

OPERATION ASSISTANCE AGREEMENT

THIS OPERATION ASSISTANCE AGREEMENT (this "Agreement") is made and entered into as of this 1st day of August, 2001, by and between the ILLINOIS SPORTS FACILITIES AUTHORITY, a political subdivision, unit of local government, body politic, and municipal corporation of the State of Illinois ("ISFA"), and the CHICAGO PARK DISTRICT, a unit of local government, body politic, and municipal corporation of the State of Illinois (the "CPD").

RECITALS

A. The CPD is the owner or lessee of approximately ninety-seven (97) acres of lakefront land (the "Site"), on which are located, among other things, parkland, parking lots, roads and pedestrian infrastructure, and Soldier Field, a stadium for the holding of athletic contests and musical, cultural, and social events ("Soldier Field"), which is operated by the CPD.

B. The Chicago Bears Football Club, Inc., a Delaware corporation (the "Club"), is the holder of a professional football franchise issued by the National Football League ("NFL") and is the owner of the Chicago Bears, a professional football club, which plays its home games in Soldier Field pursuant to a permit agreement between the Club and the CPD.

C. ISFA is permitted by law, including the Illinois Sports Facilities Authority Act, 70 ILCS 3205/1 *et seq.*, to own, construct, equip, and operate "facilities," which are defined by the Act to include stadiums for the holding of athletic contests, including football games, and related facilities such as recreational facilities, parking lots, garages, offices, transportation facilities, and other facilities providing goods and services to persons attending meetings, contests, gatherings, or events at a stadium.

D. The Act was amended by P.A. 91-935 to permit ISFA to provide financial assistance to the CPD, pursuant to an assistance agreement with respect to the adaptive re-use of Soldier Field and the repairing, improving, operating, and maintaining of the Project.

E. ISFA, the CPD, and the Club, as permitted by the Act, have entered into the Development Assistance Agreement dated as of August 1, 2001, to enable the CPD and the Club to develop and improve the Project (the "Development Assistance Agreement").

F. The CPD, the Club, and Chicago Bears Stadium, LLC, a Delaware limited liability company and an affiliate of the Club (the "Developer"), have entered into the Permit and Operating Agreement dated as of August 1, 2001, by which the Club will play Bears Games at Soldier Field and the CPD will operate and maintain the Project (the "Permit Agreement").

G. ISFA desires to provide financial assistance to the CPD, as permitted by the Act, to repair, improve, operate, and maintain the Project, as described in this Agreement.

H. The Parties desire to obtain from one another mutual assurances as to the terms on which ISFA will provide financial assistance to the CPD, and the CPD will repair, improve, operate, and maintain the Project.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
INCORPORATION OF RECITALS**

1.1 Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement as if fully recited herein.

**ARTICLE II
DEFINITIONS**

As used in this Agreement, the following terms and references shall have the meanings set forth below:

“Act” shall mean the Illinois Sports Facility Authority Act, 70 ILCS 3205/1 *et seq.*, as amended by P.A. 91-935, and Section 8.25-4 of the State Finance Act, 30 ILCS 105/8.25-4; Section 2 of the State Revenue Sharing Act, 30 ILCS 115/2; Section 6 of the Hotel Operators’ Occupation Tax Act, 35 ILCS 145/6; the Chicago Park District Act, 70 ILCS 1505/1 *et seq.*; Section 2 of the Prevailing Wage Act, 820 ILCS 130/2; Section 2 of the Freedom of Information Act, 5 ILCS 140/2; and Section 3-1 of the Illinois State Auditing Act, 30 ILCS 5/3-1, as all such acts are amended by P.A. 91-935.

“Agreement” is defined in the Preamble.

“Annual Subsidy Amount” is defined in Section 3.1.

“Assignment and Consent” shall mean the Assignment, Acceptance and Consent to Assignment of the Development Agreement dated as of August 1, 2001, pursuant to which ISFA shall assign, the CPD shall accept assignment, and the Developer shall consent to assignment of the Development Agreement from ISFA to the CPD.

