

**THREE PARTY AGREEMENT**

THIS AGREEMENT is entered into as of this 1<sup>st</sup> day of August, 2001, by and among the ILLINOIS SPORTS FACILITIES AUTHORITY ("ISFA"), the CHICAGO PARK DISTRICT ("Park District") and the CHICAGO WHITE SOX, LTD. ("Team").

1. The parties acknowledge that ISFA is a party to a Management Agreement, dated January 29, 1988, as amended by twelve amendments (the "Management Agreement"), with the Team and an Operation Assistance Agreement, dated as of August 1, 2001 (the "Operation Assistance Agreement") with the Park District. The Management Agreement and the Operation Assistance Agreement obligate the Authority to make certain payments with respect to the operation, maintenance and capital repair of Comiskey Park and the Lakefront Improvement Project, respectively. This paragraph describes the priority of annual payments to be made by the Authority to the Team and the Park District under those Agreements (a) after payment or provision for payment by the Authority of the principal, premium and interest, any deposits required to reserve funds created under any indenture or resolution, and payments to providers of credit enhancement, all with respect to any Bonds issued by the Authority under Section 13 of the Act and secured by amounts received by the Authority pursuant to State appropriations from the Sports Facilities Fund in the State Treasury, and (b) before repayments by the Authority to the State Treasurer under Section 19 of the Act:

- (i) First, payment of the White Sox Maintenance Subsidy in an amount determined for the then-current year in accordance with Section 16.01 of the Management Agreement;
- (ii) Next, payment of ISFA ordinary and necessary operating expenses;
- (iii) Next, payment of Comiskey Park Capital Repairs, including any deposit to the Comiskey Park Capital Repairs Account, as provided in Article VII of the Management Agreement, up to an annual limit of \$3 million, beginning in fiscal year 2002, and increasing at 3% compounded annually. In the event Comiskey Park Capital Repairs exceed this limit, the excess Capital Repairs shall be paid in order of priority (v);
- (iv) Next, payment of the Chicago Park District Annual Subsidy Amount beginning at \$3.5 million in fiscal year 2004 and increasing at 3% compounded annually, as calculated in the Operation Assistance Agreement. Any shortfall in any year will be carried forward and receive the same priority in following years until paid;
- (v) Next, payment of any excess Comiskey Park Capital Repairs pursuant to clause (iii);
- (vi) Next, payment of the deposit to the Soldier Field Capital Improvement Fund, which payment shall be \$1,500,000 per year for fiscal years 2004-2010, increasing to \$2,500,000 for fiscal year 2011 and increasing at 3%

compounded annually thereafter, as calculated in the Operation Assistance Agreement. Any shortfall in any year will be carried forward and receive the same priority in following years until paid;


- (vii) Next, reserving of the Chicago White Sox Reserve Fund Amount as calculated pursuant to Section 23.06 of the Management Agreement;
- (viii) Next, reserving of the Soldier Field Reserve Fund Amount as calculated pursuant to Article V of the Operation Assistance Agreement;
- (ix) Next, reserving of additional amounts by ISFA to protect against fluctuations in receipts from the tax imposed by ISFA under Section 19 of the Act that could affect ISFA's ability from year to year to repay Advance Amounts to the State, as provided in the Act, or to make the payments or deposits described above; and
- (x) Last, the payment of any obligations of ISFA under any amendment to the Management Agreement or Operation Assistance Agreement entered into after the date of Financial Closing or any obligations of the Authority under any management agreement or financial assistance agreement entered into by the Authority after the date of Financial Closing.

2. The parties agree that amounts hereafter paid by the Team to ISFA as rents or fees under the Management Agreement, and amounts presently or hereafter held by ISFA in the Comiskey Park Capital Repair Account and in the Chicago White Sox Reserve Fund Amount maintained pursuant to Section 23.06 of the Management Agreement shall be used solely by ISFA to satisfy its obligations under the Management Agreement. The parties further agree that amounts held by ISFA in the Soldier Field Capital Improvement Fund under the Operation Assistance Agreement and the Soldier Field Reserve Fund Amount as calculated under Article V of the Operation Assistance Agreement shall be used solely to satisfy ISFA's obligations under the Operation Assistance Agreement.

3. This Agreement shall be effective upon Financial Closing as that term is defined in a Development Assistance Agreement dated as of August 1, 2001 among ISFA, the Park District and the Chicago Bears Football Club, Inc. This Agreement shall terminate on the last to terminate of the Management Agreement and the Operation Assistance Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the duly authorized representative of ISFA, the Park District and the Team as of the date first above written.

ILLINOIS SPORTS FACILITIES AUTHORITY

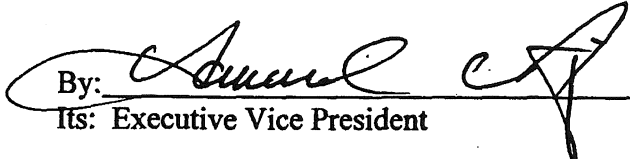
By:   
Its: Chief Executive Officer

CHICAGO PARK DISTRICT

By:   
Its: General Superintendent

CHICAGO WHITE SOX, LTD.

By: Chisox Corp.

By:   
Its: Executive Vice President