

LEASE AGREEMENT

BY AND BETWEEN

**CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA,**

CITY OF INDIANAPOLIS, INDIANA

AND

INDIANAPOLIS COLTS, INC.

Effective as of September 1, 2005

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- Exhibit A-33 Visiting Owner Suite
- Exhibit B Signage Plan
- Exhibit C Suite License Agreement
- Exhibit D Game Day Expense Payment Schedule
- Exhibit E Alternate Market Professionals

LEASE AGREEMENT

THIS LEASE AGREEMENT is executed and delivered as of this 21st day of September, 2005 (the "Closing Date") by and between Capital Improvement Board of Managers of Marion County, Indiana, a governmental entity existing under the laws of the State of Indiana ("CIB"), City of Indianapolis, Indiana, a municipal corporation of the State of Indiana ("City") and Indianapolis Colts, Inc. a Delaware corporation ("Club"), and is effective as of the 1st day of September, 2005 (the "Effective Date").

WHEREAS, Club is a member in good standing of the National Football League (the "NFL"), owns a Franchise (as hereinafter defined) in the NFL, operates a professional team and conducts related business;

WHEREAS, Club has played its Club Games (as hereinafter defined) in Indianapolis, Indiana ("Indianapolis") since 1984 pursuant to an agreement by and among Club, CIB and, solely for the purposes set forth in a letter agreement dated as of March 2, 1998, MCCRFA (as hereinafter defined), dated as of March 28, 1984, as thereafter amended (the "Existing Lease");

WHEREAS, Indiana Stadium and Convention Building Authority ("Authority") will, pursuant to Indiana Code § 5-1-17, design and construct the Stadium (as hereinafter defined) (other than the CIB Provided Parking) and certain other related capital improvements in accordance with the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans (each, as hereinafter defined) to be approved pursuant to a Development Agreement effective as of the Effective Date by and among Authority, CIB and Club (the "Development Agreement");

WHEREAS, pursuant to Indiana Code § 36-10-9, CIB is authorized to control and operate capital improvements, fix charges and establish rules governing the use of capital improvements, and enter into all contracts or arrangements and take all actions that CIB considers necessary to promote and publicize capital improvements and to serve the commercial, industrial and cultural interests of the State of Indiana (the "State") and its citizens;

WHEREAS, Authority and Indiana Office of Management and Budget ("OMB") have entered into a Lease effective as of the Effective Date (the "Master Lease") pursuant to which Authority will lease the Stadium (other than the CIB Provided Parking) to OMB;

WHEREAS, OMB and CIB have entered into a Sublease Agreement effective as of the Effective Date (the "Master Sublease") pursuant to which OMB will lease the Stadium (other than the CIB Provided Parking) to CIB;

WHEREAS, concurrently with this Agreement (as hereinafter defined), Authority, OMB, CIB and Club are entering into a Non-Disturbance Agreement effective as of the Effective Date (the "Non-Disturbance Agreement"), pursuant to which Authority, OMB, CIB and Club agree that in the event that a third Person succeeds to the interest of CIB under this Agreement, this Agreement shall remain in full force and effect and Club shall continue as a tenant of such third Person, upon the terms and conditions as more particularly set forth in the Non-Disturbance Agreement;

WHEREAS, each of CIB and City believe that the State, Marion County, Indiana (the "County"), the counties surrounding the County and Indianapolis will derive substantial economic, financial, public relations, community and other benefits as a result of Club playing Club Games in Indianapolis through the Term;

WHEREAS, City has no real property interest in the Stadium and is a party to this Agreement solely for the purposes set forth in Section 26.21;

WHEREAS, this Agreement is subject to the satisfaction of certain conditions as more particularly set forth in the Development Agreement; and

WHEREAS, concurrently with the execution of this Agreement, CIB and Club are entering into a Lease Termination Agreement effective as of the Effective Date (the "Lease Termination Agreement") pursuant to which the Existing Lease is being terminated, upon the terms and conditions as more particularly set forth in the Lease Termination Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

SECTION 1.1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

"2030 Conforming Statements" shall have the meaning set forth in Section 3.2(a).

"2030 Fiscal Year" shall mean, with respect to Club and any other NFL team, the fiscal year of such NFL team that includes the 2030 NFL Season.

"AAA" shall mean the American Arbitration Association or any successor organization.

"AAA Rules" shall have the meaning set forth in Section 25.1.

"ADA" shall mean the Americans With Disabilities Act of 1990, as amended.

"Additional Parking Parcels" shall have the meaning set forth in the Development Agreement.

"Additional Seating" shall mean the approximately seven thousand (7,000) seats that are a part of the design of the Stadium Building to be added at a future time, which seats shall increase the Stadium Building's seating capacity from approximately 63,000 to 70,000.