“Bears Games” shall mean the pre-season, regular season and post-season NFL football games for which the Club is deemed the “home team.”

"Bond Proceeds" shall mean the net proceeds of the Bonds, after paying all costs of issuance and ISFA expenses incurred in connection with the Project.

"Bonds" shall mean the tax-exempt bonds issued by ISFA in connection with the Project, including any bonds issued to refund the original bonds.

"Capital Improvement" shall mean a capital repair or improvement undertaken by the CPD in connection with the Site and the Project.

"Capital Improvement Fund" is defined in Section 4.1.

"Club" is defined in Recital B.

"Construction Fund" shall mean an escrow fund to be used to pay certain costs in accordance with the Development Assistance Agreement and the Development Agreement.

"Contractors" shall mean the contractors, subcontractors, consultants, and/or suppliers of a Party.

"CPD" is defined in the Preamble.

"Day" or "day" shall mean a calendar day unless specifically denoted otherwise.

"Default" is defined in Section 9.1.

"Developer" is defined in Recital F.

"Development Agreement" shall mean the Development Agreement dated as of August 1, 2001, initially between ISFA and the Developer, and thereafter, upon and following the assignment of the Development Agreement by ISFA to the CPD pursuant to the Assignment and Consent, between the CPD and the Developer, as may be amended from time to time.

"Development Assistance Agreement" or "DAA" is defined in Recital E.

“Effective Date” is defined in Section 6.1.

“Governmental Authority” or “Governmental Authorities” shall mean all federal, state, county, city, local, and municipal bodies having jurisdiction over ISFA, the CPD, the Site, the Project, or any part of the foregoing

“Indenture” shall mean the Indenture of Trust between ISFA and the Trustee relating to the Bonds.

“ISFA” is defined in the Preamble.

“ISFA Hotel Tax” shall mean the occupation tax levied by ISFA upon all persons engaged in the City of Chicago in the business of renting, leasing, or letting rooms in a hotel, pursuant to Section 19 of the Act.

“Legal Requirements” shall mean the requirements of all federal, state, county, city, local, and municipal laws, ordinances, codes, rules and regulations, orders, permits, licenses, certifications, approvals, and decisions of all Governmental Authorities.

“NFL” is defined in Recital B.

“One Year Plan” is defined in Section 4.5.1.

“Operation and Maintenance Expenses” shall mean the costs incurred by the CPD to operate and maintain the Site and the Project, including general overhead and administrative expenses of the Site and the Project.

“Parties” shall mean ISFA and the CPD.

“Party” shall mean either one of the Parties.

“Permit Agreement” is defined in Recital F.

"Permit Year" shall mean a twelve-month period commencing on each January 1 during the Term.

"Project" shall mean the design, development, construction, and financing of improvements to the Site, as described more particularly in the Development Assistance Agreement.

"Reserve Fund" is defined in Section 5.1.

"Site" is defined in Recital A.

"Soldier Field" is defined in Recital A.

"State" shall mean the State of Illinois.

"Tax Agreement" shall mean, collectively, the Arbitrage and Tax Regulatory Agreement among ISFA, the CPD, the Club, the Developer, and the Trustee relating to the Bonds, and each of the Project Certificates to be executed by ISFA, the CPD, the Club, and the Developer.

"Term" is defined in Section 6.2.

"Three-Year Plan" is defined in Section 8.2.7.

"Trustee" shall mean LaSalle Bank National Association, as trustee under the Indenture.

ARTICLE III OPERATION AND MAINTENANCE SUBSIDY

3.1 Operation and Maintenance Subsidy. In fulfillment of its statutory authority under the Act, ISFA agrees to make payments to the CPD, to the extent that sufficient funds are available to ISFA, of an annual subsidy amount to subsidize the CPD's Operation and Maintenance Expenses during the Term as provided in this Article III (the "Annual Subsidy Amount").

