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THIRD AMENDMENT TO LEASE AGREEMENT
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1. The date (“**Effective Date**”) of this Third Amendment to Lease Agreement (the “**Amendment**”) is January ____, 2010.

2. Parties. The parties to this Amendment are the City of Mesa, an Arizona municipal corporation (“**City**”) and Chicago Cubs Baseball Club, LLC, a Delaware limited liability company (“**Cubs**”).

3. Recitals. As background to this Amendment, City and Cubs recite, state and acknowledge the following, each of which will be deemed a material term and provision of this Amendment:

(a) On or about March 31, 1996, City entered into that certain “Lease Agreement” with Chicago National League Ball Club, Inc. (“**Club**”) to lease certain real property described therein (“**Premises**”) for the purpose of conducting the Club’s major and minor league spring training, extended spring training and fall instructional league programs on such real property. Thereafter, the Lease Agreement was amended by that certain First Amendment to Lease Agreement dated March 8, 2000, and that certain Second Amendment to Lease Agreement dated March 30, 2001.

(b) Thereafter, Cubs succeeded to the interest of Club as a matter of law, and is now deemed the tenant of the Premises pursuant to the Lease Agreement for all purposes. By its execution of this Amendment, Cubs acknowledges that it has assumed all of the rights, obligations and liabilities of Club as tenant under the Lease Agreement; and by its execution of this Amendment, City acknowledges the transfer of the tenant’s rights, obligations and liabilities under the Lease Agreement from Club to Cubs.

(c) City and Cubs have entered into negotiations with respect to the obligations of the parties. The parties’ obligations are documented in a “**Memorandum of Understanding**” containing certain provisions regarding exclusivity of dealings between City and Cubs with respect to construction of a proposed new stadium and appurtenant facilities (collectively, the “**Project**”) and other provisions intended to be included in an agreement to be completed later (collectively, the “**New Stadium Agreement**”). The New Stadium Agreement contemplates, inter alia, that Cubs will convey or cause to be conveyed to the City certain real property upon which a new stadium (the “**New Stadium**”) will be located (the “**New Stadium Site**”), that the financing of the construction of the New Stadium will be obtained partly through funds made available by the State of Arizona (the “**Legislation**”) and by a City bond election, and that the New Stadium Agreement will be submitted to the voters in the City of Mesa for approval, if required by the City’s charter (the “**Election**”).

(d) City and Cubs wish to make certain amendments to the Lease Agreement, all as more fully set forth in this Amendment.

4. Agreement. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Cubs agree as more fully set forth in this Amendment.

5. Amendment. The second grammatical paragraph of Section 1 of the Lease Agreement shall be deleted and replaced with the following:

The Club shall also have the option to terminate this Agreement as of the end of the fifteenth Spring Training Session of the term, or as of the end of any Spring Training Session thereafter within the initial twenty-year term. The Club may exercise such option by giving to the City written notice of such exercise and specifying the termination date. The Club shall be required to give such notice of termination before the beginning of the Spring Training Session immediately prior to the specified termination date; provided however that the Club shall not be permitted to give such notice prior to the 2010 Spring Training Session. In the event the Club so terminates this Agreement, the Club shall have no rights in or to this Lease or the Premises after the date specified in the notice of termination, and the City may thereafter lease the Premises to any tenant selected by the City in its sole and absolute discretion.

6. Effectiveness of Amendment. This Amendment shall be effective immediately upon approval of this Amendment by the City Council of the City, and execution of this Amendment by both parties. Notwithstanding the foregoing, in the event that the Amendment Condition has not been satisfied or waived by the City in its sole and absolute discretion, then the Amendment to the Lease Agreement set forth in Section 5 above shall be withdrawn and of no further force and effect, and the second grammatical paragraph of Section 1 of the Lease Agreement shall be restored to its unamended condition existing immediately prior to the Effective Date of this Amendment. For the purposes of this Amendment, the "Amendment Condition" means the Cubs have fully observed and complied with the obligations of exclusive negotiations with the City as required by the Memorandum of Understanding executed by City and Cubs on or about January 25, 2010, and any superseding Development Agreement.

7. No Other Amendments. Except as expressly modified and amended herein, all of the terms and conditions of the Lease Agreement, as amended by the First Amendment and the Second Amendment, shall remain in full force and effect.

SIGNATURES ARE ON THE FOLLOWING PAGE.

8. Execution. The parties have executed and delivered this Amendment to be effective as of the date set forth in Section 1.

City of Mesa, an Arizona municipal corporation

By: _____

Its: _____

Chicago Cubs Baseball Club, LLC, a Delaware limited liability company

By: _____
Crane H. Kenney, President

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE TO GIVE THE CHICAGO CUBS AN OPTION TO TERMINATE THE LEASE WITHOUT PENALTY SO LONG AS THE CHICAGO CUBS NEGOTIATE EXCLUSIVELY WITH THE CITY OF MESA AS REQUIRED BY THE MEMORANDUM OF UNDERSTANDING APPROVED BY THE CITY COUNCIL ON JANUARY 25, 2010; AND AUTHORIZING THE CHICAGO CUBS TO USE THE LEASE AS FINANCIAL COLLATERAL.

WHEREAS, the Chicago Cubs and the City of Mesa have entered into negotiations regarding a long term commitment to hold Cubs spring training in Mesa and the public to construct new spring training facilities; and

WHEREAS, the City desires to have exclusive negotiations with Cubs regarding their spring training facilities;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1: Approving the Third Amendment to Lease Agreement (“Third Amendment”) between the City of Mesa and the Chicago Cubs Baseball Club, LLC (Chicago Cubs”), presented to the Council on January 25, 2010.

Section 2: Authorizing and directing the City Manager, or his designated representative, to execute the Third Amendment, on behalf of the City of Mesa, and the City Clerk, or her designated representative to attest to the signature of the City Manager thereon.

Section 3: Authorizing and directing the City Manager, or his designated representative, to execute documents consenting to the Chicago Cubs pledging its

interests in the lease for financing purposes and authorizing and directing the City Clerk, or her designated representative to attest to the signature of the City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona this 25th day of January, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk