

FACILITY DEVELOPMENT AGREEMENT

Contract # C-6261
Parties: City of Glendale, White Sox, Dodgers.
Date: November 2, 2007.

SALIENT DATES

Term §2.1 The term of this FDA shall commence on the date hereof and shall terminate upon Final Completion of the Facility.

Final Completion §2.1

With respect to the Facility, or any applicable Improvement, the requirements for Substantial Completion have been met, all “punch list” items have been completed and a final certificate of occupancy has been properly, validly and permanently issued.

SALIENT TERMS

Facility §1.24 The Site, all Improvements and all items to be provided by the City hereunder, including, without limitation, the Facility Equipment and the On-Site Infrastructure described in the Schedule of Infrastructure Improvements set forth in Exhibit F attached hereto. The City has represented to the Teams, and the Teams have entered into this Agreement based on the City’s representation, that, upon Final Completion, the Facility shall be a state-of-the art facility as of the date this FDA is executed by the parties. The Teams’ approval of the Plans (as defined below) shall constitute an acknowledgment by the Teams that the Facility, as depicted in the Plans, is a state-of-the-art facility which satisfies the requirements of this Section 1.24.

Improvement(s) §1.32

The Stadium, Parking Lots, Playing Fields, the Clubhouses, all landscaped areas and all other improvements to the Site, including, without limitation, those improvements described in the Scope of Work. Further, the Improvements shall include a buffer zone as described in Section 3.4.

Off-Site Infrastructure §1.36

The items listed in this Section 1.36 and any items of infrastructure required for the construction and operation of the Facility that are not included in the definition of On-Site Infrastructure set forth in Section 1.37 below. Off-Site Infrastructure specifically includes (a) all of the roads and traffic signals that are needed to ensure that all fans attending a Spring Training Game (as defined in the FUA) at the Facility will be able to enter and leave the Facility and the parking areas immediately adjacent to the Facility within an average time of twenty-five (25) minutes while driving to a Spring Training Game at

the Facility and from the time they get to their vehicles to start driving away from the Facility, as applicable (all such roads to be completed and operational by no later than December 30, 2008), (b) all of the street signs to be displayed on all public roads and highways in and around the vicinity of the Facility in order to direct the public to and from the Facility, (c) all utilities needed to operate the Facility (including, without limitation the utilities generally referred to by the parties as the “Bethany Home Road Utilities”), and (d) the Lift Station, to the extent it is constructed off of the Site (to be completed and operational by not later than December 1, 2008). Also, in accordance with the Phoenix IGA, but subject to the development of the property to the north of the Facility and/or the City’s ability to obtain alternative financing for such additional roads, the City shall construct such additional roads as will allow for ingress and egress by the fans in addition to the manner that is described in Section 1.36(a) above. The aforementioned additional roads include a road from 111th Avenue – Camelback to Bethany Road. Subject to the foregoing, the City hereby agrees that the additional roads shall be constructed, operational, and available for use by the Facility and/or the public within four (4) years after the execution of this FDA by the parties. Recognizing the importance of rapid ingress and egress to the fans attending Spring Training Games at the Facility and the need for the additional roads described above to ensure such rapid ingress and egress, the City shall make its best efforts to obtain the alternative financing needed to construct the additional roads and shall enforce its rights under the Phoenix IGA to have Rightpath develop the property to the north of the Facility on a timely basis.

On-Site Infrastructure §1.37

The items of infrastructure that are required to prepare the Site for the construction of the Facility (e.g., clearing the Site, excavation, the movement or removal of soil, backfill, etc.) and all items of infrastructure that are on the Site required to provide all of the utilities needed to operate the Facility (e.g., running utilities lines from the property lines to the drip lines of each building on the Site). To the extent that it is constructed on the Site, On-Site Infrastructure shall also include the Lift Station. The On-Site Infrastructure is described in greater detail in the Schedule of Infrastructure Improvements which is set forth in Exhibit F hereto and is incorporated herein by this reference.

Parking Lots §1.39

The outdoor parking lots to be constructed on the Site, which shall include, without limitation, parking spaces for approximately four thousand (4,000) vehicles and all of the driveways, fences and lighting incidental to the use thereof. The Teams may make arrangements with the City of Phoenix to obtain parking spaces in an area adjacent to the Site for an additional one thousand five hundred (1,500) vehicles. The locations and components of the Parking Lots will be shown on the Plans.

Site §1.49 The portion of the 236.4 acre parcel of land owned by the City in the vicinity of 107th Avenue and Camelback Road in Phoenix, known as Camelback Ranch, shown on the map and legal description attached hereto as Exhibit C.

Stadium §1.51 The state-of-the-art Spring Training stadium to be designed and constructed on the Site by the City in conformity with the Plans and in accordance with this FDA. The Stadium shall (i) include, without limitation, fixed seating for ten thousand (10,000) spectators and berm or “lawn” seating, to be located directly behind the outfield wall, for approximately three thousand (3,000) spectators, and (ii) be where Cactus League baseball games during Spring Training are to be played by the Teams, in accordance with the Facility Use Agreement.

