

Nothing in this Section 10.3 is intended to restrict the City's ability to increase the TOT from time to time.

ARTICLE 11.  
LEASES

**Section 11.1. Ground Lease.** Within the time period specified in the Schedule of Performance, the Stadium, the City and Stadco shall agree on the final form of the Stadium Ground Lease. The purpose of Stadco's review shall be to determine that the terms of the Ground Lease comply with the terms of Measure J, that the Ground Lease grants leasehold rights to the Stadium Authority consistent with the rights granted to Stadco under the Stadium Lease and that the terms of the Ground Lease are not in conflict with the terms of the Stadium Lease.

**Section 11.2. Stadium Lease.** Within the time period specified in the Schedule of Performance, the Stadium Authority and Stadco shall agree on the final form of the Stadium Lease. The Stadium Lease shall incorporate each of the provisions of the Stadium Lease Summary, substantially in the form attached with no material deviations from the attached provisions, unless mutually agreed upon by the Parties.

**Section 11.3. Team Sublease.** Within the time period specified in the Schedule of Performance, Stadco shall submit the Team Sublease to the Stadium Authority for the Stadium Authority's review and approval. The Stadium Authority's review shall be for the purpose of determining that the Team Sublease meets the requirements in this Agreement.

**Section 11.4. Training Facility Lease.** Within the time period specified in the Schedule of Performance, Stadco shall cause the Team to negotiate with the City to amend the lease between the Team and the City for the Team's headquarters and training facility at 4949 Centennial Boulevard, which amendment among other things is intended to extend the term of the Team's lease to be co-terminus with the Stadium Lease, reduce the size of the premises under such lease to exclude property included in the Stadium Site, in accordance with the Subdivision Map, and coordinate the non-economic terms of such lease with the Stadium Lease.

ARTICLE 12.  
DISPOSITION OF STADIUM LEASE

**Section 12.1. Opening Escrow.** To accomplish the conveyance of the leasehold interest in the Premises to Stadco pursuant to the Stadium Lease, Stadco shall establish an escrow ("Escrow") with the Title Company no later than the date set forth in the Schedule of Performance. By the date set forth in the Schedule of Performance, the Parties shall prepare, execute and deliver to the Title Company joint written instructions that are consistent with this Agreement ("Joint Escrow Instructions").

**Section 12.2. Deposit of Documents.** Within ten (10) Business Days following the satisfaction or waiver of all of the conditions set forth in Article 3 above as mutually determined by the Parties, excepting only the satisfaction of conditions requiring execution and deposit into Escrow of those documents that will not become effective until the Close of Escrow, the Parties

shall duly execute and acknowledge, as necessary, and deposit into Escrow with the Title Company any and all documents and funds necessary to effectuate the Close of Escrow, including the original counterparts of the Ground Lease, the Stadium Lease and all other agreements, instruments, or documents required under this Agreement. Each such agreement, instrument and document shall be in recordable form if it is to be recorded.

**Section 12.3. Close of Escrow.** The Joint Escrow Instructions shall require that provided that all of the conditions set forth in Article 3 above have been satisfied or waived and all of the documents and funds described forth in Section 12.2 above have been deposited into Escrow, Title Company shall do all of the following:

- (a) Complete the blank spaces in the documents referred to in Section 12.2 above (and all other documents required to be submitted prior to Close of Escrow) with the recording date and tract map information, if available, and other such information as may be specified in the Joint Escrow Instructions by the Parties;
- (b) Attach thereto final and accurate legal descriptions consistent with the title policies required under this Agreement; and
- (c) Cause to be recorded in the Official Records, the following documents:
  - (i) The Memorandum of Ground Lease;
  - (ii) The Memorandum of Agreement;
  - (iii) The Memorandum of Stadium Lease;
  - (iv) The Memorandum of Team Sublease; and
  - (v) Such other documents specified in the Joint Escrow Instructions, if any.

The date on which the Title Company records all of the above items pursuant to the Joint Escrow Instructions shall be the "Close of Escrow." The Close of Escrow shall occur no later than the Outside Closing Date.

**Section 12.4. Closing Costs and Prorations.** Subject to the terms of Section 12.6, Stadco shall pay to the Title Company all title insurance premiums and endorsement charges and all escrow fees in connection with the conveyance of the Premises to Stadco. Ad valorem taxes and assessments, if any, shall be prorated as of the Close of Escrow. Any such taxes and assessments, including supplemental taxes and escaped assessments, levied, assessed or imposed for any period up to the Close of Escrow shall be borne by the Stadium Authority, all of which shall be a Development Cost.

**Section 12.5. Condition of Title to the Premises.**

(a) Permitted Exceptions. The Stadium Authority shall convey the Premises to Stadco free of all liens, encumbrances, clouds, conditions, assessments, taxes, easements, occupancy or possession by others and rights of occupancy and possession by others, except the Permitted Exceptions.

