0407 did not exceed the Chicago background values for PAHs.

The soil sample from TT-SB-06-0104 contained concentrations of PAHs exceeding TACO Tier 1 remediation objectives for residential properties. In addition, the benzo(a)pyrene and naphthalene concentrations detected in this sample exceeded the TACO Tier 1 remediation objectives for the construction worker scenario. This sample, TT-SB-06-0104 contained high concentrations of PAHs, that may be considered by the Illinois Environmental Protection Agency (IEPA) as a "source material." According to the IEPA Site Remediation Program, "source material" is required to be remediated in order to obtain a no further remediation letter.

The presence of benzo(a)pyrene, naphthalene, and lead at concentrations exceeding the TACO Tier 1 remediation objectives for the construction worker scenario indicates that during any subsurface work in areas of construction worker exceedences, site workers must use proper precautions and follow a health and safety plan.

Due to the historical site use for steel manufacture, the detection of lead is a concern. Lead was detected at elevated concentrations in a number of samples and at concentrations exceeding the TACO Tier 1 remediation objectives. The limited number of samples makes it difficult to determine the actual extent and it is possible that it may be more pervasive than what is indicated by the laboratory analytical results. The extent of lead in the soil at both properties will be difficult to fully delineate due to the many access difficulties due to utilities, existing buildings, and other site features. Based on this all site intrusive work (grading and utility excavation/installation) should be performed assuming construction worker protection is necessary.

Any soil removed from the areas containing compounds exceeding TACO Tier 1 remediation objectives for residential properties is required to be handled as "Special Waste" or could be "despecialized" prior to transportation and disposal at a properly licensed landfill. Soil exceeding TACO Tier 1 remediation objectives could not be considered for use as clean fill. Soil maintained on site would require special management as a soil management zone in accordance with the IEPA SRP. However, development of a SMZ would extend the time frame associated with site development and could impact development costs if specialized work procedures or training are required.

Table 2-1 is a summary of the laboratory analytical results.

SUMMARY

363 West Pershing

The results of the soil sampling conducted by Tetra Tech indicate that PAHs and lead, are present in the shallow soil at concentrations exceeding TACO Tier 1 remediation objectives. In addition, the concentrations of naphthalene exceed the TACO Tier 1 remediation objectives for the construction worker scenario for TT-SB-02-0003. The concentrations of lead exceed TACO Tier 1 remediation objectives for the construction worker scenario for soil samples TT-SB-01-0205 and TT-SB-03-0103. The soil samples collected from the deeper intervals either did not exceed TACO Tier 1 remediation objectives or they did not exceed the Chicago PAH background values.

Thus, the shallow interval soil samples exceeded either the TACO Tier 1 remediation objectives for residential properties (TT-SB-01 through TT-SB-05) or the TACO Tier 1 remediation objectives for construction worker scenario (TT-SB-01, TT-SB-02, and TT-SB-03).

A construction worker caution and a health and safety plan will likely be necessary for any subsurface work in the vicinity of TT-SB-01, TT-SB-02, and TT-SB-03. Based on the historical use of the property, the lead contamination may be more pervasive than indicated by the soil analytical results. Delineation of the lead exceedances is difficult due to the presence of utilities and other site features. Based on this potential lead exceedance, all site intrusive work (grading and utility excavation/installation) should be performed assuming construction worker protection is necessary.

Any soil removed from the shallow subsurface will be required to be handled appropriately and disposed of at a properly licensed landfill, unless it is placed directly back into the excavation or managed under a soil management zone which would require that the site be entered into the site remediation program and have an approved remedial action plan.

The Sanborn map from 1925 indicated the presence of a 12,000-gallon fuel oil UST. No records regarding the removal of the UST were located, thus, it is possible that this UST remains at the site.

380 West Pershing

The results of the soil sampling conducted by Tetra Tech indicate that PAHs and lead, are present in the shallow soil at concentrations exceeding TACO Tier 1 remediation objectives. The concentration of antimony exceeded the soil component of the groundwater ingestion remediation objective for Class I groundwater in the sample from TT-SB-09-0004. The concentration of arsenic exceeded the TACO Tier 1 background concentration in the sample from TT-SB-09-0004. In addition, the concentrations of naphthalene and benzo(a)pyrene exceed TACO Tier 1 remediation objectives for the construction worker scenario for the soil sample TT-SB-06-0104. The concentrations of lead exceed the TACO Tier 1 remediation objectives for construction worker scenario for soil samples TT-SB-07-0103 and TT-SB-09-0004. The soil sample from TT-SB-08-0407, collected from the deeper interval at SB-08 contained PAHs at concentrations exceeding the TACO Tier 1 remediation objectives and the Chicago background values. The soil samples collected from the deeper intervals at SB-06, SB-07, and SB-09 either did not exceed TACO Tier 1 remediation objectives or they did not exceed the Chicago PAH background values.

Mr. Savarise
September 7, 2006
Page 5

The extremely elevated PAH concentrations detected in TT-SB-06-0104 indicate that soil from this area may be considered as source material by the IEPA. In accordance with the IEPA SRP, source material would be required to be remediated in order to obtain a no further remediation letter.

A construction worker caution and a health and safety plan will likely be necessary for any subsurface work in the vicinity of TT-SB-06, TT-SB-07, and TT-SB-09. Based on the historical use of the property, the lead contamination may be more pervasive than indicated by the soil analytical results. Delineation of the lead exceedances is difficult due to the presence of utilities and other site features. Based on this potential lead exceedance, all site intrusive work (grading and utility excavation/installation) should be performed assuming construction worker protection is necessary.

Any soil removed from the shallow subsurface will be required to be handled appropriately and disposed of at a properly licensed landfill unless it is placed directly back into the excavation or managed under a soil management zone which would require that the site be entered into the site remediation program and have an approved remedial action plan.

The Sanborn maps from 1950 and 1975 indicated the presence of a 1,000-gallon gasoline UST. No records regarding the removal of the UST were located, thus, it is possible that this UST remains at the site.

RECOMMENDATIONS

The high PAH concentrations detected in the soil sample collected from soil boring location TT-SB-06 may be considered by IEPA as "source material." Therefore, Tetra Tech recommends that additional soil sampling be performed in the vicinity of TT-SB-06 to delineate the extent of the PAHs in this area. This work would require about two weeks of time to mobilize to the site, perform the additional sampling, obtain the laboratory analytical data, and to evaluate the results for potential impacts to the cost of development for the property.

If you have any questions about this report, please call me at (312) 201-7411.

Sincerely,



Carol Nissen
Project Manager

Enclosures (2)

ENCLOSURE 1

FIGURE

ENCLOSURE 2

TABLE



September 11, 2006

Mr. Terry Savarise
Chicago White Sox
333 West 35th Street
Chicago, IL 60616

**Subject: Response to September 8, 2006 Comments
363 and 380 West Pershing Road
Chicago, Illinois**

Dear Mr. Savarise:

On the behalf of the Chicago White Sox, Tetra Tech EM Inc. (Tetra Tech) has reviewed the memorandum dated September 8, 2006, from Environmental Group Services, Ltd. (EGSL) to Mr. Mike Senner of Colliers B&K. This memorandum provides comments on Tetra Tech's summary of the Phase II Environmental Site Assessment letter dated September 7, 2006. The following are Tetra Tech's responses to EGSL's comments.

