

ARTICLE 2.  
GENERAL

**Section 2.1. Term.** The term of this Agreement shall commence on the Effective Date and, unless this Agreement is earlier terminated in accordance with its provisions, shall terminate on the later of the recordation of the Certificate of Completion pursuant to Section 14.1, or the closing of the Takeout Financing (the "Term").

**Section 2.2. Relationship of this Agreement to Stadium Lease.** This Agreement addresses, among other matters, the conditions to the Close of Escrow and the delivery of the Stadium Lease to Stadco from the Stadium Authority, the general scope of the Stadium Authority's obligations to design and construct the Project, and the obligations of the Parties relating to the financing for development of the Project. If the conditions to the Close of Escrow set forth in Article 3 are satisfied, then upon Close of Escrow, the Stadium Authority will enter into the Stadium Lease with Stadco and develop the Project. Before the Completion of the Project this Agreement shall control in the event of any inconsistencies between this Agreement and the Stadium Lease. From and after the Completion of the Project, the Stadium Lease will govern the rights and obligations of the Stadium Authority and Stadco with respect to the use and occupancy of the Premises.

**Section 2.3. Relationship of this Agreement and Stadium Lease to Ground Lease.** The Ground Lease will govern the rights and obligations of the City and the Stadium Authority with respect to the use and occupancy of the Stadium Site. The terms of the Stadium Lease shall be subject to the terms of the Ground Lease. The Stadium Authority shall not enter into any amendment of the Ground Lease without the prior written consent of Stadco. It shall be reasonable for Stadco to withhold such consent if any proposed amendment to the Ground Lease could either reduce the rights or increase the obligations of the Stadium Authority, Stadco or the Team with respect to the Project or the Stadium Site. The provisions of this Section 2.3 shall survive the termination of this Agreement.

**Section 2.4. Joint Powers Agreement.** The Stadium Authority covenants that during the Term, the Joint Powers Agreement shall not be amended to materially decrease the authority of the Stadium Authority thereunder, to permit the Stadium Authority to engage in any activities other than those required to develop and operate the Stadium as required or permitted in accordance with the terms of this Agreement, the Stadium Lease and the other documents contemplated by this Agreement, and shall not be terminated without the prior written consent of Stadco, which consent may be conditioned or withheld in the sole and absolute discretion of Stadco.

ARTICLE 3.  
PRECONDITIONS TO CLOSE OF ESCROW AND  
COMMENCEMENT OF STADIUM CONSTRUCTION

**Section 3.1. Conditions Precedent to the Commencement of Construction and Close of Escrow.** As conditions precedent to the Commencement of Construction of the Stadium and the Close of Escrow for the conveyance of a leasehold interest in the Premises to Stadco, the

conditions set forth in this Article 3 must be met by the times specified for such conditions in the Schedule of Performance (as such times may be extended pursuant to Section 20.8 and as further described in Sections 3.1 (a) and (b) below) or, if no time is so specified, on or before the Close of Escrow.

(a) Mutual Benefit. The conditions set forth in Sections 3.2 through 3.19, and 3.22-3.28 are intended for the mutual benefit of the Stadium Authority and Stadco, and if any such condition is not satisfied on or before the date scheduled for the Close of Escrow, either Party shall have the right, in its sole discretion, to (i) waive in writing the condition in question, (ii) subject to the terms of Section 3.1(c), extend the date scheduled for the Close of Escrow for a reasonable period of time specified by, and at the option of the Party that would receive the benefit of any such condition if satisfied, to allow such condition to be satisfied, or (iii) if not satisfied by the Outside Closing Date, terminate this Agreement upon written notice to the other Party. Upon any termination of this Agreement pursuant to the terms of this Section 3.1(a), 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.

(b) Sole Benefit. The conditions precedent set forth in Sections 3.20, 3.29, 3.31 and 3.33 are for the sole benefit of, and may only be waived in writing by, the Stadium Authority. The conditions precedent set forth in Sections 3.21, 3.30, 3.32 and 3.34 are for the sole benefit of, and may only be waived in writing by, Stadco. If a condition precedent for the sole benefit of a Party has not been satisfied or waived on or before the date scheduled for the Close of Escrow, such Party shall have the right, in its sole discretion, to (i) waive in writing the condition in question, (ii) subject to the terms of Section 3.1(c), extend the date scheduled for the Close of Escrow for a reasonable period of time specified by, and at the option of the Party that would receive the benefit of any such condition if satisfied, to allow such condition to be satisfied, or (iii) if not satisfied by the Outside Closing Date, terminate this Agreement upon written notice to the other Party. Upon any termination of this Agreement pursuant to the terms of this Section 3.1(b), 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.

