

(b) Notice and Cure Procedure. Upon the occurrence of any of the above-described events, the Stadium Authority shall first notify Stadco in writing of its purported breach or failure, giving Stadco ten (10) days from receipt of such notice to cure a failure to make a payment required by this Agreement and thirty (30) days from receipt of such notice to cure any other breach or failure. Except as provided in the Stadium Lease with respect to permitted Mortgagees, in the event Stadco does not then cure the payment default within such ten (10) day period, or such other default within such thirty (30)-day period (or, if the default is not reasonably susceptible to cure within such thirty (30)-day period, Stadco fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion within a reasonable time not to exceed sixty (60) days from receipt of the default notice), then the Stadium Authority shall be entitled to any rights afforded it at law or in equity by pursuing any or all of the following remedies:

(i) terminating this Agreement upon thirty (30) days' prior written notice to Stadco;

(ii) instituting an action for specific performance;

(iii) prosecuting an action for damages (excluding punitive damages and Consequential Damages) for a Stadco Event of Default occurring after the Close of Escrow;
or

(iv) seeking any other remedy available at law or in equity (excluding punitive damages and Consequential Damages). If the Stadium Authority elects to terminate this Agreement the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 19.4. Rights and Remedies Cumulative. Except as otherwise provided, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default. No waiver made by one Party with respect to the performance, or manner or time of performance, or any obligation of the other Party or any condition to its own obligation under this Agreement will be considered a waiver with respect to any such obligation of the other Party or condition to its own obligation beyond those expressly waived to the extent of such waiver, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

ARTICLE 20.
GENERAL PROVISIONS

Section 20.1. Stadco Representations and Warranties. As an inducement to the Stadium Authority to enter into this Agreement, Stadco hereby represents and warrants to the Stadium Authority as of the Effective Date (except with respect to (g)) and as of the Close of Escrow, as follows:

(a) Power and Authority. Each individual executing and delivering this Agreement on behalf Stadco hereby represents to the other Party that such individual has all requisite power and authority to execute and deliver the same and to bind Stadco hereunder.

(b) Organization. Stadco is a limited liability company, duly organized and validly existing under the laws of the State of Delaware, with all necessary power and authority to enter into this Agreement and to consummate the transactions herein contemplated. Stadco is qualified to do business in the State of California.

(c) Authorization. Stadco has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this Agreement, performance of the Agreement. No consent to the execution and delivery of this Agreement by Stadco or the performance by Stadco of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or other Person, other than any such consent which already has been given.

(d) Enforceable. Upon the date of this Agreement, this Agreement shall constitute a legal, valid and binding obligation of Stadco, enforceable against Stadco in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

(e) No Conflict. The execution, delivery and performance of this Agreement by Stadco does not and will not conflict with, or constitute a violation or breach of, or constitute a default under (i) the formation documents of Stadco, (ii) any applicable Law binding upon or applicable to Stadco, or (iii) any material agreements to which Stadco is a party that are materially related to the development or operation of the Stadium, including, but not limited to a loan agreement.

(f) No Litigation. Unless otherwise disclosed in writing to the Stadium Authority prior to the date of this Agreement and prior to the Close of Escrow, as applicable, to Stadco's actual knowledge, there is no existing, pending or threatened litigation, suit, Action or Proceeding before any court or administrative agency affecting Stadco that would, if adversely determined, materially and adversely affect Stadco's ability to perform its obligations under this Agreement or to manage the development of, and if Stadco or an Affiliate enters into an agreement with the Stadium Authority to operate the Stadium, the operation of, the Stadium. For the purpose of this subsection (f), Stadco's actual knowledge means the actual knowledge of each of John Edward York and Larry MacNeil.

(g) No Material Adverse Change. There has been no material adverse change in the financial condition of Stadco since the Effective Date which would materially and adversely affect Stadco's ability to perform its obligations under this Agreement, or to participate in the development and operation of the Stadium in accordance with the terms of this Agreement.

Section 20.2. Stadium Authority Representations and Warranties. As an inducement to Stadco to enter into this Agreement, the Stadium Authority represents and warrants to Stadco as of the Effective Date (except with respect to (g)) and the Close of Escrow as follows:

(a) **Power and Authority.** Each individual executing and delivering this Agreement on behalf the Stadium Authority hereby represents to the other Party that such individual has all requisite power and authority to execute and deliver the same and to bind the Stadium Authority hereunder.