- No response required.
- The materials encountered in the shallow subsurface at many of the borings are consistent with fill materials prevalent in Chicago. These fill materials typically contain concentrations of polynuclear aromatic compounds (PAH). The concentrations of PAHs detected in the soil samples collected by Tetra Tech were compared with Title 35 of the Illinois Administrative Code, Part 742, Tiered Approach to Corrective Action Objectives (TACO), Tier 1 remediation objectives, and the 95th percentile of the upper confidence limit (UCL) of the mean concentration of PAHs found in Chicago. The concentrations of PAHs detected in soil samples collected by Tetra Tech exceeded the 95th percentile of the UCL of the mean concentration of PAHs found in Chicago soils (Chicago Area Background). The Chicago Area Background criteria have not been adopted by TACO, but can be used on an interim basis to establish whether contaminants might reasonably be associated with historic non-site fill.

It is notable that the concentrations of PAHs detected in soil samples exceed the TACO Tier 1 remediation objectives for residential and industrial-commercial properties as well as for the construction worker scenario. The presence of PAH contaminants well above these Chicago Area Background criteria, would make the assumption that these contaminants are related to regional background questionable. In fact, the sum of the PAH compounds from the shallow sample at SB-6 approaches what would be considered source material, based on the soil attenuation capacity.

In addition, lead is often encountered in shallow soils in areas of historic industrial use. The concentrations of lead detected in the soil samples collected by Tetra Tech exceed the TACO, Tier 1 remediation objectives for residential and industrial-commercial properties, as well as for the construction worker scenario. Thus, soil samples collected by Tetra Tech contained PAHs and lead at concentrations exceeding the TACO Tier 1 remediation objectives for residential and industrial-commercial properties as well as for the construction

worker scenario. The high concentration of PAH and the associated elevated lead concentrations with the PAH would suggest that the site historic use is the likely source of contamination. It is not reasonable to presume that the site contaminants are not associated with historic site use based on the available data that would suggest otherwise.

- A separate concern is soil management during site development. While the property end use may be industrial-commercial in nature, any soil to be removed from the property would need to be managed appropriately. Because the soil exceeds TACO Tier 1 remediation objectives for residential properties, it would not be acceptable for use as clean fill at another site and use on the site during development could also be a concern. Soil management (and possible removal) may be a significant aspect of site redevelopment. Thus, Tetra Tech provided comparison to TACO Tier 1 remediation objectives to assist with site redevelopment issues, and not only for final end use.
- Another issue is that PAH and lead exceeded the TACO Tier 1 remediation objectives for the construction worker scenario. Thus, any site work where workers are in contact with soil exceeding the construction worker scenario, will require proper safety precautions, and a health and safety plan. All of these issues will affect the development time frame, implementation, and cost.

In summary, it appears that EGSL has discounted the presence of contaminants as being based on area background and Chicago fill. Tetra Tech does not believe that this is a reasonable conclusion based on the known historic site use for steel manufacture. Any site development activities are going to have take into consideration the presence of PAH and lead at levels of potential concern. Depending on the extent of site development, the management of soil necessary, and the degree of worker contact with soils, this will require that these issues be carefully evaluated and managed.

If you have any questions about this response to comments, please call me at (312) 201-7411.

Sincerely,

A handwritten signature in cursive script that reads "Carol Nissen".

Carol Nissen, PG, PE
Project Manager

TABLE 1
 SOIL SAMPLE LABORATORY ANALYTICAL RESULTS
 CHICAGO DEPARTMENT OF PUBLIC WORKS
 SEPTEMBER 11, 2008

Parameter	Sample Number and Sampling Date										Migration to		Tier 1 Remediation Objectives						
	800 West Pershing		9/11/2006		9/11/2006		9/11/2006		9/11/2006		Class I	Class II	Residential		Industrial/Commercial		Construction Workers		
	TT-SB-06-0104	TT-SB-06-0406	TT-SB06N-0003	TT-SB06N-0406	TT-SB06S-0003	TT-SB06S-0406	TT-SB06E-0003	TT-SB06E-0406	TT-SB06W-0003	TT-SB06W-0406			Chicago Background Values	Groundwater Value	Residential Ingestion Exposure Route	Residential Inhalation Exposure Route	Industrial/Commercial Ingestion Exposure Route	Industrial/Commercial Inhalation Exposure Route	Construction Workers Ingestion Exposure Route
POLYCYCLIC AROMATIC HYDROCARBONS																			
Acenaphthylene	7.5	< 0.03	3.3	< 0.044	0.84	0.043	12	< 0.044	1.6	< 0.044	570	2,900	4,700	NE	NE	120,000	NE	120,000	NE
Acenaphthylene	0.86	< 0.03	0.15	< 0.044	0.1	< 0.043	0.24	< 0.044	0.17	< 0.044	NE	NE	NE	NE	NE	NE	NE	NE	NE
Anthracene	24	< 0.03	6.5	0.11	1.9	0.12	20	0.089	3.8	< 0.044	12,000	59,000	23,000	NE	NE	610,000	NE	610,000	NE
Benz(a)anthracene	56	0.061	13	0.26	5	0.31	31	0.38	10	0.11	2	8	8	0.9	NE	8	NE	170	NE
Benz(b)fluoranthene	46	< 0.03	9	0.24	3.9	0.27	20	0.34	7.8	0.12	8	82	82	0.9	NE	8	NE	170	NE
Benz(e)fluoranthene	61	0.038	7.8	0.18	2.8	0.22	19	0.27	7.3	0.058	5	5	25	0.9	NE	8	NE	170	NE
Benz(k)fluoranthene	14	< 0.03	3.2	0.11	2	0.13	6.4	0.12	3.1	< 0.044	NE	NE	NE	NE	NE	NE	NE	NE	NE
Benz(a)pyrene	17	< 0.03	8.9	0.17	4.2	0.22	18	0.28	6	0.089	49	250	9	NE	NE	78	NE	170	NE
Chrysene	53	0.056	11	0.23	4.3	0.28	25	0.34	8.9	0.089	11	160	88	NE	NE	78	NE	170	NE
Dibenz(a,h)anthracene	5.2	< 0.03	1.8	0.098	0.81	0.091	2.3	0.098	1.1	0.071	2	7.6	7.6	0.9	NE	0.8	NE	17,000	NE
Fluorene	120	0.11	27	0.5	11	0.61	43	0.61	20	0.22	4,300	21,000	3,100	NE	NE	82,000	NE	82,000	NE
Fluoranthene	9	< 0.03	2.9	< 0.044	0.65	< 0.043	11	< 0.044	1.2	< 0.044	560	2,800	3,100	NE	NE	82,000	NE	82,000	NE
Indeno(1,2,3-cd)pyrene	19	< 0.03	3.2	0.13	1.7	0.14	6.3	0.15	3.1	0.076	14	69	69	0.9	NE	8	NE	170	NE
Naphthalene	4	< 0.03	1.6	< 0.53	< 0.44	< 0.52	7	< 0.54	< 0.45	< 0.53	12	18	1,600	NE	NE	41,000	NE	41,000	NE
Phenanthrene	98	0.085	22	0.34	7.6	0.41	47	0.32	14	0.15	NE	NE	NE	NE	NE	NE	NE	NE	NE
Pyrene	88	0.1	23	0.42	9.5	0.54	35	0.64	18	0.21	4,200	21,000	2,300	NE	NE	61,000	NE	61,000	NE

