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PERMIT AND OPERATING AGREEMENT

by and among the
CHICAGO PARK DISTRICT,
CHICAGO BEARS FOOTBALL CLUB, INC.,
and CHICAGO BEARS STADIUM LLC

dated as of
August 1, 2001

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Exhibits

- Exhibit A Depiction of the Game Day Site
- Exhibit B A Non-exclusive list of Routine Maintenance
- Exhibit C A Non-exclusive list of Club Game Day Expenses
- Exhibit D Examples for Product Categories

PERMIT AND OPERATING AGREEMENT

THIS PERMIT AND OPERATING AGREEMENT ("Agreement") dated as of August 1, 2001, by and among the CHICAGO PARK DISTRICT, a municipal corporation organized and existing pursuant to 70 Illinois Compiled Statutes 1505/1 et seq. (the "CPD"), Chicago Bears Football Club, Inc., a corporation organized and existing under the laws of Delaware (the "Club"), and the Chicago Bears Stadium LLC, a limited liability company organized and existing under the laws of Delaware and a wholly owned subsidiary of the Club (the "Subsidiary").

RECITALS

WHEREAS, the Club is currently entitled to use Soldier Field pursuant to the terms and conditions of the Memorandum of Agreement as defined below;

WHEREAS, the parties anticipate that a substantial adaptive reuse of Soldier Field will commence in the year 2001 and be completed in the year 2003;

WHEREAS, the parties intend that this Agreement govern their respective rights and obligations with respect to the Club's use of the renovated Soldier Field;

WHEREAS, the CPD desires to grant permission to the Club to use the renovated Soldier Field upon the terms and conditions contained here;

WHEREAS, the parties intend that this Agreement specifically govern certain marketing and advertising rights and obligations of the Club and the Subsidiary in connection with the renovated Soldier Field;

WHEREAS, the CPD, the Club and the Illinois Sports Facilities Authority are parties to a certain development assistance agreement dated on or about the date hereof pursuant to which the Illinois Sports Facilities Authority will provide financial assistance to the CPD with respect to the adaptive reuse of Soldier Field; and

WHEREAS, the CPD and the Illinois Sports Facilities Authority are parties to a certain operation assistance agreement dated on or about the date hereof pursuant to which the Illinois Sports Facilities Authority will provide financial assistance to the CPD with respect to repair, maintenance and capital improvements to the renovated Soldier Field and the surrounding area; and

WHEREAS, the Illinois Sports Facilities Authority and Bears Stadium LLC are parties to a certain development agreement pursuant to which Bears Stadium LLC has undertaken to design and construct the adaptive reuse of Soldier Field and the improvements to the surrounding area.

NOW THEREFORE, in consideration of the mutual covenants, agreements and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
DEFINITIONS

- 1.1 **Acquiror** shall mean any party which merges with or into the Club or acquires all of substantially all of the Club's stock or assets.
- 1.2 **Action** shall have the meaning set forth in Article 31.
- 1.3 **Adaptive Reuse** shall mean the adaptive reuse of Soldier Field as contemplated by the Transaction Documents.
- 1.4 **Affiliate** shall mean an affiliate, subsidiary, parent, director, officer, commissioner, superintendent, employee, stockholder, member or owner of a party hereto.
- 1.5 **Amusement Tax** shall mean the City's amusement tax as in effect from time to time.
- 1.6 **Arbitration** shall mean Expedited Arbitration or Standard Arbitration.
- 1.7 **Artificial Turf** shall mean artificial turf or other non-natural grass surfaces.
- 1.8 **Architect** shall mean LW&Z, a joint venture between Woods + Zapata, Inc. and Lohan Associates.
- 1.9 **Authority** shall mean the Illinois Sports Facilities Authority, a political subdivision, body politic and municipal corporation created pursuant to the ISFA Act.
- 1.10 **Authority Capital Improvements Subsidy** shall mean the subsidy to be provided to the CPD by the Authority to assist in the funding of Capital Improvements pursuant to the Operation Assistance Agreement. The parties anticipate that the Authority Capital Improvements Subsidy will be at a rate of \$1,500,000 per year commencing in year 2003, increasing to \$2,500,000 in year 2011 and increasing thereafter at an annual rate of three percent (3%) per year, as contemplated in the Operation Assistance Agreement.
- 1.11 **Basic Repair and Maintenance** shall mean normal and customary cleaning and janitorial services and basic repairs, such as but not limited to cleaning of floors and floor coverings, window cleaning, trash removal, cleaning of bathrooms and shower rooms, cleaning or removal of spills, replacing light bulbs, fuses and circuit breakers, touch-up painting, repair or replacement of components of broken or malfunctioning HVAC, electrical, mechanical and plumbing equipment, replacing broken glass, changing of air filters and similar work as required to maintain the upkeep of the premises and the good and working condition of its components, but shall not include any repair, maintenance or cleaning of the Club's specialized or sophisticated equipment such as training equipment, testing equipment or the like.
- 1.12 **Bears** shall mean individually or collectively, as the context may require, the Club and the Subsidiary.

1.13 **Bears Administrative Offices** shall mean that area or location in the Facility designated as the Bears' administrative offices on the Project Plans or by mutual agreement of the Club and the CPD.

1.14 **Bears Club Seat Licensee** shall mean a holder of a Club Seat License whose license includes certain rights on Game Days.

1.15 **Bears Default** shall mean a Bears Terminating Default and/or a Bears Non-Terminating Default.

1.16 **Bears Games** shall mean the pre-season, regular season and post-season NFL football games for which the Club is deemed the "home team".

1.17 **Bears Hall of Fame** shall mean an area or location in the Facility designated as the Bears' Hall of Fame by mutual agreement of the Club and the CPD.

1.18 **Bears Locker Room** shall mean that area or location designated in the Facility as the Bears' locker room on the Project Plans or by mutual agreement of the Club and the CPD.

1.19 **Bears Non-Terminating Default** shall have the meaning set forth in Article 29.

1.20 **Bears PSL Agreements** shall have the meaning set forth in Article 11.

1.21 **Bears PSL Program** shall have the meanings set forth in Article 11.

1.22 **Bears Related Merchandise** shall mean any novelties, programs, souvenirs and other merchandise which directly relates to the Club, the NFL or any NFL team.

1.23 **Bears Retail Store** shall mean an area or location in the Facility designated as the Bears' retail store by mutual agreement of the Club and the CPD.

1.24 **Bears Sports Bar/Restaurant** shall mean an area or location designated in the Facility designated as the Bears' sports bar and/or restaurant by the Club and approved by the CPD as contemplated in Section 20.8.

1.25 **Bears Storage Areas** shall mean that area or location designated in the Facility as the Bears' storage area on the Project Plans or by mutual agreement of the Club and the CPD.

1.26 **Bears Suite Licensee** shall mean a Suite Licensee whose license includes the right to use a Suite on Game Days and who is entitled to other rights as provided in this Agreement.

1.27 **Bears Terminating Default** shall have the meaning set forth in Article 29.

1.28 **Bears Termination Remedy** shall have the meaning set forth in Article 30.

1.29 **Bears Ticket Holders** shall mean those individuals and entities which own tickets to the Bears Games.

1.30 **Bowl** shall mean the Field and the Stadium Seating which are part of the Facility.

1.31 **Beer Garden** shall mean that area or location designated as the beer garden, if any, on the Project Plans or by mutual agreement of the Club and the CPD.

1.32 **Capital Improvements** shall have the meaning set forth in Article 20.

1.33 **Capital Improvement Fund** shall have the meaning set forth in Article 20.

1.34 **Capital Improvement Fund Sources** shall have the meaning set forth in Article 20.

1.35 **Capital Improvement Program** shall mean a Capital Improvement Program developed by the Club and the CPD to address and prioritize the short term and long term Capital Improvement needs of the Project.

1.36 **Casualty** shall mean fire, explosion, windstorm or any other casualty which is covered by an "all-risk" policy of property and casualty insurance.

1.37 **Certificate of Occupancy** shall mean a certificate of occupancy issued by the City Building Department or a similar certificate issued by any other applicable Governmental Authority.

1.38 **City** shall mean the City of Chicago.

1.39 **Club Capital Improvements** shall mean Capital Improvements made by and paid for by the Club.

1.40 **Club Excluded Occurrences** shall have the meaning set forth in Article 31.

1.41 **Club Lounge Area** shall mean a private lounge area to the rear and/or below the Club Seat Area as set forth on the Project Plans or by mutual agreement of the Club and the CPD.

1.42 **Club Misuse** shall mean any negligent or willful acts of the Club, or the Club's Invitees which result in damage, or necessitate repairs, to the Facility.

1.43 **Club-Related Event** shall mean an event to be held at the Facility or in a part thereof, e.g., the Club Lounge Area, sponsored by the Club that is related to the operation of the Club or the marketing or promotion of the Club or the NFL, including but not limited to, Club rallies, tag days, exhibition games, autograph sessions, fan appreciation sessions, season ticket subscriber sessions, and marketing, sales, public relations and promotional events by the Club. Nothing other than the Club and the NFL shall be promoted or presented at Club-Related Events. A Sponsor-Related Event shall not be deemed a Club-Related Event, provided however participation by a Sponsor in the sponsorship of a Club-Related Event shall not prevent it being deemed to be a "Club-Related Event" (e.g., a football autograph day sponsored by the Club and one or more commercial companies who advertise, finance, and assist in promotion of the event). An NFL Day shall be deemed a Club-Related Event; provided however, an NFL Day shall not count towards any of the Club's 34 Dates.

1.44 **Club Seats** shall mean seating in the Facility available on a premium basis for Bears Games as set forth on the Project Plans or by mutual agreement of the Club and the CPD.

1.45 **Club Seat Area** shall mean the area of the Facility in which Club Seats are situated.

1.46 **Club Seat License** shall mean the additional rights and licenses granted to certain PSL Licensees, who hold PSLs for Club Seats, to use and occupy the Club Lounge Area.

1.47 **Club Signage** shall mean Signage which primarily promotes, markets or advertises the Club, the NFL or their Affiliates.

1.48 **Club Termination Notice** shall mean the Club's written notice to the CPD that a CPD Terminating Default has occurred and that the Club intends to terminate this Agreement as a result thereof.

1.49 **Club Use Period** shall mean that period of time when the Club, the Subsidiary, or the Club's Invitees, are exercising or utilizing directly or indirectly, the Club Use Rights.

1.50 **Club Use Rights** shall have the meaning set forth in Article 6.

1.51 **Colonnades** shall mean Soldier Field's historical colonnades and the improvements and supporting structure related thereto.

1.52 **Colonnades Capital Improvements** shall have the meaning set forth in Article 20.

1.53 **Communication** shall have the meaning set forth in Article 38.

1.54 **Concessionaires** shall mean those parties who provide Concessions and related services at the Facility.

1.55 **Concession Areas** shall mean the areas within the Facility where Concessions are stored, prepared or sold and the offices and other space dedicated to Concessionaires. Concession Areas shall not include the Bears Hall of Fame or the Bears Retail Store, if any, or any other retail area that the CPD and the Club shall mutually agree to include in the Facility from time to time.

1.56 **Concessions** shall mean catered, prepared and prepackaged food, alcoholic and non alcoholic beverages, and items sold to patrons of sporting events and other events held at the Facility.

1.57 **Condemnation** shall mean the exercise of the power of eminent domain, whether by formal condemnation proceedings or by purchase under threat of exercise of the power of eminent domain proceedings..

1.58 **Condemnation Award** shall have the meaning set forth in Article 36.

1.59 **Confirmation Conditions** shall have the meaning set forth in Article 10.

1.60 **Confirmed Schedule Request** shall mean a Schedule Request which is confirmed, deemed confirmed or required to be confirmed by the CPD pursuant to the provisions of Article 10.

1.61 **Constitutional Obligations** shall mean the obligations, duties, limitations and restrictions imposed on Governmental Authorities under the Constitution of the United States or the Constitution of the State of Illinois.

1.62 **Construction Documents** shall have the meaning set forth in the Development Agreement.

1.63 **Construction Manager** shall have the meaning set forth in the Development Agreement.

1.64 **Corporate Parties** shall mean private and ticketed parties, promotional events, pep rallies and other similar and related activities sponsored by the Club or by sponsors of the Club as referenced in Section 6.6.

1.65 **CPD Default** shall mean a CPD Terminating Default and/or a CPD Non-Terminating Default.

1.66 **CPD Excluded Occurrences** shall have the meaning set forth in Article 31.

1.67 **CPD Non-Terminating Default** shall have the meaning set forth in Article 30.

1.68 **CPD Terminating Default** shall have the meaning set forth in Article 30.

1.69 **CPD Termination Remedy** shall have the meaning set forth in Article 29.

1.70 **CPD's Specifically Reserved Use Rights** shall mean the use rights specifically reserved by the CPD pursuant to Sections 8.3.2 [Mayor's Championship], 8.3.3 [Professional Soccer Playoff Games], 8.3.4 [Major College Football Game] and 8.3.6 [Bowl].

1.71 **CPI** shall mean the Consumer Price Index – All Urban Consumers – (base index year 1982-1984=100) Chicago, Gary, Kenosha, IL-IN-WI as published by the United States Department of Labor, Bureau of Labor Statistics. If the manner in which the CPI is determined by the Bureau of Labor Statistics shall be substantially revised, including, without limitation, a change in the base index year, an adjustment shall be made by the CPD in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if such CPI had not been so revised. If the CPI becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable the CPD to make the adjustment referred to in the preceding sentence, then the CPD will reasonably substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index is available, then a comparable index published by a university, a major bank or other financial institution or a comparable and recognized financial publication.

1.72 **Designated Broadcasters** shall mean those broadcasters designated by the Club and/or the NFL to broadcast and transmit Bears Games.

1.73 **Developer** shall mean the Chicago Bears Stadium LLC.

1.74 **Development Assistance Agreement** shall mean that certain Development Assistance Agreement dated as of August 1, 2001 by and between the Authority, the CPD and the Club.

1.75 Development Agreement shall mean that certain Development Agreement dated as of August 1, 2001 entered into by and between the Authority and the Developer with respect to the Project.

1.76 Direct Competitor shall mean any person or entity whose primary business is in direct competition with the Naming Rights Sponsor's Business, as determined in accordance with Section 16.2.9.

1.77 Disabled Patrons shall mean patrons or potential patrons of the Facility who require special seating and access because of a physical handicap or disability.

1.78 Drawings shall have the meaning set forth in the Development Agreement.

1.79 Employment Taxes shall mean all taxes related to the employment or hiring of employees, independent contractors and agents as in effect from time to time.

1.80 Engineering Reports shall mean any engineering reports or other reports with respect to the structure or condition of the Facility (including the Colonnades), the Parklands, North Parking Structure, Mid-South Parking Structure and the South Parking Lot which the CPD may have prepared or conducted from time to time.

1.81 Entitlement Rights shall mean the right to name different portions of the Facility, such as the Bowl, particular concourses, stadium sections and the like; provided however, in no event shall such right be deemed to include the right to name the Colonnades.

1.82 Environmental Area shall mean the Facility, the Project Site and the Museum Campus.

1.83 Environmental Laws shall mean all federal, state, district, local and foreign laws, rules, regulations, ordinances, permits, orders, writs, injunctions, judgments and consent decrees relating to health, safety, hazardous substances, pollution and environmental matters, as now or at any time hereafter in effect, applicable to the Club's business, the Facility, the Surrounding Area or the Museum Campus, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contamination, chemicals, or hazardous, toxic or dangerous substances, materials or wastes in the environment (including, without limitation, ambient air, surface water, land surface or subsurface strata) or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials. Without limiting the generality of the foregoing, "Environmental Laws" shall encompass each of the following statutes and the regulations promulgated thereunder, in any similar applicable state, local or foreign law, rule or regulation, each as amended (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (ii) the Solid Waste Disposable Act, (iii) the Hazardous Materials Transportation Act, (iv) the Toxic Substances Control Act, (v) the Clean Water Act, (vi) the Clean Air Act, (vii) the Safe Drinking Water Act, (viii) the National Environmental Policy Act of 1986, (ix) the Superfund Amendments and Reauthorization Act of 1986, (x) Title III of the Superfund Amendments and Reauthorization Act, (xi) the Federal Insecticide, Fungicide and Rodenticide Act, and

(xii) Provisions of the Occupational Safety and Health Act of 1970 relating to the handling of and exposure to Hazardous Materials.

1.84 Escrow Account shall mean the escrow accounts into which all Project Funds were deposited as contemplated by the Development Assistance Agreement.

1.85 Ethnic Marketers shall mean marketers of products and services which target specific racial and ethnic groups.

1.86 Event shall mean a Club-Related Event, a Sponsor-Related Event, or a Public Sector Event.

1.87 Excluded Occurrences shall mean Club Excluded Occurrences and CPD Excluded Occurrences.

1.88 Exclusive Signage Product Categories shall mean those six (6) categories of products or services to be mutually agreed upon by the Club and the CPD and designated as an exclusive signage product category with respect to Signage inside the Facility.

1.89 Expeditious Arbitrator shall mean the arbitrator as selected pursuant to Article 32.

1.90 Expedited Arbitration shall have the meaning set forth in Article 32.

1.91 Expedited Arbitration Request shall have the meaning set forth in Article 32.

1.92 Expedited Ruling shall have the meaning set forth in Article 32.

1.93 Extension Option shall have the meaning set forth in Article 3.

1.94 Extension Terms shall have the meaning set forth in Article 3.

1.95 Facility shall mean Soldier Field (including the Colonnades) as renovated and improved in accordance with the Project Plans or by mutual agreement of the Club and the CPD; provided, however, the Facility shall not include the Parklands, the North Parking Structure, the Mid-South Parking Structure or the South Parking Lot.

1.96 Facility Fee shall mean the annual fee (as such fee may be increased from time to time as provided herein) to be paid by the Club to the CPD in consideration for the Club's Use Rights with respect to the Facility, which is intended to reimburse the CPD for its actual expenses.

1.97 Fee Credit shall have the meaning set forth in Article 14.

1.98 Field shall mean the Facility's playing field, end zones and sidelines.

1.99 Field Maintenance shall have the meaning set forth in Article 23.

1.100 Final Completion Date shall have the meaning set forth in the Development Agreement.

1.101 Financial Closing shall have the meaning set forth in the Development Assistance Agreement.

1.102 Financial Obligations shall mean the Total Permit Fees and any other fees, expenses, payments or monetary obligations which the Club or the Subsidiary owe to the CPD pursuant hereto.

1.103 Five Day Rule shall have the meaning set forth in Article 9.

1.104 Football PSLs shall mean a contractual agreement with a licensee by which the licensee receives the right to purchase tickets to Bears Games at a specified seat location in the Facility for a designated period of time.

1.105 Football Season shall mean a series of football games which includes pre-season and regular season NFL football games (currently twenty in number, ten of which the parties anticipate will be Club home games played at the Facility) and post-season NFL football games, commencing seven days before the Club's first scheduled pre-season football game and ending with the last to occur of the Club's final regular season football game or post-season playoff football game, if any. Any reference to a Football Season for a particular year shall refer to the year which the Club's first scheduled pre-season football game shall be played notwithstanding that the end of such football season may occur in a subsequent calendar year.

1.106 Force Majeure shall mean an act of God, strike, fire, riot, civil commotion, governmental action, governmental decree, extraordinary weather conditions, or any other event or circumstance beyond the reasonable control of a party which could not have been reasonably anticipated; provided however, "Force Majeure" shall not include the financial inability of a party to perform and satisfy its obligations and duties hereunder.

1.107 Franchise shall mean any member or team of any professional sports league or entertainment league (except for the Club and the NFL), including but not limited to the Chicago Fire and the Chicago Enforcers.

1.108 Franchise Public Sector Event shall mean a Public Sector Event which involves a Franchise.

1.109 Franchise Right of First Refusal shall have the meaning set forth in Article 12.

1.110 Future Football PSLs shall mean any Football PSLs which are not Initial Football PSLs.

1.111 Future Marketing Rights shall mean Marketing Rights which may come into existence or evolve over time. Examples of such Future Marketing Rights may include electronically generated signs and advertising, new commercially sponsored communications boards, electronic information units or displays in concourses and seating section, new technologies for broadcast of live action plays and replays, and communication devices enabling displays or audio casts of field and coaching activities.

1.112 Future Marketing Rights Agreements shall have the meaning set forth in Section 16.4.

1.113 Future Marketing Rights Program shall have the meaning set forth in Section 16.4.

1.114 Game Day Expenses shall have the meaning set forth in Article 22.

1.115 Game Days shall mean the days on which Bears Games are played at the Facility.

1.116 Game Day Site shall mean that area depicted on Exhibit A, provided that the Game Site Area shall not include any public streets or roads. The parties acknowledge that such site depiction may be modified by mutual written agreement of the Club and the CPD upon the final completion of the Project.

1.117 General Superintendent shall mean the general superintendent (or his designee) of the CPD.

1.118 GMAX Contract shall mean that certain GMAX agreement dated July 16, 2001 entered into by and among Subsidiary, Turner Construction Company/Barton Malow Company/Kenny Construction Company, a joint venture, and the Architect.

1.119 Governmental Authority shall mean any federal, state or local governmental authority, unit, district or entity or any agency, division or department thereof, including, but not limited to, the State of Illinois, the City, the CPD and the Authority.

1.120 Hazardous Materials shall mean any hazardous, toxic or dangerous substance, material and waste, including, without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, biological substances, polychlorinated biphenyls, pesticides, herbicides and any other kind and/or type of pollutants or contaminants (including, without limitation, materials which include hazardous constituents), sewage, sludge, industrial slag, solvents and/or any other similar substances, materials or wastes that are or become regulated under any Environmental Law (including without limitation, any that are or become classified as hazardous or toxic under any Environmental Law).

1.121 Health and Safety Capital Improvements shall have the meaning set forth in Article 20.

1.122 Improper Relocation shall mean a relocation or the playing of any Bears Game at a site other than the Facility for any reason or circumstance whatsoever except for the following reasons or circumstances: (i) a determination by an Arbitrator that a CPD Terminating Default has occurred and the Club properly exercises the Bears Termination Remedy; (ii) the occurrence of substantial damage to the Facility and the CPD provides written notice to the Club that the CPD does not intend to repair or rebuild the Facility; (iii) a Special Game; (iv) the construction or making of Capital Improvements which entitles the Club to play such Bears Game at another location, as provided for in Section 20.7, (v) a Force Majeure renders unfit or unavailable the Facility for a Bears Game and the Club is entitled to play such Bears Game at another location, as provided for in Section 34; (vi) a Temporary Taking of a Material Part of the Facility occurs and the Club is entitled to play such Bears Game at another location, as provided for in Section 36; and (vii) any temporary relocation or playing of a Bears Game at another facility for the period of time during which the overall Facility is unuseable or is not in a condition which substantially satisfies the conditions set forth in

Section 5.4. An improper termination of this Agreement by the Club or a Club Terminating Event shall be deemed an Improper Relocation in the event that it can be proven that prior to such improper termination by the Club or a Club Termination Event the Club engaged in discussions or negotiations with any third party or entered into any understanding or agreement with any third party with respect to the relocation or the playing of any Bears Games at a site other than the Facility.

1.123 Indemnified Party shall have the meaning set forth in Article 31.

1.124 Initial Football PSLs shall mean the Football PSLs initially to be sold in connection with the financing of the Project and which are sold prior to the Final Completion. The parties anticipate that the number of Initial Football PSLs will be approximately 30,000.

1.125 Initial Football PSL Licensee shall mean a holder or a licensee of an Initial Football PSL.

1.126 Invitee shall mean the Club's employees, representatives, agents, independent contractors, guests, patrons, licensees, invitees and Concessionaries, to whom the Club has given the right or license to use or occupy the Facility or the Game Day Site (or any portion thereof).

1.127 ISFA Act shall mean the Illinois Sports Facilities Authority Act, as amended from time to time.

1.128 Law shall mean any law, statute, rule, code, regulation, ordinance, award, order, decree, judgment, injunction or policy of or by the City, the PBC, the CPD, or any other Governmental Authority or judicial body.

1.129 Leasehold and Use Taxes shall mean all taxes imposed on leasehold interests in the Facility or on use rights to the Facility as in effect from time to time.

1.130 LCDs shall mean the liquid crystal displays in the Facility.

1.131 Lien shall mean any security interest, encumbrance, mortgage, pledge, hypothecation, judgment lien or similar legal process, title retention lien, or other lien including, without limitation, the interest of a vendor under any conditional sale or other title retention agreement, and the interest of a lessor under a lease of any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, by such person or entity as lessee.

1.132 Lienholder shall have the meaning set forth in Article 28.

1.133 Litigation shall mean *The Friends of the Parks, et al. v. The Chicago Plan Commission of the City of Chicago, et al.*; Case No. 01 CH 6260.

1.134 Local Media shall mean local radio stations, television stations and newspapers and other similar local media which may come into existence or evolve over time (e.g., internet based local media) which perform the same function as local radio stations, television stations and newspapers.

1.135 Losses shall mean all liabilities, equitable remedies, losses, costs, fees, fines, damages, judgments, demands, penalties and expenses (including, but not limited to reasonable attorneys' fees and the costs of investigation and litigation).

1.136 Major College Football Game shall mean a football game involving two major college football programs.

1.137 Major Corporate Sponsor shall mean a sponsor of the Club who makes significant expenditures in advertising or sponsorship of Bears Games or who makes a significant purchase of Marketing Rights. For the avoidance of doubt, the purchase of season tickets, PSLs or Suites does not qualify for treatment as a Major Corporate Sponsor, but may be elements of an overall sponsorship program of a Major Corporate Sponsor.

1.138 Major Event shall mean a major national or international event such as, but not limited to, World Cup Soccer, the Goodwill Games, the Pan Am Games or the Olympics.

1.139 Marketing Rights shall mean Signage Rights, Naming Rights, Entitlement Rights and Product Rights.

1.140 Material Part shall have the meaning set forth in Article 36.

1.141 Mayor's High School Championship Game shall mean the City's high school championship football game.

1.142 Media Rights shall have the meaning set forth in Article 17.

1.143 Memorandum of Agreement shall mean that certain memorandum of agreement dated August 22, 1980 between the CPD and the Club, as supplemented by that certain Agreement dated April 7, 1988 between the CPD and the Club, as extended and amended by that certain Permit Extension Agreement dated August 18, 1999 by and between the CPD and the Club.

1.144 Mid-South Parking Structure shall mean the two story parking structure south of Waldron Drive as described in the Project Plans.

1.145 Miscellaneous Taxes shall mean all taxes imposed on the sale, licensing or issuance of PSLs, Club Seat Licenses, Suite Licenses and Marketing Rights.

1.146 MOU shall mean that certain memorandum of understanding dated November 15, 2000 by and between the Club and the CPD.

1.147 Museum Campus shall mean the Field Museum, the Alder Planetarium, the Shedd Aquarium and the surrounding area.

1.148 Naming Rights shall mean the rights granted to a Major Corporate Sponsor (i) to name the Facility, (ii) to use such name in connection with its advertising, promotions and marketing, (iii) to display, place and affix Signage and other advertising at the Facility, (iv) to require others, including the CPD and other users of the Facility, to use such name in their references to the Facility in advertising, promoting, marketing, and otherwise, (v) to prohibit any Direct Competitor from advertising, promoting or marketing itself or its products or services in the Facility and North Parking Structure, and (vi) to use on a non-exclusive basis subject to the consent of the CPD, which consent will not be unreasonably withheld, the "image and likeness" of the Facility in its advertising, promotions and marketing.

1.149 **Naming Rights Agreements** shall have the meaning set forth in Article 16.

1.150 **Naming Rights Program** shall have the meaning set forth in Article 16.

1.151 **Naming Rights Sponsor** shall mean that certain Major Corporate Sponsor to which Naming Rights have been granted.

1.152 **Naming Rights Sponsor's Business** shall mean the primary business of the Naming Rights Sponsor.

1.153 **Naming Rights Sponsor's Prohibition Rights** shall mean those rights set forth in subclause (iv) of the definition of Naming Rights.

1.154 **National Public Sector Event** shall mean any Public Sector Event which is part of a national or international tour (i.e., concert tour) or series of shows, performances or competitions.

1.155 **National Public Sector Event Sponsor** shall mean any Public Sector Event Sponsor who sponsors a National Public Sector Event.

1.156 **Natural Turf** shall mean a natural grass playing surface covering the Field.

1.157 **NFL Major Event** shall mean the Super Bowl, pro-bowl game, all star game or other major event sponsored by the NFL.

1.158 **NFL** shall mean the National Football League, an unincorporated association of professional football clubs, of which the Club is a member.

1.159 **NFL Days** shall mean those days on which NFL playoff games, the Super Bowl, NFL draft day and Club regular season away games occur.

1.160 **NFL Experience** shall mean an entertainment event conducted by or under the auspices of the NFL in which NFL football is promoted through visual and interactive displays, depictions, and simulations or other presentations intended to stimulate interest in football.

1.161 **NFL Schedule** shall mean the schedule for NFL games as set forth by the NFL.