"Advertising Rights" shall mean the right (i) to show or display all commercials, messages, announcements, entertainment and advertisements on the Video Boards and scoreboards, electronic scoreboard messages, public address announcements or similar advertising, and to sell or license to other Persons the right to show or display any of the foregoing, anywhere in the interior or on or about the exterior of the Stadium Building or

otherwise at the Stadium on Club Event Days, (ii) to sell all advertising contained in or on any Novelties or other souvenirs sold or otherwise distributed at the Stadium on Club Event Days, (iii) to sell sideline passes to visit the Field before, after or at halftime of Club Games or immediately before, after or during other Club Events, (iv) to show, demonstrate or display, and to sell or license to other Persons the right to show, demonstrate or display, products for sponsorship or advertising purposes at the Stadium on Club Event Days, (v) to conduct or sponsor, and to sell or license to other Persons the right to conduct or sponsor, tailgate parties in the Parking Allotment on Club Event Days, (vi) to name Persons as a sponsor of any Club Game, other Club Event or any portion thereof (including any pre-game, post-game or half-time events or other promotions before, during and after any Club Game or other Club Event) and (vii) to conduct all other advertising or marketing, and to sell or license all other advertising or marketing rights, involving the Stadium on Club Event Days.

“Affiliate” shall mean an affiliate, subsidiary, parent, director, officer, commissioner, superintendent, employee, stockholder, manager, partner, member or owner of a party hereto. For the avoidance of doubt, neither the NFL nor any NFL team shall be, or be deemed to be, an Affiliate of Club.

“Agreement” shall mean this Lease Agreement, including all exhibits and schedules hereto, as it may be amended from time to time in accordance with its terms.

“Agreement Term” shall have the meaning set forth in Section 3.1.

“Anniversary CPI” shall have the meaning set forth in Section 24.1(c).

“Annual Rental Payment Amount” shall have the meaning set forth in Section 2.2.

“Authority” shall have the meaning set forth in the recitals to this Agreement.

“Authority Provided Parking” shall mean (i) the areas or locations identified by hash marks in Exhibit A-1, which areas or locations shall be modified to correspond to the areas or locations labeled as “Authority Provided Parking” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement, (ii) the Additional Parking Parcels, (iii) at least 2,200 parking spaces located on the land identified in clause (i) above and at least 400 parking spaces located on the Additional Parking Parcels and any other improvements as may exist within the land identified in clause (i) above and the Additional Parking Parcels from time to time during the Term and (iv) any replacement for the land identified in clause (i) above, the Additional Parking Parcels and the respective parking spaces located thereon as permitted pursuant to Section 21.3.

“Auxiliary Locker Rooms” shall mean those areas or locations in the Stadium Building identified by hash marks in Exhibit A-2, which areas or locations shall be modified to correspond to the areas or locations labeled as “Auxiliary Locker Rooms” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Blackout Event” shall mean a Non-Club Event in which CIB is required to make one or more Suites available to the promoter(s) of a Non-Club Event or a Person designated by such

promoter(s) as a condition to hosting such event and, as a result, one or more Suites are not available to one or more Suite Licensees.

“Business Day” shall mean any day of the year other than (i) any Saturday or Sunday or (ii) any other day on which banks located in Indianapolis generally are closed for business.

“CFO Affidavit” shall have the meaning set forth in Section 3.2(b).

“CIB” shall have the meaning set forth in the preamble to this Agreement.

“CIB Compensated Parties” shall mean CIB and each of its affiliates, and its and their respective officers, directors, employees, agents and representatives.

“CIB Exclusive Areas” shall mean the Exhibition Space, the CIB Offices, the Food Service Offices, the Maintenance/Storage Areas and the Security Offices.

“CIB Offices” shall mean those areas or locations in the Stadium Building identified by hash marks in Exhibit A-3, which areas or locations shall be modified to correspond to the areas or locations labeled as “CIB Offices” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“CIB Provided Parking” shall mean (i) the parcel of land owned by CIB commonly referred to as Lot 3 and identified by hash marks in Exhibit A-4, (ii) at least 400 parking spaces on the land identified in clause (i) above and any other improvements as may exist within such land from time to time during the Term and (iii) and any replacement for the land identified in clause (i) above and the parking spaces located thereon as permitted pursuant to Section 8.26 and Section 21.3.

“City” shall have the meaning set forth in the preamble to this Agreement.

“Closing Date” shall have the meaning set forth in the preamble to this Agreement.

“Club” shall have the meaning set forth in the preamble to this Agreement.

“Club Compensated Parties” shall mean Club and each of its affiliates, and its and their respective officers, directors, employees, agents and representatives.