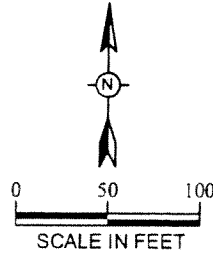
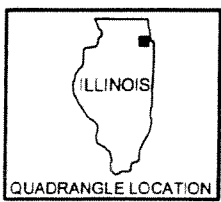
All results in milligrams per kilogram (mg/kg)

RII D - Concentration exceeds TACO Tier 1 remediation objectives for residential properties
IT ALC - Concentration exceeds TACO Tier 1 remediation objectives for construction workers

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LEGEND
 ● SOIL BORING LOCATION



CHICAGO WHITE SOX

FIGURE 1-2
 SOIL BORING LOCATION MAP



SOURCE: MODIFIED FROM U.S. GEOLOGICAL SURVEY 7.5-MINUTE SERIES MAP, QUADRANGLES, WHEATON AND HINSDAL, ILLINOIS, 1993



September 14, 2006

Mr. Terry Savarise
Chicago White Sox
333 West 35th Street
Chicago, IL 60616

**Subject: Summary of Soil Sampling in Vicinity of SB-06
380 West Pershing Road
Chicago, Illinois**

Dear Mr. Savarise:

On the behalf of the Chicago White Sox, Tetra Tech EM Inc. (Tetra Tech) performed additional soil sampling at the 380 West Pershing property to assess the extent of polynuclear aromatic hydrocarbons (PAH) detected at previous Tetra Tech soil boring location TT-SB-06.

This report summarizes the work performed, results of Tetra Tech's soil investigation, and laboratory analytical results. Enclosure 1 provides a figure, Enclosure 2 provides copies of the boring logs, Enclosure 3 provides a table, and Enclosure 4 contains copies of the analytical results.

TETRA TECH PHASE II ENVIRONMENTAL SITE ASSESSMENT

On September 11, 2006, Tetra Tech advanced a total of 4 Geoprobe[®] soil borings (TT-SB-06N, TT-SB-06E, TT-SB-06S, and TT-SB-06W) to a maximum depth of 8 feet and collected 8 investigative soil samples. Figure 1 is a site map showing the locations of the additional soil borings. Each soil boring was advanced in a location approximately 10 feet away from the previous Tetra Tech SB-06 soil boring location.

The soil borings were drilled using a truck-mounted Geoprobe[®] -- a hydraulically driven sampling device equipped with disposable acetate liners within stainless steel sampling tubes. The sampling tubes were decontaminated prior to each use with an Alconox detergent/water solution and then rinsed with distilled water. The disposable liners were discarded after each single use. Soil samples were continuously collected to the terminus of the boring. Soil samples were inspected and logged on soil boring logs, which are included as Enclosure 2.

Soil samples were collected from the shallow (0-3 feet below ground surface [bgs]) and deep (below 3 feet bgs to the soil/groundwater interface) intervals of each soil boring for laboratory analysis. A total of 8 investigative composite soil samples were placed in a 4-ounce glass jar for laboratory analysis for polynuclear aromatic hydrocarbons (PAH).

The soil was thoroughly mixed from the specific sampling interval and placed in precleaned 4-ounce glass jars for laboratory analysis and the jars were labeled with indelible ink at the time of sampling. The jars were precleaned to the U.S. Environmental Protection Agency (U.S. EPA) standards and sealed with Teflon[®] lined plastic screw-on lids. All soil samples were placed in a cooler with ice and were cooled to a temperature of approximately 4°C. The soil samples were transported to the laboratory on ice. A chain-of-custody form was prepared, signed, and dated by Tetra Tech and laboratory representatives.

All cuttings generated during the soil boring were returned to the open borehole at the completion of the sampling. Care was taken to return the soil back to the interval it was collected from.

Figure 1 in Enclosure 1 is a site map showing the soil boring locations.

SITE GEOLOGY AND HYDROGEOLOGY

The investigated areas of the site generally consist of fill materials and silty sand, and varied across both properties. The presence of silt and sand may be related to the presence of fill; however, this is also consistent with local geology, which would include glacial silts and sands associated with the Equality Formation of Wisconsinian age. Saturated soils were encountered at depths of about 5 to 7 feet bgs. Soil boring logs are included in Enclosure 2.

FINDINGS

The soil samples were submitted to STAT Analysis Corporation (STAT) of Chicago, Illinois, an Illinois Environmental Protection Agency (IEPA)-accredited environmental analytical laboratory. Tetra Tech and STAT followed the EPA-approved sampling and analytical methods found in *Test Methods for Evaluating Solid Waste (SW-846)*.

The soil sample laboratory analytical results were compared to the TACO Tier 1 remediation objectives for residential properties and for the construction worker scenario.

According to the laboratory analytical results, PAHs were detected above Tier I remediation objectives as discussed below.

Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene; were detected at concentrations exceeding the TACO Tier 1 remediation objectives for residential properties. Naphthalene and benzo(a)pyrene were detected at concentrations exceeding the TACO Tier 1 remediation objectives for the construction worker scenario.

The soil samples collected from the shallow depth intervals at all of the soil boring locations contained concentrations of PAHs at higher concentrations than the soil samples collected from the intervals at depth. All four of the shallow soil samples exceeded the TACO Tier 1 remediation objectives for residential properties and also exceeded the provisional Chicago background values. The deep samples contained PAHs exceeding TACO Tier 1 remediation objectives for residential properties, however the PAH concentrations did not exceed the provisional Chicago background values.

Mr. Savarise
September 14, 2006
Page 3

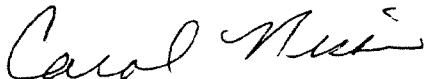
Comparison of the September 11th data to the August 23rd investigation, indicates that the PAHs extend beyond the soil boring location TT-SB-06. The analytical results indicate that the PAH concentrations decrease moving outward from TT-SB-06, but are still present at elevated concentrations. The presence of benzo(a)pyrene and naphthalene at concentrations exceeding the TACO Tier 1 remediation objectives for the construction worker scenario indicates that during any subsurface work in these areas of construction worker exceedences, site workers should use proper precautions and follow a health and safety plan.