1.162 **NFL Season** shall mean a series of NFL football games which includes pre-season and regular season NFL football games (currently twenty in number, ten of which are played at Soldier Field) and post-season NFL football games, commencing seven days before the Club's first scheduled pre-season football game and ending with the last to occur of the Club's final regular season football game or post-season playoff game, if any.

1.163 **NFL Strike** shall mean an NFL players' strike, NFL umpires' strike, and NFL owners' lock out of the players.

1.164 **North Parking Structure** shall mean the parking structure north of the Facility as described in the Project Plans.

1.165 **Non-Franchise Public Sector Event** shall mean any Public Sector Event which is not a Franchise Public Sector Event.

1.166 **Non-Franchise Right of First Refusal** shall have the meaning set forth in Article 12.

1.167 **Operation Assistance Agreement** shall mean that certain operation assistance agreement dated as of August 1, 2001 by and between the CPD and the Authority.

1.168 **Operating Expenses** shall have the meaning set forth in Article 21.

1.169 **Option Limitations** shall have the meaning set forth in Article 3.

1.170 **Option Notice** shall have the meaning set forth in Article 3.

1.171 **Ordinary Capital Improvements** shall have the meaning set forth in Article 20.

1.172 **Original Term** shall have the meaning set forth in Article 3.

1.173 **Other Capital Improvements** shall mean any Capital Improvement which is not a Health and Safety Capital Improvement, a Colonnade Capital Improvement, a Ordinary Capital Improvement, or a Club Capital Improvement.

1.174 **Panel** shall mean the panel of arbitrators as selected pursuant to Article 33.

1.175 **Parking** shall mean parking spaces and lots available to patrons of the Facility as described on the Project Plans.

1.176 **Parking Allotment** shall mean 4,250 parking spaces to be purchased by the Club from the CPD on Game Days.

1.177 **Parking Allotment Fee** shall mean the annual fee (as such fee may be increased from time to time as provided herein) to be paid by the Club to the CPD in consideration for the Club's Use Rights with respect to the Parking Allotment.

1.178 **Parking Allotment Taxes** shall mean all taxes related to the Club's use, sale or authorization of the use of the Parking Allotment.

1.179 **Parkland** shall mean the parkland and other area surrounding Soldier Field, as renovated and improved in accordance with the Project Plans or by mutual agreement of the CPD and the Club.

1.180 **PBC** shall mean the Public Building Commission of Chicago, established pursuant to the Public Building Commissioner Act.

1.181 **Product Rights** shall mean the right to sell or license to a third party the exclusive right to supply the Concessionaries with a specific type of Concession product.

1.182 **Product Rights Program** shall have the meaning set forth in Article 16.

1.183 **Product Rights Agreement** shall have the meaning set forth in Article 16.

1.184 **Project** shall mean the adaptive reuse of Soldier Field, the construction of the North Parking Structure and the Mid-South Parking Structure, and the repairs and improvements to the South Parking Lot, and the improvements and construction of the Parklands as described in the Project Plans.

1.185 Project Costs shall mean all costs and expenses incurred in the Project as contemplated by the Transaction Documents.

1.186 Project Funds shall mean all private and public funds available for financing the Project as contemplated by the Development Assistance Agreement.

1.187 Project Plans shall mean those certain drawings and specification as prepared by the Architect, and referenced in the Development Agreement, with respect to the Project, as such plans may be amended or agreed to by the Club and the CPD.

1.188 Project Site shall be the site as described in the Development Agreement.

1.189 Property Tax shall mean all real estate taxes and assessments which are levied against the Facility or any component thereof. Such Property Taxes include all real and special taxes levied by any Governmental Authority so long as such tax is based upon or measured by the valuation of the Facility or any component thereof.

1.190 PSL Licensee shall mean the holder or licensee of a PSL.

1.191 PSL shall mean Football PSLs and Public Sector Event Sponsor PSLs.

1.192 Public Sector Event shall mean an event to be held or sponsored at the Facility (or any part thereof) sponsored by the CPD or any party directly or indirectly authorized to hold or sponsor an event at the Facility (or any part thereof) by the CPD other than the Club or a Major Corporate Sponsor of the Club.

1.193 Public Sector Event Sponsor shall mean a sponsor of a Public Sector Event.

1.194 Public Sector Event Sponsor PSLs shall mean a contractual agreement between a licensee and the CPD and/or a Public Sector Event Sponsor by which the licensee receives the right to purchase tickets to Public Sector Events at a specified seat location in the Facility for a designated period of time.

1.195 Right of First Refusal shall mean a Franchise Right of First Refusal and a Non-Franchise Right of First Refusal.

1.196 Routine Maintenance shall have the meaning set forth in Article 19.

1.197 Sales Tax shall mean all local, state and federal taxes imposed on the sale of goods and services as in effect from time to time.

1.198 Schedule Request Confirmation shall have the meaning set forth in Article 10.

1.199 Schedule Request Denial shall have the meaning set forth in Article 10.

1.200 Scheduling Procedures shall have the meaning set forth in Article 10.

1.201 Scheduling Request shall mean a written request submitted by the Club to the CPD pursuant to which the Club requests to exercise its Club Use Rights.

1.202 Signage shall mean logos, banners, advertising and signs which promote, market or advertise products, services, ideas, activities, persons, entities, organizations or anything else.

1.203 Signage Plan shall mean a plan which sets forth the location, size, scope and type of Signage to be placed inside and on the exterior of the Facility.

1.204 Signage Rights shall mean the right to display, place and affix Signage, and the right to sell and license to others the right to display, place and affix Signage.

1.205 Signage Rights Agreements shall have the meaning set forth in Article 16.

1.206 Signage Rights Program shall have the meaning set forth in Article 16.

1.207 Soldier Field shall mean the stadium located at 425 East McFetridge Drive in Chicago, Illinois and commonly known as "Soldier Field."

1.208 South Parking Lot shall mean that surface parking lot south of the Facility as described in the Project Plans.

1.209 Special Games shall mean the pre-season, regular-season and post-season games for which the Club is the "home team" but nonetheless the NFL schedules such game at a location other than the Facility (e.g. Canton, Ohio or outside the United States).

1.210 Specifications shall have the meaning set forth in the Development Agreement.

1.211 Sponsor-Related Events shall mean an event (i) related solely to the business of a Major Corporate Sponsor, (ii) held in the Club Lounge at the Facility, (iii) paid for by the Club or by such Major Corporate Sponsor of the Club, and (iv) for usage by such Major Corporate Sponsor's employees and/or business customers, but not the general public. With respect to a Sponsor-Related Event, the Major Corporate Sponsor may not sell or give away tickets to the general public or to Bears Ticket Holders.

1.212 Sports Team Tax shall mean any taxes applicable solely to the property or business of sports teams or admission to sporting events as in effect from time to time.

1.213 Stadium Seating shall mean that area or location within the Facility designated as stadium seating on the Project Plans or by mutual agreement by the Club and the CPD.

1.214 Standard Arbitration shall have the meaning set forth in Article 33.

1.215 Substantial Completion of the Stadium and North Garage shall have the meaning set forth in the Development Agreement.

1.216 Suites shall mean the private box suites to be built as shown on the Project Plans and private box suites, if any, to be built in the future at the Facility.

1.217 Suite License shall mean a contractual agreement with a licensee by which a licensee receives the right to use and occupy a Suite.

1.218 Suite Licensee shall mean the holder or licensee of a Suite License.

1.219 Super Bowl shall mean the NFL's league championship game which is currently called the "Super Bowl."

1.220 **Tailgate Parties** shall mean tailgate parties and other similar and related activities engaged in by the patrons of Bears Games.

1.221 **Tax Agreement** shall have the meaning set forth in the Development Assistance Agreement.

1.222 **Team Areas** shall mean the following areas located within the Facility: (i) Bears Administrative Offices; (ii) the Bears Hall of Fame (if any); (iii) the Bears Retail Store (if any); (iv) the Bears Locker Room; (v) Bears Storage Areas (vi) Bears Sports Bar/Restaurant (if any); and (vii) such other areas designated in the Project Plans or by mutual agreement of the Club and the CPD.

1.223 **Temporary Taking** shall have the meaning set forth in Section 36.2.

1.224 **10 Year Upgrades** shall have the meaning set forth in Section 20.5.4.

1.225 **Term** shall mean the Original Term plus any Extension Terms.

1.226 **34 Dates** shall have the meaning set forth in Article 6.

1.227 **Total Permit Fee** shall mean the Facility Fee plus the Parking Allotment Fee.

1.228 **2003 Per Game Facility Fee** shall equal Four Hundred Seventy Thousand and No/100ths Dollars (\$470,000.00).

1.229 **2003 Per Game Parking Allotment Fee** shall equal the difference between (a) \$100,000 and (b) (i) \$20.00 multiplied by the difference between (ii) 4,250 and the number of parking spaces available to the Club in the North Parking Structure, the Mid-South Parking Structure and the South Parking Lot for the applicable Bears Game.

1.230 **Transaction Documents** shall mean this Agreement, Development Assistance Agreement, the Development Agreement and the Operation Assistance Agreement.

1.231 **Video Boards** shall mean the video board and video board room as set forth on the Project Plans or by mutual agreement of the Club and the CPD.

1.232 **Weekday Practice** shall mean a weekday practice by the Club at the Facility during the Football Season.

1.233 **White Sox** shall mean the Chicago White Sox, Ltd., an Illinois limited partnership, and any successor thereof.

ARTICLE 2.

REPRESENTATIONS AND WARRANTIES.

2.1 **Representations, Warranties and Covenants Relating to the Club.** The Club and the Subsidiary jointly and severally represent, warrant and covenant to the CPD as follows:

2.1.1 **Organization.** The Club is a corporation duly organized, existing and in good standing under the laws of the State of Delaware. The Club possesses full

and adequate corporate power and authority to own, operate and lease its properties, and to carry on and conduct its business as it is currently being conducted. The Club is duly qualified or licensed to conduct business as a foreign corporation in the State of Illinois.

2.1.2 Authorization. The Club has the full right, power and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties under this Agreement. The execution, delivery and performance of this Agreement by the Club has been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete and certified copy of the authorizing resolutions has been delivered to the CPD. This Agreement has been duly executed and delivered by the Club.

2.1.3 Binding Obligation. This Agreement constitutes the legal, valid and binding obligations of the Club, and is enforceable against the Club in accordance with its terms.

2.1.4 No Conflict.

(a) Governing Documents. The execution, delivery and performance of this Agreement do not and will not result in or cause a violation or breach of or a conflict with any provision of the Club's articles of incorporation, by-laws or other governing documents, or the rules, regulations, policies or by-laws of the NFL which will have a material adverse effect on the Club's ability to perform and satisfy its obligations and duties under this Agreement.

(b) Law. The execution, delivery and performance of this Agreement by the Club do not and will not result in or cause a violation or breach of or a conflict with any statute, law, code, ordinance, rule, regulation, judgment, order, writ, arbitral award, decree or injunction applicable to the Club or any of its properties or assets which will have a material adverse effect on the Club's ability to perform and satisfy its obligations and duties under this Agreement.

(c) Contracts. The execution, delivery and performance of this Agreement by the Club do not and will not result in a breach or violation of, conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which the Club is a party or by which the Club or any of its properties or assets are bound which will have a material adverse effect on the Club's ability to perform and satisfy its obligations and duties under this Agreement.

2.1.5 Subsidiary Ownership. The Club is the sole member and owner of the Subsidiary free and clear of any claims, Liens, security interests, pledges and encumbrances of any kind.

2.1.6 Taxes. The Club has not failed to file any applicable income or other tax returns or to pay any income or other taxes when due which failure would have a material adverse effect on the Club's ability to perform and satisfy its obligations and duties under this Agreement. There is no controversy or objection pending, or to the knowledge of the Club, threatened in respect of any tax return of the Club which would have a material adverse effect on the Club's ability to perform and satisfy its obligations and duties under this Agreement.

2.1.7 Place of Business. The principal place of business of the Club is Halas Hall at Conway Park, 1000 Football Drive, Lake Forest, Illinois 60045 and the Club shall provide the CPD prompt written notice of any change in such location.

2.1.8 Absence of Litigation. There is no action, suit, proceeding, claim, arbitration, or investigation pending or, to the Club's knowledge, threatened by any person or entity, against the Club or its assets or properties which if unfavorably determined would have a material adverse effect on the Club's ability to perform and satisfy its obligations and duties under this Agreement.

2.1.9 Scope of License. The Club has not and will not grant or convey nor attempt to grant or convey to any Concessionaire, Invitee or other party any rights, interests or licenses which are in conflict or inconsistent with or violate this Agreement or otherwise exceed the scope of the Club's rights, interests and licenses hereunder.

2.1.10 Environmental Laws and Hazardous Substances. The Club represents, warrants and covenants that (i) the Club will not generate, use, store, treat, transport, manufacture, handle, produce or dispose of any Hazardous Materials, on, in or about the Environmental Area, except for amounts customarily used in stadiums and in compliance with all Environmental Laws and all licenses, permits, certificates, approvals and similar authorizations issued to the Club thereunder; (ii) with respect to the Environmental Area, the operations of the Club will comply with all Environmental Laws and all licenses, permits certificates, approvals and similar authorizations issued to the Club thereunder; (iii) with respect to the Environmental Area, the Club shall immediately notify the CPD upon becoming aware of any investigation, proceeding, complaint, order, directive, claim, citation or notice by any Governmental Authority or any other person or entity directed against the Club, or threatened against the Club; and shall take prompt and appropriate actions to respond thereto; (iv) with respect to the Environmental Area, the Club shall immediately notify the CPD upon becoming aware of any non-compliance with, or violation of, the requirements of any Environmental Law by the Club or the release, spill or discharge, threatened or actual, of any Hazardous Material or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Material or any other environmental, health or safety matter, which affects the Club or its business, operations, assets or the Environmental Area; (v) with respect to the Environmental Area, the Club will have no material liability, contingent or otherwise, in connection with a release, spill or discharge, threatened or actual, of any Hazardous Materials or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any

Hazardous Material; and (vi) without limiting the generality of the foregoing, the Club shall, following determination by the CPD that there is a breach of the foregoing representations, warranties or covenants, at the Club's sole expense, cause an independent environmental engineer acceptable to the CPD to conduct such tests of the relevant site as are appropriate, and prepare and deliver a report setting forth the result of such tests, a proposed remediation plan and an estimate of the costs thereof; provided in the event that such environmental engineer does not find or conclude that any fact, circumstance or condition occurred or exists that is a breach any of the foregoing representations, warranties and covenants, then the Club shall be entitled to reimbursement from the CPD for its expenses and costs paid to such environmental engineer. In the event that the Club hires, employs, authorizes or directs an environmental engineer or any other party to perform or conduct any tests or analysis or to gather or collect information or data with respect to any matter related to the Environmental Laws in connection with the Environmental Area, the Club shall promptly notify the CPD and shall promptly provide the CPD with copies of these tests results, analysis information and data, and all reports and remediation plans related thereto. Without the prior written consent of the CPD or as required by law or judicial decree, the Club shall not disclose to any other party these tests results, analysis, information or data. The Club shall provide that the CPD, at the CPD's option, may accompany the environmental consultant on the environmental consultant's visits to the Environmental Area. Upon completion of any remediation plan and the approval thereof by CPD, the Club shall promptly, at its own cost and expense, undertake and perform such remediation plan by contractors reasonably acceptable to CPD, and if required by Environmental Laws, obtain from the applicable Governmental Authority a closure letter or other evidence that the Environmental Area complies with applicable Environmental Laws. The representations, warranties and covenants of the Club in this Section 2.1.10 shall be deemed to be made as of the Final Completion Date. Without limiting the foregoing, the Club is making no representation, warranty or covenant as of the date of this Agreement as to whether the Environmental Area is currently in compliance with Environmental Laws or as to whether there currently exists any Hazardous Materials in, on, or under the Environmental Area, and specifically disclaims any such representations, warranties and covenants under this Agreement.

2.2 Representations, Warranties and Covenants Relating to the CPD.

The CPD represents, warrants and covenants to the Club and the Subsidiary as follows:

2.2.1 Organization. The CPD is a municipal corporation duly organized and existing pursuant to 70 Illinois Compiled Statutes §1505/1 et seq. The CPD possesses full and adequate power and authority to own, operate and lease its properties, and to carry on and conduct its business as it is currently being conducted.

2.2.2 Authorization. The CPD has the full right, power and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties under this Agreement. The execution, delivery and performance of this Agreement by the CPD has been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete and certified copy of the

authorizing resolutions has been delivered to the Club. This Agreement has been duly executed and delivered by the CPD.

2.2.3 Binding Obligation and Enforcement. This Agreement constitutes the valid and binding obligations of the CPD, and is enforceable against the CPD in accordance with its terms.

2.2.4 No Conflict.

(a) Governing Documents. The execution, delivery and performance of this Agreement by the CPD do not and will not cause or result in a violation or breach of, or conflict with any provision of the CPD's governing documents or rules, policies or regulations applicable to the CPD which will have a material adverse affect on the ability of the CPD to perform and satisfy its obligations and duties under this Agreement.

(b) Law. The execution, delivery and performance of this Agreement by the CPD does not and will not cause or result in a violation or breach of or conflict with any statute, law, code, ordinance, rule, regulation, judgment, order, writ, arbitral award, decree or injunction applicable to the CPD or any of its properties or asset, which will have a material adverse affect on the ability of the CPD to perform and satisfy its obligations and duties under this Agreement.

(c) Contracts. The execution, delivery and performance of this Agreement by the CPD do not and will not cause or result in a violation or breach of or conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which the CPD is a party or by which the CPD or any of its properties or assets are bound which will have a material adverse affect on the ability of the CPD to perform and satisfy its obligations and duties under this Agreement.

2.2.5 Place of Business. The principal place of business of the CPD is 541 North Fairbanks Court, Chicago, Illinois 60611, and the CPD shall provide the Club with prompt written notice of any change in such location.

2.2.6 Absence of Litigation. There is no action, suit, proceeding, claim, arbitration, or investigation pending or, to the General Superintendent's knowledge, threatened by any person or entity, against the CPD or its assets or properties which if unfavorably determined against the CPD would have a material adverse effect on the CPD's ability to perform and satisfy its obligations and duties under this Agreement.

2.2.7 Environmental Laws and Hazardous Substances. The CPD represents, warrants and covenants that (i) to the best of the CPD's knowledge, the CPD and its invitees (excluding the Club and the Subsidiary) will not generate, use,

store, treat, transport, manufacture, handle, produce or dispose of any Hazardous Materials, on, in or about the Environmental Area, except for amounts customarily used in stadiums and in compliance with all Environmental Laws and all licenses, permits, certificates, approvals and similar authorizations issued to the CPD and its invitees (excluding the Club and the Subsidiary) thereunder; (ii) with respect to the Environmental Area, the operations of the CPD and its invitees (excluding the Club and the Subsidiary) will comply with all Environmental Laws and all licenses, permits, certificates, approvals and similar authorizations issued to the CPD and its invitees (excluding the Club, the Subsidiary and their invitees) thereunder; (iii) with respect to the Environmental Area, the CPD shall immediately notify the Club upon becoming aware of any investigation, proceeding, complaint, order, directive, claim, citation or notice by any Governmental Authority or any other person or entity directed against the CPD or its invitees, or threatened against the CPD or its invitees, and shall take prompt and appropriate actions to respond thereto; (iv) with respect to the Environmental Area, the CPD shall immediately notify the Club upon becoming aware of any non-compliance with, or violation of, the requirements of any Environmental Law by the CPD or the release, spill or discharge, threatened or actual, of any Hazardous Material or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Material or any other environmental, health or safety matter, which affects the CPD or its business, operations, assets or the Environmental Area; and (v) without limiting the generality of the foregoing, the CPD shall, following determination by the Club that there is a breach of the foregoing representations, warranties or covenants, at the CPD's sole expense, cause an independent environmental engineer acceptable to the Club to conduct such tests of the relevant site as are appropriate, and prepare and deliver a report setting forth the result of such tests, a proposed remediation plan and an estimate of the costs thereof; provided in the event that such environmental engineer does not find or conclude that any fact, circumstance or condition occurred or exists that is a breach any of the foregoing representations, warranties and covenants, then the CPD shall be entitled to reimbursement from the Club for its expenses and costs paid to such environmental engineer. In the event that the CPD hires, employs, authorizes or directs an environmental engineer or any other party to perform or conduct any tests or analysis or to gather or collect information or data with respect to any matter related to the Environmental Laws in connection with the Environmental Area, the CPD shall promptly notify the Club and shall promptly provide the Club with copies of these tests results, analysis information and data, and all reports and remediation plans related thereto. Without the prior written consent of the Club or as required by law or judicial decree, the CPD shall not disclose to any other party these tests results, analysis, information or data. The CPD shall provide that the Club, at the Club's option, may accompany the environmental consultant on the environmental consultant's visits to the Environmental Area. Upon completion of any remediation plan and the approval thereof by Club, the CPD shall promptly, at its own cost and expense, undertake and perform such remediation plan by contractors reasonably acceptable to the Club, and if required by Environmental Laws, obtain from the applicable Governmental Authority a closure letter or other evidence that the Environmental Area complies with applicable Environmental Laws. The representations, warranties and covenants of the CPD in this Section 2.2.7

shall be deemed to be made as of the Final Completion Date. Without limiting the foregoing, the CPD is making no representation, warranty or covenant as of the date of this Agreement as to whether the Environmental Area is currently in compliance with Environmental Laws or as to whether there currently exists any Hazardous Materials in, on or under the Environmental Area and specifically disclaims any such representations, warranties or covenants under this Agreement. For purposes of this Section 2.2.7, "knowledge" means the actual knowledge of the General Superintendent.

2.3 Representations, Warranties and Covenants Relating to the Subsidiary. The Club and the Subsidiary jointly and severally represent, warrant and covenant to the CPD as follows:

2.3.1 Organization. The Subsidiary is a limited liability company duly organized, existing and in good standing under the laws of the State of Delaware. The Subsidiary possesses full and adequate power and authority to own, operate and lease its properties, and to carry on and conduct its business as it is currently being conducted. The Subsidiary is duly qualified or licensed to conduct business as a foreign limited liability company in the State of Illinois.

2.3.2 Authorization. The Subsidiary has the full right, power and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties under this Agreement. The execution, delivery and performance of this Agreement by the Subsidiary has been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete and certified copy of the authorizing resolutions has been delivered to the CPD. This Agreement has been duly executed and delivered by the Subsidiary.

2.3.3 Binding Obligation and Enforcement. This Agreement constitutes the legal, valid and binding obligations of the Subsidiary, and is enforceable against the Subsidiary in accordance with its terms.

2.3.4 No Conflict.

(a) Governing Documents. The execution, delivery and performance of this Agreement by the Subsidiary do not and will not cause or result in a violation or breach of, or conflict with any provision of the Subsidiary's certificate of organization, operating agreement or other governing documents, or the rules, regulations, policies or by-laws of the NFL which will have a material adverse affect on the ability of the Subsidiary to perform and satisfy its obligations and duties under this Agreement.

(b) Law. The execution, delivery and performance of this Agreement by the Subsidiary does not and will not violate, cause or result in a violation or breach of or conflict with any statute, law, code, ordinance, rule, regulation, judgment, order, writ, arbitral award, decree or injunction applicable to the Subsidiary or any of its properties or assets which will have a material adverse affect on the ability of the Subsidiary to perform and satisfy its obligations and duties under this Agreement.

(c) Contracts. The execution, delivery and performance of the Agreement by the Subsidiary does not and will not cause or result in a violation or breach of, or conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which the Subsidiary is a party or by which the Subsidiary or any of its properties or assets are bound which will have a material adverse affect on the ability of the Subsidiary to perform and satisfy its obligations and duties under this Agreement.

2.3.5 Subsidiary Ownership. The Club is the sole member and owner of the Subsidiary free and clear of any claims, Liens, security interests, pledges and encumbrances of any kind.

2.3.6 Taxes. The Subsidiary has not failed to file any applicable income or other tax returns or to pay any income or other taxes when due which failure would have a material adverse affect on the ability of the subsidiaries to perform and satisfy its obligations and duties under this Agreement. There is no controversy or objection pending, or to the knowledge of the Subsidiary, threatened in respect of any tax returns of the Subsidiary which would have a material adverse affect on the ability of the Subsidiary to perform and satisfy its obligations and duties under this Agreement.

2.3.7 Place of Business. The principal place of business of the Subsidiary is Halas Hall at Conway Park, 1000 Football Drive, Lake Forest, Illinois 60045 and the Subsidiary shall provide the CPD prompt written notice of any change in such location.

2.3.8 Absence of Litigation. There is no action, suit, proceeding, claim, arbitration, or investigation pending or, to the Subsidiary's knowledge, threatened by any person or entity, against the Subsidiary or its assets or properties which if unfavorably determined against the Subsidiary would have a material adverse effect on the Subsidiary's ability to perform and satisfy its duties and obligations under this Agreement.

2.3.9 Scope of License. The Subsidiary has not and will not grant or convey nor attempt to grant or convey to any Concessionaire, Invitee or other party any rights, interests or licenses which are in conflict or inconsistent with or violate this Agreement or otherwise exceed the scope of the Subsidiary's rights, interests and licenses hereunder.

2.3.10 Environmental Laws and Hazardous Substances. The Subsidiary represents, warrants and covenants that (i) the Subsidiary will not generate, use, store, treat, transport, manufacture, handle, produce or dispose of any Hazardous Materials, on, in or about the Environmental Area except for amounts customarily used in stadium and in compliance with all Environmental Laws and all licenses, permits, certificates, approvals and similar authorizations issued to the Subsidiary thereunder; (ii)

with respect to the Environmental, Area the operations of the Subsidiary will comply with all Environmental Laws and all licenses, permits certificates, approvals and similar authorizations issued to the Subsidiary thereunder; (iii) with respect to the Environmental Area, the Subsidiary shall immediately notify the CPD upon becoming aware of any investigation, proceeding, complaint, order, directive, claim, citation or notice by any Governmental Authority or any other person or entity directed against the Subsidiary or threatened against the Subsidiary; and shall take prompt and appropriate actions to respond thereto; (iv) with respect to the Environmental Area, the Subsidiary shall immediately notify the CPD upon becoming aware of any non-compliance with, or violation of, the requirements of any Environmental Law by the Subsidiary or the release, spill or discharge, threatened or actual, of any Hazardous Material or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Material or any other environmental, health or safety matter, which affects the Subsidiary or its business, operations, assets or the Environmental Area; (v) with respect to the Environmental Area the Subsidiary will have no material liability, contingent or otherwise, in connection with a release, spill or discharge, threatened or actual, of any Hazardous Materials or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Material; and (vi) without limiting the generality of the foregoing, the Subsidiary shall, following determination by the CPD that there is a breach of the foregoing representations, warranties or covenants, at the Subsidiary's sole expense, cause an independent environmental engineer acceptable to the CPD to conduct such tests of the relevant site as are appropriate, and prepare and deliver a report setting forth the result of such tests, a proposed remediation plan and an estimate of the costs thereof; provided, however, in the event that such environmental engineer does not find or conclude that any fact, circumstance or condition occurred or exists that is a breach of any of the foregoing representations, warranties and covenants, then the Subsidiary shall be entitled to reimbursement from the CPD for its expenses and costs paid to such environmental engineer. In the event that the Subsidiary hires, employs, authorizes or directs an environmental engineer or any other party to perform or conduct any tests or analysis or to gather or collect information or data with respect to any matter related to the Environmental Laws in connection with the Environmental Area, the Club shall promptly notify the CPD and shall promptly provide the CPD with copies of these tests results, analysis information and data, and all reports and remediation plans related thereto. Without the prior written consent of the CPD or as required by law or judicial decree, the Club shall not disclose to any other party these tests results, analysis, information or data. The Club shall provide that the CPD, at the CPD's option, may accompany the environmental consultant on the environmental consultant's visits to the Environmental Area. Upon completion of any remediation plan and the approval thereof by CPD, Club shall promptly, at its own cost and expense, undertake and perform such remediation plan by contractors reasonably acceptable to CPD and, if required by Environmental Laws, obtain from the applicable Governmental Authority a closure letter or other evidence that the Environmental Area complies with applicable Environmental Laws. The representations, warranties and covenants of the Subsidiary in this Section 2.3.10 shall be deemed to be made as of the Final Completion Date. Without limiting the foregoing, the Subsidiary is making no representation, warranty or covenant as of

the date of this Agreement as to whether the Environmental Area is currently in compliance with Environmental Laws or as to whether there currently exists any Hazardous Materials in, on, or under the Environmental Area, and specifically disclaims any such representations, warranties and covenants under this Agreement.

2.4 Survivability. Except for the representations and warranties set forth in Sections 2.1.6, 2.1.7, 2.1.8, 2.2.5, 2.2.6, 2.3.6, 2.3.7 and 2.3.8, each of the representations, warranties and covenants made by the parties hereto shall be deemed continuing in nature and shall survive the execution and delivery of this Agreement. The representations and warranties set forth in Sections 2.1.6, 2.1.7, 2.1.8, 2.2.5, 2.2.6, 2.3.6, 2.3.7 and 2.3.8 shall survive until the second anniversary of the Final Completion.