“Club Contractor” shall mean any independent contractor engaged by Club to perform work, or to otherwise provide services at the Stadium. For the avoidance of doubt, a Club Contractor shall not include any other category of Persons included within the definition of “Invitees.”

“Club Event” shall have the meaning set forth in Section 5.2(b).

“Club Event Days” shall have the meaning set forth in Section 2.1(a).

“Club Exclusive Premises” shall include the Club Locker Room, Club Ticket Office Portion, Club Office, Owner’s Suite, Marketing Storage Areas, Video Control Area, Hall of Fame, Team Equipment Room, Team Storage Areas, Team Store, Team Restaurant, Team Family Lounge and Coaching Staff Family Lounge.

“Club Games” shall mean the preseason, regular season and postseason NFL football games (other than the Super Bowl) for which Club is deemed the “home team.”

“Club Locker Room” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-5, which area or location shall be modified to correspond to the area or location labeled as “Club Locker Room” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Club Office” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-6, which area or location shall be modified to correspond to the area or location labeled as “Club Office” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Club Personal Equipment” shall have the meaning set forth in Section 8.4.

“Club Season” shall mean a series of preseason, regular season and postseason NFL football games of Club (currently twenty (20) in number, not including postseason games), commencing on the day of Club’s first scheduled preseason football game during an NFL Season and ending at midnight after the last to occur of Club’s final scheduled regular season football game or final postseason playoff football game, if any, during such NFL Season. Any reference to a Club Season for a particular year shall refer to the year in which Club’s first scheduled preseason football game shall be played notwithstanding that the end of such football season may occur in a subsequent calendar year.

“Club Seat Lounge Areas” shall mean those areas or locations in the Stadium Building identified by hash marks in Exhibit A-7, which areas or locations shall be modified to correspond to the areas or locations labeled as “Club Seat Lounge Areas” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Club Signage” shall mean Signage that primarily promotes, markets or advertises Club, the NFL or their respective Affiliates (including, with respect to the NFL, NFL teams), including any “ring of fame” or similar acknowledgment of players, coaches or other Persons by Club.

“Club Ticket Office Portion” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-8, which area or location shall be modified to correspond to the area or location labeled as “Club Ticket Office Portion” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Club Use Rights” shall have the meaning set forth in Section 2.1.

“Coaching Staff Family Lounge” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-9, which area or location shall be modified to correspond to the area or location labeled as “Coaching Staff Family Lounge” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Commencement CPI” shall have the meaning set forth in Section 24.1(c).

“Commissioner” shall mean the Commissioner of the NFL.

“Compensated Person” shall mean the Person or Persons entitled to, or claiming a right to, compensation under Article 23.

“Compensating Person” shall mean the Person or Persons claimed by the Compensated Person to be obligated to provide compensation under Article 23.

“Concessionaires” shall mean those parties who sell or offer for sale Concessions at the Stadium or who provide services, such as managing the Parking Allotment, at the Stadium.

“Concessions” shall mean catered, prepared and prepackaged food and alcoholic and non-alcoholic beverages (but shall not include Novelties and other non-food items) sold or offered for sale during events held at the Stadium.

“Conforming Statements” shall have the meaning set forth in Section 3.2(a).

“Construction Failure” shall have the meaning set forth in the Development Agreement.

“Convention/Meeting Room Lobby” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-10, which area or location shall be modified to correspond to the area or location labeled as “Convention/Meeting Room Lobby” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“County” shall have the meaning set forth in the recitals to this Agreement.

“Customer Parking Allotment” shall mean those areas or locations at the Stadium identified by hash marks in Exhibit A-11, which areas or locations shall be modified to correspond to the areas or locations labeled as “Customer Parking Allotment” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“CPI” shall mean the Consumer Price Index For All Urban Consumers (All Items – Chicago-Gary-Kenosha IL-IN-WI) (Series ID CUURA207SAO) as published by the U.S. Department of Labor, or if that index ceases to be published, another index which most closely approximates such index.

“Design Development Drawings” shall have the meaning set forth in the Development Agreement.

“Designated Broadcasters” shall mean those broadcasters designated by Club or the NFL to broadcast and transmit Club Games by radio, television, cable, satellite transmission, pay-per-view, wireless networks, telephone, internet, electrical power lines, data transmission lines, world wide web (including video streaming), or by any and all other communications media or methods, whether presently existing or hereafter developed. For the avoidance of doubt, Club and/or the NFL or any of their Affiliates may be the Designated Broadcasters designated by Club.

“Destruction Event” shall have the meaning set forth in Section 20.1.

“Development Agreement” shall have the meaning set forth in the recitals to this Agreement.

“Direct Competing Product/Service” shall mean a product or service that is included within or that competes directly with a Protected Product/Service Category and all copyrights, logos, symbols, names, trademarks and service marks related thereto.