Any soil removed from the site containing compounds exceeding TACO Tier 1 remediation objectives for residential properties is required to be handled as "Special Waste" or could be "despecialized" prior to transportation and disposal at a properly licensed landfill. Soil exceeding TACO Tier 1 remediation objectives could not be considered for use as clean fill. Soil maintained on site would require special management as a soil management zone (SMZ) in accordance with the IEPA SRP. However, development of a SMZ would extend the time frame associated with site development and could impact development costs if specialized work procedures or training are required.

Table 3-1 in Enclosure 3 summarizes the laboratory results. Enclosure 4 provides a copy of the laboratory analytical results.

If you have any questions about this report, please call me at (312) 201-7411.

Sincerely,



Carol Nissen
Project Manager

Enclosures (4)

ENCLOSURE 1

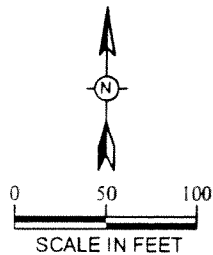
FIGURE

(One Page)



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LEGEND
 ● SOIL BORING LOCATION



CHICAGO WHITE SOX

FIGURE 1-2
 SOIL BORING LOCATION MAP



TETRA TECH EM INC

SOURCE: MODIFIED FROM U.S. GEOLOGICAL SURVEY 7.5-MINUTE SERIES MAP QUADRANGLES, WHEATON AND HINSDALE, ILLINOIS, 1993

ENCLOSURE 2
SOIL BORING LOGS
(Four Pages)

ENCLOSURE 3

**TABLE 3-1
SOIL SAMPLE LABORATORY ANALYTICAL RESULTS**

(One Page)

ENCLOSURE 4
LABORATORY ANALYTICAL REPORT



September 21, 2006

Mr. Terry Savarise
Chicago White Sox
333 West 35th Street
Chicago, IL 60616

**Subject: Soil Removal Cost Estimate
363 and 380 West Pershing
Chicago, Illinois**

Dear Mr. Savarise:

Tetra Tech EM Inc. (Tetra Tech) is pleased to submit the following cost estimate for removal of soil for the properties located at 363 and 380 West Pershing:

BACKGROUND

In August and September, 2006, Tetra Tech performed a Phase II Environmental Site Assessment (ESA) at the properties located at 363 and 380 West Pershing, Chicago, Illinois. According to the laboratory analytical results, the soil samples collected from the shallow depth intervals at all of the soil boring locations contained concentrations of constituents of concern exceeding TACO Tier 1 remediation objectives. Specifically, polynuclear aromatic hydrocarbons (PAH) and lead were detected at concentrations exceeding the TACO Tier 1 remediation objectives for residential properties, and in some cases, for the construction worker scenario. All soil borings except for TT-SB-05 contained PAHs at concentrations exceeding the "Chicago background" concentrations.

Tetra Tech notes that the TACO Tier 1 remediation objectives are currently being changed; some of these changes will include the modification of PAH residential remediation objectives to reflect the background presence of PAH at moderately elevated levels in Chicago urban fill. However, these changes may not have a positive effect on the conclusions drawn below due to the presence of PAH above these modified "Chicago background" remediation objectives and the presence of lead above construction worker criteria.

Some local receiving facilities may adopt the Chicago background PAH values as their acceptance criteria, and may accept soil as clean material if it exceeds TACO Tier 1 remediation objectives for residential properties but does not exceed the Chicago background PAH values. Note that all of the shallow soil boring samples except for TT-SB-05 contained concentrations of PAH exceeding the Chicago background PAH values. Furthermore, the soil must not contain any contaminants, not just the ones listed in TACO in order to be considered as clean material. Based on the analytical results of the shallow soil samples and the site history, it is unlikely that the soil from the two properties could be managed as clean material.

For consideration however, it is possible that further analytical testing during site work may allow for the management of some of the fill as clean fill, (assuming that the receiving facilities also adopt these Chicago background PAH remediation objectives and testing indicates that material meets TACO Tier 1 remediation objectives, the PAH Chicago background values, and no other contaminants are detected). This would require that soils be segregated and tested before disposition; soil meeting the Chicago background (and lead criteria) could potentially be managed onsite and/or removed from the site as clean construction and demolition debris. There is considerable uncertainty about the feasibility of segregating the soils and still meeting the criteria for a clean material. Furthermore, many of the receiving facilities are under close scrutiny by the regulators and will deny soil from a site if the site exhibits widespread contamination.

Based on the historical site use for steel manufacture, the detection of lead is a concern. Lead was detected at elevated concentrations in a number of samples and at concentrations exceeding the TACO Tier 1 remediation objectives, despite the pending TACO Tier I changes noted above. The limited number of samples makes it difficult to determine the actual extent and it is possible that it may be more pervasive than what is indicated by the laboratory analytical results. The extent of lead in the soil at both properties will be difficult to fully delineate due to the many access restrictions due to utilities, existing buildings, and other site features. Based on this all site intrusive work (grading and utility excavation/installation) should be performed assuming construction worker protection is necessary.

In light of the above, any soil removed from the areas containing compounds exceeding TACO Tier 1 remediation objectives (existing or modified) for residential properties will have to be handled as "Special Waste" or could be "despecialized" prior to transportation and disposal at a properly licensed landfill. Despecializing the waste does not alter the disposal cost, but does allow for ease of transport as special waste haulers and waste manifests are not required. Soil exceeding TACO Tier 1 remediation objectives could not be considered for use as clean fill.

As an option, soil containing contaminants of concern could be managed on site beneath an engineered barrier as part of a soil management zone, in accordance with the site remediation program and TACO regulations.

ESTIMATED COST

Tetra Tech presents costs estimated for soil removal at the site. Assumptions are stated below.

- Waste characterization sampling and waste profile
- Load, transport, and dispose of shallow soil

Tetra Tech will perform waste characterization sampling and complete the waste profile sheet. For the purposes of this cost estimate, Tetra Tech assumes that the soil will be disposed of as Special Waste or will be "despecialized" and disposed of at a Waste Management facility.

Tetra Tech estimates that the upper 1 foot of soil will be removed as part of the mass grading requirements for site development at both the 363 and 380 West Pershing properties. Note that the laboratory analytical results indicated that the upper 3 feet of material contains contaminants of concern exceeding TACO Tier 1 remediation objectives. Tetra Tech has assumed that only 1 foot of material will require removal at the site. Soil will be excavated, loaded into semi-trucks, and transported to a Waste Management landfill for disposal as Special Waste or "despecialized" waste. Note that the acceptance of the soil at a landfill will be contingent on the waste characterization sample analysis. For the purposes of this cost estimate, Tetra Tech assumes that the soil will be accepted at a local Waste Management landfill.

In addition, for the 380 West Pershing property, Tetra Tech recommends excavation of the soil in the vicinity of soil boring TT-SB-06, due to the unusually high concentrations of PAH in this area.