2.5 Litigation. The parties acknowledge the existence of the Litigation.

ARTICLE 3. TERM AND TERMINATION

3.1 Term. The original term ("Original Term") of this Agreement shall commence upon the Financial Closing and shall terminate following the final NFL football game of the year 2033 Football Season, unless extended as provided for herein. All rights and obligations of the parties hereunder are conditioned on the occurrence of the Financial Closing.

3.2 Extension Options. The Club shall have the option ("Extension Option") to extend the Original Term for four (4) additional periods of five (5) years each ("Extension Terms"), on the same terms and conditions applicable as of the expiration of the Original Term or any Extension Term, as the case may be. The Club shall exercise an Extension Option by giving the CPD written notice thereof ("Option Notice") within the time period set forth in Section 3.3 below. Upon receipt by the CPD, such Option Notice shall be irrevocable and shall obligate and bind the Club and Subsidiary for the applicable Extension Term.

3.3 Limitation on Options. Notwithstanding the foregoing, the Club's right to exercise its Extension Option shall be limited as follows ("Option Limitations"):

3.3.1 The Club may not exercise an Extension Option if at the time of exercise or upon the commencement of the Extension Term, a Bears Terminating Default has occurred and is continuing.

3.3.2 The Club may not exercise an Extension Option if at the time of exercise or upon the commencement of the Extension Term, any event has occurred which, with the passage of time, or the giving of notice, or both, would be deemed a Bears Terminating Default.

3.3.3 The Club may not exercise an Extension Option if at the time of exercise or upon the commencement of the Extension Term, a Bears Non-Terminating Default has occurred and is continuing, and the Club has not provided the CPD with reasonable assurances satisfactory to the CPD that such Bears Non-Terminating Default will be promptly cured.

3.3.4 The Club may not exercise an Extension Option if at the time of exercise or upon the commencement of the Extension Term, any event has occurred which, with the passage of time, or the giving of notice, or both, would be deemed a Bears Non-Terminating Default, and the Club has not provided the CPD with reasonable assurances satisfactory to the CPD that such Bears Non-Terminating Default will not occur or will be promptly cured.

3.3.5 The Club must exercise any Extension Option by delivering the Option Notice to the CPD at least twenty-four (24) months prior to the expiration of the Original Term or Extension Term, as applicable, and failure (including but not limited to a failure or inability to do so by reason of Section 3.3.1, Section 3.3.2, Section 3.3.3 or Section 3.3.4) to timely exercise an Extension Option shall result in such Extension Option and all future Extension Options becoming null and void.

3.4 Rejection of Extension Option.

3.4.1 Rejection Notice. The CPD in its sole and absolute discretion can reject the Club's Extension Option if the CPD determines in good faith that any Option Limitation is applicable. The CPD shall provide the Club with written notice of its decision to reject the Club's exercise of its Extension Option ("Rejection Notice"). Upon receipt of such Rejection Notice, if the Club, in good faith, disputes the CPD's basis for such rejection, the Club may submit the matter to Standard Arbitration. In the event that (i) the Club submits such disputed rejection to Standard Arbitration at least twenty-three (23) months prior to the expiration of the Original Term or Extension Term, as applicable; and (ii) the Panel determines that the CPD had no basis for rejecting the Club's exercise of its Extension Option, then the Club's Extension Option shall be granted notwithstanding any time limitations imposed by Section 3.3.5.

3.5 **Termination by the Club.** In the event that the Financial Closing does not occur by August 1, 2002, Club may terminate this Agreement by providing written notice to the CPD.

3.6 **Termination by the CPD.** In the event that the Financial Closing does not occur by August 1, 2002, the CPD may terminate this Agreement by providing written notice to the Club.

3.7 **Mutual Termination.** This Agreement may be terminated at any time by written mutual agreement of the Club and the CPD (signed by the General Superintendent).

3.8 **Effect of Termination.** The termination, cancellation or expiration of this Agreement shall not release or relieve any party from any obligations or liabilities incurred prior to or as a result of such termination, cancellation or expiration.

3.9 **Marketing Rights.** Upon the termination, cancellation or expiration of this Agreement, the Marketing Rights and the Future Marketing Rights, if any, of the Club and Subsidiary shall specifically terminate without recourse to the CPD.

ARTICLE 4.
MEMORANDUM OF AGREEMENT

4.1 General. Notwithstanding any provision contained herein, the Club and the CPD shall continue to perform and satisfy their obligations and duties under and pursuant to the terms and conditions of the Memorandum of Agreement until the Memorandum of Agreement is terminated pursuant to Section 4.2 below. In the event of any conflict between the terms and conditions of the Memorandum of Agreement and this Agreement, the terms of this Agreement shall control.

4.2 Termination Upon Adaptive Reuse. The Memorandum of Agreement shall be deemed terminated for all purposes on the earlier to occur of (a) the issuance of a Certificate of Occupancy for the Facility following the Adaptive Reuse, (b) the usage of the Facility for a Bears Game following the Adaptive Reuse, or (c) a termination date or Event as provided for in the Memorandum of Agreement. Such termination shall in no way relieve or release the CPD or the Club from any liability or obligations incurred under the Memorandum of Agreement prior to such termination date.

4.3 Disruptions. Each of the parties understands and agrees that the Adaptive Reuse is anticipated to occur during the Club's Football Season commencing in Year 2001 and continuing through Year 2003 and that the Adaptive Reuse may limit, cause disruptions or inconveniences to, or prevent the Club's use or occupancy of Soldier Field as contemplated by the Memorandum of Agreement. The Club agrees that the CPD shall not be liable for or be deemed in breach of the Memorandum of Agreement in the event that the Adaptive Reuse causes any such limitations, disruptions or inconveniences or prevents the Club's use and occupancy of Soldier Field under the terms of the Memorandum of Agreement.

ARTICLE 5.
PROFESSIONAL SPORTS EVENTS

5.1 Bears Games. During the Term, the Club shall play all of its pre-season, regular season and all of its post-season games at the Facility for which it is the "home team," other than Special Games. The Club will use its best efforts to limit the number of Special Games and to ensure that the Club does not play more than a pro rata share of Special Games relative to the other NFL teams. The parties anticipate that there will be very few Special Games during the Term.

5.2 Other Professional Football Games. No other professional football games will be permitted to be played at the Facility except for (a) NFL sanctioned events, and (b) sanctioned events by another professional football league, provided, however, that the schedule for such other professional football league shall not permit games to be played at the Facility prior to the end of an NFL Season or after May 31st of any calendar year. Notwithstanding the foregoing, no professional football game will be permitted to be played at the Facility by another NFL franchise located in Chicago, Illinois (except for a game for which the Club shall be the "home team" or a Special Game or a NFL Major Event) to which the Club has not consented in advance in writing. Except as contemplated above, the Club shall have no obligation to consent in the future to any other professional football games being played at the Facility.

5.3 Other Professional Sports Teams. The Club shall be the primary sports tenant of the Facility and no other professional sports team shall be allowed to play its regular season home games at the Facility unless the payments it makes for its use of the Facility are reasonable, taking into account payments made by similar sports teams (other than the Club) for the use of their facilities, the amount of revenues and other benefits realized by such team for its use of the Facility, the benefits to be realized by the CPD from making the Facility available to such other team, and other factors that the CPD may, in good faith, deem relevant. In proposing terms to any other professional sports teams for the use of the Facility, the CPD will use reasonable efforts to not provide such other team with economic benefits or advantages which are inconsistent with the foregoing.

5.4 General Conditions.

5.4.1 Facility. Subject to the terms and conditions of this Agreement, the CPD agrees that the overall Facility will be in a condition suitable for playing an NFL professional football game (including but not limited to the conditions set forth in Article 23). Without limiting the foregoing, subject to the specific terms and conditions of this Agreement, the CPD agrees (i) the Field shall be of standard NFL dimensions, and contain standard NFL markings and goal posts, (ii) the Facility shall have the equipment and fixtures necessary for playing an NFL professional football game, (iii) all mechanical, heating, cooling, electrical systems, lighting systems, Video Boards, and public address systems shall be in reasonably good working order, and (iv) the CPD shall have in place the personnel necessary to satisfy the CPD's obligations hereunder. This Section 5.4.1 shall not be deemed to modify, limit, restrict, expand or enlarge the CPD's rights and obligations as set forth in Article 20 with respect to Capital Improvements.

5.4.2 Parking. Subject to the terms and conditions of this Agreement, the CPD agrees that the North Parking Structure, the Mid-South Parking Structure and the South Parking Lot will be in a condition suitable to allow the Club to exercise its rights as contemplated herein.

ARTICLE 6.
CLUB USE RIGHTS

Subject to the terms and conditions of this Agreement, the CPD grants to the Club, and the Club shall have the right to use and occupy the Facility or a certain portion thereof during the following periods and for the following uses (collectively, the "Club Use Rights"):

6.1 Bowl.

6.1.1 Subject to (i) previously scheduled Public Sector Events, (ii) the Five Day Rule, and (iii) CPD's Specifically Reserved Use Rights, the Club may use the Bowl for scheduled Weekday Practices during the Football Season.

6.2 Club-Lounge Area.

6.2.1 Subject to (i) previously scheduled Public Sector Events, and (ii) CPD's Specifically Reserved Use Rights, the Club may use the Club Lounge Area, the Club Seat Area, the Suites, and such other areas (e.g. the Beer Garden) of the Facility that the CPD may consent to in its reasonable discretion upon receipt of a written request by the Club, for a total each calendar year for 34 Club-Related Events and Sponsor-Related Events ("34 Dates"), plus NFL Days (except in the event that the Super Bowl is held at the Facility).

6.3 Facility and Game Day Site.

6.3.1 Except as specifically provided for herein, the Club shall use the Facility and the Game Day Site on each Game Day.

6.3.2 Subject to (i) previously scheduled Public Sector Events, (ii) the Five Day Rule, and (iii) the CPD's Specifically Reserved Use Rights, the Club shall be entitled to use the Facility (including the Bowl) on six (6) occasions per calendar year for Club-Related Events.

6.4 Parking.

6.4.1 In consideration of its payment of the Parking Allotment Fee, the Club shall be entitled to use (and to sell or authorize the use of) the Parking Allotment on each Game Day. Such parking spaces shall be in the North Parking Structure and the Mid-South Parking Structure (all of which shall be devoted entirely to the Club's needs on Game Days) and, to the extent necessary, the South Parking Lot. The Club and the CPD shall cooperate with one another to provide parking spaces to the Club (and its Invitees) on Game Days and to the extent that the Club (and its Invitees) require additional parking spaces over and above the Parking Allotment; provided that the Club acknowledges that such additional parking spaces may be allocated on a "first come, first served basis" and that the Club (and its Invitees) will be charged the standard rental rate and fees for such parking spaces.

6.4.2 In consideration of its payment of the Facility Fee, the Club (and its Invitees) shall be entitled to use up to one hundred (100) parking spaces located under the Facility, but these parking spaces shall be subject to availability; the Club acknowledges that such parking spaces shall be on a "first come, first served basis" and that the Club and (its Invitees) will be charged the standard rental rates and fees for any additional parking spaces over the one hundred (100) parking spaces provided; and the Club also acknowledges that such one hundred (100) parking spaces may not be available due to an Event or the staging of work at the Facility.

6.4.2.1 In consideration of its payment of the Facility Fee, for Club-Related Events and Sponsor-Related Events held on non-Game Days which use the Bowl, the Club (and its Invitees) shall be entitled to use up to one hundred (100) parking spaces located under the Facility; the Club acknowledges that any additional parking spaces shall be subject to availability on a "first come, first served basis" and that the Club and (its Invitees) will be charged the standard rental rates and fees for any

additional parking spaces over the one hundred (100) parking spaces provided; and the Club also acknowledges that such one hundred (100) parking spaces may not be available due to an Event or the staging of work at the Facility.

6.5 Suites.

6.5.1 The Club shall have the exclusive right to use all of the Suites on Game Days, and during Club-Related Events and Sponsor-Related Events provided that the CPD is not utilizing the Bowl.

6.5.2 The Club, the Bears Suite Licensees and a limited number of invited guests of the Club or the Bears Suite Licensees may use the Suites (but not any other part of the Facility) at all reasonable times when the Facility, the Bowl or the Club Lounge Area is not being used for any other Events (including, but not limited to any Public Sector Event); provided (i) that the number of invited guest shall not exceed the reasonable capacity of a Suite, (ii) that the Club and the Bears Suite Licensees provide the CPD with reasonable prior notice of their intention to use a Suite; (iii) that in no event shall the Club or Bears Suite Licensee sublicense or otherwise transfer this use right to another party; and (iv) that the Club shall be responsible for all costs and expenses related to such use (i.e. cleaning and security costs) and shall reimburse the CPD for all costs and expenses incurred by the CPD relating to such use.

6.6 Corporate Parties. The Club may use on each Game Day those portions of the Game Day Site which are appropriate and conducive for Corporate Parties; provided, that the number of people attending such Corporate Parties shall be reasonable in number to reflect the limited space available; and provided further such Corporate Parties shall begin no earlier than three hours prior to the start of any Bears Game and shall end no later than the earlier of (i) 12:00 a.m., (ii) one and one half hours after the completion of a Bears Game, or (iii) such time as required by Law.

6.7 Tailgate Parties. The Club may allow its Invitees to use on Game Day those portions of the Game Day Site which are appropriate and conducive for Tailgate Parties; provided that the number of people attending such Tailgate Parties shall be reasonable in number to reflect the limited space available; and provided further such Tailgate Parties shall begin no earlier than three hours prior to the start of any Bears Game and shall end no later than the earlier of (i) 12:00 a.m., (ii) one and one half hours after the completion of a Bears Game, or (iii) such time as required by Law.

6.8 Team Areas. The Club shall have exclusive use and occupancy of the Team Areas at all times subject to the CPD's rights as provided in Section 8.3. In the event that in the future there is a Bears Hall of Fame, Bears Retail Shop, Bears Sports Bar/Restaurant or other "revenue generating" Team Areas, the Club and the CPD shall negotiate in good faith to determine each parties' rights and obligations with respect thereto.

6.9 Video Boards and Sound System. The Club shall have the use of and control over the public address system and Video Board on Game Days and non-Game Days on which the Club is entitled to use the Bowl.

6.10 Invitees. The Club Use Rights shall include the right to invite Invitees to use and occupy the Facility or the applicable portions thereof. In no event shall the Club's Invitees be deemed to have greater rights or licenses than the Club itself.

6.11 Commencement. Except as provided for in Article 11 [Permanent Seat Licenses], Article 12 [Licensing of Suites and Club Seats] and Article 16 [Marketing Rights], the Club and Subsidiary acknowledge and agree that this Agreement does not provide any use or occupancy rights or other licenses or interests in the Facility prior to Substantial Completion of the Stadium and North Garage.

ARTICLE 7.

COMPLIANCE WITH LAWS, AND RESTRICTIONS ON USE

7.1 General Compliance with the Laws. In the exercise of its rights and licenses hereunder and in its use and occupancy of the Facility and the Game Day Site, the Club shall comply with any applicable Law. The Club shall use its reasonable efforts to ensure that its Invitees comply with any applicable Law.

7.2 No Gambling. During Club Use Periods, the Club specifically agrees not to permit any wagering, gambling or other similar gaming activities to occur at the Facility.

7.3 Alcoholic Beverages. During Club Use Periods, the Club specifically agrees not to permit the sale or distribution of any alcoholic or intoxicating beverages at the Facility except in compliance with all applicable Laws.

7.4 No Narcotics. During Club Use Periods, the Club shall use its reasonable efforts to ensure that illegal narcotics are not being used, sold or distributed at the Facility.

7.5 Immoral Acts. During Club Use Periods, the Club shall not permit any of its employees, agents, independent contractors or representatives to engage in any improper immoral conduct at the Facility. During Club Use Periods, the Club will use its reasonable efforts to ensure that no Invitee engages in any improper or immoral conduct at the Facility.

7.6 No Endangerment of Public Safety. During Club Use Periods, the Club shall take all reasonable actions necessary to ensure the public safety of its Invitees.

7.7 Compliance with Food and Safety Laws. During Club Use Periods, the Club shall take all reasonable actions necessary to ensure that the Club, the Subsidiary and the Concessionaires are all in compliance with applicable food and safety laws.

7.8 Compliance with Environmental Laws. During Club Use Periods, the Club and the Subsidiary shall take all reasonable actions necessary to ensure that the Club, the Subsidiary and its Invitees are all in compliance with any applicable Environmental Laws. The Club and the Subsidiary shall take or cause to be taken all actions necessary and desirable to ensure that the representations and warranties set forth in Section 2.1.10 and Section 2.3.10 are true and correct at all times during the Term of this Agreement, and that the covenants set forth in Section 2.1.10 and Section 2.3.10 are fully and promptly performed and satisfied.

7.9 Compliance with the Illinois Prevailing Wage Act and the Davis-Bacon Act. At all times, the Club and the Subsidiary shall comply with the Illinois Prevailing Wage Act and the Davis-Bacon Act, to the extent that these laws are applicable.

7.10 General Compliance with the Laws. With respect to the Facility and the Game Day Site, the CPD shall comply with any applicable Law (including Environmental Laws) and CPD shall use its reasonable efforts to ensure that its invitees comply with any applicable Law (including Environmental Laws).

ARTICLE 8. CPD USE RIGHTS

8.1 Generally. Subject to the limitations set forth below in Section 8.2, the CPD shall have the exclusive right to use and occupy the Facility and the Game Day Site, and to permit other parties to use and occupy the Facility and the Game Day Site.

8.2 Limitations on the CPD Use of the Facility.

8.2.1 Club Use Rights. The CPD shall not hold any Public Sector Event at the Facility or the Game Day Site which would materially interfere with a Confirmed Schedule Request.

8.2.2 Five Day Rule. Subject to Section 9.3, the CPD shall not hold any Public Sector Event on the Field which would conflict with the Five Day Rule.

8.2.3 Other Football Games. The CPD shall not schedule any college or high school football game prior to the public release of the NFL Schedule except for one Major College Football Game and the Mayor's High School Championship Game.

8.2.4 Team Areas. The CPD shall not use or occupy the Team Areas except as provided in Section 8.3.7.

8.2.5 Non-Competition. The CPD shall not advertise, promote, market, sell or distribute any Bears Related Merchandise on the Museum Campus on Game Days, and shall not authorize any other party to advertise, promote, market, sell or distribute Bears Related Merchandise on the Project Site or the Museum Campus on Game Days.

8.3 Reservation of Rights.

8.3.1 General. Any right, license or interest to use or occupy the Facility, including but not limited to rights, licenses and interests relating to Marketing Rights and Future Marketing Rights, that are not specifically granted to the Club or the Subsidiary pursuant hereto, shall be deemed reserved by the CPD. Without limiting the foregoing, the CPD specifically reserves the rights set forth in Section 8.3.2 through Section 8.3.10 set forth herein.

8.3.2 Mayor's Championship. Notwithstanding any other provision contained herein, the CPD specifically reserves the right to hold the Mayor's High School Championship Game at the Facility except on Game Days.

8.3.3 Professional Soccer Playoff Games. Notwithstanding any other provision contained herein, the CPD specifically reserves the right to hold one professional soccer game per playoff round not to exceed two professional playoff soccer games per year in violation of the Five Day Rule; provided that in no event shall such soccer games be held on the day of or the day before a Game Day.

8.3.4 Major College Football Games. Notwithstanding any other provision contained herein, the CPD specifically reserves the right to hold one (1) Major College Football Game per year, provided that such Major College Football Game is scheduled at least twelve (12) months in advance.

8.3.5 Video Boards and Sound System. Notwithstanding any other provisions contained herein, the CPD specifically reserves the right to use of and control over the public address system and the non-permanent displays on the Video Boards and LCDs on non-Game Days (except for non-Game Days on which the Club is entitled to use the Bowl) including but not limited to the advertising to be placed thereon.

8.3.6 Bowl. Notwithstanding any other provision contained herein, the CPD specifically reserves the right to hold Public Sector Events in the Bowl during any Club-Related Event or Sponsor-Related Event which is not utilizing the Bowl (i.e. a Club-Related Event or Sponsor-Related Event in the Club Lounge Area).

8.3.7 Team Areas. Notwithstanding any other provision contained herein, the CPD specifically reserves (i) the right to enter and inspect Team Areas in case of emergency or as required by law or upon reasonable prior notice to the Club, and (ii) the right to repair and maintain the Team Area, as may be required by Law or to reasonably ensure public safety, and as may be necessary to perform and satisfy its other obligations and duties contemplated by this Agreement. The Club and the Subsidiary shall at all times provide the CPD with any keys, codes and other devices necessary to enter and inspect the Team Areas; the CPD will reasonably restrict access to such keys, codes and other devices. Unless the circumstances reasonably require otherwise, the CPD shall provide the Club with reasonable notice prior to entering a Team Area.

8.3.8 Initial Football PSLs. Notwithstanding any other provision contained herein, the CPD specifically reserves the right to (i) sell, market, promote and receive any and all proceeds from the sale or license of the Initial Football PSLs, (ii) to appoint an agent or other party to do any of the foregoing, and (iii) to determine and decide any and all terms relating to or associated with the Initial Football PSLs.

8.3.9 Public Sector Event Sponsor PSLs. Notwithstanding any other provision contained herein, the CPD specifically reserves the right to (i) sell, market, promote and receive any and all proceeds from the sale or license of Public Sector

Event Sponsor PSLs, (ii) to permit a Public Sector Event Sponsor to do any of the foregoing, (iii) to appoint an agent or other party to do any of the foregoing, and (iv) to determine and decide any and all of the terms relating to or associated with the Public Sector Event Sponsor PSLs.

8.3.10 Salvageable Property. Notwithstanding any other provision herein, the CPD specifically reserves all rights, title and interests to all salvageable property and memorabilia from Soldier Field except for such property and memorabilia which is owned by the Club, including, without limitation, the Club's locker room furnishings. For the avoidance of doubt, the Club specifically acknowledges that it does not own the lockers in the locker room.

8.3.11 No Limitation. For the avoidance of doubt, the provisions set forth in Section 8.3.2, Section 8.3.3 and Section 8.3.4 shall in no way be deemed to limit or restrict the CPD's right to hold high school football games, college football games and soccer games at the Facility.

ARTICLE 9. FIVE DAY RULE

9.1 **General Rule.** During any Football Season, the Field shall not be used by any party (including, but not limited to the CPD, the Club and the Subsidiary) for any purpose (whether public or private) other than for Field Maintenance during the five (5) days proceeding a Game Day (the "Five Day Rule") except as set forth in Section 9.3 hereof.

9.2 **Purpose.** The parties agree and acknowledge that the sole purpose of the Five Day Rule is to provide reasonable assurances that the Field will be in satisfactory condition on the Game Day.

9.3 **Exceptions.** The Five Day Rule shall not apply to the following exceptions (the "Five Day Rule Exceptions"): (1) the CPD's Specifically Reserved Use Rights, (2) the removal of equipment and staging from a concert or other Public Sector Event (provided that such removal takes place not less than four (4) days prior to a Game Day), and (3) the Club's use of the Bowl for Weekday Practices provided that such use does not present an unreasonable risk of damage to the Field.

9.4 **Advances in Technology.** The parties acknowledge that during the Term of this Agreement advances in technology and other advances may occur with respect to the composition, repair, maintenance and replacement of Natural Turf for professional football which would reduce the time period needed to provide reasonable assurances that the Field would be in satisfactory condition on Game Days. In such event, the parties agree to negotiate in good faith to determine whether the Five Day Rule should be modified or reduced.

9.5 **Natural Turf.** In the event that the playing Field is changed from Natural Turf to Artificial Turf, the parties agree to negotiate in good faith to determine whether the Five Day Rule should be modified, reduced or remain in effect.

9.6 Major National or International Events. In the event that the CPD seeks to attract a Major Event to the Facility, the Club agrees to waive or modify the Five Day Rule to accommodate such Major Event given the positive impact on the City if such a Major Event can be booked.

ARTICLE 10.

SCHEDULING AND CONFIRMATION OF THE USE OF THE FACILITY

10.1 Schedule Requests

10.1.1 Bears Games. To schedule the use of the Facility for a Bears Game, the Club shall submit a Schedule Request to the CPD as soon as the NFL Schedule is made available to the Club.

10.1.2 NFL Days. To schedule the use of the Club Lounge Area, Club Seat Area and Suites for a NFL Day, the Club shall submit a Schedule Request to the CPD at any time after the NFL Schedule is made available to the Club.

10.1.3 Practices. To schedule the use of the Bowl for a Practice during the Football Season, the Club shall submit a Schedule Request to the CPD within a reasonable period of time prior to the requested date.

10.1.4 Club-Related Events and Sponsor-Related Events. To schedule the use of the Club Lounge Area, Club Seat Area and Suites or the Facility as a whole for a Club-Related Event or Sponsor-Related Event, the Club shall submit a Schedule Request to the CPD within a reasonable period of time prior to the requested date.

10.2 Response. The CPD shall be obligated to respond to a Schedule Request received from the Club as follows:

10.2.1 For any Schedule Request which requests a date between December 1 and January 31, the CPD shall be obligated to respond to the Club within five (5) days after receipt of the Schedule Request.

10.2.2 For any Schedule Request which requests a date on a Monday, Tuesday, Wednesday or Thursday between February 1 and March 31, the CPD shall be obligated to respond to the Club within five (5) days after receipt of the Schedule Request.

10.2.3 For any Schedule Request which requests a date on a Friday, Saturday or Sunday between February 1 and March 31, the CPD shall not be obligated to respond to the Club any earlier than sixty (60) days prior to the date so requested in the Schedule Request; provided that if specifically requested in writing by the Club, the CPD will make reasonable efforts to respond to the Club prior to the expiration of such sixty (60) days, if possible.

10.2.4 For any Schedule Request which requests a date between April 1 and October 31, the CPD shall not be obligated to respond to the Club any earlier than sixty (60) days prior to the date so requested in the Schedule Request; provided that if specifically requested in writing by the Club, the CPD will make reasonable efforts to respond to the Club prior to the expiration of such sixty (60) days, if possible.

10.2.5 For any Schedule Request which requests a date on a Monday, Tuesday, Wednesday or Thursday between November 1 and November 31, the CPD shall be obligated to respond to the Club within five (5) days after receipt of the Schedule Request.

10.2.6 For any Schedule Request which requests a date on a Friday, Saturday or Sunday between November 1 and November 31, the CPD shall not be obligated to respond to the Club any earlier than sixty (60) days prior to the date so requested in the Schedule Request; provided that if specifically requested in writing by the Club, the CPD will make reasonable efforts to respond to the Club prior to the expiration of such sixty (60) days, if possible.

10.3 Effect of a Schedule Request. The submission of a Schedule Request does not guarantee that the Club will be entitled to use or occupy the Facility or any part thereof as requested in such Schedule Request.

10.4 Confirmation Conditions. If the following conditions ("Confirmation Conditions") are satisfied (or waived by the CPD) at the time that the CPD is obligated to respond to a Schedule Request as set forth by Section 10.2, then the CPD shall be obligated to confirm the Schedule Request in writing ("Schedule Request Confirmation"):

10.4.1 No Bears Terminating Default has occurred and is continuing;

10.4.2 No event has occurred which with the passage of time, or the giving of notice, or both, would be deemed a Bears Terminating Default.

10.4.3 No Bears Non-Terminating Default has occurred and is continuing, for which the Club has not provided the CPD with reasonable assurances satisfactory to the CPD that such Bears Non-Terminating Default will be promptly cured.

10.4.4 No event has occurred which with the passage of time, or the giving of notice, or both, would be deemed a Bears Non-Terminating Default for which the Club has not provided the CPD with reasonable assurances satisfactory to the CPD that such Bears Non-Terminating Default will not occur or will be promptly cured.

10.4.5 The use and occupancy of the Facility (or any part thereof) requested by the Club in the Schedule Request is within and consistent with the Club Use Rights and the other terms of this Agreement.

10.4.6 The use and occupancy of the Facilities (or any part thereof) requested by the Club in the Schedule Request will not be in conflict with a previously scheduled Public Sector Event.

10.5 Denial. If each of the conditions set forth in Section 10.4 are not satisfied (or waived by the CPD), during the time that the CPD is obligated to respond to a Schedule Request as set forth by Section 10.2, then the CPD shall be entitled to deny such Schedule Request ("Schedule Request Denial"), and the Club shall have no right to use or occupy the Facility as requested in the Schedule Request. Upon receipt of a Schedule Request Denial, if the Club, in good faith, disputes the basis for the CPD's denial of its Schedule Request, the Club may submit the dispute to Expedited Arbitration. In the event that (i) the Club makes such submission for Expedited Arbitration within five (5) days of receipt of such Schedule Request Denial; and (ii) the Expeditious Arbitrator determines that the CPD has no basis for not confirming the Club's Schedule Request, then the Club's Schedule Request shall be confirmed.

10.6 Failure to Respond. In the event that the CPD fails to respond to a Schedule Request within the time periods set forth in Section 10.2, then such Schedule Request shall be deemed confirmed.