(b) **Organization.** The Stadium Authority is a joint powers authority duly formed and validly existing under the laws of the State of California, with all necessary power and authority to enter into this Agreement and to consummate the transactions herein contemplated.

(c) **Authorization.** The Stadium Authority has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this Agreement, performance of the Agreement. No consent to the execution and delivery of this Agreement by Stadco or the performance by Stadco of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or other Person, other than any such consent which already has been given.

(d) **Enforceable.** This Agreement shall constitute a legal, valid and binding obligation of the Stadium Authority, enforceable against the Stadium Authority in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

(e) **No Conflict.** The execution, delivery and performance of this Agreement by the Stadium Authority does not and will not conflict with, or constitute a violation or breach of, or constitute a default under or violation of (i) the Joint Powers Agreement or any other formation documents of the Stadium Authority, (ii) any applicable Law binding upon or applicable to the Stadium Authority, or (iii) any material agreements to which the Stadium Authority is a party, that is materially related to the development or operation of the Project, including but not limited to the Ground Lease.

(f) **No Litigation.** Unless otherwise disclosed in writing to Stadco, to the Stadium Authority's actual knowledge, there is no existing, pending or threatened litigation, suit, Action or Proceeding before any court or administrative agency affecting the Stadium Authority or the Stadium Site that would, if adversely determined, materially and adversely affect the Stadium Authority or the Stadium Site or the Stadium Authority's ability to perform its obligations under this Agreement or to develop and operate the Project. For the purpose of this subsection (f), the Stadium Authority's actual knowledge means the actual knowledge of the Executive Director.

(g) No Material Adverse Change. To the best of the Stadium Authority's knowledge, there has been no material adverse change in the financial condition or bonding capacity of the Stadium Authority since the date of this Agreement which would materially and adversely affect the Stadium Authority's ability to perform its obligations under this Agreement or to develop and operate the Stadium.

Section 20.3. Stadco's Termination of Agreement. Notwithstanding any provision of this Agreement to the contrary, if, prior to the Close of Escrow, Stadco determines that one or more conditions to the Close of Escrow will not timely be met following the good faith effort to satisfy such condition by Stadco and/or the Stadium Authority, Stadco may give notice of such determination to the Stadium Authority, specifying in reasonably sufficient detail the basis for Stadco's determination. Following the delivery of such notice, the Parties shall cooperate to minimize the costs incurred by either Party in connection with this Agreement. Over the ninety (90) days following delivery of such notice, the Parties shall meet at least weekly to explore and consider in good faith approaches to satisfying the conditions to the Close of Escrow. If, at the conclusion of such ninety (90)-day period, it remains Stadco's good faith determination that the conditions to the Close of Escrow will not timely be met, Stadco shall have the right to terminate this Agreement by delivering a notice of termination to the Stadium Authority. If the Agreement is terminated under this Section, any costs incurred by a Party in connection with this Agreement and the Project shall be completely borne by such Party, and 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 20.4. Notices, Demands and Communications.

(a) General Notice. All notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Agreement shall be given in writing to such Party at the address set forth below, or at such other address as such Party shall designate by written notice to the other Party to this Agreement and may be (i) sent by registered or certified U.S. Mail with return receipt requested, (ii) delivered personally (including delivery by private courier services) or (iii) sent by facsimile (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (1) three (3) Business Days after posting if mailed as provided, (2) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day, or (3) in the case of facsimile (with confirmation of such notice), when sent, so long as it was received during normal business hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional parties to whom notice hereunder must be given, by delivering to the other Party five (5) days' notice thereof setting forth the address(es) for each such additional party.