“Direct Competitor” shall mean a Person that sells or provides one or more Direct Competing Products/Services and all copyrights, logos, symbols, names, trademarks and service marks thereof.

“Discriminatory Taxes” shall mean any tax, user fee or other monetary obligation, fee, charge or penalty (other than the Ticket Tax) imposed or increased after the Effective Date directly or indirectly by CIB, MCCRFA, the County or City, or any affiliate or related municipal entity of any of the foregoing (except as specifically mandated or required to be so imposed or increased by Authority, the State or any other state or federal Governmental Authority), associated with attendance or participation of any Person at any event in the Stadium, the licensing of any Suite, the Annual Rental Payment Amounts paid by Club under this Agreement, or the income derived by Club or its employees as a result of Club Games being played at the Stadium, which tax, user fee or other mandatory obligation, fee, charge or penalty is not imposed in a proportionate and comparable manner upon those Persons attending or participating in events in all venues owned, controlled or operated, directly or indirectly, by Authority, CIB, MCCRFA, the County or City, or any affiliate or related municipal entity of any of the foregoing, and seating more than five thousand (5,000) persons, including Conseco Fieldhouse and Victory Field and any other venue in which professional basketball, baseball, football, hockey, soccer or any other professional sport is then played, the licensing of suites in such venues, the rental payments made by the tenants of such venues, or the income derived by the tenants of such venues or such tenants’ employees.

“Effective Date” shall have the meaning set forth in the preamble to this Agreement.

“Eminent Domain” shall have the meaning set forth in Section 21.2.

“Entitlement Rights” shall mean the right to name any and all portions of the Stadium, including particular concourses, stadium sections, parking lots and the like.

“Entitlement Rights Agreement” shall have the meaning set forth in Section 16.5(a).

“Environmental Laws” shall mean all federal, state and local statutes, common law principles, rules, regulations, ordinances, permits, licenses, written approvals, orders, writs, injunctions, judgments and consent decrees relating to pollution control, protection of environmental quality, or protection of the health or safety of workers or the public from exposure to Hazardous Materials, including Laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or hazardous, toxic or dangerous substances, materials or wastes in the environment (including ambient air, surface water, ground 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 any “Superfund” or “Superlien” Law (including those otherwise referenced in this definition) and each of the following statutes and the regulations promulgated thereunder, in any similar applicable federal, state or local law, rule or regulation, each as amended: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980; (ii) the Solid Waste Disposal 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 1969; (ix) the Superfund Amendments and Reauthorization Act of 1986; (x) Title III of the Superfund Amendments and Reauthorization Act of 1986; (xi) the Federal Insecticide, Fungicide and Rodenticide Act; (xii) provisions of the Occupational Safety and Health Act of 1970 relating to the handling of and exposure to Hazardous Materials; and (xiii) any state or local analogue to any of the foregoing.

“Environmental Permits” shall mean all permits, licenses, approvals, consents or other authorizations required or granted by any Governmental Authority that are required by or pursuant to any applicable Environmental Law.

“Environmental Provisions” shall have the meaning set forth in Section 8.11(a).

“Excepted Areas” shall mean the CIB Offices, the Exhibition Space, the Security Offices, the Ticket Office, the Food Service Offices, the Maintenance/Storage Areas, the Meeting Rooms, the Convention/Meeting Room Lobby and the Auxiliary Locker Rooms.

“Exhibition Space” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-12, which area or location shall be modified to correspond to the area or location labeled as “Exhibition Space” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Existing Lease” shall have the meaning set forth in the recitals to this Agreement.

“Expedited Arbitration” shall have the meaning set forth in Section 25.12.

“Field” shall mean the Stadium Building’s playing field (including the playing surface), end zones and sidelines.

“Final Payment Date” shall have the meaning set forth in Section 2.2.

“Food Service Offices” shall mean the areas or locations in the Stadium Building identified by hash marks in Exhibit A-13, which areas or locations shall be modified to correspond to the areas or locations labeled as “Food Service Offices” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Force Majeure Event” shall mean any event beyond the reasonable control of the party affected (or any employee, representative, agent or independent contractor of the party affected) that prevents or delays such party’s performance of its obligations (other than its obligations to make payments of money) under this Agreement, including strikes, work stoppages, labor unrest, transportation stoppages, riots, wars, terrorism, acts of military authorities, national emergencies, floods, fires, earthquakes, tornadoes or acts of God.

“Franchise” shall mean the franchise granted to Club by the NFL.

“Future Marketing Rights” shall mean Marketing Rights which may come into existence or evolve over time, including Marketing Rights available through new technologies. 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 sections, new technologies for broadcast of live action plays and replays, and communication devices enabling displays or audio casts or broadcasts of field and coaching activities.