10.7 Bears Games. Notwithstanding any other provision contained in this Article 10 including, but not limited to Section 10.4 and the Confirmation Conditions set forth therein, the CPD shall be obligated to confirm a Schedule Request with respect to a Bears Game immediately upon receipt of such Schedule Request; provided if and only if NFL rules and regulations provide the Club with the right to request a change in the date of a scheduled Bears Game, the CPD may request that the Club apply to the NFL for a change in the date of one Bears Game in each Football Season to avoid a conflict with a previously Scheduled Public Sector Event. Once a Schedule Request is confirmed with respect to a Bears Game, the Club will not request that the NFL change such date without the consent of the CPD. In the event that the requested change cannot be accommodated by the NFL, then the CPD shall confirm the Schedule Request. Subject to Section 8.3.4 [Major College Football Game], the Club shall have an absolute priority on the usage of the Facility with respect to the Bears Games.

10.8 NFL Days. Notwithstanding any other provisions in this Article 10, in the event that the Club submits a Schedule Request for the use of the Club Lounge Area for an NFL Day within thirty (30) days after the NFL Schedule is made available to the CPD, then the CPD shall immediately confirm such Schedule Request. In the event that the Club submits a Schedule Request for the use of any part of the Facility, except for the Club Lounge Area, for an NFL Day, then CPD shall respond to such Schedule Request in accordance with Section 10.2.

10.9 Effect of Confirmation. Subject to Force Majeure, a Confirmed Schedule Request shall guarantee the Club the right to use and occupy the Facility as requested in the Schedule Request.

10.10 Procedure and Form

10.10.1 All Schedule Requests, Schedule Request Confirmations, and Schedule Request Denials shall be in writing delivered by e-mail, facsimile or in person.

10.10.2 Unless otherwise requested in writing by the CPD, the Club shall deliver to the CPD all Schedule Requests as follows:

Chicago Park District
541 N. Fairbanks Court
Chicago, Illinois, 60611
Attention: General Superintendent

with a copy to:

Stadium Manager
425 East McFetridge Drive
Chicago, Illinois 60605

10.10.3 Unless otherwise requested in writing by the Club, the CPD shall deliver to the Club all Schedule Request Confirmations and all Schedule Request Denials as follows:

Chicago Bears Football Club, Inc.
Halas Hall at Conway Park
1000 Football Drive
Lake Forest, Illinois 60046
Attention: President

with a copy to:

Schiff, Hardin & Waite
233 South Wacker Drive
Chicago, Illinois 60606
Attention: Gary Mowder

10.11 Effect. To be effective, any Schedule Request, Schedule Request Confirmation Schedule Request Denial shall substantially satisfy the procedure and form set forth in this Article 10 ("Scheduling Procedures"); provided the recipient party of any such Schedule Request, Schedule Request Confirmation or Schedule Request Denial may waive any deficiency in procedure or form in its sole and absolute discretion.

10.12 Rescheduling; Cancellation.

10.12.1 If after the Club receives a Confirmed Schedule Request, the CPD provides the Club with notice that it has a request for a Public Sector Event using the Bowl or Club Lounge Area for the date requested in the Confirmed Schedule Request, and the Club does not promptly after the receipt thereof cancel its Confirmed Schedule Request, and the Club later cancels its Confirmed Schedule Request, then upon the cancellation of the Confirmed Schedule Request by the Club, the Club will pay the CPD a cancellation fee equal to CPD's anticipated loss of net revenues from the requested Public Sector Event unless CPD has rescheduled such Public Sector Event.

10.12.2 If the Club or a Major Corporate Sponsor notifies the CPD of a cancellation of a Club-Related Event or Sponsor-Related Event, less than fourteen (14)

days prior to the scheduled date of such event, then notwithstanding such cancellation, such event shall count towards the Club's 34 Dates.

10.13 Cooperation. To facilitate the cooperative scheduling of Events, the Club and the CPD shall consult with each other to exchange information about proposed usage of the Facility and the scheduling of Events and shall cooperate to avoid conflicts in such scheduling and usage.

10.14 No Expansion of Club Use Rights. Nothing contained in this Article 10 shall be interpreted, construed or deemed to expand or increase any of the Club's Use Rights and all of the Club's scheduling confirmation rights shall be deemed limited in all respects by the Club Use Rights and the terms of this Agreement.

ARTICLE 11.

PERMANENT SEAT LICENSES

11.1 Initial Football PSLs.

11.1.1 Notwithstanding any other provisions contained herein, prior to Final Completion, the CPD shall have the exclusive right (i) to sell, market and promote the Initial Football PSLs; (ii) to appoint an agent or other party to do any of the foregoing on its behalf; and (iii) to determine and decide any and all terms and conditions relating to the Initial Football PSLs.

11.1.2 The CPD shall be entitled to any and all proceeds from the Initial Football PSLs and may use such proceeds in its sole and absolute discretion.

11.1.3 The Club commits and agrees to sell season tickets to Bears Games to Initial Football PSL Licensees at such prices and upon such terms as are determined by the Club for other purchasers of season tickets who are not Initial Football PSL Licensees so long as such Initial Football PSLs remain in effect. The Club further commits and agrees that the season tickets to Bears Games, which it sells to Initial Football PSL Licensees, shall be for specified seat locations in the Facility as contemplated by the Initial Football PSLs.

11.1.4 The CPD acknowledges and agrees upon termination or cancellation of an Initial Football PSL, the CPD shall have no right to resell or relicense such Initial Football PSL. The CPD further acknowledges and agrees that the Club may sell a Future Football PSL with respect to the specified seat location in the Facility contemplated by the cancelled or terminated Initial Football PSL.

11.2 Future Football PSLs.

11.2.1 The Club shall have the exclusive right (i) to sell, resell, market and promote Future Football PSLs, (ii) to appoint an agent or other party to do any of the foregoing on its behalf, and (iii) subject to the provisions of this Agreement, to determine and decide any and all terms and conditions related to the Future Football PSLs.

11.2.2 The Club shall be entitled to any and all proceeds from the Future Football PSLs and may use such proceeds in its sole and absolute discretion.

11.2.3 The Club shall have the right to oversee, control and implement a Future Football PSLs program ("Bears PSL Program"). The Club shall also have the right to enter into such agreements ("Bears PSL Agreements") related to such Bears PSL Program.

11.2.4 The CPD shall have no obligations or liabilities with respect to the administration, sale, resale, marketing, or promotion of any Future Football PSLs, Bears PSL Program or Bears PSL Agreements.

11.2.5 All Bears PSL Programs and all Bears PSL Agreements for Bears Games shall be subject to the approval of the CPD. The CPD agrees that such approval shall be granted unless such Bears PSL Programs and Bears PSL Agreements materially violate the rules of public policy of the CPD.

11.2.6 The Club shall ensure that the rights and licenses granted to Future Football PSL holders do not exceed the rights or licenses granted to the Club or the Subsidiary hereunder.

11.2.7 The Club shall comply with all applicable Law with respect to and shall be responsible for and pay all costs and expenses associated with the administration, sale, resale, marketing, and promotion of any Future Football PSLs, the Bears PSL Program and the Bears PSL Agreements.

11.3 Public Sector Event Sponsor PSLs.

11.3.1 Notwithstanding any other provision contained herein, the CPD and any Public Sector Event Sponsor shall have the exclusive right to (i) sell, market and promote Public Sector Event Sponsor PSLs, (ii) to appoint an agent or other party to do any of the foregoing, and (iii) to determine and decide any and all terms and conditions relating to the Public Sector Event Sponsor PSLs.

11.3.2 The CPD or the Public Sector Event Sponsor shall be entitled to any and all proceeds from the Public Sector Event Sponsor PSLs, and may use such proceeds in its sole and absolute discretion.

11.3.3 The Club and Subsidiary shall have no obligations, rights or interests in or relating to the Public Sector Event Sponsor PSLs under this Agreement.

ARTICLE 12. LICENSING OF SUITES AND CLUB SEATS

12.1 Club Rights.

12.1.1 The Club, or at the direction of the Club, the Subsidiary, shall have the exclusive right to license others to use and occupy the Suites and Club Seats on Game Days.

12.1.2 The Club or at the direction of the Club, the Subsidiary, shall have the exclusive right to license others to use and occupy the Suites and Club Seats for Club-Related Events and Sponsor-Related Events.

12.2 CPD Rights. Subject to the provisions of Section 12.3 and Section 12.4, the CPD or a Public Sector Event Sponsor shall have the exclusive right to license others to use and occupy the Suites and Club Seats for Public Sector Events except on Game Days, and during Club-Related Events and Sponsor-Related Events.

12.3 Non-Franchise Public Sector Events – Right of First Refusal.

12.3.1 Non-Franchise Right of First Refusal. For any Public Sector Event which is a Non-Franchise Public Sector Event, the Club, on behalf of each Bear Suite Licensee and each Bear Club Seat Licensee, shall be given a non-transferable right of first refusal ("Non-Franchise Right of First Refusal") to attend such Non-Franchise Public Sector Events in seating in the Suites or Club Seats, as the case may be, at rates no greater than the ticket price charged to non-Bears Suite Licensees and non-Bears Club Seat Licensees for such seating, or if there are none, not greater than the highest priced ticket charged for any areas of the Facility comprising in total not less than 5,000 seats or such different number as the CPD and the Club may agree; provided further, however, that this Non-Franchise Right of First Refusal shall not apply to Major Events.

12.3.2 Procedure. Promptly upon scheduling a Non-Franchise Public Sector Event, the CPD or the Public Sector Event Sponsor shall provide the Club with written notice of such Non-Franchise Public Sector Event. Such notice shall include the date, nature and pricing of the Non-Franchise Public Sector Event, and such other information as the Club may reasonably request. With respect to a Bear Suite Licensee, the Club shall have thirty (30) days after the commencement of the public sale of tickets for the Non-Franchise Public Sector Event to exercise its Non-Franchise Right of First Refusal. With respect to a Bear Club Seat Licensee, the Club shall have five (5) days after the announcement of a public sale of tickets (provided such five (5) day period shall occur during the fifteen day period prior to the commencement of a public sale of tickets) for the Non-Franchise Public Sector Event to exercise its Non-Franchise Right of First Refusal. To exercise such Non-Franchise Right of First Refusal, the Club shall provide written notice to the CPD or the Public Sector Event Sponsor indicating the number of people, which Suites, etc., and such other information as the CPD or the Public Sector Event Sponsor may request, together with the appropriate payment. Any Non-Franchise Right of First Refusal which is exercised shall be irrevocable. Any Non-Franchise Right of First Refusal which is not properly exercised within the time frame provided above shall be cancelled and be deemed null and void.

12.3.3 Administration. The Club shall be responsible for and shall pay all costs and expenses associated with the administering and carrying out the transactions contemplated by this Section 12.3. The Club shall be entitled to charge the Bear Suite Licensees and the Bear Club Seat Licensees a reasonable service charge for the purposes of recovering its costs and expenses incurred in administering and carrying out the transactions contemplated by this Section 12.3.

12.4 Franchise Public Sector Events – Right of First Refusal.

12.4.1 Franchise Right of First Refusal. For any Public Sector Event which is a Franchise Public Sector Event, the Club, on behalf of the Bear Suite Licensees and Bear Club Seat Licensees, shall be given a right of first refusal (“Franchise Right of First Refusal”) to purchase a Suite License or Club Seat License with respect to such Franchise Public Sector Event. This Franchise Right of First Refusal shall allow the Club to purchase any Suite License or Club Seat License on the same terms and conditions as the CPD or the Public Sector Event Sponsor propose to offer such Suite License or Club Seat License to non-Bear Suite Licensees or non-Bear Club Seat Licensees. Without limiting the foregoing sentence, this Franchise Right of First Refusal shall allow the Club to purchase any Suite License or Club Seat License for a single game or event once the CPD or the Public Sector Event Sponsor propose to offer such Suite License or Club Seat License for a single game or event to non-Bear Suite Licensees or non-Bear Club Seat Licensees.

12.4.2 Procedure. Promptly upon scheduling a Franchise Public Sector Event the CPD or the Public Sector Sponsor shall provide the Club with written notice of such Franchise Public Sector Event. Such notice shall include the date(s), nature and pricing of such Franchise Public Sector Event, and such other information as the Club may reasonably request. The Club shall have thirty (30) days after the commencement of the public sale of tickets for the Franchise Public Sector Event to exercise its Franchise Right of First Refusal. To exercise this Franchise Right of First Refusal, the Club shall provide written notice to the CPD of the Public Sector Event Sponsor indicating the number of Suites and Club Seats which are committed for purchase and such other information as the CPD or the Public Sector Event Sponsor may request, together with the appropriate payment. Any Franchise Right of First Refusal which is exercised shall be irrevocable. Any Franchise Right of First Refusal which is not properly exercised within the timeframe provided above shall be cancelled and deemed null and void.

12.4.3 Administration. The Club shall be responsible for and shall pay all costs and expenses associated with the administering and carrying out the transactions contemplated by the Section 12.4. The Club shall be entitled to charge the Bear Suite Licensees and the Bear Club Seat Licensees a reasonable service charge for the purpose of recovering its costs and expenses incurred in administering and carrying out the transactions contemplated by this Section 12.4.

12.4.4 Unsold Suite. In the event that there are Suites which are not sold at least one week prior to a Bears Game, then the Club shall provide, at no charge

to the CPD, one (1) and only one (1) Suite for the CPD to donate to a charitable organization.

ARTICLE 13.
ALLOCATION OF REVENUES

13.1 Club Revenue.

13.1.1 Bears Games. Except as provided for in Section 13.2.3, the Club shall receive and retain any and all of the revenues derived from Bears Games including, but not limited to, ticket sales, Bear Club Seat License fees, Bear Suite License fees, pouring rights, broadcasting and telecasting revenues, general concession revenues, Club Lounge Area and Suite concession revenue, revenues from the sale of souvenirs, game programs and other miscellaneous game day merchandise, promotion revenue, sponsorships, Signage, advertising revenues, pre-game and post-game events, revenues generated by the Parking Allotment, revenues generated by the Club's use of 100 parking spaces located within the Facility, revenues from events or attractions staged within the Game Day Site, NFL Experience and other revenues derived from the performance of Bears Games in the future, whether similar or dissimilar to the types of revenues presently realized from Bears Games.

13.1.2 Team Areas. The Club shall receive and retain all of the revenues derived from all Team Areas.

13.1.3 Club-Related Events and Sponsor-Related Events. The Club shall receive and retain all of the revenues derived from Club-Related Events except for revenues related to Parking. The Club shall receive and retain all of the revenues derived from Sponsor-Related Events except for Parking and Concessions.

13.1.4 Marketing Rights. The Club shall receive and retain all of the revenues derived from the sale or licensing of Marketing Rights and Future Marketing Rights by the Club or the Subsidiary.

13.1.5 Future Football PSLs. The Club shall receive and retain all revenues derived from Future Football PSLs.

13.2 CPD Revenue.

13.2.1 Public Sector Events. The CPD shall receive and retain all of the revenues derived from Public Sector Events.

13.2.2 Public Sector Event Sponsor PSLs. The CPD shall receive and retain all of the revenues derived from the sale or license of the Public Sector Event Sponsor PSLs.

13.2.3 Parking - Game Days. Except with respect to parking revenue generated by the Club on Game Days with respect to the Parking allotment and the

Club's use of 100 parking spaces located within the Facility, the CPD shall receive and retain all parking revenue on Game Days.

13.2.4 Parking – Non Game Days., The CPD shall receive and retain all parking revenue on non-Game Days including but not limited to parking revenue generated from Club-Related Events, Sponsor-Related Events and Public Sector Events. Parking rates charged for Club-Related Events and Sponsor-Related Events shall be consistent with the standard parking rates available to the general public as in effect from time to time.

13.2.5 Concessions. The CPD shall receive and retain all revenues derived from Concessions during Public Sector Events and Sponsor-Related Events and outside the Game Day Site on Game Days.

13.2.6 NFL Major Event. As between the CPD and the Club, in the event that the Facility is the site of a NFL Major Event, the CPD shall be entitled to all revenue and economic benefits derived therefrom. The CPD shall negotiate the rental charge and other terms with the sponsor of the NFL Major Event.

13.2.7 Other Revenue. The CPD shall receive and retain all other revenue derived from the use or occupancy of the Facility not otherwise received and retained by the Club pursuant to Section 13.1.

13.2.8 Signage Rights. The CPD shall receive and retain all revenues derived from the sale or licensing of Signage Rights for Public Sector Events.

13.2.9 Hook-Up Fees. Notwithstanding Section 13.1.1, the CPD shall, to the extent permitted by NFL rules and broadcasting agreements, be entitled to receive and retain all fees derived from television truck and satellite dish hook-up and related technical services in connection with the Bears Games.

13.2.10 Non-Exhibit - Attraction. The CPD shall receive and retain all revenues on Bears Games from events and attractions staged outside the Game Day Site.

13.3 PSL Revenue. The revenue and proceeds generated from the license, sale or resale of Football PSLs shall be subject to the provisions of Article 11.

ARTICLE 14. **CLUB PAYMENTS TO CPD**

14.1 General.

14.1.1 Facility Fee. From the period commencing January 1, 2004 until December 31, 2007, the Club shall pay to the CPD an annual Facility Fee equal to Four Million Seven Hundred Thousand and No/100ths Dollars (\$4,700,000). Thereafter, the Club shall pay to the CPD an annual Facility Fee as increased herein.

14.1.2 Parking Allotment Fee. From the period commencing January 1, 2004 until December 31, 2007, the Club shall pay to the CPD an annual Parking Allotment Fee equal to One Million and No/100ths Dollars (\$1,000,000). Thereafter, the Club shall pay to the CPD an annual Parking Allotment Fee as increased herein.

14.1.3 Adjustment. The Facility Fee and the Parking Allotment Fee shall be increased on January 1, 2008 by fifty percent (50%) of the cumulative increase, in the CPI, if any, occurring from January 1, 2003 through December 31, 2007. On each fifth (5th) anniversary of January 1, 2008, the amount of the Facility Fee and the Parking Allotment Fee will be increased in a similar manner by fifty percent (50%) of the cumulative increase in the CPI, if any, occurring from the date of the last increase in the Facility Fee and the Parking Allotment Fee, respectively. At the expiration of the Term, the Club shall pay immediately the total increase caused by the CPI adjustment which has not been paid.

14.1.4 Timing. The Total Permit Fee shall be paid in seven (7) equal monthly installments commencing on June 1 of each year commencing June 1, 2004.

14.1.5 Special Games. The Club's payment obligations to the CPD hereunder shall not be reduced or otherwise affected in the event that the Club plays Special Games away from the Facility except that the Total Permit Fee shall be reduced to reflect any decrease in the direct operating expenses which the CPD experiences as a result of a Bears Game not being played at the Facility.

14.1.6 Other Professional Football Team Fee Credit. The Club will receive a fee credit on its payment of Total Permit Fee of thirty-five percent (35%) of the rental received by the CPD from any other professional football team in which the NFL neither has a direct or indirect ownership interest in nor receives a direct or indirect share of the revenue from, that uses the Facility to hold a football game ("Fee Credit"). In calculating the Fee Credit, the rental received by the CPD shall be deemed to include the amounts received by the CPD for usage of the Facility or any portion thereof, together with any expenses or obligations of the CPD that are assumed by such teams in consideration of such usage of the Facility, but shall be reduced by any reasonable charges paid to the CPD by such teams for clean-up services. In calculating the Fee Credit, however, the revenues received by the CPD from concessions, parking, advertising and the like shall not be included. The Fee Credit shall not apply to the NFL Major Events.

14.2 Special Payment Provisions for 2003.

14.2.1 General. The parties acknowledge and agree that, for the 2003 Football Season due to the proposed Adaptive Reuse (1) the Facility may not be available for all ten (10) anticipated Bears Games, and (2) the parking facilities may not be able to satisfy the Club's Parking Allotment.

14.2.2 2003 Facility Per Game Fee. On and after the Substantial Completion of the Stadium and North Garage, the Club shall pay to the CPD the 2003

Facility Per Game Fee for each Bear Game played at the Facility or which could have been played at the Facility in the 2003 Football Season.

14.2.3 2003 Parking Allotment Per Game Fee. On and after the Substantial Completion of the Stadium and North Garage, the Club shall pay to the CPD the 2003 Parking Allotment Per Game Fee for each Bear Game played at the Facility or which could have been played at the Facility in the 2003 Football Season. To the extent that there are not 4,250 parking spaces available in the North Parking Structure, the Mid-South Parking Structure and the South Parking Lot, the CPD and the Club will negotiate substitute parking arrangements for such deficit.

14.2.4 Timing. The Club shall pay the 2003 Facility Per Game Fee and the 2003 Parking Allotment Per Game Fee promptly following each Bears Game which was played or could have been played at the Facility.

14.2.5 Development Agreement Payments. Until Substantial Completion of the Stadium and North Garage, the CPD shall receive the amounts provided for under the Development Agreement in lieu of the 2003 Facility Per Game Fee and 2003 Parking Allotment Per Game Fee.

14.3 Changes in Number of Bears Games in a Football Season. In the event that in any Football Season there shall be more than ten (10) Bears Games played at the Facility for any reason (including but not limited to a post-season Bears Games or an increase in the number of "home games" played by the Club), or in the event that in any Football Season (except for the year 2003) there shall be less than ten (10) Bears Games played at the Facility because of a breach of this Agreement by the CPD which reasonably prevents the playing of a Bears Game, the Total Permit Fee paid the CPD shall be increased or decreased, as the case may be, to reflect the increased or decreased Game Day expenses incurred or not incurred by the CPD. Prior to the commencement of each Football Season, the Club and the CPD shall agree as to the estimated per game amount of direct operating expenses to be incurred by the CPD in connection with Bears Games for that Football Season.

ARTICLE 15. **TAXES**

15.1 CPD Responsibility. The CPD hereby agrees to pay when due, if any, all Property Taxes which are due or payable during the Term and to indemnify, defend and hold the Club and the Subsidiary from and against all such Property Taxes; provided the CPD's indemnification obligations to the Club and the Subsidiary under this Section are limited to those Property Taxes for which the CPD is obligated to pay or is responsible for under applicable Law. The CPD hereby agrees to pay when due, if any, all Parking Allotment Taxes related to the Club's use of the Parking Allotment based on the Club's payment of the Parking Allotment Fee.

15.2 Club Responsibility. The Club hereby agrees to pay when due, if any, all Amusement Taxes, Sales Taxes, Sports Team Taxes, Leasehold Taxes, if applicable, Use Taxes, Miscellaneous Taxes and any other taxes or charges which are

due or payable during the Term and which relate to the exercise of the Club or the Subsidiary of their rights or licenses hereunder and their use or occupancy of the Facility, and to indemnify, defend and hold harmless the CPD from and against all such taxes; provided the Club's indemnification obligations to the CPD under this Section are limited to those taxes for which the Club or the Subsidiary is obligated to pay or is responsible for under applicable Law.

15.3 CPD Cooperation. In the event that any Property Tax or Leasehold Tax shall be assessed against the Club's rights or interests arising under this Agreement, the Club shall have the right to contest such tax if there is a reasonable basis for such contestation and, in such event, the CPD shall, at the Club's expense, cooperate fully with the Club in such defense. In the event that any such tax shall be incurred and in the opinion of counsel to the Club such tax may be avoided or minimized in future periods by making reasonable modifications or amendments to this Agreement that do not materially affect the CPD's "benefit of the bargain" with respect to this Agreement, then the CPD shall, in good faith, negotiate with the Club to effect such modifications or amendments to this Agreement.

15.4 Club Cooperation. In the event that any Property Tax or Leasehold Tax shall be assessed against the CPD's rights or interests in the Facility arising under this Agreement, the CPD shall have the right to contest such tax if there is reasonable basis for such contestation and, in such event, the Club shall, at the CPD's expense, cooperate fully with the CPD in such defense. In the event that any such tax shall be incurred and in the opinion of counsel to the CPD such tax may be avoided or minimized in future periods by making reasonable modifications or amendments to this Agreement that do not materially affect the Club's "benefit of the bargain" with respect to this Agreement, then the Club shall, in good faith, negotiate with the CPD to effect such modifications or amendments to this Agreement.

ARTICLE 16. **MARKETING RIGHTS**

16.1 Signage Rights.

16.1.1 Rights. The Club, or at the direction of the Club the Subsidiary, shall have the following rights:

- (a) The right to display, place and affix Club Signage inside of the Facility (excluding the Colonnades);
- (b) The right to develop a Signage Plan;
- (c) The right to sell Signage Rights for inside of the Facility (excluding the Colonnades);
- (d) The right to oversee, control and implement a Signage Rights Program ("Signage Rights Program"); and

- (e) The right to negotiate and enter into all agreements to which the Club or the Subsidiary will be a party ("Signage Rights Agreements") related to the "Signage Rights Program".

16.1.2 Scope.

- (a) Signage may be temporary (as to Bears Games, Club-Related Events and Sponsor-Related Events) or for longer periods (e.g. one or more Football Seasons);
- (b) No permanent exterior Signage shall be permitted except in connection with Naming Rights; and
- (c) Temporary exterior Signage, such as banners and portable signs, may be displayed during Bears Games, Club-Related Events and Sponsor-Related Events at locations and of a size and type acceptable to the CPD.

16.1.3 Signage Plan. The Signage Plan (and any amendments thereto) shall be developed by the Club but shall be subject to the prior approval and agreement of the CPD which shall not be unreasonably withheld. The Signage Plan shall comply and be consistent with this Agreement and the Chicago Park District Code, as amended from time to time.

16.1.4 Limitation. Any Signage Rights Agreement (i) shall require that the Signage be suitable for a public building, (ii) shall terminate upon the termination of this Agreement, (iii) shall terminate at the CPD's option, upon a Bears Terminating Default, and (iv) shall not contain any term or condition inconsistent or in conflict with this Agreement or the Signage Plan, and (v) shall specifically comply with the Chicago Park District Code, as amended from time to time. Neither the Club nor the Subsidiary shall enter into any Signage Rights Agreement which does not specifically satisfy such requirements and any such agreement which does not satisfy such requirements shall be null and void. Neither the Club nor the Subsidiary shall be entitled to any Signage Rights with respect to the Colonnades, the North Parking Structure, the Mid-South Parking Structure, the South Parking Lot or the Parklands. All Signage to be displayed, placed or affixed by the Club or the Subsidiary (or under their direction or authorization) (x) shall be suitable for a public building, (y) shall comply and be consistent with this Agreement and the Signage Plan and (z) shall comply with the Chicago Park District Code, as amended from time to time.

16.1.5 Risk Allocation. The CPD bears no risks as to the success of the Signage Rights Program.

16.1.6 Reservation of Signage Rights. Except with respect to the Naming Rights Sponsor's Prohibition Rights, the CPD reserves all Signage Rights with respect to the Parklands, North Parking Structure, Mid-South Parking Structure and the South Parking Lot.

16.1.7 Exclusive Signage Product Categories. By June 1, 2003, the Club shall provide the CPD with the Club's proposed Exclusive Signage Product Categories. The CPD and the Club shall negotiate in good faith to agree upon the final six (6) Exclusive Signage Product Categories and the scope thereof. Such agreement shall not be unreasonably withheld. In determining the Exclusive Signage Product Categories and the scope thereof, the Club and the CPD shall consider the examples set forth on Exhibit D. From time to time, any party may propose a change, modification or amendment to the six (6) Exclusive Signage Product Categories. The parties shall discuss such proposal and negotiate in good faith with respect thereto.

16.2 Naming Rights.

16.2.1 Rights. The Club, or at the direction of the Club, the Subsidiary shall have the following rights:

- (a) The right to sell Naming Rights to the Facility;
- (b) The right to oversee, control and implement a Naming Rights Program ("Naming Rights Program"); and
- (c) The right to negotiate and enter into all agreements to which the Club or the Subsidiary will be a party ("Naming Rights Agreements") related to the Naming Rights and the Naming Rights Program.

16.2.2 Consultation. The Club will consult the CPD and the CPD will cooperate with the Club with respect to the Club's retention of a marketing consultant in the development and implementation of a Naming Rights Program.

16.2.3 Approval Rights. The Naming Rights Sponsor and all Naming Rights Agreements shall be subject to the prior written approval of the CPD, which will not be unreasonably withheld. The Club and the Subsidiary agree not to enter into a Naming Rights Agreement without the prior written approval of the CPD. Any Signage on the exterior of the Facility relating to Naming Rights shall be specifically subject to the prior approval of the CPD and shall comply and be consistent with the Signage Plan, the Chicago Park District Code, as amended from time to time, and applicable Law.

16.2.4 Limitation. Any Naming Right's Agreement (i) shall require that the commercial name for the Facility retain "Soldier Field" as part thereof and that the term "Soldier Field" be no less prominent than any other part of the commercial name, (ii) shall require that the commercial name be suitable in the CPD's reasonable judgment for the Museum Campus and for a public building, (iii) shall terminate upon the termination of this Agreement, (iv) shall terminate at the CPD's option, upon a Bear's Terminating Default, (v) shall not contain any term or condition inconsistent or in conflict with this Agreement or the Signage Plan, (vi) shall specifically comply with the Chicago Park District Code, as amended from time to time, and (vii) shall not contain any term or condition inconsistent with or in conflict with the CPD's Constitutional

Obligations. Neither the Club nor the Subsidiary shall enter into any Naming Rights Agreement which does not specifically satisfy such requirements and any such agreement which does not satisfy such requirements shall be null and void. Except with respect to the Naming Rights Sponsor's Prohibition Rights, neither the Club nor the Subsidiary shall be entitled to any Naming Rights with respect to the Colonnades, North Parking Structure, the Mid-South Parking Structure, the South Parking Lot, or the Parkland.