Stadium Authority:

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Jennifer Sparacino, Executive Director

with copies to:

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Richard E. Nosky, Jr., Authority General Counsel

Stadco:

Forty Niners Stadium, LLC
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: John Edward York, President

with copies to:

Forty Niners Stadium, LLC
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: Larry MacNeil, CFO

and

Forty Niners Stadium, LLC
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: Jack Hill, Project Executive

and

Coblentz, Patch, Duffy & Bass LLP
One Ferry Building, Suite 200
San Francisco, CA 94111
Attention: Harry O'Brien

(b) NFL Notice. If any Party delivers any notice pursuant to Article 19 or Section 20.3 of this Agreement, such Party shall also contemporaneously deliver a copy of such notice to the NFL at 280 Park Avenue, New York, NY 10017, Attention: Treasurer. The NFL

shall have the right at any time and from time to time to change such address for notice by giving all Parties at least five (5) days prior written notice of such change of address.

Section 20.5. Stadium Authority Approval. Whenever this Agreement calls for Stadium Authority approval, consent, or waiver, the written approval, consent, or waiver of the Executive Director, or his or her designee, shall constitute the approval, consent, or waiver of the Stadium Authority, without further authorization required from the Board. The Stadium Authority hereby authorizes the Executive Director, or his or her designee, to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Stadium Authority.

Section 20.6. No Personal Liability. No member, official, councilmember, commissioner, partner, employee, shareholder, member, manager, director or agent of any Party or the City shall be personally liable to any other Party, the City or any of their successors-in-interest, in the event of any default or breach by any Party or for any amount which may become due to such Party or on any obligation under the terms of this Agreement.

Section 20.7. Submittals and Approvals. Various submittals are required or may be provided by the Stadco pursuant to this Agreement. As expressly provided by this Agreement, the Stadium Authority shall approve or disapprove certain of Stadco's submittals within a certain timeframe or else such submittal shall be deemed approved by the Stadium Authority. Notwithstanding the provisions for deemed approval, no matter shall be deemed approved unless the request for approval contains the following provision, in bold print with the appropriate time period stated:

NOTICE IS HEREBY GIVEN THAT PURSUANT TO SECTION __ OF THE DDA THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN ____ () DAYS SHALL BE DEEMED AN APPROVAL.

Section 20.8. Enforced Delay.

(a) **Force Majeure.** No Party hereunder, nor its successor-in-interest, shall be deemed to be in default with respect to an obligation under this Agreement where an enforced delay in the performance of such obligation is primarily due to war; insurrection; strikes and substantial interruption of work because of labor disputes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; acts or the failure to act of any public or governmental agency or entity relating to the issuance of permits or other regulatory approvals, and moratoriums in the issuance of permits or approvals applicable to the Stadium Site or the Improvements; delays of contractors and subcontractors due to any of these causes; the unanticipated presence of hazardous materials or other concealed conditions on the Stadium Site that would materially and adversely hinder the construction of the Project (including archeological finds); inability to obtain materials or reasonably acceptable substitute materials; Litigation Force Majeure (provided that the Party seeking to claim the occurrence of a Litigation Force Majeure proceeds with due diligence to defend such Action or Proceeding or takes other appropriate measures to resolve any dispute that is the subject of such Action or Proceeding); or

other causes beyond the reasonable control and without the fault of the Party claiming an extension of time to perform ("Force Majeure"). An extension of time for Force Majeure shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the enforced delay; provided that the Party requesting an extension of time under this Section 20.8 has given notice to the other Parties promptly following knowledge of the enforced delay, but in no event later than thirty (30) days after the commencement of such enforced delay. For purposes of this Section 20.8, a cause shall be beyond the control of the Party whose performance would otherwise be due only if and to the extent such cause would prevent or hinder the performance of an obligation by any reasonable person similarly situated and shall not apply to causes peculiar to the Party claiming the benefit of this Section 20.8 (such as a failure to order materials in a timely fashion).

(b) Litigation Force Majeure. "Litigation Force Majeure" means any Action or Proceeding before any court, tribunal, or other judicial, adjudicative or legislative decision-making body, including any administrative appeal, brought by a third party, (i) which seeks to challenge the validity of any action taken by the City, the Stadium Authority or the Agency in connection with the Project, including the City's approval execution and delivery of the Ground Lease and the Stadium Authority's approval, execution and delivery of this Agreement or the Stadium Authority's approval, execution and delivery of the Stadium Lease and its performance hereunder and thereunder, as applicable, or other action by the City, the Stadium Authority or the Agency approving the execution and delivery of any Project-related documents, or any findings upon which any of the foregoing are predicated, or (ii) which seeks to challenge the validity of any other governmental permit or approval required in connection with construction of the Project. Performance by a Party hereunder shall be deemed delayed or made impossible by virtue of Litigation Force Majeure during the pendency thereof, and until a judgment, order, or other decision resolving such matter in favor of the Party whose performance is delayed has become final and unappealable. Under no circumstances shall the delay attributable to an event of Litigation Force Majeure extend beyond three (3) years unless the Parties expressly waive such limitation. The Parties shall each proceed with due diligence and shall cooperate with one another to defend the Action or Proceeding or take other measures to resolve the dispute that is the subject of such Action or Proceeding.