3.2 Annual Subsidy Amount. If the Effective Date occurs before December 31, 2003, then the Annual Subsidy Amount for the 2003 Permit Year shall be equal to \$3.5 million. The Annual Subsidy Amount for the 2004 Permit Year shall be \$3.605 million, and in each Permit Year thereafter, the Annual Subsidy Amount shall be 103% of the Annual Subsidy Amount for the prior Permit Year. ISFA shall pay the Annual Subsidy Amount for the 2003 Permit Year, if any, on November 15, 2003. ISFA shall pay the Annual Subsidy Amount for the 2004 Permit Year and each Permit Year thereafter on November 15 of each such Permit Year. Each payment of an Annual Subsidy Amount shall be conditioned upon receipt by ISFA of a written certification of the CPD that the CPD's Operation and Maintenance Expenses for the applicable Permit Year exceed the Annual Subsidy Amount for such Permit Year. If funds available to ISFA, including amounts on deposit in the Soldier Field Reserve Fund, are insufficient to make any payment of an Annual Subsidy Amount pursuant to this Article III, then any deficiency shall be paid as soon as sufficient funds become available.

3.3 Termination of Subsidy Payments. ISFA's obligations under this Article III will terminate upon the expiration of the Term, and no payments with respect to an Annual Subsidy Amount will be made after the expiration of the Term.

ARTICLE IV CAPITAL IMPROVEMENT FUND

4.1 Capital Improvement Fund. In consideration of the CPD repairing and improving the Project during the Term, ISFA agrees to establish a Soldier Field Capital Improvement Fund (the "Capital Improvement Fund"), and to make funds available from the Capital Improvement Fund to subsidize the CPD's Capital Improvement expenses.

4.2 Creation of Capital Improvement Fund. ISFA will create the Capital Improvement Fund on its books.

4.3 Deposits to Capital Improvement Fund. To the extent that sufficient funds are available to ISFA, ISFA agrees to deposit amounts into the Capital Improvement Fund as follows:

4.3.1 On or before the first June 15 following the Effective Date, the amount of \$1.5 million;

4.3.2 On or before each June 15 thereafter, through and including June 15, 2010, the amount of \$1.5 million;

4.3.3 On or before June 15, 2011, the amount of \$2.5 million;

4.3.4 On or before June 15, 2012, and each June 15 thereafter during the Term, an amount equal to 103% of the previous year's required amount.

If funds available to ISFA, including amounts on deposit in the Soldier Field Reserve Fund, are insufficient to make any deposit or deposits pursuant to the preceding schedule, then any deficiency shall be deposited to the Capital Improvement Fund as soon as sufficient funds become available.

4.4 Surplus Amounts in Construction Fund. Surplus amounts remaining in the Construction Fund upon Final Completion (as defined in the Development Agreement) shall be deposited in the Capital Improvement Fund to the extent permitted by the Development Assistance Agreement, and invested and expended in accordance with the Tax Agreement.

4.5 Disbursements from the Capital Improvement Fund. ISFA will disburse amounts from the Capital Improvement Fund upon requisition by the CPD pursuant to this Section 4.5.

4.5.1 One-Year Plan. On or before the first January 1 following the Effective Date and each January 1 thereafter during the Term, the CPD must submit to ISFA a program of Capital Improvements that the CPD is currently undertaking or intends to undertake during the upcoming Permit Year, which generally describes each Capital Improvement in form and substance reasonably satisfactory to ISFA, including, without limitation, the total estimated cost of each such Capital Improvement (a "One-Year Plan"). The One-Year Plan may be submitted as part of the Three-Year Plan required by Section 8.2.7.

4.5.2 ISFA Approval. ISFA shall promptly approve funding for a Capital Improvement proposed by the CPD if such proposed Capital Improvement is located on the Site and is a Capital Improvement. Any denial by the ISFA shall be in writing and shall provide the basis for the ISFA determination.