16.2.5 References. With respect to the Naming Rights Agreement, the Club and the CPD agree to refer to the Facility by the selected name, including "Soldier Field," in all directional Signage and advertising referring to the Facility, descriptions of the Facility, public announcements and broadcasts, and to require the same from other parties who contract with the Club or the CPD.

16.2.6 Risk Allocation. The CPD bears no risks as to the success of the Naming Rights Program.

16.2.7 Reservation of Rights and Restrictions. Except with respect to the Naming Rights Sponsor's Prohibition Rights, the CPD reserves all "naming rights" with respect to the Parklands, North Parking Structure, Mid-South Parking Structure and the South Parking Lot.

16.2.8 Veteran's Allocations. At the direction of the CPD, the Club shall donate annually (or shall cause the Naming Rights Sponsor to donate annually) an amount equal to three percent (3%) of the gross amount of proceeds the Club or the Subsidiary receives related to the sale of Naming Rights, not to exceed \$200,000 in any one year, to a group, charity or organization which promotes the interest of veterans and which is selected by the CPD. In the event that the Club does not receive proceeds from the sale of Naming Rights on an annual basis then equitable prorations shall be made over the term of the Naming Rights Agreement in determining the annual donation amount.

16.2.9 Naming Rights Direct Competitors. In consultation with the Naming Rights Sponsor, the CPD and the Club shall negotiate in good faith to agree upon the Naming Rights Sponsor's Business and the list of Direct Competitors. Such agreement shall not be unreasonably withheld. The Club acknowledges the CPD's interest and the public's interest in maximizing the use of the Facility and North Parking Structure for Public Sector Events and other public events.

16.2.10 Constitution. The Club and the Subsidiary acknowledge and agree that the CPD is a Governmental Authority subject to the Constitution of the United States and the Constitution of the State of Illinois and consequently all Naming Rights Sponsor's Prohibition Rights granted by the CPD hereunder shall be subject to and limited by the CPD's Constitutional Obligations.

16.3 Entitlement Rights.

16.3.1 Rights. In addition to Naming Rights or in lieu thereof, the Club, or at the Club's direction the Subsidiary, shall have the following rights:

- (a) The right to sell Entitlement Rights for inside the Facility (excluding Colonnades);
- (b) The right to oversee, control and implement a Entitlement Rights Program ("Entitlement Rights Program"); and
- (c) The right to negotiate and enter into all agreements to which the Club or the Subsidiary will be a party ("Entitlement Rights Agreements") related to the Entitlement Rights.

16.3.2 Consultation. The Club will consult the CPD and the CPD will cooperate with the Club on the Club's retention of a marketing consultant or consultants, if any, on the developments and implementation of an Entitlement Rights Program.

16.3.3 Approval Rights. All Entitlement Rights Agreements shall be subject to the approval of the CPD pursuant to Chapter VII of the code of the Chicago Park District which approval shall not be unreasonably withheld. The Club and the Subsidiary agree not to enter into an Entitlement Rights Agreement without the prior written approval of the CPD.

16.3.4 Limitation. Any Entitlement Rights Agreement (i) shall require that any Entitlement Rights granted thereunder be suitable in the CPD's reasonable judgment for the Museum Campus and for a public building, (ii) shall terminate upon the termination of this Agreement, (iii) shall terminate at the CPD's option upon a Bears Terminating Default, (iv) shall not contain any term or condition inconsistent or in conflict with this Agreement or the Signage Plan and (v) shall specifically comply with the Chicago Park District Code, as amended from time to time. Neither the Club nor the Subsidiary shall enter into any Entitlement Rights Agreement, which does not satisfy such requirements and any such agreement, which does not satisfy such requirements, shall be null and void. Neither the Club nor the Subsidiary shall be entitled to any Entitlement Rights with respect to the Colonnades, the North Parking Structure, the Mid-South Parking Structure, the South Parking Lot or the Parklands.

16.3.5 Risk Allocation. The CPD bears no risk as to the success of the Entitlement Rights Program.

16.3.6 Reservation of Rights. Except with respect to the Naming Rights Sponsor's Prohibition Rights, the CPD reserves all Entitlement Rights with respect to the Parklands, North Parking Structure, Mid-South Parking Structure and the South Parking Lot.

16.4 Future Marketing Rights.

16.4.1 Rights. In addition to the Marketing Rights and not in lieu thereof, the Club, or at the direction of the Club, the Subsidiary shall have the following rights:

- (a) The right to sell Future Marketing Rights for inside the Facility (excluding the Colonnades);
- (b) The right to oversee, control and implement a Future Marketing Rights Program ("Future Marketing Rights Program"); and
- (c) The right to negotiate and enter into all agreements to which the Club or the Subsidiary will be a party ("Future Marketing Rights Agreements") related to the Future Marketing Rights.

16.4.2 Approval Rights. All Future Marketing Rights Agreements shall be subject to the approval of the CPD pursuant to Chapter VII of the code of the Chicago Park District which approval shall not be unreasonably withheld. The Club and the Subsidiary agree not to enter into a Future Marketing Rights Agreement without the prior written approval of the CPD.

16.4.3 Limitation. Any Future Marketing Rights Agreement (i) shall require that any Future Marketing Rights granted thereunder be suitable in the CPD's reasonable judgment for the Museum Campus and for a public building, (ii) shall terminate upon the termination of this Agreement, (iii) shall terminate at the CPD's option upon a Bears Terminating Default, (iv) shall not contain any term or condition inconsistent or in conflict with this Agreement or the Signage Plan, and (v) shall specifically comply with the Chicago Park District Code, as amended from time to time. Neither the Club nor the Subsidiary shall enter into any Future Marketing Rights Agreement, which does not satisfy such requirements and any such agreement, which does not satisfy such requirements, shall be null and void. Neither the Club nor the Subsidiary shall be entitled to any Future Marketing Rights with respect to the Colonnades, the North Parking Structure, the Mid-South Parking Structure or the South Parking Lot.

16.4.4 Risk Allocation. The CPD bears no risk as to the success of the Future Marketing Rights Program.

16.4.5 Reservation of Rights. Except with respect to the Naming Rights Sponsor's Prohibition Rights, the CPD reserves all Future Marketing Rights with respect to the Parklands, North Parking Structure, Mid-South Parking Structure and the South Parking Lot.

16.4.6 No Conflict. Notwithstanding any other provision contained herein, the Club shall not be entitled to Future Marketing Rights to the extent that such Future Marketing Rights are in conflict with the CPD's rights and interests hereunder.

16.5 Product Rights.

16.5.1 Rights. The Club or at the Club's direction the Subsidiary shall have the following rights:

- (a) The right to sell Product Rights;
- (b) The right to oversee, control and implement a Product Rights Program ("Product Rights Program"); and
- (c) The right to negotiate and enter into all agreements ("Product Rights Agreements") related to the Product Rights.

16.5.2 Scope.

- (a) Product Rights shall not apply to locker rooms, private parties, press box and the Field; and
- (b) Product Rights shall not apply to Public Sector Events except with respect to products sold by the Concessionaires.

16.5.3 Approval Rights. All Product Rights Agreements shall be subject to the approval of the CPD which approval shall not be unreasonably withheld. The Club and the Subsidiary agree not to enter into an Product Rights Agreement without the prior written approval of the CPD.

16.5.4 Limitation. Any Product Rights Agreement (i) shall require that any Product Rights granted thereunder be suitable in the CPD's reasonable judgment for the Museum Campus and for a public building, (ii) shall terminate upon the termination of this Agreement, (iii) shall terminate at the CPD's option upon a Bears Terminating Default, (iv) shall not contain any term or condition inconsistent or in conflict with this Agreement, (v) shall specifically comply with the Chicago Park District Code, as amended from time to time, and (vi) shall not contain any provision (without the prior consent of the CPD) that impairs the CPD's commission structure with its Concessionaires or that obligates the Concessionaire to purchase a concession product at a price greater than a Concessionaire would otherwise purchase such product as a result of the party receiving the Product Rights also receiving other Marketing Rights. Neither the Club nor the Subsidiary shall enter into any Product Rights Agreement, which does not satisfy such requirements and any such agreement, which does not satisfy such requirements, shall be null and void. Neither the Club nor the Subsidiary shall be entitled to any Product Rights with respect to the North Parking Structure, the Mid-South Parking Structure, the South Parking Lot or the Parkland.

16.5.5 Risk Allocation. The CPD bears no risk as to the success of the Product Rights Program.

16.5.6 Reservation of Rights. Except with respect to the Naming Rights Sponsor's Prohibition Rights, the CPD reserves all Product Rights with respect to the Parklands, North Parking Structure, Mid-South Parking Structure and the South Parking Lot.

16.6 General Restrictions.

16.6.1 Club. The implementation and exercise of Signage Rights, Naming Rights, Entitlement Rights, Product Rights and Future Marketing Rights by the Club, the Subsidiary or other parties (including but not limited to those parties to any Signage Rights Agreement, Naming Rights Agreement, Entitlement Rights Agreement, Product Rights Agreement or Future Marketing Rights Agreement) shall be subject to any applicable Law, and shall be in accordance with guidelines, standards and other criteria developed by the Club with the concurrence of the CPD and any material exceptions thereto shall be subject to the approval of the CPD, not to be unreasonably withheld.

16.7 General Reservation of CPD Rights – Inside the Facility.

16.7.1 Subject to the limitations set forth in Section 16.7.2, the CPD specifically reserves the following rights with respect to inside the Facility:

- (a) The right to sell or to authorize others to sell sponsorships for Public-Sector Events but only in relation thereto;
- (b) The right to sell, display, place or affix, or authorize others to sell, display, place or affix temporary Signage and advertising inside and outside the Facility in connection with a Public-Sector Event;
- (c) The right to cover up, displace, electronically superimpose over or authorize others to cover up, displace or electronically superimpose over Club Signage during a Public-Sector Event; and
- (d) The right to use portions of the concourses and other interior areas of the Facility for non-commercial uses such as informational displays or exhibits, displays relating to activities of the CPD, the City and other Chicago area governmental organizations, and other uses that do not interfere with the Club's use of the Facility for Bears Games, subject to the prior approval of the Club, not to be unreasonably withheld.

16.7.2 Limitation. Notwithstanding 16.7.1 unless consented to by the Club, which consent shall not be unreasonably withheld, the CPD shall not, nor shall the CPD, authorize any Public-Sector Event Sponsor to take any of the following actions.

- (a) Sell, display, place or affix any Signage, advertising or sponsorships in the Facility or the North Parking Structure which violates the Naming Rights Sponsor's Prohibition Rights.
- (b) Sell, display, place or affix any Signage, advertising or sponsorship in the Facility which promotes, markets or advertises a product or service which falls within the Exclusive Signage Product Categories; provided however this limitation shall not apply at or to (i) National Public Sector Events, or National Public Sector Event Sponsors, (ii) Local Media, and (iii) Ethnic Marketers.

- (c) Remove, cover up, displace, electronically superimpose over Signage in the Facility which is not Club Signage.

16.8 Major Events.

16.8.1 Negotiation. In the event that the CPD seeks to attract a Major Event to the Facility, the Club and if applicable, the Subsidiary, agree to take reasonable actions and to negotiate with the CPD in good faith with respect to waiving or modifying the Club's Marketing Rights and Future Marketing Rights to accommodate such Major Event given the positive impact on the City, if such a Major Event can be booked.

16.8.2 Waiver. In the event that the CPD seeks to attract a Major Event, the Club and the Subsidiary specifically agree in advance to waive the CPD obligations set forth in Section 16.6.3(c) and (d), and to allow the CPD to remove and cover up Signage at such Major Event and to permit the telecast or other transmissions of the Major Event in which Signage is displaced or superimposed by electronically generated Signage.

16.9 **Signage Costs**. The Club shall be responsible for all costs and expenses in connection with Club Signage and Signage related to Naming Rights including but not limited to the directional Signage contemplated by Section 16.2.5 located within the Project Site and the Museum Campus. The CPD shall not be obligated to incur any cost or expense related to the directional Signage contemplated by Section 16.2.5.

ARTICLE 17. PROMOTION AND BROADCASTING RIGHTS

17.1 **Promotion**. The Club, at its sole costs and expense, shall have sole, exclusive and complete control over all advertising, promotion and publicity aspects of or related to the Bears Games.

17.2 **Broadcast and Recording Rights**. All Media Rights are hereby reserved to, and shall be the property of, the Club. "Media Rights" shall mean: (i) with respect to radio, television, cable, Internet, world wide web (including video streaming), and any and all other communications media or methods, whether presently existing or hereafter developed, the exclusive right to broadcast, transmit, retransmit or disseminate all or any part of all Bears Games and all activities related thereto; (ii) the non-exclusive, royalty-free license to use the name, likeness and historical material of Soldier Field solely in connection with the rights enumerated in clause (i); (iii) the exclusive right of electronic insertion and deletion with respect to the broadcast, transmission, retransmission or other dissemination of Bears Games and activities related thereto; (iv) the exclusive right to photograph, film, televised tape, radio broadcast and record in analog, digital or other forms of recording, whether presently existing or hereafter developed, the Bears Games and related activities; and (v) the right to license to others all rights described in clauses (i) through (iv).

17.3 **Copyrights**. The CPD claims no copyright or similar ownership interest pursuant to this Agreement in photographing, filming, television taping, radio

broadcasting or recording in analog, digital or other forms of recording, whether presently existing or hereinafter developed, of Bears Games and related activities.

17.4 Filming and Taping. The CPD shall neither film, tape, broadcast, or otherwise record the Bears Games nor shall it authorize any third party to do so, without the express prior written approval of the Club, except to the extent that any television broadcast may be used in the Soldier Field for "in-house feed" at no charge and that any Bears Game is videotaped for internal documentation purposes of CPD.

17.5 Broadcaster Access. The CPD shall provide Designated Broadcasters with reasonable access to the Facility.

17.6 Installations Subject to the prior approval of the CPD, Designated Broadcasters may, on or in the Facility, without additional charge, install, operate, maintain and remove such broadcast and associated production equipment as they may require (including cameras, cables, platforms, announcer booths, sound equipment, graphic units, microphones, and lighting) and shall have the right to utilize their own employees or employees of their contractors for such activities without being required to utilize or pay any employees, agents or contractors of CPD in connection with such work; provided that CPD shall be reimbursed by the Designated Broadcasters (and if not by the Designated Broadcasters, then by the Club) for all reasonable costs and expenses associated with work which is requested to be performed. The Club agrees to require the Designated Broadcasters to remove all their broadcast and associated equipment from the Soldier Field promptly following the completion of the Bears Game and to fix any damage they may have caused.

17.7 Accreditation of Media. The Club shall have sole, exclusive and complete control over all aspects of Club Use Rights relating to the accreditation of qualified members of the media and the Designated Broadcasters.

17.8 Copyright and Trademark Law. The Club will comply with all applicable copyright and trademark law in the exercise of its Media Rights or otherwise.

17.9 Name and Likeness. The Club shall have the non-exclusive commercial right to use the name, likeness and historical material of Soldier Field and the Facility for normal and customary uses which are incidental to the Club's football activities. The Club's rights set forth in this Section are in addition to the Club's Media Rights.

17.10 Drawings, Specifications and Construction Documents. CPD hereby grants and conveys to the Club a non-assignable, non-exclusive license to use and reproduce the Drawings, Specifications, Construction Documents, renderings, reports (and the electronic methods of reproducing such documents, including, but not limited to, computer tapes or disks), other documents prepared by or for Developer and by or for the Architect and its sub-consultants and the "Architectural Works " (as defined in the Federal Architectural Works copyright Protection Act) of the Project for purposes incidental to the Club's business including without limitation promotions and marketing. CPD further acknowledges and agrees that the Construction Manager and Architect shall, have the non-assignable, non-exclusive right to reuse such materials in accordance with the GMAX Agreement and Design Agreement specifically.

17.11 Consent by Club. Subject to the prior written consent of the Club which will not be unreasonably withheld, the CPD shall have the non-exclusive right to take photographs of a Bears Game and use such photographs or derivative products therefrom for marketing purposes or for maintaining a historical record of Soldier Field and the Facility. Such photographs may not be used contrary to this Section or contrary to any restrictions or prohibitions imposed by the NFL or the National League Players Association, or contrary to the protectible rights of other parties. The CPD shall not use such photographs to market other professional sporting events at the Facility without the prior written consent of the Club which will not be unreasonably withheld.

17.12 Trademark. The CPD will not use, display or reproduce, in any manner or media, any registered or unregistered trademarks owned by or licensed to the Club, the NFL, NFL Properties, Inc. or any member Club of the NFL, including without limitation the Chicago Bears and Bears marks, the stylized "C" mark, any Club logos that incorporate images of a bear, and any Club helmet or uniform designs, without prior written permission from the Club, or as provided for herein, or as permitted by Law. Notwithstanding the foregoing, the CPD may use the terms "Chicago Bears" and "Bears" in non-stylized formats for informational and communications purposes, provided that such use does not indicate or suggest any affiliation between the CPD and the Club or any sponsorship or approval by the Club of the CPD or its activities. The CPD will not reproduce or display any photographic or other images of the Club's players or coaches, whether individual or group, without prior written permission from the Club and such person, or as provided for herein, or as permitted by Law.

ARTICLE 18.

BOX OFFICE, TICKETS, AND ATTENDANCE

18.1 General. The Club shall at all times, maintain control and direction of the box office, box office personnel and revenue from ticket sales with respect to Bears Games.

18.2 Reserved Seating. All tickets and admission to Bears Games shall be on a reserved seating basis except for those Club Invitees which are entitled to watch the Bears Game from the Field in accordance with NFL rules and regulations.

18.3 Disabled Patrons. The Club shall designate and reserve a reasonable number of seats for Disabled Patrons. In no event shall the number of reserved seats for the Disabled Patrons be less than is required by applicable law, statute, rule, regulation or Law. The Club or its designated ticket agent shall make tickets available to Disabled Patrons at the same time that tickets first go on sale to the general public.

18.4 Ticket Prices and Manner of Sale. The Club shall determine in its sole discretion the prices for tickets for Bears Games, the manner in which such tickets are to be sold, and the terms and conditions of such ticket; provided the manner in which such tickets are to be sold, and the terms and conditions of such ticket shall be consistent with and not violation of the terms and conditions of this Agreement.

18.5 Records. The Club will maintain appropriate records to demonstrate attendance, ticket prices and other related information. Upon the written request of the

CPD, the Club shall provide the CPD with general information regarding attendance, ticket prices and related information.

18.6 Box Office and Printing Charges. The Club shall be responsible for the cost, expense and commissions directly or indirectly relating to the sale of tickets for Bears Games.

18.7 Maximum Number. The maximum number of tickets to be issued for a Bears Games shall not exceed the maximum number of tickets allowed to be issued by Law for a Bears Game at the Facility.

18.8 Attendance. The maximum attendance at a Bears Game including but not limited to Invitees, Club personnel, opposing team personnel, media, Designated Broadcasters shall not exceed the maximum attendance allowed by Law for a Bears Game at the Facility.

ARTICLE 19. ROUTINE MAINTENANCE

19.1 Scope of Routine Maintenance.

19.1.1 Definition. "Routine Maintenance" shall mean the cleaning, maintenance and ordinary repairs relating to the Facility, the North Parking Structure, the Mid-South Parking Structure, the South Parking Lot and the Parklands.

19.1.2 Examples of Routine Maintenance. The following in a non-exclusive list of examples of Routine Maintenance:

- (a) Regular performance of all preventive or routine maintenance which is stipulated in operating manuals as regular, periodic maintenance procedures;
- (b) Maintenance and ordinary repairs of all plumbing, electrical systems, gas lines, elevators, HVAC and telecommunications;
- (c) Maintenance and ordinary repairs of any roofs;
- (d) Field Maintenance;
- (e) Changing of isolated light bulbs, fuses and circuit breakers as they burn out;
- (f) Touch-up painting;
- (g) Washing the interior and exterior glass of the Facility; and
- (h) Those items set forth on Exhibit B.

19.2 Allocation of Routine Maintenance Responsibilities.

19.2.1 CPD Responsibilities. In general, the CPD shall be obligated to perform and pay the cost of all Routine Maintenance.

19.2.2 Club Responsibilities. Notwithstanding the foregoing, the Club shall be obligated to perform and pay the cost of all Routine Maintenance (a) required or needed as a result of Club Misuse, (b) required or needed for any Club Capital Improvement, or (c) required or needed for the Team Areas, except for Basic Repair and Maintenance for the Bears Administrative Offices, Bears Locker Room and the Bears Storage Area. The Club shall also be responsible for the performance or payment for the washing of the interior and exterior glass (which faces the Field) of the Suites, and for fifty percent (50%) of all Routine Maintenance associated with the Video Boards and LCDs.

19.3 **Cooperation.** Prior to the beginning of each Football Season, and once a month during each Football Season (or more often at the request of any party), representatives of CPD and the Club shall meet to discuss Routine Maintenance requirements and prioritize items in need of Routine Maintenance.

19.4 Failure To Satisfy Routine Maintenance Responsibilities.

19.4.1 Expedited Arbitration. In the event that the Club believes in good faith that the CPD has failed, or in the event the CPD believes in good faith that the Club has failed to fulfill its Routine Maintenance responsibilities after written notice from the Club or the CPD, as the case may be, and a reasonable opportunity to cure, then the Club and the CPD, as the case may be, shall have the right to refer any such Routine Maintenance dispute to the Expeditious Arbitrator for Expedited Arbitration.

19.5 **Video Boards.** The CPD and the Club shall cooperate with each other in good faith to determine the appropriate staffing and maintenance needs in connection with the Routine Maintenance of the Video Boards. All hiring of personnel or maintenance providers in connection with the Routine Maintenance of the Video Boards shall be by mutual agreement of the CPD and the Club.

19.6 **Consultation.** The CPD shall consult with the Club in connection with the hiring of Routine Maintenance providers who provide Routine Maintenance in Team Areas.

**ARTICLE 20.
CAPITAL IMPROVEMENTS**

20.1 Scope of Capital Improvements.

20.1.1 Definitions. "Capital Improvements" shall mean all work, improvements, modifications, changes, enhancements, additions, replacements, restorations, upgrades, and non-ordinary repairs to be made to the Project or any part or component thereof, which are necessitated by or resulting from deterioration, damage, destruction, casualty, failure and/or obsolescence, ordinary wear and tear, faults or defects in construction or design, or the use of inadequate or inappropriate materials or supplies, or which are reasonably requested by the Club, or which are necessary or desirable in the judgment of the CPD, or which are required by Law.

20.1.2 Examples of Capital Improvements.

The following is a non-exclusive list of examples of Capital Improvements:

- (a) Repairs, replacements, restorations, improvements, changes or modifications to the Project which are necessary to ensure the structural soundness of the Project or are necessary to ensure the public safety or health as determined by the CPD or as recommended in any Engineering Report, or which are required by applicable Law (collectively, the "Health and Safety Capital Improvements");
- (b) Repairs, replacements, restorations, improvements, changes and modifications to the Colonnades to maintain their structure soundness or condition as determined by the CPD or as recommended in any Engineering Report (collectively, the "Colonnade Capital Improvements");
- (c) Repairs, replacements, restorations, improvements, changes, or modifications to the Project which are necessary to permit the Project to be used for its intended purposes ("Ordinary Capital Improvements");
- (d) Replacements, restorations and non-ordinary repairs necessitated by wear and tear;
- (e) Replacement of all or significant portions of scoreboard bulbs necessitated by wear and tear, damage from the elements or other cause;
- (f) Repair or replacement of an HVAC compressor;
- (g) Replacement of carpeting which wears out as a result of ordinary wear and tear;
- (h) Repair or replacement of cracked or disintegrated concrete, broken pipes or leaking or damaged roof or section thereof;
- (i) Replacement of a seat which wears out or replacement of a seat standard or the concrete into which the seat is affixed;
- (j) Re-application of protective materials, such as paint or weather-proofing, after original application wears out;
- (k) Changes or improvements required by any insurance carrier to enable the CPD or Club to obtain insurance coverage at commercially reasonable rates provided that in lieu of effectuating such change or improvement, CPD may agree to pay the increased insurance premiums; and
- (l) Modification of, or addition to the Facility to provide new or upgraded features as they become available if such features are incorporated in not less than twenty-five percent (25%) of all other NFL Facilities.

20.2 Allocation of Capital Improvements Responsibilities.

20.2.1 CPD Responsibilities. In general, the CPD shall be obligated to perform and pay the cost of Capital Improvements; provided however, only to the extent of the Capital Improvement Fund. The CPD shall use commercially reasonable efforts to ensure that all the Capital Improvements for which it is responsible are performed in a good and workmanlike manner, and are consistent with the design, materials and quality of the original Adaptive Reuse.

20.2.2 Club Responsibilities. Notwithstanding the foregoing, the Club, at its own cost and expense, shall be obligated to perform and pay the cost of Capital Improvements which are (a) required or needed as a result of Club Misuse or (b) related to Club Capital Improvements. The Capital Improvement Fund shall not be used to pay for any of the Capital Improvements made by the Club pursuant to this Section 20.2.2. The Club shall use commercially reasonable efforts to ensure that all the Capital Improvements for which it is responsible are performed in a good and workmanlike manner, and are consistent with the design, materials and quality of the original Adaptive Reuse.

20.3 Capital Improvement Fund.

20.3.1 Establishment. Pursuant to the Operation Assistance Agreement, the Authority shall establish for the benefit of the CPD a segregated Capital Improvement Fund ("Capital Improvement Fund") to be used for the funding of Capital Improvements to the Project.

20.3.2 Source of Funding. The Capital Improvement Fund shall be funded solely from the following sources ("Capital Improvement Fund Sources"):

- (a) The Authority Capital Improvements Subsidy;
- (b) Interest earned from time to time on amounts in the Capital Improvement Fund; and
- (c) All amounts to be deposited into the Capital Improvement Fund as contemplated by the Development Assistance Agreement.

20.4 Limitation on CPD Financial Obligations. Except for funds in the Capital Improvement Fund, the CPD is not obligated to spend, allocate, commit, deposit or segregate any other funds or amounts for or in connection with Capital Improvements. In no event is the CPD required or obligated to spend, allocate, commit, deposit or segregate any of its general revenue or its assets for or in connection with the Capital Improvements. Notwithstanding any other provision contained herein, the CPD is not obligated to perform or pay for any Capital Improvements except to the extent that the CPD receives funds from the Capital Improvement Fund. The CPD agrees to diligently enforce the obligations of the Authority (i) to fund the Authority Capital Improvements Subsidy and (ii) to pay such funds to the CPD in accordance with the Operation Assistance Agreement, and in the event that the Club believes in good faith that the CPD is failing to do so, then the Club may submit the matter to Arbitration; provided however, the Club's only remedy against the CPD in Arbitration or otherwise with respect thereto shall be equitable remedies including but not limited to the specific

performance of the CPD's enforcement obligations. In no event shall the Club have the right or remedy to receive or recover monetary damages from the CPD as a result of or relating to the CPD's failure to diligently enforce the obligations of the Authority to fund the Capital Improvements Subsidy or to pay such funds to the CPD in accordance with the Operation Assistance Agreement.

20.5 Capital Improvement Program and Prioritizing Capital Improvements.

20.5.1 Priority. Subject to Section 20.4, the CPD shall have the right and obligation to make Capital Improvements to the Project in the following order of priority: First priority shall be the Health and Safety Capital Improvement, the second priority shall be Colonnade Capital Improvements, the third priority shall be Ordinary Capital Improvements, and the fourth priority shall be Other Capital Improvements.

20.5.2 Capital Improvements Program. As soon as practical after Substantial Completion of the Stadium and North Garage and prior to the beginning of each Football Season, and once a month during each Football Season (or more or less often as the parties may agree), representatives of the CPD and the Club shall meet to discuss, and shall cooperate with each other in good faith to jointly approve, create, develop and modify the Capital Improvement Program and all modifications thereto. In approving, creating, developing and modifying the Capital Improvements Program, each party shall consider the reasonable Capital Improvement requests of the other party. The approval of the Capital Improvements Program and any modifications thereto shall not be unreasonably withheld. Consistent with (i) the anticipated future Capital Improvement needs of the Project (including, but not limited to the 10 Year Upgrades), (ii) the availability of funds in the Capital Improvements Fund and (iii) the priorities of Capital Improvements set forth in Section 20.5.1, the Capital Improvements Program and the modifications thereto, shall include, without limitation, the Capital Improvements to the Project and the components thereof (x) which are necessitated by or resulting from deterioration, damage, destruction, casualty, failure and/or obsolescence, ordinary wear and tear, faults or defects in construction or design or the use of inadequate or inappropriate materials or supplies, (y) which are reasonably requested by the CPD or the Club and (z) which are required by Law. Notwithstanding the foregoing, the Capital Improvements Program and the implementation of the various components thereof shall be subject to the terms of Section 20.12. The Club shall be entitled to financial information with respect to the Capital Improvement Fund such as balance, withdrawals and deposits of funds.