Section 20.9. Inspection of Books and Records. The Stadium Authority has the right at all reasonable times during customary business hours and upon two (2) Business Days' prior written notice to inspect (but not copy, unless such information is public record) the books and records of Stadco pertaining to its obligations under this Agreement; provided that, the Stadium Authority shall, to the maximum extent allowed by applicable Law, keep strictly confidential any such information which Stadco determines is proprietary. Stadco also has the right at all reasonable times during customary business hours and upon two (2) Business Days' prior written notice to inspect the books, records and all other documentation of the Stadium Authority which legally may be disclosed pertaining to its obligations under this Agreement. The provisions of this Section 20.9 shall survive the termination of this Agreement for two (2) years after such termination.

Section 20.10. Table of Contents; Headings. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 20.11. Governing Law. This Agreement and the actions of the Parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of California (excluding principles of conflict of laws).

Section 20.12. Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to the Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 20.13. Legal Actions. Except as otherwise expressly provided in this Agreement, if either Party hereto fails to perform any of its respective obligations under this Agreement or if any dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, Attorneys' Fees and Costs. Any such Attorneys' Fees and Costs incurred by either Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such Attorneys' Fees and Costs obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

(a) In the event legal action is commenced by a third party or parties, the effect of which is to directly or indirectly challenge or compromise the enforceability, validity, or legality of this Agreement and/or the power of the Stadium Authority to enter into this Agreement or perform its obligations hereunder, either the Stadium Authority or Stadco may defend such action. Upon commencement of any such action, the Stadium Authority and Stadco shall meet in good faith and seek to establish a mutually acceptable method of defending such action, and the Stadium Authority shall defend such action if requested by Stadco.

(b) Subject to the agreement of the Parties contained in this Agreement regarding alternative procedures for dispute resolution, any Action or Proceeding against any Party arising out of or relating to this Agreement or any transaction contemplated hereby or any judgment entered by any court in respect thereof may be brought in any federal or state court located in the County of Santa Clara, California, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such Action or Proceeding. Each Party irrevocably agrees not to assert any objection that it may ever have to the location of venue of any such Action or Proceeding in any federal or state court in the County of Santa Clara,

California, and any claim that any such Action or Proceeding brought in any such court has been brought in an inconvenient forum. Subject to the agreement of the Parties contained in this Agreement regarding alternative procedures for dispute resolution, each Party agrees not to bring any Action or Proceeding against the other Party arising out of or relating to this Agreement or any transaction contemplated hereby except in a federal or state court located in the County of Santa Clara, California. The provisions of this Section 20.13 shall survive the termination of this Agreement.

Section 20.14. Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

Section 20.15. Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the matters set forth herein.

Section 20.16. Discretion Retained By City. The Stadium Authority's execution of this Agreement in no way limits the lawful exercise by the City in the otherwise required permit and approval process.

Section 20.17. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together constitute one and the same Agreement. All signatures need not be on the same counterpart.

Section 20.18. Amendments. The Parties may amend this Agreement only by means of a writing signed by all Parties.

Section 20.19. Standard of Approval. Any consents or approvals required or permitted under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

Section 20.20. Indemnity. To the extent permitted by law, and subject to the indemnification obligations under the Construction Agency Agreement and the Design-Build Agreement, Stadco undertakes and agrees to indemnify, hold harmless and defend (by counsel reasonably satisfactory to the Stadium Authority) the Stadium Authority, the City, their respective commissioners, council members, officers, employees, agents, and successors (the "Indemnified Parties"), from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and costs of litigation and litigation-related matters, damage or liability of any nature whatsoever, arising in any manner by reason of or incident to Stadco's acts or omissions in its performance under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties.