(b) Title Defect. The Stadium Authority will not intentionally alter, or consent to the alteration by the City of, the condition of title existing as of the Effective Date, except for the documents and transactions contemplated hereunder, including without limitation the authorization for the Make-Ready Work. If on the date scheduled for the Close of Escrow, there exists on the Premises any liens, encumbrances, clouds, conditions, assessments, taxes, easements, occupancy and possession by others or rights of occupancy and possession other than those of Stadco, or any other matter which is not a Permitted Exception or an encumbrance otherwise agreed to by Stadco (each of the foregoing, a "Title Defect"), the Stadium Authority will have up to ninety (90) days following the scheduled date for the Close of Escrow to remove the Title Defect, which time period may be extended for up to an additional ninety (90) days at the option of Stadco, or extended for such longer period mutually agreed upon by the Stadium Authority and Stadco; provided that such extension period does not go beyond the Outside Closing Date. The Stadium Authority shall cooperate with Stadco to extend the Close of Escrow in order to permit the removal of any Title Defect (the "Extended Close of Escrow"); provided that the Extended Close of Escrow does not extend beyond the Outside Closing Date.

(c) Remedies With Respect to Uncured Title Defects. If at the date specified for the Extended Close of Escrow, or such later date mutually agreed upon by the Stadium Authority and Stadco, a Title Defect still exists, Stadco may by written notice to the Stadium Authority either (i) terminate this Agreement or (ii) accept delivery of the Premises under the Stadium Lease. If Stadco accepts delivery, the Title Defect will be deemed waived but solely with respect to any action by Stadco against the Stadium Authority and the City. If Stadco does not accept delivery and fails to terminate this Agreement within seven (7) days after the date specified for the Extended Close of Escrow, or any extension provided above, the Stadium Authority may terminate this Agreement upon three (3) days' written notice to Stadco. If the Agreement is terminated under this Section, the Parties shall have no further obligations to each other with respect to this Agreement, except to the extent this Agreement expressly provides that an obligation survives termination hereof.

**Section 12.6. Title Insurance.** The Joint Escrow Instructions will provide that concurrently with the Close of Escrow, the Title Company shall issue and deliver the following title insurance policies:

(a) Stadco Title Insurance. An A.L.T.A. extended coverage title insurance policy issued by the Title Company, with such coinsurance or reinsurance and direct access agreements as Stadco may request, in an amount designated by Stadco which is satisfactory to the Title Company, insuring that the leasehold estate in the Premises is vested in Stadco subject only to the Permitted Exceptions, and with such endorsements as may be requested by Stadco, all at the sole cost and expense of Stadco; and

(b) Stadium Authority Title Insurance. An A.L.T.A. extended coverage title insurance policy issued by the Title Company, with such coinsurance or reinsurance and direct access agreements as the Stadium Authority may request, in an amount designated by the Stadium Authority which is satisfactory to the Title Company, insuring that the Stadium Authority's leasehold estate in the Stadium Site is vested in the Stadium Authority subject only to the Permitted Title Exceptions which are applicable to such leasehold interest, and with such endorsements as may be requested by the Stadium Authority, all at the sole cost and expense of Stadco; provided that the cost to Stadco for such policy (including the endorsements) is not in excess of the cost of the title policy in Section 12.6(a), in which case, the Stadium Authority shall pay any excess amount.

(c) Lender(s) Title Insurance. An A.L.T.A. extended coverage title insurance policy issued by the Title Company, with such coinsurance or reinsurance and direct access agreements as any of the Stadium Authority's or Stadco's leasehold lenders may request, in an amount designated by each such lender which is satisfactory to the Title Company, insuring that the each such lender's lien in leasehold estate in the Stadium Site or Premises is vested in such leasehold lender, subject only to the Permitted Title Exceptions, and with such endorsements as may be requested by each such lender.

**Section 12.7. Condition of the Stadium Site.**

(a) "As Is" Conveyance. STADCO SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SUBJECT TO THE PROVISIONS OF SECTION 12.5(a), THE STADIUM AUTHORITY'S INTEREST IN THE STADIUM SITE WILL BE DELIVERED PURSUANT TO THE GROUND LEASE ON AN "AS IS, WITH ALL FAULTS" BASIS AND THAT STADCO IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE CITY OR STADIUM AUTHORITY AS TO ANY MATTERS CONCERNING THE STADIUM SITE, INCLUDING WITHOUT LIMITATION: (i) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE STADIUM SITE (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (ii) THE STADIUM SITE'S, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE STADIUM SITE FOR ANY PARTICULAR PURPOSE, (iii) THE ZONING OR OTHER LEGAL STATUS OF THE STADIUM SITE OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE STADIUM SITE, (iv) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE STADIUM SITE OR THE ADJOINING OR NEIGHBORING PROPERTIES, (v) THE CONDITION OF TITLE TO THE STADIUM SITE AND (vi) WHETHER THE STADIUM SITE IS LOCATED IN ANY OF THE FOLLOWING AREAS, EACH OF WHICH, AND COLLECTIVELY, SHALL BE REFERRED TO AS AN "ENVIRONMENTALLY DANGEROUS AREA": AN AREA WHICH IS DESIGNATED BY ANY FEDERAL, STATE OR LOCAL AGENCY AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE

INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA. STADCO ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE STADIUM SITE AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE STADIUM SITE. STADCO UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE STADIUM SITE'S LOCATION IN ANY ENVIRONMENTALLY DANGEROUS AREA. NOTWITHSTANDING ANY OF THE FOREGOING, OR THE REMAINDER OF THIS SECTION 12.7 TO THE CONTRARY, THE STADIUM AUTHORITY'S CONVEYANCE OF STADCO'S LEASEHOLD INTEREST PURSUANT TO THE STADIUM LEASE SHALL NOT RELEASE THE STADIUM AUTHORITY FROM ITS OBLIGATIONS UNDER SECTION 13.1 OF THIS AGREEMENT.

(b) Stadco's Release of the Stadium Authority. Stadco, on behalf of itself and anyone claiming by, through or under Stadco, hereby waives its right to recover from and fully and irrevocably releases the Stadium Authority, the City, and their council members, board members, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that Stadco may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action (collectively, "Loss") arising from or related to (i) the condition, valuation, salability or utility of the Stadium Site or its suitability for any purpose whatsoever, (ii) any presence of hazardous materials on the Stadium Site occurring prior to the delivery of Stadco's leasehold interest in the Premises pursuant to the Stadium Lease, except if caused by the gross negligence or intentional misconduct of a Released Party, and (iii) any information furnished in good faith by the Released Parties regarding the physical condition of the Stadium Site.

(c) Scope of Release. The release set forth in Section 12.7(b) hereof includes claims of which Stadco is presently unaware or which Stadco does not presently suspect to exist which, if known by Stadco, would materially affect Stadco's release of the Released Parties. Stadco specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by Law, Stadco agrees, represents and warrants that Stadco realizes and acknowledges that factual matters now unknown to Stadco may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Stadco further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Stadco nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, Stadco, on behalf of itself and anyone claiming by, through or under Stadco, hereby assumes the above-mentioned risks and hereby expressly waives any right Stadco and anyone claiming by, through or under Stadco, may have under Section 1542 of the California Civil Code, which reads as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

Stadco's Initials: \_\_\_\_\_

(d) The provisions of this Section 12.7 shall survive the termination of this Agreement.

ARTICLE 13.  
CONSTRUCTION OF THE STADIUM

**Section 13.1. Commencement and Completion of Construction.** Following the Close of Escrow, pursuant to the terms of the Design-Build Agreement, and through the Construction Agent, the Stadium Authority shall cause the Design-Build Contractor to:

(a) commence and diligently prosecute to Completion the construction of the Project in accordance with the terms of this Agreement and within the time set forth in the Schedule of Performance; and

(b) construct the Project (i) pursuant to the Design-Build Agreement, which among other things, shall require the Design-Build Contractor to deliver payment and performance bonds, pay prevailing rates of wages and comply with local sales and use tax law, and (ii) in accordance with the GMP Set, the approved Final Construction Documents, and the terms and conditions of all applicable City and other Governmental Authority approvals.

**Section 13.2. Limitation of Liability.**

(a) Notwithstanding the provisions of Section 19.2(b), the Stadium Authority's liability to Stadco for Project construction defects or the failure to comply with the requirements of Section 13.1 arising from or in connection with the failure of the Design-Build Contractor, or other design professionals, the Make-Ready Work Contractor, any Separate Contractor, other contractors or subcontractors in connection with the construction of the Project (each a "Responsible Party" and collectively, the "Responsible Parties") to comply with their obligations under the Design-Build Agreement or any other contract with the Stadium Authority or contract pursuant to which the Stadium Authority has rights to enforce obligations of any such Responsible Party (each such contract, a "Responsible Party Contract" , and collectively, the "Responsible Party Contracts") shall be limited to the following: (a) funds obtained from each such Responsible Party and its surety in connection with the Stadium Authority's diligent enforcement of such Responsible Party's Responsible Party Contract, including, without limitation the enforcement of all warranties in connection with the Responsible Party Contracts; (b) at the request of Stadco, the conveyance, transfer and assignment to Stadco of the non-exclusive right to enforce jointly or severally (i) any and all respective obligations of any Person under any Responsible Party Contract, including, but not limited to any and all representations,