(c) Outside Closing Date. Upon no less than ten (10) days' prior written notice, and upon its payment to the Stadium Authority of [Five Hundred Thousand Dollars (\$500,000)], Stadco shall have the right, to be exercised in its sole and absolute discretion, to extend the Outside Closing Date to a date on or before December 31, 2015. If the Close of Escrow has not occurred on or before the Outside Closing Date, as it may have been extended in accordance with the prior sentence, either Party may terminate this Agreement effective upon written notice to the other Party, and upon such termination, 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 3.2.** Ground Lease. The Ground Lease has been duly executed by the City and the Stadium Authority and each party thereto has deposited its executed counterpart of the Ground Lease into Escrow.

**Section 3.3. Stadium Lease.** The Parties have agreed upon and executed the final form of Stadium Lease and each party thereto has deposited its executed counterpart of the Stadium Lease into Escrow.

**Section 3.4. Team Sublease.** The Team Sublease has been duly executed by Stadco and the Team and has been deposited into Escrow by Stadco.

**Section 3.5. Non-Relocation Agreement.** The Non-Relocation Agreement has been duly executed by the Stadium Authority and the Team and each party thereto has deposited its counterpart of the Non-Relocation Agreement into Escrow.

**Section 3.6. Non-Disturbance And Attornment Agreements.** A separate non-disturbance and attornment agreement has been duly executed by the City and Stadco (“Ground Lease Non-Disturbance Agreement”), and the Stadium Authority and the Team (“Stadium Lease Non-Disturbance Agreement”), and each of the parties thereto has deposited its executed counterpart of the Ground Lease Non-Disturbance Agreement and the Stadium Lease Non-Disturbance Agreement, as applicable, into Escrow.

**Section 3.7. Public Safety Agreement.** The Public Safety Agreement has been duly executed by the Stadium Authority, Stadco and the City, and each party thereto has deposited its counterpart of the Public Safety Agreement into Escrow.

**Section 3.8. Approval of Stadium Design.** The Stadium Authority and Stadco have approved the GMP Set.

**Section 3.9. Design-Build Agreement.** The Stadium Authority, the Design-Build Contractor and Stadco, as Construction Agent, have entered into the Design-Build Agreement, the Initial Guaranteed Maximum Price has been established pursuant to the Design-Build Agreement, the amount of the Initial Guaranteed Maximum Price is consistent with the Final Development Budget, and the Design-Build Agreement is in full force and effect.

**Section 3.10. Construction Agency Agreement.** The Stadium Authority and Stadco have entered into the Construction Agency Agreement, and such Construction Agency Agreement is in full force and effect.

**Section 3.11. Approval of Final Development Budget.** The Stadium Authority and Stadco have approved the Final Development Budget for the construction of the Stadium.

**Section 3.12. Approval of Final Financing Plan.** The Stadium Authority and Stadco have approved the Final Financing Plan as described in Article 7.

**Section 3.13. Parking Plan.** The Stadium Authority and Stadco have approved the Preliminary Parking Plan.

**Section 3.14. Entitlements.** All Entitlements shall have been issued or approved.

**Section 3.15. Construction Financing.** The conditions of Section 7.2 have been satisfied and such Stadium Authority Financing is ready to close simultaneously with the Close of Escrow.

**Section 3.16. Funding Agreement.** The Stadium Authority, Stadco and the construction lender(s) have approved and duly executed the Funding Agreement and each such party has deposited into Escrow its executed counterpart of the Funding Agreement.

**Section 3.17. Payment and Performance Bonds.** The payment and performance bonds described in the Design-Build Agreement Summary and required to be delivered to the Stadium Authority have been approved by the Stadium Authority and Stadco.