“Future Marketing Rights Agreement” shall have the meaning set forth in Section 16.6(a).

“Game Day” shall mean a day during the Term on which a Club Game is played at the Stadium; provided, however, that if a Club Game ends close to or after midnight, the meaning of Game Day shall be extended to include the amount of time in the next succeeding day needed to complete such Club Game and a reasonable period thereafter to allow Club and its Invitees to leave the Stadium after the completion of such Club Game.

“Game Day Expenses” shall mean, for each Club Game played at the Stadium, (i) the aggregate amount of Game Day personnel expenses incurred by CIB pursuant to Section 7.1(e) and expenses incurred by CIB pursuant to Section 7.1(f) and Section 7.1(g), each of which shall be reimbursed by Club as contemplated in Section 7.2(f), (ii) any expenses incurred by Club for additional security as permitted by Section 7.2(e), (iii) the expenses incurred by Club to provide the public address announcer and the time clock keeper(s) as contemplated in Section 7.2(b), (iv) credit card service charges incurred with respect to tickets sold for such Club Game, (v) the out-of-pocket expenses incurred for game-day liability insurance, (vi) the out-of-pocket expenses incurred for pre-game, half-time and post-game events and entertainment, (vii) the out-of-pocket expenses incurred with respect to the Video Boards and (viii) the amount of expenses incurred by CIB and reimbursed by Club as contemplated in Section 6.3.

“Game Ready Condition” shall have the meaning set forth in Section 7.1(b).

“Governmental Authority” shall mean the government of the United States or any foreign country or any state or political subdivision thereof and any entity, body or authority exercising

executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any quasi-governmental entity established to perform such functions.

“Hall of Fame” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-14, which area or location shall be modified to correspond to the area or location labeled as “Hall of Fame” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Hazardous Materials” shall mean any hazardous, toxic or dangerous substance, material and waste, including petroleum and hydrocarbon compounds derived from petroleum (including naturally occurring or man-made petroleum and derivative hydrocarbons), flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, polychlorinated biphenyls, pesticides, herbicides and any other kind and/or type of pollutants or contaminants (including materials which include hazardous constituents), sewage, sludge, solvents and/or any other similar substances, materials or wastes that are or become regulated under any Environmental Law as hazardous or toxic.

“Indianapolis” shall have the meaning set forth in the recitals to this Agreement.

“Invitees” shall mean Club’s employees, players, representatives, agents, Club Contractors, guests, visitors, patrons, licensees (including Suite Licensees) servants, customers, spectators, ticket holders, visiting NFL teams (and their employees, agents, representatives, independent contractors, invitees, guests and visitors), invitees and press and media personnel to whom Club has given the right or a license to use or occupy the Stadium (or any portion thereof) in accordance with the terms and conditions of this Agreement.

“Law” shall mean any law, statute, regulation, ordinance, rule, order, decree, judgment, consent decree, settlement agreement, terms of any permit, license or written approval, or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority.

“Lease Termination Agreement” shall have the meaning set forth in the recitals to this Agreement.

“Lien” shall mean any lien, mortgage, encumbrance, charge, restriction, pledge, security interest, judgment lien or similar legal process, option, lease, sublease or right of any Person not a party hereto (other than the Master Lease, the Master Sublease, Permitted Encumbrances and liens created by Club or its employees, agents, representatives or Club Contractors on the Stadium).

“Loss” or “Losses” shall mean all losses (including losses of revenue), liabilities, costs, charges, judgments, claims, damages, penalties, fines and expenses (including attorneys’ fees and expenses and costs of investigation and arbitration or litigation).

“Maintenance/Storage Areas” shall mean those areas or locations in the Stadium Building identified by hash marks in Exhibit A-15, which areas or locations shall be modified to correspond to the areas or locations labeled as “Maintenance/Storage Areas” on the latest of the

Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Market Professional” shall have the meaning set forth in Section 20.2.

“Marketing Rights” shall mean Signage Rights, Advertising Rights, Naming Rights, Entitlement Rights and Future Marketing Rights.

“Marketing Storage Areas” shall mean those areas or locations in the Stadium Building identified by hash marks in Exhibit A-16, which areas or locations shall be modified to correspond to the areas or locations labeled as “Marketing Storage Areas” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Master Lease” shall have the meaning set forth in the recitals to this Agreement.

“Master Sublease” shall have the meaning set forth in the recitals to this Agreement.

“MCCRFA” shall mean the Marion County Convention and Recreational Facilities Authority.