4.5.3 CPD Requisitions from the Capital Improvement Fund. Following ISFA's approval of funding for a Capital Improvement pursuant to Section 4.5.2, and during the undertaking of the Capital Improvement or upon completion thereof, the CPD may from time to time submit to ISFA a requisition form including, without limitation, a certification of costs actually incurred by the CPD in relation to such Capital Improvement, together with all other supporting documentation reasonably requested by ISFA. Promptly after ISFA's receipt of such requisition form, certification, and requested supporting documentation (if

any), ISFA shall pay to the CPD or to the CPD's contractors from the Capital Improvement Fund an amount equal to the certified costs actually incurred by the CPD for such Capital Improvement, provided that the aggregate amount paid by ISFA with respect to such Capital Improvement shall not exceed the funding amount approved by ISFA for such Capital Improvement.

4.5.4 Limit on Disbursements. In no event shall ISFA be required to disburse to CPD any amount in excess of the balance on deposit in the Capital Improvement Fund. Furthermore, any amounts deposited in the Capital Improvement Fund pursuant to Section 4.4 shall be disbursed in accordance with the Tax Agreement and the opinion of bond counsel issued pursuant to the Development Assistance Agreement.

4.6 Funds Remaining in the Capital Improvement Fund. Funds deposited in the Capital Improvement Fund (whether deposited by ISFA directly or transferred from the Construction Fund) but not paid to the CPD during any Permit Year shall remain in the Capital Improvement Fund and be available for requisition by the CPD in subsequent Permit Years of the Term. Interest and other investment income on amounts on deposit in the Capital Improvement Fund shall be credited to the Capital Improvement Fund. Amounts in the Capital Improvement Fund shall only be used to satisfy the obligations of ISFA under this Agreement.

ARTICLE V SOLDIER FIELD RESERVE FUND

5.1 Establishment of Reserve Fund. ISFA will establish on its books a Soldier Field Reserve Fund (the "Reserve Fund").

5.2 Funding of Reserve Fund. In order to secure the Parties against fluctuations in receipts of the ISFA Hotel Tax during the Term, prior to making any repayments to the State pursuant to Section 19 of the Act in respect of amounts previously paid to ISFA from the Subsidy Account of the Illinois Sports Facilities Fund (during the ISFA fiscal year in which this Agreement is executed and any fiscal year thereafter during the Term), ISFA will deposit into the Reserve Fund surplus moneys remaining in each such fiscal year after payment or provision for payment of the amounts prescribed by Section 19 of the Act, so that the aggregate amount on deposit in the Reserve Fund is not less than the greater of (a) \$5 million or (b) the sum of (i) the Annual Subsidy Amount to be paid to the CPD during the next ISFA fiscal year *plus* (ii) the annual deposit to the Capital Improvement Fund required to be made during the next ISFA fiscal year. Amounts need not be deposited into the Reserve Fund unless surplus moneys as referred to in this Section 5.2 are available, but no repayment shall be made to the State pursuant to Section 19 of the Act in any Permit Year in respect of amounts previously paid to ISFA from the Subsidy Account of the Illinois Sports Facilities Fund if, after giving effect to such repayment, the amount remaining on deposit in the Reserve Fund would be less than the amount specified in this Section 5.2.

5.3 Withdrawals from Reserve Fund. ISFA may withdraw moneys from the Reserve Fund at any time as necessary to pay an Annual Subsidy Amount or to make a deposit to the Capital Improvement Fund. ISFA may also withdraw moneys from the Reserve Fund, including interest earnings and other investment income, at any time when the aggregate amount in the Reserve Fund is greater than the minimum amount

required to be maintained in the Reserve Fund by Section 5.2. Amounts in the Reserve Fund may only be used to satisfy the obligations of ISFA under this Agreement.

ARTICLE VI EFFECTIVE DATE AND TERM

6.1 Effective Date. The rights and obligations of the Parties under this Agreement will become effective upon the date on which Substantial Completion of the Stadium, as defined in the Development Agreement, occurs (the "Effective Date").