**Section 3.18. Subdivision Map.** The Subdivision Map has been recorded.

**Section 3.19. Great America Theme Park.** The Stadium Authority has concluded, in its sole discretion, that the provisions of this Agreement and the Related Agreements are consistent with the terms of the ground lease for the Great America Theme Park.

**Section 3.20. Stadium Authority Title Policy.** The Title Company shall be prepared to issue to the Stadium Authority the title insurance policy required by Section 12.6(b) to be delivered to the Stadium Authority.

**Section 3.21. Stadco Title Policy.** The Title Company shall be prepared to issue to Stadco the title insurance policy required by Section 12.6(a) to be delivered to Stadco.

**Section 3.22. Advance Documentation.** Each of the CFD, the Stadium Authority and Stadco, as applicable, has duly executed and deposited into escrow its counterpart of the Advance Documentation.

**Section 3.23. Cost Overrun Commitment.** The Stadium Authority and Stadco have approved and duly executed the Cost Overrun Commitment and each Party has deposited into Escrow its executed counterpart of the Cost Overrun Commitment.

**Section 3.24. Financing Plan Conditions.** Any conditions established in the Final Financing Plan required thereunder to be satisfied or waived on or before the Close of Escrow have been satisfied or waived.

**Section 3.25. Training Facility Lease.** The Training Facility Lease Amendment has been duly executed by the Team and the City.

**Section 3.26. Line of Credit Agreement.** The Stadium Authority and Managementco have entered into [the Line of Credit Agreement].

**Section 3.27. Insurance.** The Stadium Authority and Stadco have approved the Insurance Program, and the insurance policies that are required under the Insurance Program to be in place at Commencement of Construction are in full force and effect.

**Section 3.28. CFD Reimbursement Agreement.** The CFD, the Stadium Authority and Stadco have entered into the CFD Reimbursement Agreement.

**Section 3.29. No Default Stadco.** No condition, event or act exists which would constitute a Stadco Event of Default or which, upon the giving of notice or the passage of time, or both, would constitute a Stadco Event of Default.

**Section 3.30. No Default Stadium Authority.** No condition, event or act exists which would constitute a Stadium Authority Event of Default or which, upon the giving of notice or the passage of time, or both, would constitute a Stadium Authority Event of Default.

**Section 3.31. No Litigation Stadco.** No existing, pending or threatened litigation, suit, Action or Proceeding before any court or administrative agency exists affecting Stadco or the Stadium Site that would, if adversely determined, adversely affect the Stadium Site or Stadco's or the Stadium Authority's ability to perform their obligations under this Agreement, or Stadco's ability to manage the development of the Stadium, as reasonably determined by the Stadium Authority.

**Section 3.32. No Litigation City and Stadium Authority.** No existing, pending or threatened litigation, suit, Action or Proceeding before any court or administrative agency exists affecting the City, the Agency, the Stadium Authority or the Stadium Site that would, if adversely determined, adversely affect, in the reasonable judgment of Stadco, the Stadium Site or the ability of any party to perform its obligations under this Agreement or the Related Agreements, or the Stadium Authority's ability to develop and operate the Stadium.

**Section 3.33. Stadco Representations and Warranties.** The representations and warranties of Stadco as set forth in Section 20.1 of this Agreement remain true and correct.

**Section 3.34. Stadium Authority Representations and Warranties.** The representations and warranties of the Stadium Authority as set forth in Section 20.2 of this Agreement remain true and correct.

**ARTICLE 4.**  
**CONSTRUCTION OF MAKE-READY WORK**

**Section 4.1. Make-Ready Work.** Pursuant to the Predevelopment Funding Agreement, Stadco is preparing design documents for the Make-Ready Work, which documents are subject to the Stadium Authority's approval. Subject to the conditions set forth in Section 4.2 of this Agreement, the Stadium Authority will commence the Make-Ready Work prior to the Close of Escrow in accordance with the terms of this Agreement. The Parties shall cooperate and use good faith efforts to satisfy the conditions in Section 4.2 of this Agreement so as to allow commencement of the Make-Ready Work in January, 2012.

**Section 4.2. Conditions to Commencement of Make-Ready Work.** The conditions set forth in this Section 4.2 are intended for the mutual benefit of the Stadium Authority and Stadco,