The following table details the assumptions made in the soil volume estimates.

AREA	LENGTH	WIDTH	DEPTH	CUBIC FEET	CUBIC YARDS	TONS
363 West Pershing						
Site General Removal	370	180	1	66,600	2,500	3,210
380 West Pershing						
Site General Removal (Building area and South Lot)	580	190	1	110,200	4,081	5,310
Site General Removal (Southeast Lot)	150	80	1	12,000	450	580
PAH Contaminated Soil (TT-SB-06 – 1 to 3 feet)*	20	20	2	800	30	40
TOTAL						9,140

* The total volume of soil to be removed, including the 0 to 1 foot depth interval and the 1 to 3 foot depth interval at TT-SB-06 is 58 tons.

As noted above, the calculations assume that the entire top 1 foot of soil requires disposal at a landfill.

If, however soil testing is conducted on a grid basis during site development and analytical results indicate that the soil can be segregated into “clean” soil and “dirty” soil, then the volume to be landfill disposed would decrease. Note however, this option is unlikely due to the restrictions of the receiving facilities and the exceedances of Chicago background values in nearly every soil boring. For consideration, Tetra Tech has included a cost estimate (\$30,000 below) to collect soil samples on a 100-by 100-foot grid basis during site development.

Tetra Tech’s cost estimate to perform the soil removal is \$622,440. The cost breakdown is shown below:

- Soil removal and offsite disposal as contaminated --- \$547,440
- Additional testing prior to site development -- \$30,000
- Project management and support during development -- \$25,000
- Contingency for UST removal -- \$20,000

Attached is a detail of the assumptions used in developing this cost estimate. This cost estimate is provided for planning purposes only. If you have any questions please contact me at (312) 201-7411.

Sincerely,



Carol Nissen
Project Manager

Item	Unit Rate	Units	Extended
363 West Pershing			
Waste Characterization Sampling and Profile Completion	\$2,500	1 Lump	\$2,500
Excavator	\$1,800 per day	6 days	\$10,800
Loading	\$3.00 per ton	3,210 tons	\$9,630
Transportation Waste Management Landfill as lead contaminated Special Waste or as "despecialized"	\$25.00 per ton	3,210 tons	\$80,250
Disposal at Waste Management Landfill	\$28.00 per ton	3,210 tons	\$89,880
Task 1 Total			\$193,060.00
380 West Pershing			
Waste Characterization Sampling and Profile Completion	\$2,500	1 Lump	\$2,500
Excavator	\$1,800 per day	11 days	\$19,800
Loading	\$3.00 per ton	5,930 tons	\$17,790
Transportation Waste Management Landfill as lead contaminated Special Waste or as "despecialized"	\$25.00 per ton	5,930 tons	\$148,250
Disposal at Waste Management Landfill	\$28.00 per ton	5,930 tons	\$166,040
Task 2 Total			\$354,380.00
Project and Soil Management, Testing, and Contingency			
Additional Soil Testing after Structure Removal			\$30,000
Project Management and Technical Support			\$25,000
Contingency for UST Removal (Assumes 2 USTs of petroleum products)			\$20,000
Task 3 Total			\$75,000.00
			Total for Both Properties \$622,440.00

Exhibit 38.05
Required Insurance

The insurance coverage afforded under the policies described herein shall be primary and non-contributing with respect to any insurance carried independently by the additional insureds. All such insurance policies shall indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests shall exist for all coverages provided thereunder. All policies of insurance required hereunder shall be written on an "occurrence" basis (excluding Professional Liability insurance, if required), shall be placed with insurance companies reasonably acceptable to the Owner, and shall incorporate a provision requiring the giving of notice to the additional insureds at least sixty (60) days prior to the cancellation, non-renewal or material modification of any such policies. Such insurance companies shall have at a minimum a A- rating or better with a minimum Class VIII financial size as rated by A.M. Best.

- a. Commercial General Liability Insurance. A broad form Commercial General Liability Insurance Policy including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds, and appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability (with employee and contractual exclusions deleted); Broad Form Property Damage Liability; Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of the additional insureds; Independent Contractor's Protective Liability; Completed Operations and Products Liability for a period of not less than two (2) years following the date of final payment for all services provided under this Agreement. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.
- b. Comprehensive Automobile Liability Insurance. A Comprehensive Automobile Insurance Policy including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Comprehensive Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage.
- c. Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$1,000,000 for bodily injury by accident, each accident, (ii) \$1,000,000 for bodily injury by disease, each employee, and (iii) \$1,000,000 aggregate liability for disease. The Workers' Compensation & Employer's Liability Insurance Policies must each include a waiver of subrogation endorsement in favor of the additional insureds.

- d. Umbrella Liability Insurance. An Umbrella Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in Paragraphs (i), (ii) and the Employer's Liability in (iii), including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Umbrella Liability Insurance Policy must be written with a combined single limit not less than \$10,000,000 for each occurrence of bodily injury and/or property damage, and an annual aggregate of liability of not less than \$10,000,000 for bodily injury and/or property damage.

- e. Professional Liability Insurance. With respect to any party providing professional design or engineering services, a Professional Liability Insurance Policy written with a limit of liability of not less than \$1,000,000 for each claim, and not less than \$1,000,000 in the aggregate, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services as an architect, engineer or construction manager. Such insurance shall cover work and services performed by any architects, engineers, construction management personnel and structural, mechanical, electrical, plumbing or other consultants. The Professional Liability Insurance Policy must be maintained for a period of not less than three (3) years following the date of final payment to the contractor for all work.

The Authority shall not insure nor be responsible for any loss or damage to tools, equipment or other property of any kind owned, rented or leased by the Team, any contractor, subcontractors, or their respective employees or agents.

The Team shall provide "all risk" builder's risk insurance upon the entire Team's work to the full insurable value thereof. This insurance shall include the interests of Authority and Team (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the Team's work and shall insure against the perils of fire and extended coverage and shall include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

SEVENTEENTH AMENDMENT TO MANAGEMENT AGREEMENT

THIS SEVENTEENTH AMENDMENT TO MANAGEMENT AGREEMENT (the "Amendment") is made as of the 1st day of April, 2008 by and between the **ILLINOIS SPORTS FACILITIES AUTHORITY** (the "Authority") and the **CHICAGO WHITE SOX, LTD.**, an Illinois limited partnership (the "Team").

RECITALS:

A. The parties hereto are parties to a Management Agreement dated June 29, 1988 (as amended, the "Agreement"), relating to the construction and operation of a stadium for the Team (the "Stadium"). The Agreement has been amended by sixteen (16) previous amendments (one of which, the Fourteenth Amendment, has been amended and restated pursuant to the Amended and Restated Fourteenth Amendment to Management Agreement dated August 11, 2003 (as so amended and restated, "the Fourteenth Amendment"), and another, the Fifteenth Amendment, has been repealed by the Fourteenth Amendment).