6.2 Term. The term of this Agreement shall commence on the Effective Date and continue until such time as all of the Bonds are no longer outstanding (the "Term"). Prior to the expiration of the Term, the Parties shall evaluate the revenues and expenses of each of the CPD and ISFA, and the continued use of Soldier Field as a stadium for the holding of athletic contests and musical, cultural, and social events, and, on the basis of such evaluation, may by mutual agreement extend the Term.

ARTICLE VII ISFA REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.1 ISFA's Representations and Warranties. ISFA hereby represents and warrants the following to the CPD:

7.1.1 Valid Existence. ISFA is a political unit of local government, body politic, and municipal corporation of the State, with full authority to conduct its business as presently conducted and as provided for in this Agreement, and in respect of which no action relating to insolvency, liquidation, or general suspension of payments by ISFA has, to the knowledge of ISFA, been taken.

7.1.2 Authority to Execute; Valid Execution. The individual executing this Agreement on behalf of ISFA has the full power and authority to execute this

Agreement on behalf of ISFA and to bind ISFA to all of the covenants, obligations, agreements, and duties of ISFA herein contained without the necessity of any other signatory to this Agreement. The execution and delivery of this Agreement by ISFA have been duly and validly authorized by all necessary action.

7.1.3 Binding Obligation. This Agreement, and all other agreements, documents, and instruments executed and delivered by ISFA in connection herewith, are legal, valid, and binding obligations of ISFA, and are enforceable against ISFA in accordance with their respective terms.

7.1.4 All Approvals. No consent, approval, authorization, declaration, registration, or filing with any Governmental Authority or nongovernmental person or entity is required in connection with the execution and delivery of this Agreement by ISFA, including without limitation any officer or member of ISFA, except for such consents, approvals, authorizations, declarations, or filings which have been obtained as of any date on which this representation is made or remade.

7.1.5 No Conflicts. The execution, delivery, and performance of this Agreement and each agreement, document, and instrument executed and to be executed and delivered by ISFA in connection herewith do not (and will not, upon the giving of notice or lapse of time or both) constitute a breach or default under any other agreement to which ISFA is a party or may be bound or affected; conflict with or create a breach of ISFA's charter, governing documents, or rules, policies, or regulations; or violate any Legal Requirement.

7.2 ISFA's Covenants. ISFA hereby covenants the following to the CPD, and expressly agrees with the CPD that the following covenants shall survive the execution and delivery of this Agreement, the Effective Date of this Agreement, and any termination of this Agreement, and shall be in full force and effect until the end of the Term:

7.2.1 Compliance With Legal Requirements. ISFA will comply, and will cause its employees, Contractors, agents, and representatives to comply, with all existing and future Legal Requirements which are applicable to ISFA's obligations under this Agreement.

7.2.2 Hotel Tax. ISFA will levy the ISFA Hotel Tax at the maximum rate permitted by law for the Term, and each year during the Term will certify to the State the amount required by Section 8.25-4 of the State Finance Act, 30 ILCS 105/1.1 *et seq.*

ARTICLE VIII CPD REPRESENTATIONS, WARRANTIES, AND COVENANTS

8.1 CPD's Representations and Warranties. The CPD hereby represents and warrants the following to ISFA:

8.1.1 Valid Existence. The CPD is a unit of local government, body politic, and municipal corporation of the State, with full authority to conduct its business as presently conducted and as provided for in this Agreement, and in respect of which no action relating to insolvency, liquidation or general suspension of payments by the CPD has, to the knowledge of the CPD, been taken.

8.1.2 Authority to Execute; Valid Execution. The individual executing this Agreement on behalf of the CPD has the full power and authority to execute this Agreement on behalf of the CPD and to bind the CPD to all of the covenants, obligations, agreements, and duties of the CPD herein contained without the necessity of any other signatory to this Agreement. The execution and delivery of this Agreement by the CPD have been duly and validly authorized by all necessary action.