20.5.3 Guidelines. In creating, developing and modifying the Capital Improvement Program, the CPD and the Club shall consider the following guidelines:

1. The parties anticipate that approximately 72% of the Capital Improvement Fund shall be allocated to Capital Improvements to be made to the Facility.
2. The parties anticipate that approximately 16% of the Capital Improvement Fund shall be allocated to Capital Improvements to

be made to the North Parking Structure, the Mid-South Parking Structure and the South Parking Lot.

3. The parties anticipate that approximately 12% of the Capital Improvement Fund shall be allocated to Capital Improvements to be made to the remainder of the Project including the Parklands.
4. It is the intention of the parties that commencing in the 2011 Football Season and each ten (10) year anniversary thereof, the CPD will make Capital Improvements to the Facility as reasonably required to make the Facility among the top twenty-five percent (25%) of all NFL facilities ("10 Year Upgrades").
5. It is the intention of the parties that not all of the funds available for Capital Improvements in a given year will be spent in that year as funds will need to be accumulated for large Capital Improvement projects such as the 10 Year Upgrades.

The parties acknowledge and agree that the foregoing are only guidelines and that the Capital Improvement Program and the allocation of Capital Improvement Funds may differ from these guidelines. The parties also acknowledge that the Capital Improvement Program will be subject to the current and future availability of funds in the Capital Improvement Fund.

20.6 Limitations on Capital Improvements. Except for reasonable changes to accommodate soccer, the CPD agrees not to construct or permit to be constructed any additional facilities at the Facility or to make any changes or alterations to the Facility that would interfere in a material respect with the use of the Facility by the Club, without the Club's prior consent, which shall not be unreasonably withheld. Without limiting the foregoing, each and any of the following are deemed to interfere in a material respect with the Club's use of the Facility: (a) reduction in number of Facility seats, Club Seats or Suites; (b) a material reduction in square footage devoted to the Club Lounge Area, concession areas or restrooms; (c) change in the lines-of-sight within the Facility; and (d) a material reduction in square footage of or a material alteration of the dimensions of, or a material impediment in access to, the Facility, the concourses, or lounges or parking structures or lots. All future improvements or construction undertaken by the CPD shall be scheduled, staged and undertaken in a manner to create the least amount of interference with the Club's use of the Facility and the Club shall be consulted in advance regarding the same.

20.7 Untenantable During Capital Improvements.

20.7.1 If the Club is unable to play a Bears Game at the Facility as a result of the construction or making of any Capital Improvement, then (i) the Club shall make, at no cost or liability to the CPD, arrangements for an alternative site for such Bears Game, and (ii) the Club shall be relieved from its payment obligations hereunder with respect to such Bears Game unless either (y) the Club consented to the timing of the construction of such Capital Improvement, or (z) or the Club caused delays in the completion of such Capital Improvement and such delays resulted in the Club being unable to play the Bears Game at the Facility.

20.7.2 If a substantial portion of the Facility is untenable as a result of the construction or making of a Capital Improvement but the Club is still able to play a Bears Game at the Facility, then (i) the Club shall play the Bears Game at the Facility, and (ii) the Club shall be equitably relieved of a portion of its payment obligation with respect to such Bears Game to the extent of such untenability unless (y) the Club consented to the timing of the construction of the Capital Improvement, or (z) the Club caused delays in the completion of such Capital Improvements and such delays resulted in a substantial portion of the Facility being untenable for a Bears Game.

20.7.3 The CPD shall time the construction and the making of Capital Improvements so as to minimize any disruption or interference with the Club's use of the Facility for Bears Games.

20.8 Future Team Areas. The Club may propose in the future, at its cost and expense, to add to and operate at the Facility a Bears Hall of Fame, Bears Retail Shop, Bears Sports Bar/Restaurant and other retail/commercial features, all of which, if added, shall be "Team Areas"; provided that any such Bears Sports Bar/Restaurant or other retail/commercial features shall be subject to approval of the CPD which may be withheld if the CPD determines, after consultation with the Club, that such Bears Sports Bar/Restaurant or other retail/commercial features will adversely affect the operation of the Club Lounge or other aspects of the Facility, and provided further, that any such other commercial/retail feature shall be subject to the approval of the CPD which may be withheld if the CPD determines, after consultation with the Club, that the proposed feature is inappropriate for a public facility or would conflict or interfere with other uses of the Facility.

20.9 Club Capital Improvements.

20.9.1 Club Right. Subject to Section 20.9, the Club at its own expense may make Club Capital Improvements upon the satisfaction and completion of the following conditions:

- (a) The Club has presented plans and specifications for the Club Capital Improvements and such other information related thereto as the CPD may reasonably request;
- (b) The CPD has consented in writing to such plans and specifications for the proposed Club Capital Improvements, which consent will not be unreasonably withheld;
- (c) The Club has provided to CPD with reasonable assurances and protections that the Club Capital Improvements will be performed in a good and workmanlike manner and in compliance with all applicable Laws;
- (d) The Club has provided to the CPD copies of all necessary permits and approvals necessary to make the proposed Club Capital Improvements;

- (e) The Club and the CPD have agreed on a method by which the CPD may monitor the progress of the proposed Club Capital Improvements;
- (f) The Club has provided the CPD with evidence of appropriate insurance or bonding with respect to the making of the Club Capital Improvements; and
- (g) The Club has provided the CPD with evidence of its ability to pay for the Club Capital Improvements.

20.9.2 No Reimbursement. The Club shall not be entitled to reimbursement from the CPD for any costs or expenses associated with Club Capital Improvements.

20.9.3 Ownership. All Club Capital Improvements shall be deemed part of and incorporated into the Facility and shall be deemed for all purposes completely owned by the CPD.

20.9.4 Removal. The Club shall have no right to remove any Club Capital Improvements but shall have the obligation to remove any Club Capital Improvements at the end of the Term if reasonably requested by the CPD at the time such Club Capital Improvement was approved by the CPD pursuant to Section 20.12.

20.9.5 No Liens. The Club shall ensure that all Club Capital Improvements are free and clear of all Liens. Upon completion of the Club Capital Improvements the Club shall provide the CPD with sworn contractor statements, lien waivers and as-built drawings.

20.10 Safety Inspections. In its reasonable judgment, the CPD may obtain structural safety reports and other similar reports as to the structural safety and the condition of the Facility for holding major sporting events. If such reports indicate that Capital Improvements are needed, the parties agree that such Capital Improvements shall be the highest priority. Any fees for such structural reports and similar reports shall be paid from the Capital Improvement Fund.

20.11 Failure To Satisfy Capital Improvement Responsibilities.

20.11.1 Expedited Arbitration. In the event that the Club believes in good faith that the CPD has failed, or in the event the CPD believes in good faith that the Club has failed to fulfill its Capital Improvements responsibilities after written notice from the Club or the CPD, as the case may be, and a reasonable opportunity to cure, then the Club and the CPD, as the case may be, shall have the right to refer any such Capital Improvements dispute to the Expeditious Arbitrator for Expedited Arbitration.

20.12 Approval of Capital Improvements.

20.12.1 Health and Safety Capital Improvements. The CPD in its sole discretion shall have the right of final approval with respect to Health and Safety Capital Improvements and the implementation thereof.

20.12.2 Colonnade Capital Improvements. The CPD in its sole discretion shall have the right of final approval with respect to Colonnade Improvements and the implementation thereof.

20.12.3 Ordinary Capital Improvements. After consultation with the Club, the CPD has the right of final approval with respect to Ordinary Capital Improvements and the implementation thereof, subject to the prior consent of the Club which will not be unreasonably withheld.

20.12.4 Other Capital Improvements. After consultation with the Club, the CPD has the right of final approval with respect to Other Capital Improvements and the implementation thereof, subject to the prior consent of the Club which will not be unreasonably withheld.

20.12.5 Club Capital Improvements. After consultation with the CPD, the Club has the right to final approval of the Club Capital Improvements, subject to the prior consent of the CPD which will not be unreasonably withheld.

ARTICLE 21. OPERATING EXPENSES

21.1 Scope of Operating Expenses.

21.1.1 Definition. "Operating Expenses" shall mean all operating costs and expenses associated with the Facility.

21.1.2 Examples. The following is a non-exclusive list of examples of Operating Expenses:

- (a) All heat, water, electrical and all other utility costs associated with the use and operation of the Facility.

21.2 Allocation of Operational Expense Responsibility.

21.2.1 CPD Responsibilities. In general, the CPD shall be responsible for the performance and payment of Operating Expenses.

21.2.2 Club Responsibilities. Notwithstanding the foregoing, the Club shall be responsible for the performance and payment of all direct Operating Expenses associated with the following: (a) Club-Related Events (including but not limited to NFL Days), (b) Sponsor-Related Events, (c) Weekday Practices, (d) Team Areas except for all reasonable costs and expenses relating to providing heat, air conditioning, water and electrical to the non-revenue generating Team Areas, and (e) the use of the Suites by Bear Suite Licensees and their invitees on the dates for which no Events are held at the

Facility. Notwithstanding any other provision contained herein, the Club shall also be responsible for the performance and payment of fifty percent (50%) of the Operating Expenses and staffing associated with the Video Boards exclusive of the Operating Expenses incurred at Public Sector Events in connection with the use of the Video Boards.

ARTICLE 22.
GAME DAY COSTS, EXPENSES AND RESPONSIBILITY

22.1 Scope of Game Day Expenses.

22.1.1 Definition. "Game Day Expenses" shall mean all direct costs and expenses associated with operating the Facility on Game Days.

22.1.2 Examples. The following is a non-exclusive list of examples of Game Day Expenses:

(a) ushers, ticket will call, team security (locker rooms and Field), extra staffing for premium seating areas and club lounge area above levels provided by concessionaires, medical staffing, half-time entertainment, anthem singers, press box lunches, staff for fan give-aways, telephone services, information booth, chain gang press box runners, bench heating and cooling systems, marketing pre-game tents, supervisor premiums, catering press box and video board operations; and

(b) All items set forth on Exhibit C.

22.2 Allocation of Game Day Responsibilities.

22.2.1 CPD Responsibilities. In general, the CPD shall be responsible for the performance and payment of Game Day Expenses. As between the Club and the CPD, the CPD shall be responsible for Game Day Expenses relating to the medical needs of the general public and for one ambulance for Game Day needs.

22.2.2 Club Responsibilities. Notwithstanding the foregoing, the Club will be responsible for the payment and performance of the Game Day Expenses as set forth on Exhibit C. Notwithstanding any other provision contained herein, the Club shall also be responsible for the performance and payment of fifty percent (50%) of the Game Day Expenses associated with the staffing and maintenance of the Video Boards.

22.3 Game Day Personnel.

22.3.1 Personnel Hiring. All hiring of Game Day personnel shall be the prerogative of CPD after consultation with the Club, including but not limited to the following: manager selections, staffing levels, and Game Day operational controls. Notwithstanding the foregoing, all hiring of Game Day personnel paid for by the Club shall be the prerogative of the Club after consultation with the CPD.

22.4 Video Board Operators. The CPD and the Club shall cooperate with each other in good faith to determine appropriate staffing requirements in connection with the operation of the Video Boards on Game Days and non-Game Days when the Club is entitled to use the Video Boards. All hiring of personnel in connection with the operation of Video Boards on Games Days and on non-Game Days when the Club is entitled to use the Video Boards (including but not limited to Video Board operators, production personnel, camera operators and technicians) shall be by mutual agreement of the CPD and the Club.

ARTICLE 23.
FIELD MAINTENANCE, REPAIR AND REPLACEMENT

23.1 Scope of Field Maintenance.

23.1.1 Definition. "Field Maintenance" shall mean the maintenance, repair and replacement of the Field.

23.2 CPD Responsibilities. The CPD shall be responsible for the cost and performance of Field Maintenance in accordance with the reasonable directions given by the Club consistent with the repair, maintenance and replacement of playing fields in other NFL facilities similarly situated as to use, wear and weather. Consistent with the foregoing, the Club shall have the right from time to time to specify the type and variety of Natural Turf, reasonably competitive in price, used for the playing field and the Natural Turf supplier and to specify the party or parties to be engaged by the CPD for the installation and removal of Natural Turf reasonably competitive in price.

23.3 Club Rights. At any time the Club has the right (but not the obligation) to perform or cause to be performed Field Maintenance, provided that all costs and expenses incurred in connection therewith shall be borne by the Club with no right of reimbursement from the CPD.

23.4 Natural Turf Suppliers. As part of its obligations hereunder, the CPD shall annually make arrangements with one or more Natural Turf suppliers specified by the Club, for such supplier(s) to have available replacement sod on a stand-by basis for Natural Turf replacement as may be reasonably anticipated for the current Football Season.

23.5 Replacement.

23.5.1 General. The CPD shall replace the Natural Turf when and to the extent that the CPD and the Club mutually agree that such replacement is necessary; provided that in the event that the CPD and the Club are unable to reach an agreement as to when or to the extent that such replacement is necessary, then the CPD shall replace the Natural Turf as reasonably requested by the Club.

23.5.2 Timing. If obligated to replace the Natural Turf, the CPD shall do so in a prompt and timely manner.

23.6 Cooperation. Prior to the beginning of each Football Season, and once a month during each Football Season (or more often at the request of any party), representatives of CPD and the Club shall meet to discuss Field Maintenance requirements and prioritize items in need of Field Maintenance.

23.7 Expedited Arbitration. Each party shall be entitled to Expedited Arbitration with respect to any dispute arising under this Article 23.

23.8 Artificial Turf. The CPD may not change the Field from Natural Turf to Artificial Turf without the prior written consent of the Club which consent may be withheld in its reasonable discretion.

23.9 Payment Obligations. The CPD acknowledges and agrees that its obligations with respect to Field Maintenance are in no way limited to the amount of the Authority Capital Improvements Subsidy or the Capital Improvement Fund.

ARTICLE 24.
INTENTIONALLY OMITTED

ARTICLE 25.
SECURITY AND CROWD CONTROL

25.1 Game Day. Except for locker rooms, Team Areas and the Field, the CPD shall be responsible for the performance and payment of security and crowd control on Game Days. With respect to locker room, Team Areas and the Field, the Club shall be responsible for the performance and payment of security and crowd control on Game Days.

25.2 Club-Related-Events and Sponsor-Related Events. The Club shall be responsible for performance and payment of security and crowd control on Club-Related Events, Sponsor-Related Events and Weekday Practices; provided at the request of the CPD, the Club shall use the security and crowd control personnel used by the CPD at the Facility and the Club shall reimburse the CPD for any additional cost or expense incurred by the CPD as a result thereof.

25.3 Bears Suite Licenses. The Club shall be responsible for the performance or the payment of security which the CPD in its reasonable judgment, after due consideration of the circumstances, deems appropriate in connection with the Bears Suite Licensee's use and occupancy of Suites on non-Game Days and other days on which no Public-Sector Events are occurring; provided at the request of the CPD, the Club shall use the security and crowd control personnel used by the CPD at the Facility and the Club shall reimburse the CPD for any additional cost or expense incurred by the CPD as a result thereof.

ARTICLE 26.
CONCESSIONAIRES

26.1 General. The Club and the CPD shall cooperate with each other in the negotiation with and selection of the Concessionaires. The Club and the CPD shall collectively contract with each Concessionaire. The Concessionaires shall provide

Concessions for all Events held at the Facility and all other Concession opportunities which exist at the Facility.

26.2 Terms.

26.2.1 Financial Arrangements. The financial and other arrangements applicable to each Concessionaire shall be mutually agreeable to the CPD and the Club.

26.2.2 Insurance and Other Matters. Unless otherwise mutually agreed to by the Club and the CPD, each Concessionaire contract or agreement shall provide that the Concessionaire (a) obtain all appropriate licenses and approvals for the conduct of its operations, (b) equip, furnish, clean and maintain its Concession Area in an appropriate manner and required by applicable Law, (c) indemnify the CPD, PBC and the Club for its operations, and (d) obtain adequate insurance policies naming the Club, the CPD and the PBC as additional insured and providing coverage for personal injuries and physical damage to the Facility as a result of its operations.

26.3 **Supervision.** The Club shall have the right and responsibility to supervise and control the Concessionaires on Game Days and in the operation for the Bears Retail Shop, Bears Hall of Fame and Bears Sports Bar/Restaurant, if any.

26.4 **MBE/WBE Program.** In selecting and contracting with Concessionaires, CPD's MBE/WBE Program shall be satisfied.

26.5 **Suites.** The Club and the CPD acknowledge and agree that from time to time there may be different Concessionaires for the Suites and/or the Club Lounge than for the rest of the Facility.

ARTICLE 27. **INSURANCE**

27.1 **CPD Insurance Requirements** The CPD shall purchase and maintain at its own cost and expense, commencing as of the date of Substantial Completion of the Stadium and North Garage and continuing through the end of the Term, the following insurance coverage:

27.1.1 "All Risk" or "Highly Protected Risk" property insurance on the Facility, including coverage for sewer backup, pollution cleanup, utility interruption, flood and earthquake, and time element coverage of business interruption, loss of rents, and extra expense. Coverage shall be written on a full replacement cost, with deductible to be determined by the CPD. For purposes of valuation, the CPD shall have a cost appraisal completed for the property seven (7) years after the commencement date of coverage and every seven (7) years thereafter.

27.1.2 Boiler and Machinery coverage, on a repair and replacement cost basis, in an amount equal to the full replacement cost.

27.1.3 Workers Compensation insurance, including statutory Workers Compensation coverage for the State of Illinois, and Employer's Liability coverage in the amount of \$1,000,000 each accident or disease. The CPD may elect, at its own discretion, to self-insure its Workers Compensation exposures.

27.1.4 Automobile Liability insurance in the amount of \$500,000 per occurrence bodily injury and property damage, for all owned, non-owned and hired vehicles. The CPD may elect, at its own discretion, to self-insure its Automobile Liability exposures.

27.1.5 Employee Dishonesty insurance in the amount of \$1,000,000. The CPD may elect, at its own discretion, to self-insure its Employee Dishonesty exposures.

27.1.6 General Liability insurance, Broad Form, including premises, operations, products, completed operations, and contractual liability coverage, in the amount of \$1,000,000 per occurrence/aggregate for bodily injury, personal injury and property damage, and including CPD's contractual liability for indemnification under this agreement. The CPD may elect, at its own discretion, to self-insure its General Liability exposures.

27.1.7 Liquor Liability and Contingent Liquor Liability insurance in the amount of \$1,000,000 per occurrence and \$5,000,000 aggregate. The CPD may elect, at its own discretion, to self-insure its Liquor Liability exposures.

27.1.8 Umbrella Liability insurance coverage in the amount of \$25,000,000 per occurrence/ aggregate for bodily injury, personal injury and property damage and providing excess limits over the primary general liability, automobile liability, liquor liability, and employer's liability policies or self-insured retentions.

27.1.9 Garage Keepers Legal Liability insurance coverage in the amount of \$1,000,000 per occurrence and \$100,000,000 aggregate, with deductible to be determined by the CPD. The CPD, at its own discretion, may elect to self-insure its Garage Keepers Legal Liability exposure.

27.1.10 Pollution Liability insurance coverage in an amount not to exceed \$25,000,000 aggregate. The deductible shall be at the discretion of the CPD.

27.1.11 Additional Insureds. All liability policies shall name the Club and ISFA as additional insureds.

27.2 The Club Insurance Requirements

27.2.1 The Club shall procure and maintain at its own costs and expense commencing as of the date of Substantial Completion of the Stadium and North Garage and continuing through the end of the Term, the following insurance coverage:

27.2.2 "All Risk" or "Highly Protected Risk" property insurance against damage or destruction to Club's equipment and other personal property, including the Team Areas and Club Capital Improvements, on an "all risk" basis at full replacement cost of the property and include coverage for business interruption, flood, sewer backup, and earthquake.

27.2.3 General Liability insurance, Broad Form, including premises, operations, products, completed operations, and contractual liability coverage, in the amount of \$1,000,000 per occurrence/aggregate for bodily injury, personal injury and property damage, and including the Club's contractual liability for indemnification under this Agreement.

27.2.4 Workers Compensation insurance, including statutory Workers Compensation coverage for the State of Illinois, and Employer's Liability coverage in the amount of \$1,000,000 each accident or disease.

27.2.5 Automobile Liability insurance in the amount of \$1,000,000 per occurrence bodily injury and property damage, for all owned, non-owned and hired vehicles.

27.2.6 Umbrella (Excess) Liability insurance in the amount of \$25,000,000 per occurrence/ aggregate for bodily injury, personal injury and property damage and providing excess limits over the primary general liability, automobile liability, liquor liability, and employer's liability policies.

27.2.7 Liquor Liability and Contingent Liquor Liability insurance in the amount of \$1,000,000 per occurrence with a \$5,000,000 aggregate.

27.2.8 Employee Dishonesty coverage shall be based on annual receipts and no less than \$1,000,000 coverage shall apply. The CPD and the Club shall mutually determine deductible limits.

27.2.9 Additional Insureds. All liability policies shall name the CPD and ISFA as additional insureds.

27.3 General Insurance Requirements.

27.3.1 All policies of insurance required hereunder shall be written by carriers which possess an A- policy holders rating or better and a minimum Class VII financial size category as listed at the time of issuance by AM Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that A.M. Best adjusts its rating categories).

27.3.2 All policies shall provide that they may not be canceled, non-renewed or have coverage or limits reduced unless 90 days written notice of such cancellation, non-renewal or reduction has been provided to the named and additional insureds.

27.3.3 Certificates.

(a) The Club shall furnish evidence of insurance to the CPD in the form of Acord Certificates of Insurance prior to Substantial Completion of the Stadium and North Garage. Such Certificates of Insurance shall evidence the specific insurance requirements set forth herein.

(b) The CPD shall furnish evidence of insurance to the Club in the form of Acord Certificates of Insurance prior to Substantial Completion of the Stadium and North Garage. Such Certificates of Insurance shall evidence the specific insurance requirements set forth herein.

27.3.4 The Club and the CPD shall jointly review applicable coverages every five (5) years, and will mutually agree upon appropriate coverages, limits and deductibles. All coverages, limits and deductibles shall be at commercially reasonable levels.

27.4 Waiver of Subrogation. The Club and CPD agree that all insurance against loss or damage to property and business interruption or rent loss shall be endorsed to provide that any release from liability or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery contained in any other section of this lease, but rather in confirmation and furtherance thereof, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property or damages as a result of business interruption or rent loss insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies.

ARTICLE 28. LIENS

28.1 Club. Neither the Club nor the Subsidiary shall create or cause to exist any Lien on the Facility, Capital Improvements or the Club Capital Improvements. Except as provided for in Section 28.3, without the prior written consent of the CPD, neither the Club nor the Subsidiary shall create or permit to exist any Lien on their rights, licenses and interests granted hereunder, including but not limited to the Club Use Rights, PSL Rights, Signage Rights, Naming Rights and Entitlement Rights, provided, however, the Club and Subsidiary may create and permit to exist a Lien (i) on any revenue and income stream that they derive from the Facility including, but not limited to the revenue and income stream generated by the Marketing Rights, (ii) the Club's interest in any Suite License, and (iii) the visiting NFL team's share of Club Seat Premiums.

28.2 CPD. The CPD shall not create or cause to exist any Lien on the Facility or the Capital Improvements which will disturb or interfere with the Club's rights or

interest under this Agreement or which would not be subordinate to the Club's rights and interests under this Agreement. The CPD will not allow a foreclosure or similar proceeding to occur on such Lien which will disturb or interfere with the Club's rights or interests under this Agreement.

28.3 Permitted Liens. The Club may grant a Lien on all but not less than all of its rights, title and interests hereunder to the NFL or any third party lender ("Lienholder"); provided however, such Lien shall not be enforceable against the CPD or the Project nor shall the Lienholder have any rights or remedies hereunder until and unless (a) the Lienholder satisfies the conditions set in clauses (i) through (v) of section 38.4.3(a) (as though the Lienholder was an Acquiror) and (b) the Lienholder cures or causes to be cured any and all Bears Defaults.

ARTICLE 29. BEARS DEFAULT

29.1 Definition of "Bears Terminating Default". The occurrence of any one or more of the following events constitutes a "Bears Terminating Default" under this Agreement:

29.1.1 Failure by the Club or Subsidiary to pay when due the total Permit Fees or any other financial Obligations totaling in excess of \$100,000 within five (5) days after written notice thereof from CPD to the Club;

29.1.2 An Improper Relocation;

29.1.3 The Club or the Subsidiary admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver of the Club or the Subsidiary or for the major part of their property;

29.1.4 A trustee or receiver is appointed for the Club or the Subsidiary or for the major part of their property and is not discharged within one hundred eighty (180) days after such appointment; or

29.1.5 Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against the Club or the Subsidiary and, if instituted against Club or Subsidiary, are allowed against it or are consented to by it or are not dismissed within sixty (60) days after such institution.

29.2 Definition of Bears Non-Terminating Default. The occurrence of any one or more of the following events (which is not a Bears Terminating Default) shall constitute a "Bears Non-Terminating Default" under this Agreement:

29.2.1 Material failure by Club or Subsidiary to observe or perform any other covenant, agreement, condition or provision of this Agreement if such failure shall continue for thirty (30) days after notice thereof from the CPD to the Club; provided,

however, that Club shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice Club commences such cure and diligently proceeds to complete the same at all times thereafter;

29.2.2 **Material breach** by the Club or the Subsidiary of any representation or warranty of this Agreement if such breach shall continue for thirty (30) days after notice thereof from the CPD to the Club; provided, however that the Club shall not be in default with respect to such breach which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice, the Club commences such cure and diligently proceeds to complete the same at all times thereafter.

29.3 Remedies of CPD. Subject to the right of either party to demand Arbitration pursuant to Article 33 hereof, if a Bears Default occurs, the CPD shall have the following rights and remedies which shall be distinct, separate and, to the extent not mutually exclusive, cumulative, and shall be in addition to and shall not operate to exclude or deprive the CPD of any other right or remedy allowed it by law or equity:

29.3.1 **Advance Sums** CPD may advance any sums to be paid to third parties by the Club or the Subsidiary or otherwise remedy the Club's or the Subsidiary's Default and shall be entitled to be reimbursed by the Club and the Subsidiary for the CPD's costs and expense on account thereof:

29.3.2 **Termination**. Upon and only upon a Bears Terminating Default, the CPD may terminate this Agreement ("CPD Termination Remedy") effective as of the end of the third Football Season following the occurrence of the Bears Terminating Default by providing the Club with prompt written notice of its intention to do so. The CPD and the Club shall continue to perform and satisfy all of their duties and obligations under this Agreement until the end of such third Football Season.

29.3.3 **Specific Performance**. CPD may enforce the provisions of this Agreement and may enforce and protect the rights of the CPD hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or other equitable or injunctive remedy; without the need of posting bond or proving damages; and

29.3.4 **Monetary Damages**. Without terminating this Agreement, the CPD may see monetary damages from the Club or Subsidiary.

29.3.5 **Liquidated Damages – Improper Relocation**. In the event of an Improper Relocation, the CPD shall be entitled to collect from the Club, as liquidated damages, an amount equal to one-hundred fifty percent (150%) of the aggregate of all Financial obligations, without any present value adjustment, and for purposes of this calculation, the CPI adjustment shall be projected for the balance of the Term on the basis of the historical CPI change from January 1, 2003 to a date the Bears Game was

first Improperly Relocated. The Club shall pay the liquidated damages provided for in this Section 29.3.5 within thirty (30) days of such Improper Relocation.

29.3.6 Liquidated Damages – Termination. In the event that the Club improperly terminates this Agreement or in the event that the CPD exercises the CPD Termination Remedy and terminates this Agreement, and such termination is not deemed an Improper Relocation, then the CPD shall be entitled to collect from the Club, as liquidated damages, an amount equal to one hundred percent (100%) of the aggregate of all Financial Obligations, without any present value adjust, and for purposes of this calculation the CPI adjustment shall be projected for the balance of the Term on the basis of the historical CPI change from January 1, 2003 to the date of the termination of this Agreement. The liquidated damages set forth in this Section shall not be subject to off set or reduction except to the extent of any net proceeds that the CPD receives as a result of another professional football team playing at the Facility during the Football Season. The Club shall pay the liquidated damages provided for in this Section 29.3.6 within thirty (30) days of such termination of this Agreement.