B. The Team and the Authority have decided to amend several provisions of the Agreement, including by adding a new formula for determining the annual Fees to be paid by the Team, modifying the Fee Credit formula and creating a Supplemental Stadium Account, the proceeds of which will be used to make improvements to the Stadium.

C. The Authority and the Team have agreed on the amendments to the Agreement hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. Terms defined herein that are not defined in the Agreement are hereby incorporated by reference to the Agreement.

2. **Article III.** Effective as of the date hereof, Article III of the Agreement is hereby deleted in its entirety and replaced with the following:

"ARTICLE III

FEES TO THE AUTHORITY

Section 3.01 **Fees.** As consideration for the rights granted to the Team hereunder, in respect of each Season during the Term, commencing during the 2008 Season, the Team shall pay to the Authority the Fees set forth in Section 3.03 hereof. All Fees shall be payable in legal tender of the United States at a place designated from time to time by the Authority.

Section 3.02 **Definitions.**

(a) First Season -- the 1991 Season.

(b) First Period -- all Seasons during the Term commencing with the First Season and ending with the 2000 Season.

(c) Second Period -- all Seasons beginning with the 2001 Season and ending with the 2010 Season.

(d) Third Period -- all Seasons after the Second Period during the remainder of the Term.

(e) Paid Attendance -- with respect to any Season, the number of tickets ("Paid Attendance Tickets") for Regular Season Games sold by the Team as reported to Major League Baseball; provided, however, that the following tickets shall not be Paid Attendance Tickets, shall not be included in Paid Attendance and, to the extent presently or in the future reported to Major League Baseball as paid attendance tickets, shall be deducted from the calculation of Paid Attendance:

(i) Any complimentary and/or barter tickets; and

(ii) Tickets sold for a price which is not in excess of the Ticket Threshold for a Season, up to a maximum for any Season of 150,000 of such tickets.

In addition, if and to the extent that tickets furnished or sold to licensees or other users of Suites are not included in tickets reported as sold to Major League Baseball, such tickets shall continue to be included in Paid Attendance."

(f) Incremental Tax Receipts -- in each fiscal year of the Authority, the amount by which the Authority's actual Local Tax revenues (as calculated by the Authority's auditors in accordance with the accounting principles required by the bond indentures securing bonds issued by the Authority (in the same manner as such amount was calculated in the Authority's fiscal year 2007 audit)) exceed the threshold for the relevant fiscal year set forth on the attached Schedule 1.

(g) Regular Season Games - all home games played as part of the American League regular season, excluding any exhibition games and post-season play.

(h) Season - a period of time commencing with the first day of March in any calendar year and ending with the last home game (including post-season play) played by the Team during such calendar year in the Stadium. Seasons are sometimes herein referred to by the calendar year in which they occur (e.g. "2008 Season").

(i) Suites -- private viewing boxes with adjacent lounge areas in the Stadium.

(j) Ticket Threshold -- a ticket price of \$3.00 for the 2008 Season. For each Season thereafter, the Ticket Threshold shall be the sum of \$3.00 increased by a percentage thereof equal to the percentage increase, if any, in the CPI from December 2007 (which was 200.217) to the month of December immediately preceding such Season.

Section 3.03 Fees.

a. The Team shall pay the following minimum fees ("Base Fees") to the Authority:

(i) \$1,200,000 for the 2008 Season;

(ii) \$1,300,000 for the 2009 Season;

(iii) \$1,400,000 for the 2010 Season;

(iv) \$1,500,000 for the 2011 Season; and

(v) For each Season after the 2011 Season, the Base Fees shall be equal to the sum of \$1,500,000, increased by a percentage thereof equal to the percentage increase, if any, in the CPI from the CPI for the month of December 2010 to the month of December immediately preceding such Season.

b. In addition to the Base Fees required under Section 3.03(a) above, the Team shall pay additional fees ("Ticket Fees") to the Authority for each Season in which Paid Attendance exceeds 1,925,000. Ticket Fees shall be calculated as a fee for each Paid Attendance Ticket, based on Paid Attendance for such Season, as follows:

<u>Paid Attendance Range in Season</u>	<u>Fee Per Paid Attendance Ticket*</u>
0 – 1,925,000	\$0
1,925,001 – 2,425,000	\$3.00
2,425,001 – 2,625,000	\$4.00
2,625,001 – 2,825,000	\$5.00
2,825,001 and above	\$7.00

* Each of the dollar amounts in the right hand column above shall be increased for each Season after the 2008 Season to an amount that is such dollar amount increased by a percentage thereof equal to the percentage increase, if any, in the CPI from the CPI for the month of December 2007 to the month of December immediately preceding such Season.

For example, if Paid Attendance in the 2008 Season is 2,500,000, Ticket Fees for such Season shall be 500,000 at \$3.00 per ticket and 75,000 at \$4.00 per ticket, or \$1,800,000.

c. The Ticket Fees, but not the Base Fees, shall be reduced (but not below zero) by any applicable Fee Credit attributable to the Season in which the Ticket Fees are accrued. The "Net Ticket Fees" shall mean the Ticket Fees less any Fee Credit attributable to the Season in which the Ticket Fees are accrued. Net Ticket Fees plus Base Fees in any year shall be considered "Fees."

Section 3.04 Payments. Fees shall be paid as follows:

a. Base Fees shall be payable 50% on or before April 1 of each year and 50% on or before sixty (60) days after the end of each Season for which the Base Fees are due. Net Ticket Fees shall be payable on or before sixty (60) days after the end of each Season for which such Net Ticket Fees are due.

b. Payments of Net Ticket Fees shall be accompanied by a statement, certified as correct by the Team's Chief Financial Officer, as to all computations relating thereto.

Section 3.05 Audit. The Authority and its agents shall have the right to review at the Authority's expense all records of the Team which relate to computations of Fees and Subsidies for a period of 90 days after furnishing by the Team of the certificate on which such computation is based. In the event such review results in a determination that the payment of Fees or Subsidies was erroneous, the error shall be promptly corrected by the parties, and if such error results in a five (5%) percent or more discrepancy in favor of the Authority in the Fees and/or Subsidies received or paid, the expense of such review shall be reimbursed to the Authority by the Team.

Section 3.06 Fee Credits.

a. The Team shall be entitled to a credit ("Ticket Fee Credit") against all Ticket Fees (but not Base Fees) which would otherwise be payable hereunder for any Season in an amount equal to fifty percent (50%) of the Other Taxes (as defined in Section 9.02 hereof) for such Season. In the event that the amount of such credit exceeds Ticket Fees for such Season, such excess amount shall not carry forward to future Seasons.

b. Pursuant to Article XXII hereof, Team shall be entitled to make Advances, which Advances, together with interest thereon as provided in Article XXII, shall be added to an account to be maintained by the parties known as the "Fee Credit Account." Team shall be entitled to a credit ("Advance Fee Credit" and, together with the Ticket Fee Credit, the "Fee Credit") against all Fees for any Season in the amount of any positive balance in the Fee Credit Account as of any date that Fees are required to be paid hereunder. The Fee Credit Account shall be reduced by any amounts paid by Authority in repayment to Team of Advances and repayment to Team of interest on Advances, and by any Fees which are reduced by reason of the provisions of this Section.