8.1.3 Binding Obligation. This Agreement, and all other agreements, documents, and instruments executed and delivered by the CPD in connection herewith, are legal, valid, and binding obligations of the CPD, and are enforceable against the CPD in accordance with their respective terms.

8.1.4 All Approvals. No consent, approval, authorization, declaration, registration, or filing with any Governmental Authority or nongovernmental person or entity is required in connection with the execution, delivery, and performance of this Agreement by the CPD, including without limitation the consent of the Public Building Commission of Chicago or of any officer or member of the CPD, except for such consents, approvals, authorizations, declarations, or filings which have been obtained as of any date on which this representation is made or remade.

8.1.5 No Conflicts. The execution, delivery, and performance of this Agreement and each agreement, document, and instrument executed and to be executed and delivered by the CPD in connection herewith do not (and will not, upon the giving of notice or lapse of time or both) constitute a breach or default

under any other agreement to which the CPD is a party or may be bound or affected, conflict with or create a breach of the CPD's charter, governing documents, or rules, policies or regulations, or violate any Legal Requirement.

8.2 CPD's Covenants. The CPD hereby covenants the following to ISFA, and expressly agrees with ISFA that the following covenants shall survive the execution and delivery of this Agreement, the Effective Date of this Agreement, and any termination of this Agreement, and shall be in full force and effect until the end of the Term:

8.2.1 Compliance With Legal Requirements. The CPD will comply, and will cause its employees, Contractors, agents, and representatives to comply, with all existing and future Legal Requirements which are applicable to the CPD's obligations under this Agreement.

8.2.2 Tax-Exemption Covenants. The CPD shall not use (or cause or allow to be used) the Project, the Site, or the Bond Proceeds, or take or fail to take any action contrary to the requirement of the Tax Agreement, the effect of which would be to impair the exemption of interest on the Bonds from Illinois or federal income taxation. Furthermore, the CPD will cooperate with ISFA and the Trustee:

8.2.2.1 prior to the issuance of the Bonds by making available any required information, executing any documents necessary to issue the Bonds, and making any necessary covenants regarding tax exemption; and

8.2.2.2 during the Term by making available any required information, executing any documents necessary to continue the financing, and taking any action necessary to protect the tax-exempt status of the Bonds.

8.2.3 Insurance. The CPD, at its own cost and expense, will maintain or cause the Club to maintain in full force and effect the insurance coverages required from time to time by the Permit Agreement. All such policies shall name ISFA as an additional insured.

8.2.4 Club's Bears Games at Soldier Field. During the Term, the CPD will enforce for the benefit of ISFA, to the fullest extent permitted by law, all provisions of the Permit Agreement requiring the Club to play its Bears Games at Soldier Field unless a Bears Terminating Event has occurred (as that term is defined in the Permit Agreement). In the event that the Club no longer plays its Bears Games at Soldier Field, the CPD will endeavor in good faith to engage another NFL franchise to play its home games at Soldier Field.

8.2.5 PBC Lease. The CPD will not take (or fail to take) any action which would create a default under the certain lease agreement between the CPD and the Public Building Commission of Chicago dated May 15, 1993, or breach the CPD's obligations, covenants, and responsibilities thereunder.

8.2.6 Annual Revenue and Expense Report. On or before each July 1 during the Term, the CPD will furnish to ISFA a report of its revenues and expenses for Soldier Field over the preceding twelve-month period in form and substance reasonably satisfactory to bond counsel for ISFA.

8.2.7 Three-Year Plan. On or before the first January 1 following the Effective Date and every third January 1 thereafter during the Term, the CPD will furnish to ISFA a proposed program of Capital Improvements that the CPD is currently undertaking or intends to undertake during the upcoming three (3)

Permit Years, which generally describes each Capital Improvement in form and substance reasonably satisfactory to ISFA, including, without limitation, the total estimated cost of each such Capital Improvement (the "Three-Year Plan"). The CPD may from time to time amend the Three-Year Plan.