29.3.7 Self Help. In the event that (i) the CPD, in good faith believes (a) that the Club is materially failing to satisfy its obligations hereunder, and (b) that such failure will (w) endanger the public safety or health, (x) result in the Club's inability to hold a Bears Game at the Facility, (y) result in the Club's inability to use the Field for a Bears Game, or (z) result in the inability of the Club, a Major Corporate Sponsor or a Public Sector Event Sponsor to use the Facility (or any portion thereof) for, respectively a Club-Related Event, Sponsor-Related Event or a Public Sector Event; (ii) the CPD provides the Club with timely written notice of such alleged failure; and (iii) the Club does not promptly take reasonable actions to correct or cure such failure, then the CPD shall have the right to correct or cure such failure and seek reimbursement from the Club in arbitration for its reasonable costs and expenses incurred in correcting or curing such failure. The CPD shall only be entitled to such reimbursement from the Club if the Panel or Expeditious Arbitrator, as applicable, determines: (i) (a) that the Club did materially fail to satisfy its obligations hereunder, and (b) that such failure (w) would have or did endanger the public safety or health, (x) would have resulted in the Club's inability to hold a Bears Game at the Facility, or (y) would have resulted in the Club's inability to use the Field for a Bears Game, or (z) would have resulted in the inability of the Club, a Major Corporate Sponsor or a Public Sector Event Sponsor to use the Facility (or any portion thereof) for, respectively, a Club-Related Event, Sponsor-Related Event or a Public Sector Event; (ii) the CPD provided the Club with written notice of such alleged failure; and (iii) the Club did not promptly take reasonable actions to correct or cure failure.

29.4 Surrender of Possession by the Club. If the Club improperly terminates this Agreement or if CPD exercises the CPD Termination Remedy, and terminates this Agreement, the Club and the Subsidiary shall surrender possession and vacate the Facility on the effective date of termination and deliver possession thereof to the CPD, and CPD may then or at any time thereafter re-enter and take complete and peaceful possession of the Facility with or without process of law, full and complete license being hereby granted to the CPD, and CPD may remove all occupants and property therefrom

using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detained and without relinquishing CPD's right to the satisfaction and payment of the Financial Obligations or any other right given to the CPD hereunder or by operation of law.

29.5 Rights to Property After Default or Otherwise. All property removed from the Facility by CPD pursuant to any of its remedial rights hereunder or of law may be handled, removed or stored by the CPD at the cost and expense of the Club, and the CPD shall in no event be responsible for the value, preservation or safekeeping thereof. Club shall reimburse CPD for all costs and expenses incurred by CPD in such removal and storage charges against such property so long as the same shall be in CPD's possession or under CPD or under CPD's control. All property not removed from the Facility or retaken from storage by Club within thirty (30) days after the end of the Term, however terminated, shall be conclusively deemed to have been conveyed by Club to CPD as by bill of sale without further payment or credit by CPD to Club and the Subsidiary. At the end of the Term, whether by expiration or earlier termination, (i) the Club and the Subsidiary shall not have the right to remove from the Facility any property of the Club other than its movable personal property, and (ii) upon and only upon the written request of the CPD, the Club and the Subsidiary shall, at their cost and expense, promptly remove any Club Capital Improvements in a reasonable and workmanlike manner, and (iii) all property other than Club's and the Subsidiary's movable personal property and the Club Capital Improvements which the CPD requested be removed shall belong to CPD at the end of the Term.

29.6 Tolling of Cure Period. Notwithstanding any other provision contained herein, in the event that (i) the Club shall in good faith dispute the CPD's assertion that an action or non-action by the Club would, if not cured or corrected within the applicable cure period would constitute a Bears Default hereunder; (ii) the Club notifies the CPD that the Club disputes that CPD's assertion within ten (10) days of the date that the Club receives notice of the CPD's assertion; and (iii) the Club submits such dispute to Arbitration no later than the later of (y) twenty (20) days from the date that the Club receives notice of the CPD's assertion, or (z) a date as mutually agreed upon by the Club and the CPD in writing, then the Club's obligation to remedy or cure such action or non-action shall be suspended and CPD shall not be entitled to exercise any remedy herein provided on account thereof, pending the final decision of the Panel or Expeditious Arbitrator, as applicable, except that nothing herein shall be deemed to limit or restrict the CPD's cure rights or other rights or remedies in the event that the public health or safety is at risk or as required by Law. If the final decision of the Panel or the Expeditious Arbitrator is that such action or non-action by Club would, if not cured or corrected, constitute a Bears Default hereunder, then the applicable cure period shall begin to run as of the date on which the Club receives notice of the final decision of such Panel or Expeditious Arbitrator, as applicable.

29.7 Post Performance Challenge. Notwithstanding any other provision contained herein, in the event (i) that the Club in good faith objects to the CPD's assertion that an action or non-action by the Club, if not cured or corrected within the applicable cure period, would constitute a Bears Default hereunder, and (ii) the Club provides the CPD with prior written notice of its objection, then the Club may take such

action or not take such non-action as applicable without prejudicing its right to challenge and submit such dispute to Arbitration.

29.8 Notice of Default. The Club shall promptly inform the CPD and the NFL of any occurrence which constitutes a Bears Default or which, with the giving of notice or the lapse of time, or both, would constitute such a Bears Default and of any other occurrence that materially affects the Club's or the Subsidiary's ability to perform and satisfy their obligations and duties hereunder.

ARTICLE 30. CPD DEFAULT

30.1 Definition of CPD Terminating Default. Subject to Section 30.2, the occurrence of any one or more of the following events shall constitute a "CPD Terminating Default" under this Agreement:

30.1.1 A breach of this Agreement by the CPD which results in the Club not being able to play two or more Bears Games at the Facility in any Football Season.

30.1.2 A willful breach of this Agreement by the CPD which results in the Club not being able to play a Bears Game at the Facility.

30.2 Limitations. A CPD Terminating Default shall not be deemed to have occurred if the cause or reason that the Club cannot play a Bears Game at the Facility is the occurrence of a Force Majeure.

30.3 Definition CPD Non-Terminating Default. The occurrence of any one or more of the following events (which is not a CPD Terminating Default) shall constitute a "CPD Non-Terminating Default" under this Agreement:

30.3.1 Failure by the CPD to observe or perform in any material respect any covenant, agreement, condition, or provision of this Agreement, if such failure shall continue for thirty (30) days after notice thereof from the Club; provided however, that the CPD shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice the CPD commences such cure and diligently proceeds to complete the same at all times thereafter; or

30.3.2 Material breach by the CPD of any representation or warranty of this Agreement if such breach shall continue for thirty (30) days after notice thereof from the Club to the CPD; provided however, that the CPD shall not be in default with respect to such breach which cannot be reasonably cured within thirty (30) days so long as within thirty (30) days after such notice, the CPD commences such cure and diligently proceeds to complete the same at all times thereafter.

30.4 Remedies. Subject to the right of any party to demand Arbitration under Article 33, if a CPD Default occurs, the Club shall have the following rights and remedies which shall be distinct, separate and, to the extent not mutually exclusive,

cumulative, and shall be in addition to and shall not operate to exclude or deprive the Club of any other right or remedy allowed to it by law, or equity:

30.4.1 Advance Sums. The Club shall have the right to advance sums to be paid to third parties by the CPD or otherwise remedy the CPD's default and shall be entitled to be reimbursed by the CPD for the Club's costs and expenses on account thereof; provided that the Club provides the CPD with ten (10) days prior written notice of the Club's intention to advance such sums.

30.4.2 Termination. If and only if (i) a CPD Terminating Default occurs, and (ii) the Club provides the CPD a Club Termination Notice no later than the later of (a) sixty (60) days following the occurrence of the CPD Terminating Event, or (b) thirty (30) days following the decision by the Arbitrator that a CPD Terminating Event has occurred, then the Club may terminate this Agreement ("Bears Termination Remedy") effective as of the end of the third Football Season following such CPD Terminating Default. The CPD and the Club shall continue to perform and satisfy all of their duties and obligations under this Agreement until the end of such third Football Season.

30.4.3 Specific Performance. The Club may enforce the provisions of this Agreement and may enforce and protect the rights of the Club hereunder by a suit or suits in equity or at law for specific performance of any covenant or agreement contained herein without the need for posting bond or proving damages;

30.4.4 Monetary Damages – Generally. Without terminating this Agreement, the Club may seek monetary damages against the CPD.

30.4.5 Monetary Damages – Bears Games. In the event of a CPD Default which prevents the Club from playing a Bears Game at the Facility, the Club shall be entitled to collect from the CPD as follows:

- (a) Net Club Revenue Loss for the missed Bears Game at the Facility;
- (b) Amount of any visiting NFL team's share of the Club Seat premiums which would otherwise be payable to the NFL with respect to any missed Bears Game; and
- (c) The amount of any refunds or other payments made by the Club in respect to such missed Bears Game to advertisers, sponsors, broadcasters and others who have a claim against the Club for non-performance of such game.

All amounts which the Club may be entitled to recover in the event that a CPD Default prevents the Club from playing a Bears Game at the Facility shall be offset by any revenues or other economic benefits which the Club directly or indirectly receives from playing such Bears Game at another facility or location.

30.4.6 Self Help. In the event that (i) the Club, in good faith believes (a) that the CPD is materially failing to satisfy its obligations hereunder, and (b) that

such failure will (w) endanger the public safety or health, (x) result in the Club's inability to hold a Bears Game at the Facility, (y) result in the Club's inability to use the Field for a Bears Game, or (z) result in the inability of the Club or a Major Corporate Sponsor to use the Facility (or a portion thereof) for a Club-Related Event or a Sponsor-Related Event; (ii) the Club provides the CPD with timely written notice of such alleged failure; and (iii) the CPD does not promptly take reasonable actions to correct or cure such failure, then the Club shall have the right to correct such failure and seek reimbursement from the CPD in Arbitration for its reasonable costs and expenses incurred in correcting such failure. The Club shall only be entitled to such reimbursement from the CPD if the Panel or Expeditious Arbitrator, as applicable, determines (i) (a) that the CPD did materially fail to satisfy its obligations hereunder, and (b) that such failure (w) would have or did endanger the public safety or health, (x) would have resulted in the Club's inability to hold a Bears Game at the Facility, (y) would have resulted in the Club's inability to use the Field for a Bears Game, or (z) would have resulted in the inability of the Club or a Major Corporate Sponsor to use the Facility (or a portion thereof) for a Club-Related Event or a Sponsor-Related Event; (ii) the Club provided the CPD with written notice of such alleged failure; and (iii) the CPD did not promptly take reasonable actions to correct or cure failure.

30.5 Rights to Property After Default. Upon a CPD Terminating Default, the Club shall have the right to remove all of its personal property from the Facility except to the extent that such personal property has become a fixture of the Facility.

30.6 Tolling of Cure Period. Notwithstanding any other provision contained herein, in the event that (i) the CPD in good faith disputes the Club's assertion that an action or non-action by the CPD would, if not cured or corrected within the applicable cure period would constitute a CPD Default hereunder; (ii) the CPD notifies Club that the CPD disputes the Club's assertion within ten (10) days of the date the CPD receives notice of the Club's assertion; and (iii) the CPD submits such dispute to Arbitration no later than the later of [twenty (20)] days from the date that the CPD receives notice of the Club's assertion or a date as mutually agreed upon by the Club and the CPD in writing, then the CPD's obligation to remedy or cure such action or non-action shall be suspended and, the Club shall not be entitled to exercise any remedy herein provided on account thereof, pending the final decision of the Panel or the Expeditious Arbitrator, as applicable. If the final decision of the Panel or the Expeditious Arbitrator, as applicable, is that such action or non-action by CPD would, if not cured or corrected, constitute a CPD Default hereunder, then the applicable cure period provided in this Article 30 shall begin to run as of the date on which the CPD's receives notice of the final decision of such Panel or the Expeditious Arbitrator, as applicable.

30.7 Post Performance Challenge. Notwithstanding any other provision contained herein, in the event that (i) the CPD in good faith objects to the Club's assertion that an action or non-action by the CPD, if not cured or corrected within the applicable cure period, would constitute a CPD Default hereunder, and (ii) the CPD provides the Club with prior written notice of its objection; then the CPD may take such action or not take such non-action as applicable without prejudicing or waiving its right to challenge and submit such dispute to Arbitration.

30.8 Notice of Default. The CPD shall promptly inform the Club and the NFL of any occurrence which constitutes a CPD Default or which, with the giving of notice or the lapse of time, or both, would constitute such a CPD Default and of any other occurrence that materially affects the CPD's ability to perform and satisfy its obligations and duties hereunder.

30.9 Limitation on Remedies.

30.9.1 No Termination. Notwithstanding any provision contained herein or any right or remedy which the Club or Subsidiary may have at law or equity, a CPD Non-Terminating Default does not entitle the Club or the Subsidiary to terminate this Agreement prior to the expiration of the Term.

30.9.2 No Set Off. Notwithstanding any other provision contained herein or any rights or remedies that the Club may have at law or equity, neither the Club nor the Subsidiary may offset, set off or deduct amounts which the CPD owes to them against amounts that they owe to the CPD except as specifically provided in the Development Agreement.

ARTICLE 31.
INDEMNIFICATION

31.1 Club and Subsidiary Indemnification – General. The Club and the Subsidiary hereby jointly and severally agree to indemnify, defend and hold harmless the CPD, the CPD Affiliates, the PBC and the PBC Affiliates from and against any Losses incurred or suffered by any of them arising out of or related to any breach or threatened breach of this Agreement by the Club or the Subsidiary.

31.2 Club and Subsidiary Indemnification – Personal Injury, Death or Property Damage. The Club and the Subsidiary hereby jointly and severally agree to indemnify, defend and hold harmless the CPD, the CPD Affiliates, the PBC and the PBC Affiliates from and against any Losses incurred or suffered by them arising out of or relating to any personal injury, death or property damage occurring in or about the Team Areas; provided however, that this obligation of the Club and the Subsidiary to indemnify, defend and hold harmless set forth in this Section 31.2 shall not apply to any Loss arising out of or relating to any of the following events and occurrences ("Club Excluded Occurrences"):

- (a) The grossly negligent or willfully wrongful acts or omissions of the CPD or the CPD Affiliates; and
- (b) The breach of or threatened breach of, this Agreement by the CPD.

31.3 CPD Indemnification – General. To the extent permitted by Law, the CPD hereby agrees to indemnify, defend and hold harmless the Club, the Club Affiliates, the Subsidiary and the Subsidiary Affiliates from and against any Loss incurred or suffered by them arising out of or related to any breach, or threatened breach of, this Agreement by the CPD. To the extent the CPD maintains the insurance policies as required by Article 27, such indemnification obligations shall be limited to the

proceeds from the insurance policies set forth in Article 27 and the deductibles associated with such insurance policies.

31.4 CPD Indemnification – Personal Injury, Death or Property Damage.

To the extent permitted by Law, the CPD hereby agrees to indemnify, defend and hold harmless the Club, the Club Affiliates, the Subsidiary and the Subsidiary Affiliates from and against any Loss incurred or suffered by them arising out of or related to any personal injury, death or property damage occurring in or about the Facility (except for Team Areas) or the Game Day Site, provided, however, that this obligation of the CPD to indemnify, defend and hold harmless set forth in this Section 31.4 shall not apply to any Loss arising out of or related to any of the following events or occurrences (“CPD Excluded Occurrences”):

- (a) The grossly negligent or willful or wrongful acts or omissions of the Club, the Subsidiary, the Club Affiliates, the Subsidiary Affiliates, the Club Invitees, or the Subsidiary Invitees, and
- (b) The breach of, threatened breach of this Agreement by the Club or the Subsidiary.

To the extent the CPD maintains the insurance policies required by Article 27, such indemnification obligations shall be limited to the proceeds from the insurance policies set forth in Article 27 and the deductibles associated with such insurance policies.

31.5 Procedure Regarding Indemnification. If any party entitled to indemnification hereunder (“Indemnified Party”) shall discover or have actual notice of facts giving rise or which may give rise to a claim for indemnification under this Article 31, or shall receive notice of any demand, assertion, claim, action, or proceeding, judicial or otherwise (“Action”), with respect to any matter for which indemnification may be claimed, the Indemnified Party shall, within twenty (20) days following service of process (or within such shorter time as may be necessary to give the party required by the terms hereof to provide indemnification therefor (“Indemnifying Party”) a reasonable opportunity to respond to such service of process) or within twenty (20) days after any other such notice, notify the Indemnifying Party in writing thereof together with a statement of such information respecting such matter as the Indemnifying Party then has; it being understood and agreed that any failure or delay of the Indemnifying Party shall not relieve the Indemnifying Party from liability hereunder except and solely to the extent that such failure or delay shall have materially adversely affected the Indemnifying Party's ability to defend against, settle or satisfy any such Action. Following such notice, the Indemnifying Party shall have the right, at its sole cost and expense, to contest or defend such Action through attorneys, accountants, and others of its own choosing (the choice of such attorneys, accountants, and others being subject to the approval of the Indemnified Party, such approval not to be unreasonably withheld) and in the event it elects to do so, it shall promptly notify the Indemnified Party of such intent or contest or defend such Action. The Indemnified Party, shall have the right to engage its own attorneys, accountants and others and participate in the defense of any Action; provided, however the fees and costs incurred by the Indemnified Party as a result of such participation shall not be included as part of any Losses unless, (a) the

Indemnifying Party elects not to contest or defend such Action, or (b) if the interests of the Indemnified Party and the Indemnified Party are sufficiently adverse to prohibit the representation by the same counsel of both parties under applicable Law, ethical rules, or equitable principals. If within twenty (20) days following such notice from the Indemnified Party (or within such shorter time as may be necessary to give the Indemnified Party a reasonable opportunity to respond to service of process or other judicial or administrative action), the Indemnified Party has not received notice from the Indemnifying Party that such Action will be contested or defended by the Indemnifying Party, the Indemnified Party shall have the right to (i) authorize attorneys satisfactory to it to represent it in connection therewith; and/or (ii) at any time settle, compromise, or pay such action, in either of which events the Indemnified Party shall be entitled to indemnification therefor subject to this Section. Following any notice of an indemnification claim not based on an Action, the Indemnifying Party shall promptly reimburse the Indemnified Party for all amounts owed to it by reason of such indemnification obligation.

31.5.1 In the event and so long as the Indemnifying Party is actively contesting or defending against an Action as hereinabove provided, the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in such contest or defense, shall join in making any appropriate counterclaim or cross-claim in connection with the Actions, and shall provide such access to the books and records of the Indemnified Party as shall be necessary in connection with such defense or contest, all at the sole cost and expense of the Indemnifying Party. Notwithstanding that an Indemnifying Party is actively conducting such defense or contest, any Action may be settled, compromised, or paid by the Indemnified Party without the consent of the Indemnifying Party, provided however, that if such action is taken without the Indemnifying Party's consent, its indemnification obligations in respect of such claim shall thereby be nullified. Any such Action may be settled, compromised, or paid by the Indemnifying Party without the Indemnified Party's consent, so long as such settlement or compromise does not cause the Indemnified Party to incur any present or future cost, expense, obligation or liability of any kind of nature.

31.5.2 In the event any Action involves matters partly within or partly outside the scope of the indemnification by the Indemnifying Party hereunder, then the attorneys' fees, costs, and expenses of contesting or defending such Action shall be allocated between the Indemnified Party and the Indemnifying Party as they shall agree. If such an allocation cannot be agreed upon, then the dispute shall be submitted to Expedited Arbitration.

31.6 Survivability. The indemnification obligations of each of the parties hereto shall survive the termination or cancellation of this Agreement.

ARTICLE 32. **EXPEDITED ARBITRATION**

32.1 General. With respect to disputes between the parties regarding any provision contained in Article 19 or Article 23, a party shall request that the dispute be

submitted to an Expeditious Arbitrator for arbitration ("Expedited Arbitration") in accordance with the provision of this Article 32. The "Expeditious Arbitrator" shall have exclusive control over the location and rules of such Expedited Arbitration.

32.2 Selection of Expeditious Arbitrator. Unless otherwise agreed to by the parties, the Expeditious Arbitrator shall be selected by the parties from a list of twenty (20) persons furnished by the Chicago Chapter of the American Arbitration Association. Upon delivery of the Expedited Arbitration Request, the parties shall in good faith attempt to mutually agree upon a Expeditious Arbitrator. In the event that the parties cannot agree within five (5) days after receipt of the Expedited Arbitration Request, then representatives of the parties shall meet promptly and the following procedures shall be applicable: The Club shall strike a name of a person on the list. Within one (1) hour thereafter, the CPD shall strike a name from the list. At one-hour intervals thereafter, each party shall strike a name from the list. If any party fails to strike a name within the allotted time period, it shall forgo its turn to strike a name. The last name on the list shall be the Expeditious Arbitrator.

32.3 Expedited Arbitration Process. To request Expedited Arbitration, a party shall provide written notice thereof to the other party ("Expedited Arbitration Request"). Such notice shall provide in detail the nature of the dispute, the basis of the dispute and the proposed remedy of the dispute. An Expeditious Arbitrator shall be selected as provided in Section 33.2. Within ten (10) days after the selection of the Expeditious Arbitrator, the Expeditious Arbitrator shall arbitrate a meeting between the CPD and the Club. Within ten (10) days of such meeting, the Expeditious Arbitrator shall make his ruling ("Expedited Ruling") which shall be binding upon the parties subject to the following sentence. A party may challenge any Expedited Ruling through Standard Arbitration or as disputes may otherwise be resolved herein; provided however, until such Expedited Ruling is overruled or nullified, the parties shall fully comply and abide by such Expedited Ruling.

32.4 Fees and Costs. If the Expeditious Arbitrator shall find in favor of one of the parties and shall find that the other party either (i) had no reasonable basis for its position in the dispute; or (ii) acted willfully or in bad faith, then the Expeditious Arbitrator shall order the non-prevailing party to pay all of the prevailing party's reasonable costs and expenses incurred in bringing the dispute to Expedited Arbitration. In all other cases, the parties shall share equally the costs of such arbitration and shall pay their own attorney's fees and costs.

32.5 Discovery Rights. Each party shall be entitled to such discovery rights as determined by the Expeditious Arbitrator.

ARTICLE 33. **STANDARD ARBITRATION**

33.1 General. In the event of any dispute between the parties hereto regarding any provision of this Agreement, a party shall request that the matter be submitted to arbitration in accordance with the provisions of this Article 33 ("Standard Arbitration") unless such dispute shall be handled through Expedited Arbitration in accordance with the terms of this Agreement. All such arbitration shall be conducted before a "Panel"

designated in the manner hereinafter provided. Except as specifically provided for herein, all such arbitration shall be conducted in Chicago, Illinois in accordance with the rules of the American Arbitration Association, and the decision of each Panel shall be final and binding upon the parties and shall be enforceable by a court of competent jurisdiction.

33.2 Composition of Panel. Each Panel shall consist of three (3) persons selected by the parties from a list of twenty (20) persons furnished by the Chicago Chapter of the American Arbitration Association. The Panel shall consist of persons who are acceptable to CPD and the Club. In the event that within fifteen (15) days after the occurrence of a dispute, the parties have been unable to agree on a Panel, then representatives of the parties shall meet promptly and the following procedures shall be applicable: The Club and the CPD shall conduct a coin toss. Immediately following the coin toss and at one-hour intervals thereafter, the parties shall alternately, starting with the winner of the coin toss, strike a name from the list. If any party fails to strike a name within the allotted time period, it shall forego its turn to strike a name. The last 3 names on the list shall constitute the Panel.

33.3 Fees and Costs. If a panel shall find in favor of one of the parties and shall find that the other party either (i) had no reasonable basis for its position in the dispute; or (ii) acted willfully or in bad faith, then the panel shall order the non-prevailing party's reasonable costs and expenses incurred in bringing the dispute to Standard Arbitration, including the costs and fees of the Panel, fees to the American Arbitration Association and other costs of such arbitration otherwise payable by such party in the arbitration proceedings. In all other cases, the parties shall share equally the costs of such arbitration and shall pay their own attorneys' fees and costs.

33.4 Discovery Rights. Each party shall be entitled to such discovery rights as determined by the Panel.

ARTICLE 34.
EFFECT OF FORCE MAJEURE, ACTS OF GOD,
STRIKES, LOCK-OUTS AND LABOR TROUBLE

34.1 CPD. To the extent and during the period that a Force Majeure shall prevent the CPD from performing or satisfying its obligations and duties hereunder, then such CPD duties or obligations shall be deemed abated and no CPD Default shall be deemed to have occurred with respect thereto. In the event that the Force Majeure renders unfit or unavailable the Facility for a Bears Game, then the Club shall be entitled to play such Bears Games at another location during such period and shall not be obligated to pay the appropriate pro rata portion of the Total Permit Fee during this period.

34.2 Club. To the extent and during the period that a Force Majeure shall prevent the Club from performing its obligations and duties hereunder, then such Club duties and obligations shall be deemed abated and no Club Default shall be deemed to have occurred with respect thereto; provided that this sentence shall not apply to the Club's Financial Obligations, but such obligations shall be reduced by the estimated

amount of Game Day Costs which the CPD will save as a result of any Bears Game not being played at the Facility.

34.3 General. Except as specifically provided above, all of the parties rights and obligations shall remain in effect during the period of a Force Majeure.

ARTICLE 35.
JOINT AND SEVERAL LIABILITY OF CLUB AND CLUB'S SUBSIDIARY

35.1 Club. The obligations and liabilities of the Club hereunder are the joint and several obligations and liabilities of the Club and the Subsidiary.

35.2 Subsidiary. The obligations and liabilities of the Subsidiary hereunder are the joint and several obligations and liabilities of the Club and the Subsidiary.

ARTICLE 36.
CONDEMNATION AND EMINENT DOMAIN

36.1 Permanent Condemnation. In the event that any Material Part (as defined below) of the Facility shall at any time during the Term be permanently taken by Condemnation, this Agreement shall terminate on the date on which possession is required to be delivered to the condemning authority, except as provided for in Section 36.5. As used herein, a "Material Part" shall include any of the following:

36.1.1 Any part of the Facility which, in Club's and CPD's reasonable determination, would materially and adversely effect the ability of the Club to use the Facility as contemplated herein or would cause the Club to experience a material loss of revenue (specifically including, without limitation, any loss of seating in excess of a number of seats having a face ticket price equal to ten percent (10%) or more of the aggregate face ticket price of all seats in the Facility, or loss of any material portion of the concourse areas);

36.1.2 Any part of the area between the Facility and a public street or highway and the condemnation of which would cause the Club to become unable to provide reasonable access to the Facility; or

36.1.3 Any part of the Facility which would cause the Club to be unable to provide its Invitees with 2000 parking spaces;

unless the Club elects in its sole discretion to treat any of the foregoing as not a "Material Part" of the Facility. If this Agreement terminates as a result of Condemnation (including a Temporary Taking), all rights, obligations and liabilities of the parties hereto shall end as of the effective date of such termination, without prejudice to any rights which have accrued prior to such termination.

36.2 Temporary Taking. In the event that the Condemnation is a temporary taking ("Temporary Taking") of a Material Part of the Facility, this Agreement shall not terminate by reason thereof, except as hereinafter provided, and the rights and

obligations of the parties shall continue in full force and effect as provided herein except that:

36.2.1 Upon termination of such Temporary Taking and upon receipt of the Condemnation Award, the CPD shall restore the Facility to the extent that funds are available from any Condemnation Award received by the CPD.

36.2.2 During any period of a Temporary Taking, Club shall be entitled, at no cost or expense to the CPD, to make arrangements for an alternate site for playing the Bears Games and shall not be obligated to pay to the CPD any portion of the Total Permit Fee incurred during the occurrence of such Temporary Taking.

36.2.3 The Club shall have the right to terminate this Agreement if the remaining period of a Temporary Taking of a Material Part of the Facility will be for a period of more than two (2) years following the date of the termination, as evidenced by the issuance by a duly authorized official of the condemning authority of any written statement to the effect that such condemnation will be for such period of time.

36.3 Representation. The Club shall be entitled to be represented by counsel of its own choosing in any Condemnation proceeding to the extent allowed by law or judicial rules.

36.4 Allocation of Award. The amount of any award for or on account of any Condemnation ("Condemnation Award") shall belong to the CPD and shall not be reduced by any claim of the Club or the Subsidiary, and the Club or the Subsidiary shall not be entitled to any award or any part thereof for its rights, interest, or estates hereby granted which are so condemned or effected by such eminent domain proceedings, except to the extent of the following:

36.4.1 The court in which the award is made shall be requested to make and does so make a separate award determination for the then current value of Club's Use Rights for the balance of the Term.

36.4.2 If the court fails or refuses to make such separate determination, then the parties shall negotiate in good faith to make their own determination and if the parties are unable to agree on such value within thirty (30) days after the payment of said award, the parties shall submit the dispute to Standard Arbitration.

36.4.3 In no event shall the Club and the Subsidiary be entitled to more than the following percentage of any Condemnation Award: (i) two hundred (200) divided by (ii) five hundred fifty five (555) multiplied by (iii) the number of years remaining on the Original Term plus any Extension Terms divided by (iii) fifty (50) multiplied by (iv) one hundred.

36.5 Performance of Work. If there shall be a Condemnation and this Agreement shall not terminate as a result thereof in accordance with the provisions of Section 36.2, CPD shall be required to perform any and all work necessary to restore

the Facility to a condition suitable for the Club to exercise its Club Use Rights, to the extent that funds are available from any Condemnation Award received by the CPD.

ARTICLE 37.
COVENANT OF QUIET ENJOYMENT

CPD covenants that if, and so long as Club and Subsidiary keep and perform each and every covenant, agreement, term, provision and condition of this Agreement, the Club and the Subsidiary shall quietly enjoy its rights under this Agreement without hindrance or molestation by CPD or by any other person lawfully claiming the same by, through or under CPD, subject to the covenants, agreements, terms, provisions and conditions of this Agreement.