3.07 Establishment of Supplemental Stadium Subaccount.

a. The Authority shall establish a supplemental stadium subaccount in the Comiskey Park Capital Repairs Account (now known as the U.S. Cellular Field Capital Repairs Account) (the "Supplemental Stadium Subaccount"). On or before April 30, 2008, the Authority shall make an initial deposit into the Supplemental Stadium Subaccount in the amount of Four Million One Hundred Twelve Thousand Three Hundred and Thirty Dollars (\$4,112,330.00) (the "Initial Deposit").

b. The Authority and the Team agree that the Initial Deposit to the Supplemental Stadium Subaccount settles any and all outstanding actual or potential claims by or between the parties relating to the use of proceeds of past concerts and the Series 2003 Bonds and the responsibility for paying for or undertaking the following: the renovations to the Stadium referred to as the Phases I-V renovations; additional suite build-out as described in Section 7 of the Third Amendment to this Agreement (except as described in

Section 3.08); potential renovations to the Gate 4/lobby area; build-out of additional storage for the Team; construction of the scout seating area; construction of the scout lounge; construction of the Home Plate Club; relocation and construction of the press box; and field resodding (which will continue to be the responsibility of the Team).

c. The Authority shall deposit in the Supplemental Stadium Subaccount by November 21 of each year during the Term an amount equal to the lesser of (a) the Incremental Tax Receipts for the most recent full fiscal year of the Authority and (b) the Net Ticket Fees for the Season most recently ended. On or before November 21 of each year during the Term, the Authority shall furnish to the Team a certificate, signed by the Chief Financial Officer of the Authority, setting forth the Local Taxes for the Authority's fiscal year most recently ended.

3.08 Allocation of Proceeds of Supplemental Stadium Subaccount.

a. The proceeds in the Supplemental Stadium Subaccount shall be used for improvements to the Stadium. Any use of funds in the Supplemental Stadium Subaccount is subject to the prior approval of both the Authority and the Team. The proceeds shall not be used, in whole or in part, to pay for any improvement the Authority is otherwise obligated to pay for under the terms of this Agreement, except to the extent the Team, in its sole discretion, consents in writing to such use.

b. The Authority and the Team agree that Two Million Six Hundred Forty Five Thousand Dollars (\$2,645,000.00) (the "Suite Amount") of the Initial Deposit shall be used to make improvements to the unbuilt Suite space at the Stadium, in such manner as the Authority and the Team may agree. The Team shall be solely responsible for providing any additional funds for Suite build-out, including any additional funds that may be necessary to permit such Suite space to be occupied and used in compliance with all applicable laws; provided, however, that additional funds in the Supplemental Stadium Subaccount, to the extent available, may be used for such purpose.

c. Any amount not spent out of the Suite Amount in relation to the unbuilt suite space and all other funds in the Initial Deposit may be used for: additional improvements relating to the suites (as provided in Section 3.08(b) above); for the paving, lighting, landscaping and similar work in the parking area referred to as Lot L; or such other projects as may be agreed upon by the Authority and the Team; provided, however, that the Team shall continue to have all obligations in respect to the Parking Parcel that are described in the Sixteenth Amendment to this Agreement.

d. The Authority and the Team hereby agree that the maintenance and repair of the scout seating area, the scout lounge, the Home Plate Club and the press box shall be considered the Authority's Work under this Agreement. Future projects funded from the Supplemental Stadium Subaccount shall be considered the Authority's Work under this Agreement unless otherwise agreed by the Authority and the Team. Work performed or to be performed by the Team with respect to the Parking Parcel as described in the Sixteenth Amendment to this Agreement shall be Team's Work."

3. Article V. The second paragraph of Section 5.02 of the Agreement (beginning with "The Team's exclusive possession" and ending with ". . . which is unlawful.") is hereby deleted in its entirety and replaced with the following:

"The Team's exclusive possession and use shall be subject to the following limitations:

- a. The Authority shall be entitled to the exclusive use of the Authority Offices, and shall be entitled to unrestricted access thereto at all times through designated access areas. Access from the Authority Offices to other areas of the Stadium may be restricted by the Team in its reasonable discretion.
- b. The Authority shall be entitled, without payment of fees therefor, to the use of Suite 424, and to all normal privileges which licensees of Suites receive upon payment of license fees, including free tickets and passes, if any. In no event shall the Authority be relieved of any obligation to pay for special services or food service to the same extent that licensees of Suites would have to pay for the same over and above annual license fees.
- c. The Authority shall be entitled, without payment of fees therefor, to use four (4) seats in the scout lounge seating area and six (6) seats in the Home Plate Club. With respect to the use of such seats in the scout lounge or Home Plate Club, the Authority shall be entitled to all normal privileges which season ticket holders in the scout lounge or Home Plate Club receive, including free passes, if any.
- d. The Authority shall be entitled to ten (10) complimentary Stadium Club memberships upon the same terms and conditions applicable to members of the general public, other than payment of membership fees.
- e. The Authority or its designees shall be entitled to use the Stadium for Special Events upon compliance with the requirements of Section 5.04.
- f. The Team shall not occupy or use the Stadium (or permit the use or occupancy of the Stadium) for any purpose or in any manner which is unlawful."

4. Article IX. Article IX, Section 9.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Section 9.02 Other Taxes. As used herein, the term "Other Taxes" shall mean any of the following:

- a. any taxes becoming effective after January 1, 2008 which are applicable solely to the property or business of sports teams or admissions to sporting events.

b. any increase in the City of Chicago Amusement Tax or change in the application of such tax that results in an increase (as compared to such taxes paid by the Team for 2007) in such tax as applied to tickets sold, ticket revenues, suite revenues or premium seating revenues to the Team at the Stadium, becoming effective after January 1, 2008.

c. any increase in the Cook County Amusement Tax or change in the application of such tax that results in an increase (as compared to such taxes paid by the Team for 2007) in such tax as applied to tickets sold, ticket revenues, suite revenues or premium seating revenues to the Team at the Stadium, becoming effective after January 1, 2008.

d. any new tax imposed by the City of Chicago, Cook County or the State of Illinois and applied to the Team based on tickets sold or ticket revenues, becoming effective after January 1, 2008, to the extent any such tax increases the Team's tax liability with respect to tickets sold, ticket revenues, suite revenues or premium seating revenues to the Team at the Stadium, as compared to Amusement Taxes paid by the Team for 2007.

Pursuant to Section 3.06, if for any Season there are Other Taxes, Team shall be entitled to a credit against Ticket Fees in the amount of 50% of the Other Taxes for such Season."