Section 20.21. No Presumption against Drafter. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of

the Parties, without any presumption against the Party responsible for drafting any part of this Agreement (including, but not limited to California Civil Code Section 1654).

Section 20.22. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the successors and assigns of the Stadium Authority, the Agency and Stadco, subject to the limitations on assignment set forth in Article 18, including, as to any Mortgagee, any transferee and any successor or assign of such transferee. Where each term "Stadium Authority" or "Stadco" is used in this Agreement, it means and includes the respective successors and assigns.

Section 20.23. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other Person shall have or acquire any right or action based upon any provisions of this Agreement.

Section 20.24. Time of Performance.

- (a) **Expiration.** All performance dates (including cure dates) expire at 5:00 p.m., Santa Clara, California time, on the performance or cure date.
- (b) **Weekends and Holidays.** A performance date that falls on a Saturday, Sunday or Legal Holiday is deemed extended to the next Business Day.
- (c) **Days for Performance.** All periods for performance specified in this Agreement in terms of days shall be calendar days, and not Business Days, unless otherwise expressly provided in this Agreement.
- (d) **Time of the Essence.** Time is of the essence with respect to each required completion date in the Schedule of Performance.

Section 20.25. Further Assurances. The Parties shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as the Parties shall reasonably request of each other in order to fulfill the intent of this Agreement and the transactions contemplated thereby. The Parties understand and acknowledge that the actual amounts of the potential revenue streams that are planned to be used to finance the development of the Stadium, as generally described in this Agreement, and the specific requirements of the various bond underwriters and lenders that will provide financing in the future, are uncertain at this point in time and that no Party has committed to any specific amount to be raised from these funding sources nor has any Party made any representation that it will be financially feasible to capitalize these funding sources. In recognition of these facts, the Parties acknowledge that it is critical to maintain flexibility in the approach to financing of the Stadium construction, subject in all events to the limitations on the investment of the City, Agency and CFD as set forth herein.

Section 20.26. Public Records Act Request. If any Person requests the Stadium Authority or any of its Affiliates, or agents to disclose any information of a confidential, proprietary or trade secret nature with respect to Stadco or Stadco's activities in connection with

the Project under the California Public Records Act (California Government Code Section 6250, et seq.) or equivalent or successor statute (the "Public Records Act"), then, prior to making any such disclosure, the Stadium Authority shall give notice to Stadco prior to any required disclosure and, subject to the time periods imposed by the Public Records Act for responses to public record requests, shall give Stadco a reasonable opportunity to interpose an objection or to seek a protective order, subject to the time limitations. Each Party shall also cooperate with each other and use reasonable efforts to promptly identify any applicable exemptions from disclosure under the Public Records Act. If a legal action is filed against the Stadium Authority seeking to compel disclosure of any such information of a confidential, proprietary or trade secret nature with respect to Stadco or Stadco's activities in connection with the Project, the Stadium Authority shall give prompt notice of the filing of such action to Stadco and Stadco shall defend and indemnify the Stadium Authority from all costs and expenses of such defense, including reasonable attorney fees of the Stadium Authority or attorneys' fees awarded by a court arising out of such action. The provisions of this Section 20.26 shall survive the termination of this Agreement.

Section 20.27. Cooperation with Lenders. At the request of lenders under any Stadium Authority Financing or any financing permitted by Section 8.6 of this Agreement obtained by Stadco, the Parties shall reasonably cooperate to revise provisions of this Agreement to coordinate with the documents for such financings provided that the requested revisions do not materially alter the Parties rights or obligations under this Agreement, as reasonably determined by each Party.

Section 20.28. Effectiveness of Agreement. This Agreement is dated and shall become effective on the date the Parties duly execute and deliver this Agreement following approval of this Agreement by the Board in its sole and absolute discretion. The Effective Date of this Agreement will be inserted on Page 1 of this Agreement by the Stadium Authority with the prior approval of Stadco. Where used in this Agreement or in any of its exhibits, references to the "date of this Agreement," the "Agreement date" or the "Effective Date" means the Effective Date determined as set forth above and shown on Page 1 of this Agreement.