“Media Rights” shall mean the following rights: (i) with respect to radio, television, cable, satellite transmission, pay-per-view, wireless networks, telephone, internet, electrical power lines, data transmission lines, 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, disseminate or otherwise reproduce through any method all or any part of all Club Events and all activities and information related thereto (which activities shall for all purposes of this definition include pre-game, half-time and post-game features and/or events and any and all visual, oral, data, digital and analog communications relating thereto); (ii) a non-exclusive, royalty-free license to use the name, likeness and historical material of the Stadium (as limited herein); (iii) the exclusive right of electronic insertion and deletion with respect to the broadcast, transmission, retransmission or other dissemination of Club Events and all activities and information related thereto; (iv) the exclusive right to photograph, film, televise, tape, radio broadcast and record in analog, digital or other forms of recording, whether presently existing or hereafter developed, Club Events, information and related activities; and (v) the right to license to other Persons all rights described in clauses (i) through (iv).

“Meeting Rooms” shall mean those areas or locations in the Stadium Building identified by hash marks in Exhibit A-17, which areas or locations shall be modified to correspond to the areas or locations labeled as “Meeting Rooms” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Naming Rights” shall mean the rights that may be granted to (or reserved for Club if Club is a Naming Rights Sponsor with respect to some or all of the Naming Rights) a Naming Rights Sponsor: (i) to name the Stadium, (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 Stadium, (iv) to require other Persons, including CIB and other users of the Stadium, to use such name in their references to the Stadium in advertisements, promotions, marketing initiatives or otherwise (v) to prohibit a Direct Competitor of the Naming Rights Sponsor from advertising, promoting or marketing itself or its products or services at the Stadium as provided in Section 12.2 and Section 16.2 and/or (vi) to use on a non-exclusive basis subject to the reasonable consent of CIB the image and likeness of the Stadium in advertising, promotions and marketing initiatives.

“Naming Rights Agreement” shall have the meaning set forth in Section 16.4(a).

“Naming Rights Sponsor” shall mean the Person or Persons to which Naming Rights have been granted or, in the event that Club in its sole discretion reserves some or all of the Naming Rights for its own use, Club.

“NCAA” shall mean the National Collegiate Athletic Association.

“NCAA Basketball Tournament” shall mean any game that is included in the Men’s or Women’s NCAA Annual Division I Basketball Championship tournament.

“NCAA Final Four” shall mean the final three championship basketball games played between the final four teams in each of the Men’s or Women’s NCAA Annual Division I Basketball Championship tournament.

“NFL” shall have the meaning set forth in the recitals to this Agreement.

“NFL Rules” shall mean the NFL’s Constitution, By-Laws, rules, regulations, Game Operations Manual, policies, mandates and agreements, in each case as amended and in effect from time to time.

“NFL Season” shall mean a series of football games which includes preseason and regular season NFL football games (currently twenty in number) and postseason NFL football games, commencing on the date of any NFL team’s first scheduled preseason football game and ending with the Super Bowl.

“Non-Allocable Concession Expenses” shall mean the general administrative and other overhead expenses (including the cost of food items or supplies purchased in bulk by the Concessionaire for general use at events held at the Stadium) of any Concessionaire during such calendar year that are not specifically allocable to Concession revenues from any particular event at the Stadium.

“Non-Club Event” shall mean any event to be held or sponsored at the Stadium (or any part thereof), other than a Club Event.

“Non-Game Concession Revenues” shall mean all amounts payable to CIB under any of its contracts or agreements with Persons (other than Club) relating to Concessions in connection with Non-Club Events (including payments to CIB from Concessionaires representing a percentage of, or amount based on, gross revenues derived from Non-Club Events). In the event that CIB operates Concessions itself, then the Non-Game Concession Revenues shall be deemed

to be forty percent (40%) of the gross revenues derived from such Concessions operations from Non-Club Events.

“Non-Game Event” shall have the meaning set forth in Section 5.2(b).

“Novelties” shall mean Club yearbooks, game programs, media guides, football score cards, football scorebooks, all publications, football pennants, footballs, glasses, cushions, banners, umbrellas, hats, shirts and other articles of clothing, buttons, handheld or other personal digital devices (whether or not related to a wireless network) and other game day merchandise, souvenirs and novelty items customarily sold to patrons at professional football events, and all items containing the name, logos or symbols of Club, other NFL teams or the NFL or its Affiliates.

“OMB” shall have the meaning set forth in the recitals to this Agreement.

“Operating Commencement Date” shall have the meaning set forth in the Development Agreement.

“Operating Expenses” shall mean all operating costs and expenses associated with the Stadium, including security (other than security on Club Event Days), all mechanical repairs, all housekeeping and trash removal, and heat, lighting, hot and cold water, electrical, HVAC, gas and other utilities.

“Optional Blackout Day” shall have the meaning set forth in Section 5.2(d).

“Optional Day” shall have the meaning set forth in Section 5.2(a).

“Original Furnishings” shall have the meaning set forth in Section 15.1(b).

“Owner’s Suite” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-18, which area or location shall be modified to correspond to the area or location labeled as “Owner’s Suite” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Parking Allotment” shall mean (i) the Authority Provided Parking and (ii) the CIB Provided Parking.

“Permanent Parking Spaces” shall have the meaning set forth in Section 2.1(b).

“Person” shall mean any individual, corporation (profit or not-for-profit), proprietorship, firm, partnership, limited partnership, limited liability company, trust, association or other entity.

“Profit Portion” shall mean all amounts payable to CIB under any of its contracts or agreements with Persons (other than Club) relating to Concessions or other services that are served, conducted or performed at the Stadium (other than parking) in connection with each Club Event Day (including payments to CIB from Concessionaires (other than parking vendors) or other product or service providers representing a percentage of, or amount based on, gross

revenues derived from Club Event Days). In the event that CIB operates Concessions itself, then the Profit Portion for Concessions shall be deemed to be forty percent (40%) of the gross revenues derived from such operations. In determining the Profit Portion for Club Event Days in any calendar year, the Non-Allocable Concession Expenses during such calendar year shall be allocated to, and shall reduce, the Concession revenues derived from Club Events in an amount equal to the result of (i) the amount of the Non-Allocable Concession Expenses for such calendar year, multiplied by (ii) a fraction, the numerator of which is the amount of Concession revenues derived from Club Events held at the Stadium during such calendar year and the denominator of which is the amount of Concession revenues derived from all events held at the Stadium during such calendar year. For 2008, the parties shall make a good faith estimate of the amount of Non-Allocable Concession Expenses to be allocated to the Concession revenues derived from Club Events, and in each calendar year thereafter, shall estimate the amount of Non-Allocable Concession Expenses to be allocated to the Concession revenues from Club Events to be the same as in the previous calendar year. As soon as practical after the end of each calendar year (but in no event later than sixty (60) days after the end of each such calendar year), (x) the parties shall calculate the actual amount Non-Allocable Concession Expenses to be so allocated to the Concession revenues derived from Club Events in accordance with the formula set forth in the third sentence of this definition and (y) CIB or Club (whichever owes a payment to the other based on the calculation performed pursuant to clause (x) of this sentence, as the case may be) shall promptly thereafter pay to the other the net amount so owed.

“Project Plans” shall have the meaning set forth in the Development Agreement.

“Prohibited Game” shall mean any Club Game that is not played at the Stadium because (i) Club is prohibited by Law (excluding any federal law, statute or regulation, but including any order, decree, judgment (other than a declaratory judgment that simply reduces a federal law, statute or regulation to a decree or judgment) or settlement agreement entered or approved by a federal court) from playing at the Stadium on the dates contemplated by Article 5 or Club or CIB is prohibited by Law (excluding any federal law, statute or regulation, but including any order, decree, judgment (other than a declaratory judgment that simply reduces a federal law, statute or regulation to a decree or judgment) or settlement agreement entered or approved by a federal court) from selling tickets for admission to, or from admitting, more than sixty thousand (60,000) persons to the Stadium or (ii) Club is prohibited or prevented from playing at the Stadium on the dates contemplated by Article 5 or Club or CIB is prohibited or prevented from selling tickets for admission to, or from admitting, more than sixty thousand (60,000) persons to the Stadium as a result of a Lien on the Stadium; provided, however, that any Club Game that otherwise would be a Prohibited Game pursuant to clause (i) of this sentence shall not be deemed to be a Prohibited Game in the event that such Law does not target Club or the Stadium, is of limited duration and is being generally and fairly applied to other stadiums or sports venues in Indianapolis or the State in which college or professional sporting events are played to address a public safety or security concern.

“Promoter Super-Suite” shall mean the Super-Suite to be included within the Set-Aside Suites, which Super-Suite shall be located in the area or location in the Stadium Building identified by hash marks in Exhibit A-19, which area or location shall be modified to correspond to the area or location labeled as “Promoter Super-Suite” on the latest of the Stadium Program,

the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Protected Product/Service Category” shall mean the primary categories of products or services produced or provided by the Naming Rights Sponsor from time to time as determined in accordance with Section 16.4(d).

“Qualifying Filing Teams” shall have the meaning set forth in Section 3.2(a).

“Quarterback Suite” shall mean the area or location in the Stadium Building identified by hash marks in Exhibit A-20, which area or location shall be modified to correspond to the area or location labeled as “Quarterback Suite” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Related Agreements” shall mean the Development Agreement, the Lease Termination Agreement, the Non-Disturbance Agreement, the Video Board Agreement and any other contract, lease, agreement or other instrument (and any and all amendments thereto) that is to be delivered pursuant to or in connection with this Agreement, the Development Agreement, the Lease Termination Agreement, the Non-Disturbance Agreement and the Video Board Agreement.