ARTICLE IX DEFAULT AND REMEDIES

9.1 Events of Default. The occurrence of any one or more of the following matters shall constitute a default under this Agreement (a "Default"): (i) breach by either Party of any material representation or warranty; (ii) failure by a Party to observe and perform any other covenant, condition, or agreement on its part to be observed or performed under this Agreement and the continuation of the same for thirty (30) days after the defaulting Party's receipt of written notice thereof from the other Party; provided, however, if such matter cannot with due diligence be remedied by the defaulting Party within such thirty (30) day period, and the defaulting Party shall have diligently prosecuted the remedying of such failure within such thirty (30) days, such period shall be extended by such additional time period as may be reasonably required by the defaulting Party to cure or correct such matter; or (iii) the insolvency, dissolution, or liquidation of a Party, or the filing of a petition in bankruptcy by or against a Party, or the adjudication of a Party as bankrupt, or any general assignment by a Party for the benefit of its creditors, or the application for, or consent to, the appointment of any receiver, trustee, custodian, or similar officer by a Party.

9.2 Remedies Upon Default. This Agreement shall be enforceable in any court of competent jurisdiction by either Party or its successors and assigns by any appropriate action at law or in equity, including mandamus and specific performance, to

secure the performance of the covenants herein contained. The rights and remedies set forth in this Section 9.2 shall be distinct, separate, and cumulative, and shall not operate to exclude or deprive the non-defaulting Party of any other right or remedy allowed by law or equity.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Notices. All notices required hereunder shall be in writing and shall be delivered in person, by facsimile, or sent by registered or certified mail, with postage prepaid and return receipt requested, to the following persons and addresses (or to such other persons and addresses as the Parties may subsequently designate):

If to ISFA: Illinois Sports Facilities Authority
333 W. 35th Street
Chicago, Illinois 60616
Attn: Jerry D. Blakemore
Facsimile: (312) 793-1975

with a copy to: Mayer, Brown & Platt
190 S. LaSalle Street
Chicago, Illinois 60603
Attn: Julian C. D'Esposito, Jr.
Facsimile: (312) 706-9132

If to the CPD: Chicago Park District
541 N. Fairbanks Court
Chicago, Illinois 60611
Attn: General Superintendent
Facsimile: (312) 742-5360

with a copy to: Chicago Park District
541 N. Fairbanks Court
Chicago, Illinois 60611
Attn: General Counsel
Facsimile: (312) 742-5613

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if sent by facsimile, on the date such

facsimile is sent, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

10.2 Severability. In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

10.3 Amendments. No provision of this Agreement shall be changed or modified, nor shall this Agreement be released, in whole or in part, except by an agreement in writing signed by both of the Parties.

10.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State, without regard to conflicts of law principles.

10.5 Assignment; Successors and Permitted Assigns. The CPD may not assign this Agreement without the prior written consent of ISFA. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties.

10.6 Entire Agreement. Except as expressly provided in the Development Assistance Agreement, this Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, whether written or oral.

10.7 Headings. The headings and captions used in this Agreement are inserted for reference and convenience only and the same shall not limit or construe the sections, articles, or paragraphs to which they apply or otherwise affect the interpretation of this Agreement.

10.8 Rights Cumulative. Except as otherwise provided in this Agreement, (i) rights and remedies available to any Party as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Party at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to a Party in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

10.9 No Waiver. No course of dealing or failure of any Party to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

10.10 Relationship Among the Parties. Nothing contained in this Agreement nor any acts of the Parties shall be deemed or construed by any Party or by any other person to create the relationship of principal and agent, or of limited or general partner, or of joint venture, or of any association between or among the Parties.

10.11 No Third-Party Beneficiary. Except as expressly set forth in this Agreement, there are no other intended third-party beneficiaries to this Agreement including, without limitation, the Club.