Substantial Completion §1.52

The Facility or any applicable Improvement, that (a) the Facility or such Improvement, and all of the items listed in the Schedule of Infrastructure Improvements attached hereto as Exhibit E, are operational and fully usable for the purpose(s) intended; (b) all required governmental permits, approvals and temporary or permanent certificates of occupancy have been properly and validly issued; (c) the Architect has certified to the affected Team or Teams and the City that the Facility or such Improvement has been completed in full compliance with the Plans (subject only to minor and insubstantial “punch list” items which do not affect operation and use by the affected Team or Teams in any material fashion); and (d) the City has delivered possession of the Facility or such Improvement to the affected Team or Teams.

Ownership §3.1 The City represents and warrants that it owns fee simple title to the Site. The City shall cause the Facility to be constructed in accordance with this FDA.

Infrastructure §3.2 The City shall be responsible, at no cost to the Teams, for ensuring that all of the On-Site Infrastructure and Off-Site Infrastructure needed to prepare the Site for the construction of the Facility and to operate the Facility has been provided, including, without limitation, street access, availability of utilities, and all other infrastructure described in the Schedule of Infrastructure Improvements attached hereto as Exhibit E.

Dodgers’ Minor League Campus §4.9.3

In accordance with the provisions of Section 4.9, above, the City and the Construction Manager hereby acknowledge and agree that the Dodgers’ Major League Clubhouse will be constructed separate and apart from the Dodgers’ Minor League Clubhouse, and that the Dodgers’ Minor League Clubhouse will be subdivided further into three (3) separate buildings to be constructed in a campus-like setting (collectively, the “**Dodgers’ Minor League Campus**”). A description of the Dodgers’ Minor League Campus is attached to Exhibit E and is incorporated into Exhibit E and herein by this

reference. The City and the Construction Manager further agree that the development and construction of the Dodgers' Minor League Campus will be treated as a Teams-requested Change Order which is hereby deemed to have been reviewed and approved by the City and the Construction Manager in accordance with the provisions of Section 4.9, above. To cover any additional costs attributable solely to the construction of the Dodgers' Minor League Campus, the Dodgers will make, subject to the provisions of Section 4.5.1, above, an advance payment of Two Million Three Hundred Thousand Dollars (\$2,300,000) (the "**Dodgers' Clubhouses Advance**") to the City on or before April 1, 2008. If, upon Final Completion of the Dodgers' Minor League Campus, it is determined that the difference between (i) the actual cost of constructing both the Dodgers' Major League Clubhouse and the Dodgers' Minor League Campus and (ii) the sum of Fourteen Million Seven Hundred Ninety-Four Thousand One Hundred Sixty-Nine Dollars (\$14,794,169) (the "**Dodgers' Clubhouses Delta**") is greater or less than the Dodgers' Clubhouses Advance, then (a) if it is greater, the Dodgers will pay the City the difference between the Dodgers' Clubhouses Delta and the Dodgers' Clubhouses Advance, and (b) if it is less, the City will refund to the Dodgers the difference between the Dodgers' Clubhouses Delta and the Dodgers' Clubhouses Advance. Payment by the Dodgers of the full amount of the Dodgers' Clubhouses Delta shall cover the full extent of the Dodgers' financial obligation with regard to the construction of the Dodgers' Major League Clubhouse and the Dodgers' Minor League Campus.

City Obligations §4.10

The City shall cause the Construction Manager to ensure that all "punch list" items submitted by the Teams are completed or repaired to the reasonable satisfaction of the Teams or the affected Team prior to the applicable Final Completion date set forth in Section 6.2. The City shall diligently pursue all warranty claims and other claims arising in connection with the Project, all in consultation with the applicable Team(s).

City Payment of Project Costs §5.1

Except as provided otherwise in this FDA, the City shall be responsible for payment of the Total Project Costs..

The Teams Payment of Project Costs §5.2

In consideration for the City's construction and completion of the Project, the Teams shall pay the City the sum of Five Million Dollars (\$5,000,000) on or before April 1, 2008 to help defray the Total Project Costs.

Phoenix IGA and AzSTA IGA §7.1.7

The City has or will enter into the Phoenix IGA and the AzSTA IGA in the forms attached hereto as Exhibit H and I, respectively. Either

contemporaneous with the execution and delivery of this FDA or promptly following the execution and delivery of this FDA, the City shall provide the Teams true, correct and complete copies of the fully-executed Phoenix IGA and AzSTA IGA. The Phoenix IGA and AzSTA IGA (following execution and delivery by the parties thereto) will be valid and binding obligations of the parties thereto, enforceable against the parties thereto in accordance with their terms and no party thereto is in breach or violation thereof. The City covenants and agrees not to amend or otherwise modify the Phoenix IGA or AzSTA IGA in any manner that could affect any Team or the Facility without the prior written consent of the affected Team(s), which may not unreasonably be withheld. Without limiting the foregoing provisions of this Section 7.1.7, the Teams acknowledge that these agreements are with independent and sovereign governmental entities and subject to the legislative determination and control by those governmental entities. The City has obtained, or will obtain prior to performance hereunder, all approvals from third parties necessary to perform its obligations hereunder.