5. Article XXIII. Article XXIII, Section 23.06 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Section 23.06 Establishment of Reserve. The Authority shall establish and maintain, from surplus moneys remaining in each fiscal year after payment or provision for payment of (a) the principal of, premium, if any, and interest on its Bonds or other evidence of indebtedness for borrowed money issued by the Authority, and credit enhancement fees and deposits into any other funds or accounts required pursuant to the resolution, ordinance or indenture authorizing and securing such Bonds or other evidence of indebtedness for borrowed money issued by the Authority, (b) all of the Authority's monetary obligations to the Team under this Agreement, including without limitation any obligation to make deposits into the Supplemental Stadium Subaccount by reason of Section 3.07(c) hereof, and (c) all of the Authority's obligations to the Chicago Park District under the Operation Assistance Agreement, dated as of August 1, 2001, other than its obligations to make deposits to the Soldier Field Reserve Fund as calculated in Article V thereof and (d) all other ordinary and necessary expenses of the Authority, other than (i) repayments to the State pursuant to Section 19 of the Act in respect of amounts previously paid to the Authority from the Subsidy Account of the Illinois Sports Facilities Fund and (ii) deposits to the Soldier Field Reserve Fund pursuant to Article V of the Operation Assistance Agreement, a reserve fund for subsequent payments of the type referred to in the preceding clauses (b) and (d) in an aggregate amount not less than the Reserve Fund Amount, as defined below. The Authority may decrease the amount in such reserve fund at any time when the aggregate amount in such reserve fund is greater than the Reserve Fund Amount. Amounts need not be deposited into such reserve fund unless surplus moneys as referred to in this Section 23.06 are available to make deposits

into it, but no repayment shall be made to the State pursuant to Section 19 of the Act in any fiscal year in respect of amounts previously paid to the Authority from the Subsidy Account of the Illinois Sports Facilities Fund if, after giving effect to such repayment, the amount remaining on deposit in such reserve fund would be less than the Reserve Fund Amount.

The amount required to be on deposit in the reserve fund established by this Section 23.06 (the "Reserve Fund Amount") shall be determined by the Authority on or prior to June 15 of each year in accordance with the remainder of this Section 23.06, and shall be equal to the difference between (i) Projected Authority Reserve Fund Expenses and (ii) Projected Fees, each as defined below.

The "Projected Authority Reserve Fund Expenses" shall be an amount equal to the Authority's good faith projection of expenses of the type referred to in clauses (b) and (d) in the first paragraph of this Section 23.06 for the following fiscal year of the Authority; provided, however, that Projected Authority Reserve Fund Expenses shall not include obligations relating to improvements to be constructed by the Authority to the extent that funds have been set aside therefor in the Supplemental Stadium Subaccount.

By June 5 of each year, the Team shall deliver to the Authority, in writing, (i) its projection of the amount of Paid Attendance for the Season currently in progress, (ii) a projection of the Fees, including Base Fees and Ticket Fees (giving effect to any Ticket Fee Credits, if any) to be paid to the Authority with respect to the Season currently in progress (the "Projected Fees"), and (iii) if there are then any amounts in the Fee Credit Account, the amount of the Advance Fee Credits which Team anticipates by reason of such amounts. The projection of Paid Attendance shall be the sum of (i) Paid Attendance for Regular Season Games played through May 31 of the Season currently in progress or originally scheduled to be in progress, as such Paid Attendance has been or will be reported to the American League (subject to modifications as permitted under the terms of this Agreement), (ii) the number of Paid Attendance Tickets actually sold prior to such May 31 for Regular Season Games scheduled to be played after May 31 of such Season, and (iii) a good faith projection of the number of Paid Attendance Tickets that will be sold after May 31 for Regular Season Games scheduled to be played after May 31 for the remainder of such Season, based on internally consistent records of the Team. The Team's projection of Paid Attendance shall be itemized to indicated the three components thereof.

Within ten 10 days of receiving the Team's determination of Projected Fees, the Authority shall deliver to the Team a written computation of the Reserve Fund Amount. The Team recognizes that such computation will be used by the Authority as a factor in making its determination of the amount of the repayment to be made to the State pursuant to Section 19 of the Act.

Amounts in the Reserve Fund established by this Section 23.06 may only be used to satisfy the obligations of the Authority under this Agreement."

6. Authority Covenants and Representations. The Authority makes the following covenants and representations to the Team, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Amendment:

(a) Authorization. The making, execution, delivery, and performance of this Amendment by the Authority has been duly authorized and approved by requisite action of the members of the Authority, and this Amendment has been duly executed and delivered by the Authority and constitutes a valid and binding obligation of the Authority, enforceable in accordance with its terms.

(b) Effect of Amendment. Neither the execution and delivery of this Amendment by the Authority nor the Authority's performance of any obligation hereunder (i) constitutes a violation of any law, ruling, regulation, or order to which the Authority is subject, or (ii) constitutes a default of any term or provision under any other agreement or document to which the Authority is a party or is otherwise bound.

7. Team Covenants and Representations. The Team makes the following covenants and representations to the Authority, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Amendment:

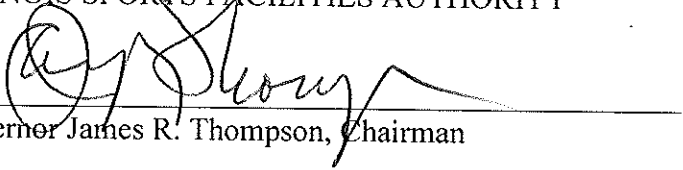
(a) Authorization. The making, execution, delivery, and performance of this Amendment by the Team has been duly authorized and approved by all requisite action of the board of directors of the General Partner of the Team, and this Amendment has been duly executed and delivered by the Team and constitutes a valid and binding obligation of the Team, enforceable in accordance with its terms.

(b) Effect of Amendment. Neither the execution and delivery of this Amendment by the Team nor the Team's performance of any obligation hereunder (i) constitutes a violation of any law, ruling, regulation, or order to which the Team is subject, or (ii) constitutes a default of any term or provision under any other agreement or document to which the Team is a party or is otherwise bound.

8. Effectiveness of Agreement. Except as set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: 
Governor James R. Thompson, Chairman

CHICAGO WHITE SOX, LTD.

By: Chisox Corp.

By: 
Executive Vice President

Schedule 1
Seventeenth Amendment to the Management Agreement

<u>Fiscal Year Ending</u>	<u>Threshold Amount</u>
6/30/2008	\$31,972,800
6/30/2009	33,251,520
6/30/2010	34,581,120
6/30/2011	35,964,480
6/30/2012	37,403,520
6/30/2013	38,899,200
6/30/2014	40,455,360
6/30/2015	42,073,920
6/30/2016	43,756,800
6/30/2017	45,507,072
6/30/2018	47,327,355
6/30/2019	49,220,449
6/30/2020	51,189,267
6/30/2021	53,236,838
6/30/2022	55,366,311
6/30/2023	57,580,964
6/30/2024	59,884,202
6/30/2025	62,279,570
6/30/2026	64,770,753
6/30/2027	67,361,583
6/30/2028	70,056,047
6/30/2029	72,858,288
6/30/2030	75,772,620