ARTICLE 38.
MISCELLANEOUS

38.1 Amendments. No amendment, modification, termination, discharge or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only for the specific purpose for which given. In the event that the CPD has actual knowledge that an amendment, modification, termination, discharge or waiver of this Agreement or the provisions herein requires NFL consent, the Club shall be responsible for obtaining such consent and such amendment, modification, termination, discharge or waiver shall not be effective until NFL consent is obtained.

38.2 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois, without regards to the choice of law provisions of the State of Illinois.

38.3 Appointment as Agent. The Subsidiary hereby irrevocably appoints the Club as its agent and attorney in fact for all purposes hereunder with power and authority to bind and obligate the Subsidiary with respect to all matters relating hereto. The Subsidiary shall not limit, modify or terminate such agency relationship without the prior written consent of the CPD which may be withheld in its sole and absolute discretion.

38.4 Assignment.

38.4.1 Generally. This Agreement may not be assigned or transferred by any party hereto without the other parties' prior written consent which may be withheld in their sole and absolute discretion.

38.4.2 CPD Rights.

- (a) Notwithstanding any other provision contained herein, the CPD may at any time assign or transfer its rights, interests, and remedies hereunder to any party; provided however, such assignment or transfer does not relieve or release the CPD from any of its obligations or duties hereunder.

- (b) Notwithstanding any other provision contained herein, the CPD may at any time assign or transfer this Agreement to another governmental entity including but not limited to a governmental entity which acquires or merges with the CPD.

38.4.3 Club Rights.

- (a) Notwithstanding any other provision contained herein, the Club may assign or transfer this Agreement to an Acquiror; provided that prior to such assignment and transfer, (i) the Acquiror assumes all of the obligations and liabilities of the Club and the Subsidiary hereunder and under the Tax Agreement and under other related agreements pursuant to an assumption agreement reasonably satisfactory to the CPD and its counsel, (ii) the Acquiror provides satisfactory evidence to the CPD that it has the financial resources to fully perform and satisfy the obligations and liabilities of the Club and Subsidiary, (iii) the CPD and its financial advisors in their reasonable judgment determine that the Acquiror has the financial resources to fully perform and satisfy the obligations and liabilities of the Club and Subsidiary, (iv) the Acquiror is a member of the NFL or any successor league, (v) the Acquiror (and its controlling person or persons) are of a high moral character and reputation as determined in the reasonable judgment of the CPD, (vi) no Bears Default has occurred and is continuing and no event has occurred which with the passage of time, or the giving of notice, or both, would constitute a Bears Default. Any assignment or transfer of this Agreement by the Club or the Subsidiary which does not comply or is inconsistent with subclasses (i) through (vi) shall be null and void and of no effect. In the event the CPD has actual knowledge that an assignment or other transfer of this Agreement requires NFL consent, the Club shall be responsible for obtaining such consent and such assignment or other transfer shall not be effective until NFL consent is obtained.
- (b) No assignment or transfer of this Agreement by the Club shall relieve or release the Club or the Subsidiary from any of its obligations hereunder.

38.5 Attorneys Fees. Subject to the provisions in Article 32 and Article 33, in the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorneys fees and costs in such proceeding or any appeal therefrom.

38.6 Compliance with Laws. The Club, the Subsidiary and the CPD shall at all times fully comply with any and all applicable laws, rules, regulations and ordinances of the City, the State and the United States.

38.7 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

38.8 Confidentiality. The parties agree that all financial and operating information exchanged by each party in fulfilling its obligations under this Agreement shall be treated as confidential, and should only be disclosed as required by law or court order or upon the written consent of the non-disclosing party hereto. The provisions of this Section do not include information which is publicly available or is obtained from third parties unrelated to the transactions contemplated by this Agreement, provided that information contained in news and media articles purporting to cover details of the Adaptive Reuse shall not mean that confidential information otherwise subject to this Agreement is publicly available.

38.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A telecopy or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

38.10 Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Such rights and remedies are given in addition to any other legal rights the parties may have.

38.11 Late Payments. All amounts payable hereunder by any party shall, from and after the date on which such amount is due until the date that such amount is paid, bear interest at the rate of two percent (2%) per annum in excess of the corporate base (or equivalent) rate charged from time to time by Bank One or its successor.

38.12 Drafting. The parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto stipulate and agree that the rule of construction to effect any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

38.13 Entire Agreement. Except for the other agreements contemplated by the Development Assistance Agreement and except for agreements entered into contemporaneously herewith, this Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied, between them or other than as herein set forth or as specifically referred to herein. This Agreement, the other agreements contemplated by the Development Assistance Agreement and the agreements entered into contemporaneously herewith are intended to be an integration of all prior or contemporaneous promises or agreements, conditions or undertakings between the parties including the MOU and supercedes all previous written or oral agreements regarding the subject matter hereof, including the MOU.

38.14 Expenses. Each party hereto shall bear its own costs and expenses with respect to the preparation, negotiating, execution and delivery of this Agreement.

38.15 Facsimile Signatures. Each Party is hereby authorized to rely upon and accept as an original any document or other communication which is sent to such party by facsimile, telegraphic or other electronic transmission (each, a "Communication") which such party in good faith believes has been signed by the other party and has been delivered to such party by a properly authorized representative of the sending party, whether or not that is in fact the case. Notwithstanding the foregoing, no party shall be obligated to accept any such Communication as an original and may in any instance require that an original document be submitted to it in lieu of, or in addition to, any such Communication.

38.16 Further Assurances. Each party shall execute and deliver such other documents, instruments and agreements, and take such actions as are necessary or desirable to effectuate the transactions contemplated herein or as required by law.

38.17 Good Faith Dispute Resolution. Prior to requesting Expedited Arbitration or Standard Arbitration or otherwise taking steps or actions to enforce its rights and remedies hereunder, each party agrees to attempt to resolve any such dispute in good faith with the other parties hereto.

38.18 Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

38.19 Jurisdiction, Venue and Forum. Subject to Article 32 and Article 33, each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the City, State of Illinois. Each party hereby consents to the jurisdiction of any local, state, or federal court located within the City and hereby waives any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.

38.20 Jury Trial. To the extent applicable, each party irrevocably waives any right to trial by jury in any judicial action or proceeding (i) to enforce or defend any rights or any arbitration ruling under or in connection with this Agreement or any amendment, instrument, document or other agreement delivered or which may in the future be delivered in connection herewith or therewith, or (ii) arising from any dispute or controversy in connection with or related to this Agreement or any such amendment, instrument, document or other agreement.

38.21 Knowledge. The term "knowledge" or words of similar import shall mean the actual (as distinguished from implied, imputed or constructive) knowledge of the officers of any party with respect to the matter in question as to the date with respect to which such representation or warranty is made, without having any obligation to make an independent inquiry or investigation.

38.22 Mutual Cooperation. It is the intent of this Agreement that the parties will cooperate fully with each other in order to achieve the mutual objective of providing the public, in person or through the media, with well-managed and well-presented Bears

Games. The parties shall use their mutual reasonable efforts to obtain any necessary approvals or permits from any governmental authority necessary to stage the Bears Games or to carry out the purposes of this Agreement.

38.23 No Agency or Partnership Relationship

- (a) Nothing in this Agreement is intended nor shall be deemed to create an agency, relationship, partnership, or joint venture between the CPD, on the one hand and the Club and the Subsidiary, on the other hand.
- (b) Nothing in this Agreement is intended nor shall be deemed to grant to the CPD any power, right or authority to bind or otherwise contractually obligate the Club or the Subsidiary.
- (c) Nothing in this Agreement is intended nor shall be deemed to grant to either the Club or the Subsidiary any power, right or authority to bind or otherwise contractually obligate the CPD.

38.24 Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing, sent by certified or registered mail, postage prepaid, by facsimile, telegram or nationally recognized overnight carrier or delivered in person, and addressed as follows:

If to the Club or
Subsidiary:

Chicago Bears
Halas Hall at Conway Park
1000 Football Drive
Lake Forest, Illinois 60046
Attention: Theodore P. Phillips

with cc to:

Schiff, Hardin & Waite
660 Sears Tower
Chicago, Illinois 60606
Attention: Gary L. Mowder, Esq.

If to the CPD:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: General Superintendent

with cc to:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: General Counsel

or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this subsection. Any notice of default from either the CPD or the Club shall also be simultaneously sent by certified or registered mail, postage prepaid, by facsimile,

telegram or nationally recognized overnight carrier or delivered in person to the NFL at the following address:

National Football League
280 Park Avenue
New York, New York 10017
Attention: Senior Vice President-Business Affairs

38.25 Registered Agent. The Club shall be required to notify the CPD, in writing, of any change in either name or address of its registered agent for service of process. The Subsidiary shall be required to notify the CPD, in writing, of any change in either the name or address of its registered agent for service of process.

38.26 Service of Process. Each party hereby waives personal service of any and all process and consents that all such service of process may be made by certified mail, return receipt requested, directed to such party as set forth herein in the manner provided by applicable statute, law, rule of court or otherwise.

38.27 Severability. In the event that any provision of this Agreement or the application thereof is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement and the application thereof shall not be affected.

38.28 Successor Bound. The covenants, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the CPD, the Club and the Subsidiary and their respective successors and, to the extent permitted herein, assigns. References to any party shall include the party's successors and permitted assigns.

38.29 Third Party Beneficiaries. This Agreement is not intended to confer upon any person or entity other than the parties hereto, any rights or remedies hereunder except for the PBC and the Affiliates. The parties intend that the PBC be granted enforceable rights and remedies against the Club and the Subsidiary with respect to Article 31.

38.30 Time of Essence. Time is of the essence in making payments of all amounts due each party under this Agreement and in the performance and observance by the parties of each covenant and provision of this Agreement.

38.31 Waivers. The failure of either party hereto to insist at any time upon the strict performance of any covenant or provision or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or relinquishment thereof for the future. The waiver of redress for any violation of any term, covenant, agreement or condition contained in this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No expressed waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

38.32 Adaptive Reuse. The parties agree that the CPD shall have no liability under this Agreement for any delays in the completion of the Adaptive Reuse, and that

the CPD shall not be deemed in breach of or default under this Agreement in the event of any delays in the completion of the Adaptive Reuse. The parties agree that neither the Club nor the Subsidiary shall have liability under this Agreement for any delays in the completion of the Adaptive Reuse, and neither the Club nor the Subsidiary shall be deemed in breach of or default under this Agreement in the event of any delays in the completion of the Adaptive Reuse.


38.33 Recordation. Each party may make the appropriate filing and recordation of this Agreement to protect their rights and interests hereunder, and the other party shall cooperate in such filings and recordation.

38.34 NFL Approval. This Agreement shall not be deemed effective and no party shall have any obligations or liabilities hereunder until the NFL approves this Agreement. This Agreement shall be deemed for all purposes approved by the NFL on August 9, 2001 unless prior to such time the Club provides the CPD with written notice that the NFL disapproves of this Agreement. Nothing in this Section 38.34 is intended nor shall be construed as granting the NFL any approval rights with respect to any amendments, modifications or supplements to this Agreement in the future.

[Signature Page to Follow]

IN WITNESSETH WHEREOF, the parties hereto have executed and delivered this Permit and Operating Agreement as the date first above written.


CHICAGO PARK DISTRICT

By: 

Name: David Doig

Title: General Superintendent

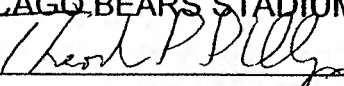
CHICAGO BEARS FOOTBALL CLUB, INC.

By: 

Name: Theodore P. Phillips

Title: President

CHICAGO BEARS STADIUM, LLC

By: 

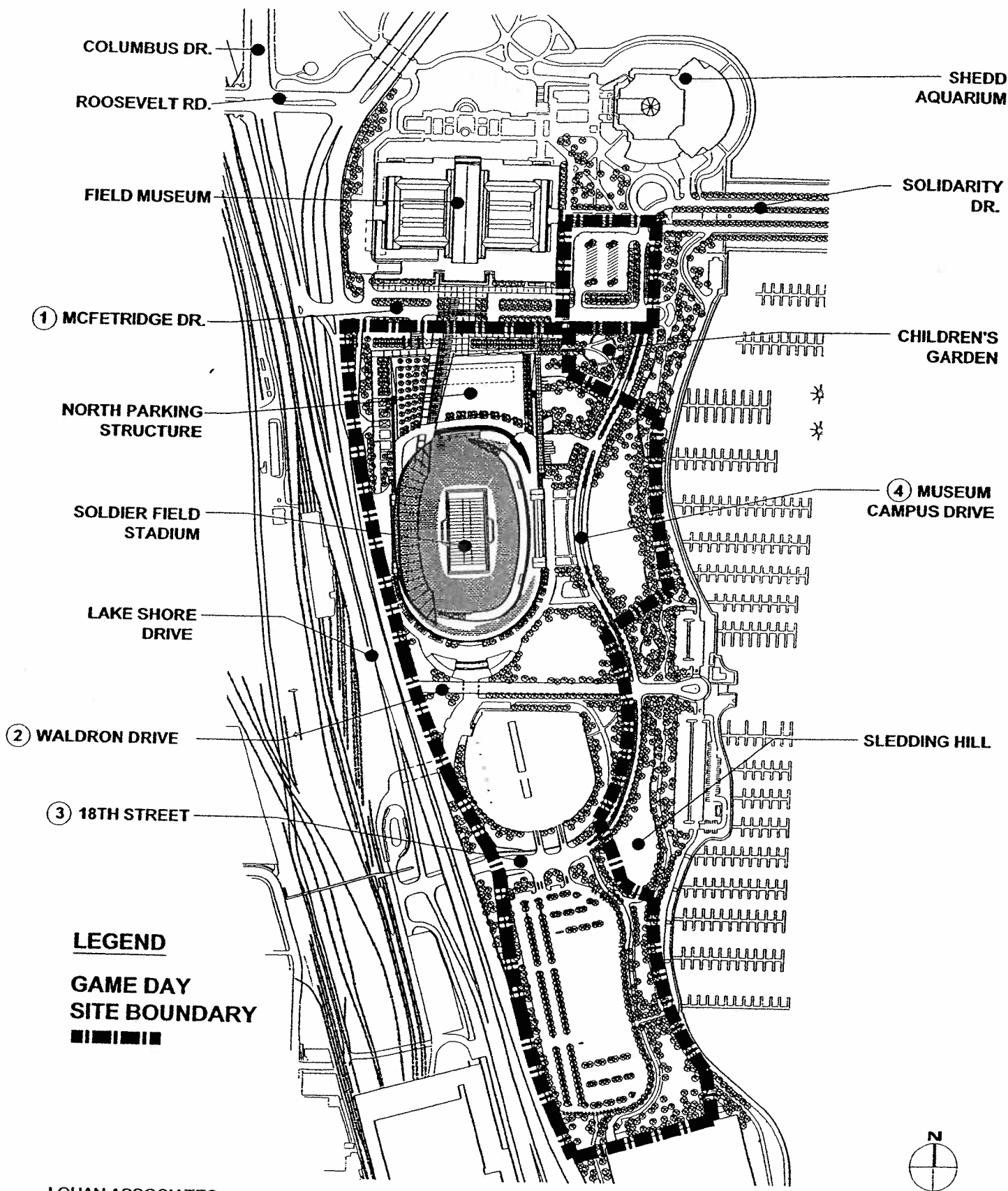
Name: Theodore P. Phillips

Title: Manager

EXHIBIT A

Depiction of the Game Day Site





LOHAN ASSOCIATES
 WOOD and ZAPATA, INC.
 DATE: ####

GAME DAY SITE
 0 100' 300' 600'

NOTE: THE FOUR (4) ROADWAYS INCLUDED WITHIN THE BOUNDARIES (MCFETRIDGE DRIVE, WALDRON DRIVE, 18TH STREET & MUSEUM CAMPUS DRIVE) ARE NOT UNDER THE CONTROL OF THE CHICAGO PARK DISTRICT AND ARE NOT INCLUDED IN THE GAME DAY SITE.

EXHIBIT B

A Non-exclusive list of Routine Maintenance

Stadium	Elevator maintenance
Stadium	Field Maintenance
Stadium	Stadium Cleanup
Stadium	Garbage Removal
Stadium	Restroom Supplies/Maintenance
Stadium	Shuttle bus/parking part time help
Stadium	Snow removal
Suites/Clubs	Cleaning
Suites/Clubs	HVAC maintenance
Suites/Clubs	Suite Telephones
Suites/Clubs	Suite Maintenance
Suites/Clubs	Window cleaning – Lakeside
Video boards	Maintenance Agreements

EXHIBIT C

A Non-exclusive list of Club Game Day Expenses

Entertainment	Anthem Singers
Entertainment	Game Day Music
Entertainment	Game Day Staff
Entertainment	Half Time entertainment
Sideline	Referees
Sideline	Chain Gang
Sideline	Rental/labor field heaters
Sideline	Rent cooling units
General	Information Booth
Marketing	Premium Giveaway Staff
Marketing	Tailgates Labor
Marketing	Tailgates Staff
Marketing	Tailgate Setup/Breakdown
Marketing	Tailgates/Setup Interactive helmet
Medical	Team Physicians
Medical	X-ray rental
Phones	Communication sideline/coachbox/press box
Phones	Ameritech technician
Phones	Headset technician
Phones	Communications Technician
Press Box	Head statistician
Press Box	Public Address announcer
Press Box	Lunches/Catering
Press Box	Runner/hostesses
Security	Field, Locker room Security
Security	Locker room security/visiting club attend
Security	Tailgates Security
Security	Suite Security
Stadium	Ushers
Stadium	Ticket booths/Ticket Sellers

EXHIBIT C (continued)

A Non-exclusive list of Club Game Day Expenses

- | | |
|--------------|-----------------------------------------|
| Suites/Clubs | Suite staffing |
| Suites/Clubs | Club Seats Attendants |
| Suites/Clubs | Club Security |
| Suites/Clubs | Window Cleaning – Field side |
| Video boards | Clock operator NFL pays |
| Video boards | Game day Producers |
| Videoboards | Gameday Camera operations |
| Videoboards | Gameday sound system production |
| Videoboards | Gameday Control Room Technicians |
| Videoboards | Gameday Scoring & Messaging Technicians |
| Videoboards | Gameday Miscellaneous |

EXHIBIT D

Examples for Product Categories

For the purpose of determining the Exclusive Signage Product Categories, the following examples are intended to provide the CPD and the Club with guidance so that the Exclusive Signage Product Categories are not too broad or too narrow in scope. The Exclusive Signage Product Categories will be determined in accordance with Section 16.1.7.

<u>PRODUCT CATEGORY</u>	<u>EXAMPLES</u>	<u>EXCLUSIONS</u>
1. Non-Alcoholic Cold Beverages	Colas (i.e., Pepsi Cola, Coke), Root Beer (i.e., Dads, A&W), other sodas, water and juice	Alcoholic beverages (i.e., beer, wine, distilled spirits), non-carbonated sports drinks (i.e., Gatorade)
2. Fast Food Restaurants	Hamburger fast food restaurants (i.e., McDonalds, Burger King), chicken fast food restaurants (i.e., KFC), other fast food restaurants (i.e., Taco Bell, Hardees)	Denny's, Olive Garden, Starbucks
3. Air transportation	National and international airlines (i.e., United Airlines, American Airlines), Regional Airlines	Rail Transportation (i.e., Amtrak) Parcel Delivery (i.e., Federal Express)
4. Breakfast Cereals	Cornflakes, Rice Krispies, oatmeal	Pop tarts, waffles
5. Home Improvement Stores	Home Depot, Menards	Discount Stores (i.e., Wal-Mart, K-Mart), Department Stores (i.e., Marshall Fields, Carsons), Grocery Stores (Jewel, Dominick's)
6. Candy	Chocolate, hard candy, soft candy, gum	Cakes, ice cream, brownies, pies

**FIRST AMENDMENT TO THE PERMIT
AND OPERATING AGREEMENT**

THIS FIRST AMENDMENT TO THE PERMIT AND OPERATING AGREEMENT (this "First Amendment") is dated as of September 30, 2001 by and between the Chicago Park District, a municipal corporation organized and existing pursuant to 70 Illinois Compiled Statutes 1501/1, et seq. (the "CPD"), the Chicago Bears Football Club, Inc., a corporation organized and existing under the laws of Delaware (the "Club"), and the Chicago Bears Stadium LLC, a limited liability company organized and existing under the laws of Delaware and a wholly-owned subsidiary of the Club (the "Subsidiary").

RECITALS

A. The CPD, the Club and the Subsidiary have entered into that certain Permit and Operating Agreement dated as of August 1, 2001 ("Permit and Operating Agreement").

B. The CPD, the Club and the Illinois Sports Facilities Authority, a political subdivision, unit of local government, body politic and municipal corporation of the State of Illinois ("ISFA") have entered into that certain Development Assistance Agreement dated as of August 1, 2001 ("Development Assistance Agreement").

C. The CPD, the Club, and the Subsidiary believe it is in their best interests to modify certain of their respective rights and obligations under the Permit Agreement as provided herein.

D. The ISFA and the Subsidiary entered into that certain Burnham Park Development Agreement dated as of August 1, 2001 ("Development Agreement").

E. The ISFA, the CPD and the Subsidiary have entered into that certain Assignment, Acceptance and Consent to Assignment dated as of August 1, 2001 pursuant to which the ISFA assigned substantially all of its rights and interests in the Development Agreement to the CPD.

F. The parties' obligations under the Development Agreement are subject to certain conditions precedent being satisfied on or before September 30, 2001.

G. To induce the CPD to enter into that certain First Amendment to the Development Agreement dated as of September 30, 2001, pursuant to which the date is extended until October 31, 2001 by which certain conditions precedent must be satisfied, the Subsidiary and the Club have agreed to enter into this First Amendment.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms not herein defined shall have the meaning set forth in the Permit Agreement.

2. Naming Rights. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Club and the Subsidiary hereby irrevocably waive, release and relinquish any and all rights and interests which they may have relating to the sale or licensing of Naming Rights to the Facility under the Permit Agreement or otherwise and hereby release the CPD from any and all liabilities and obligations with respect thereto. The CPD agrees that during the Term of the Permit Agreement, the CPD shall not sell or license any rights which comprise Naming Rights to the Facility nor shall the CPD grant or authorize any other party the right to sell or license any rights which comprise Naming Rights to the Facility.

3. Amendments to the Permit Agreement. In furtherance of and without limiting the provisions of Section 2 of this First Amendment, the parties agree that the Permit Agreement is hereby amended as follows:

3.1 The definition of "Direct Competitor" in Section 1.76 of the Permit Agreement is hereby deleted and the following inserted in lieu thereof "1.76 Intentionally Omitted".

3.2 At the end of the definition of Future Marketing Rights in Section 1.111 of the Permit Agreement, the following sentence is hereby inserted: "Future Marketing Rights shall not include Naming Rights."

3.3 After the phrase "Signage Rights" in the first line of the definition of "Marketing Rights" in Section 1.139 of the Permit Agreement, the phrase "Naming Rights" is hereby deleted.

3.4 Clause (iv) of Section 1.148 of the Permit Agreement is deleted in its entirety and the following inserted in lieu thereof "(iv) Intentionally Omitted".

3.5 The definition of "Naming Rights Agreements" in Section 1.149 of the Permit Agreement is hereby deleted, and the following inserted in lieu thereof "1.149 Intentionally Omitted".

3.6 The definition of "Naming Rights Program" in Section 1.150 of the Permit Agreement is hereby deleted and the following inserted in lieu thereof "1.150 Intentionally Omitted".

3.7 The definition of "Naming Rights Sponsor" in Section 1.151 of the Permit Agreement is hereby deleted and the following inserted in lieu thereof "1.151 Intentionally Omitted".

3.8 The definition of "Naming Rights Sponsor's Business" in Section 1.152 of the Permit Agreement is hereby deleted and the following inserted in lieu thereof "1.152 Intentionally Omitted".

3.9 The definition of the "Naming Rights Sponsor's Prohibition Rights" in Section 1.153 is hereby deleted and the following inserted in lieu thereof "1.153 Intentionally Omitted".

3.10 The phrase "except in connection with Naming Rights" at the end of Section 16.1.2(b) of the Permit Agreement is hereby deleted.

3.11 The phrase "Except with respect to the Naming Rights Sponsor's Prohibition Rights" at the beginning of Section 16.1.6 of the Permit Agreement is hereby deleted.

3.12 Section 16.2 of the Permit Agreement is hereby deleted in its entirety and the following inserted in lieu thereof "16.2 Intentionally Omitted".

3.13 The phrase "In addition to Naming Rights or in lieu thereof" at the beginning of Section 16.3.1 of the Permit Agreement is hereby deleted.

3.14 The phrase "Except with respect to Naming Rights Sponsor's Prohibition Rights" at the beginning of Section 16.3.6 of the Permit Agreement is hereby deleted.

3.15 The phrase "Except with respect to the Naming Rights Sponsor's Prohibition Rights" at the beginning of Section 16.4.5 of the Permit Agreement is hereby deleted.

3.16 The phrase "Except with respect to the Naming Rights Sponsor's Prohibition Rights" at the beginning of Section 16.5.6 of the Permit Agreement is hereby deleted.

3.17 After the phrase "Signage Rights" in the second line of Section 16.6.1 of the Permit Agreement, the phrase "Naming Rights" is hereby deleted.

3.18 After the phrase "Signage Rights Agreement" in the fourth line of Section 16.6.1 of the Permit Agreement, the phrase "Naming Rights Agreement" is hereby deleted.

3.19 Section 16.7.2(a) of the Permit Agreement is hereby deleted and the following inserted in lieu thereof "16.7.2(a) Intentionally Omitted".

3.20 The phrase "and Signage related to Naming Rights" in line 2 of Section 16.9 of the Permit Agreement is hereby deleted in its entirety.

3.21 After the phrase "Signage Rights" in the 6th line of Section 28.1 of the Permit Agreement, the phrase "Naming Rights" is hereby deleted.

4. Effective Date.

4.1 The amendments to the Permit Agreement provided for herein shall be deemed effective as of September 30, 2001.

4.2 Except as specifically amended or modified hereby, all terms and conditions of the Permit Agreement shall remain unmodified and in full force and effect.

5. First Amendment to the Development Agreement.

5.1 The CPD agrees that upon execution and delivery of this First Amendment by the Club and the Subsidiary, the CPD will execute and deliver the First Amendment to the Development Agreement.

5.2 The Club specifically acknowledges and agrees that the Club, as the sole member of the Subsidiary, will receive a benefit from the CPD's execution and delivery of the First Amendment to the Development Agreement.

5.3 The Club and the Subsidiary acknowledge and agree that the CPD's execution and delivery of the First Amendment to the Development Agreement constitutes good, valuable, legal and sufficient consideration for their execution and delivery of this Agreement and performance hereunder.

6. Amendment. Any amendment, cancellation, revocation or other modification of the terms of this First Amendment must be in writing and must be signed by all of the parties.

7. Binding Agreement. This First Amendment shall be binding upon and inure to the benefit of parties hereto and their respective heirs, successors, and permitted assigns.

8. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. A telecopy or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

9. Forum. Each party agrees that any suit, action or proceeding brought by such party against any other party in connection with or arising from this First Amendment shall be brought solely in the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois, and each party consents to the jurisdiction and venue of each such court.

10. Further Assurance. Each party shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other party hereto to carry out the transactions contemplated by this First Amendment.

11. Governing Law. This First Amendment shall be governed, construed and enforced by the internal laws of the State of Illinois without regard to the principals of conflict of laws.

12. Headings. Headings used in this First Amendment are for convenience only and shall not be deemed a part of this First Amendment and shall not be used to construe any provisions hereof.

13. Representations. Each party to this First Amendment represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this First Amendment, (ii) that this First Amendment has been duly authorized by all necessary action on the part of such party, (iii) that the execution and delivery and

performance by each party of this First Amendment will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; (iv) that this First Amendment constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditors' rights and other similar laws; and (v) prior to executing this First Amendment, such party read this First Amendment, understood the contents hereof, was advised by the party's respective attorney regarding the matters relative to this First Amendment including the respective rights and obligations of the parties under this First Amendment.


14. Survivability. All representations and warranties shall survive until the expiration of the applicable statute of limitations.

15. Severability. If any term of this First Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the terms contained herein shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

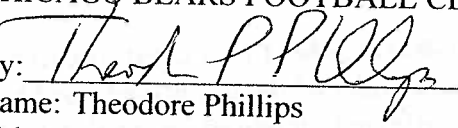
* * *

IN WITNESS WHEREOF, the Parties have entered into and delivered this First Amendment as of the date first above written.

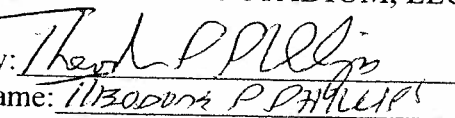
CHICAGO PARK DISTRICT

By: 
Name: David Doig
Title: General Superintendent

CHICAGO BEARS FOOTBALL CLUB, INC.

By: 
Name: Theodore Phillips
Title: President

CHICAGO BEARS STADIUM, LLC

By: 
Name: Theodore Phillips
Title: Manager