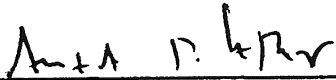
10.12 Personal Liability. The officers, directors, board members, employees, and agents of ISFA and the CPD shall have no personal liability or responsibility with respect to this Agreement or the Project, and each Party, for and on behalf of itself and anyone claiming by, through, or under it, expressly waives any and all personal liability

against the other Party (and the other Party's officers, directors, board members, employees, agents, Contractors, and consultants).

10.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the duly authorized representatives of ISFA and the CPD as of the date first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: 
Name: Alexander R. Lerher
Title: Chairman

CHICAGO PARK DISTRICT

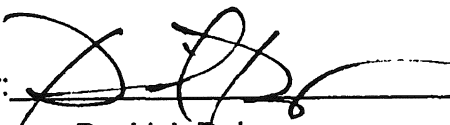
By: 
Name: David J. Doig
Title: General Superintendent

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FIRST AMENDMENT TO OPERATION ASSISTANCE AGREEMENT

THIS FIRST AMENDMENT TO OPERATION ASSISTANCE AGREEMENT (this "Amendment") is made and entered into as of this 1st day of September, 2001, by and between the ILLINOIS SPORTS FACILITIES AUTHORITY, a political subdivision, unit of local government, body politic, and municipal corporation of the State of Illinois ("ISFA"), and the CHICAGO PARK DISTRICT, a unit of local government, body politic, and municipal corporation of the State of Illinois (the "CPD").

RECITALS

A. ISFA and the CPD are parties to an Operation Assistance Agreement dated as of August 1, 2001 (the "Agreement").

B. ISFA and the CPD desire to amend the Agreement in the manner set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.1 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.

1.2 New Section 10.14. A new section, designated as Section 10.14, is hereby added to the Agreement as follows:

10.14. Grant of Lien on Local Tax. As further security for the observance and performance by ISFA of its agreements and obligations under this Agreement, ISFA hereby assigns and pledges to the CPD all

right, title and interest of ISFA in, under, and to the proceeds received by ISFA from the collections of the tax imposed by ISFA under Section 19 of the Act (the "Local Tax"), subject to (i) the prior rights of the State to reimbursements of the "Advance Amounts" (as such term is defined in the Act) in each fiscal year pursuant to the provisions of Section 19 of the Act in respect of amounts previously paid to ISFA from the Advance Account of the Illinois Sports Facilities Fund, (ii) the prior rights of the Chicago White Sox, Ltd. under the provisions of Article XXIII of a Management Agreement between ISFA and the Chicago White Sox, Ltd. dated as of June 29, 1988, as amended, and (iii) the prior rights of the Trustee to Authority Tax Revenues, as defined under the provisions of an Indenture of Trust dated as of June 1, 1999, as amended and supplemented by the First Supplemental Indenture of Trust dated as of August 1, 2001 from ISFA to LaSalle Bank National Association, as Trustee, entered into in connection with the issuance of the ISFA Sports Facilities Bonds (State Tax Supported), Series 1999 and 2001, respectively. ISFA covenants and agrees that any future pledge or other encumbrance of the proceeds of the Local Tax shall be subject to the lien and pledge created by this Section 10.14. ISFA shall be entitled to use and apply the proceeds received by ISFA from the collections of the Local Tax in each fiscal year for any lawful corporate purpose of ISFA free of the lien and pledge created by this Section 10.14, provided that ISFA has first paid or provided for the payment of its obligations under this Agreement for that year.

1.3 Effective Date and Effectiveness of Agreement. The rights and obligations of ISFA and the CPD pursuant to this Amendment shall become effective upon the Effective Date. Except as set forth herein, the Agreement shall remain in full force and effect.

1.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been executed and delivered by the duly authorized representatives of ISFA and the CPD as of the date first written above.

ILLINOIS SPORTS FACILITIES AUTHORITY

By: Alexander R. Lerner

Name: Alexander R. Lerner

Title: Chairman

CHICAGO PARK DISTRICT

By: David J. Doig

Name: David J. Doig

Title: General Superintendent