“Rental Payment” shall have the meaning set forth in Section 2.2.

“Required Parking Allotment” shall mean the parking spaces included within the Parking Allotment, but excluding the parking spaces included within the VIP Parking Allotment and the Permanent Parking Spaces.

“Restoration Period” shall mean, with respect to any Destruction Event, (i) if the Destruction Event occurred on a day that is within a Club Season, the time period commencing on the day of such Destruction Event and ending on the second anniversary of such Destruction Event and (ii) if the Destruction Event occurred on a day that is not within a Club Season, the time period commencing on the day of such Destruction Event and ending on the July 15 immediately prior to the third succeeding Club Season following such Destruction Event; provided that for purposes of this definition, the period beginning on the July 16 preceding a Club Season and ending on the day before the first day of such Club Season, shall be deemed to be within such Club Season.

“Security Offices” shall mean those areas or locations in the Stadium Building identified by hash marks in Exhibit A-21, which areas or locations shall be modified to correspond to the areas or locations labeled as “Security Offices” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Set-Aside Suites” shall mean those private box suites to be located in the areas or locations in the Stadium Building identified by hash marks in Exhibit A-22, which areas or locations shall be modified to correspond to the areas or locations labeled as “Set-Aside Suites”

on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Signage” shall mean logos, banners, advertising, signs and other visual media (including any electronic, ribbon, tri-vision and similar rotating or moving signage) that promote, market or advertise products, services, ideas, activities, persons, entities, organizations or anything else. Signage includes interior and exterior Signage and may be temporary or permanent.

“Signage Plan” shall mean the plan that sets forth the location, size, scope and type of Signage and Club Signage to be placed in the interior and on or about the exterior of the Stadium Building and otherwise at the Stadium which is attached hereto as Exhibit B.

“Signage Rights” shall mean the right to display, place and affix Signage and Club Signage, and the right to sell or license to other Persons the right to display, place and affix Signage on the interior and the exterior of the Stadium Building and otherwise at the Stadium.

“Signage Rights Agreement” shall have the meaning set forth in Section 16.2(a).

“Special Games” shall mean (i) the preseason or regular season games for which Club is designated as the “home team” but which are scheduled by the NFL at a location other than the Stadium (including the NFL Hall of Fame in Canton, Ohio and games played outside the United States) and (ii) the Super Bowl.

“Sponsorship Agreement” shall have the meaning set forth in Section 16.3(a).

“Stadium” shall mean (i) the Stadium Building, the plaza areas immediately adjoining the Stadium Building, the Authority Provided Parking, the Stadium Connectors and any other improvements as may exist within the Project Site from time to time during the Term and (ii) the CIB Provided Parking.

“Stadium Building” shall mean the state-of-the-art stadium with a retractable roof and capacity of not less than 63,000 (expandable to 70,000 on a temporary basis for the Super Bowl and possibly other individual events) to be constructed as contemplated on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Stadium Connectors” shall mean to the extent located within the Project Site (i) the sidewalks, driveways, pedestrian plazas, bridges or other paths of travel between the Stadium Building and the Authority Provided Parking, as contemplated by or set forth on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement and (ii) any other similar pedestrian and vehicular connections as may exist between the Stadium Building and the Authority Provided Parking or the CIB Provided Parking from time to time during the Term.

“Stadium Program” shall have the meaning set forth in the Development Agreement.

“State” shall have the meaning set forth in the recitals to this Agreement.

“Suite License Agreement” shall mean the contractual agreement between Club and a licensee by which a licensee receives the right to use and occupy a Suite for any period of time, which agreement, unless otherwise agreed by CIB and Club, shall be in the form attached hereto as Exhibit C.

“Suite Licensees” shall mean the licensee of a Suite pursuant to a Suite License Agreement or any Person to whom Club licenses the use of the Quarterback Suite whether or not pursuant to a Suite License Agreement or any other written agreement.

“Suites” shall mean the private box suites (including Super-Suites (other than the Promoter Super-Suite), mini-suites and the Quarterback Suite) to be built in the areas or locations in the Stadium Building identified by hash marks in Exhibit A-23, which areas or locations shall be modified to correspond to the areas or locations labeled as “Suites” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement; provided, however, that for the avoidance of doubt, the term “Suites” as used in this Agreement shall not include the Set-Aside Suites.

“Super Bowl” shall mean the AFC-NFC World Championship game played at the end of each NFL Season to determine its champion, or any alternate or successor game that replaces or supersedes the Super Bowl.

“Super-Suites” shall mean those areas or locations in the Stadium Building identified by hash marks in Exhibit A-24, which areas or locations shall be modified to correspond to the areas or locations labeled as “Super-Suites” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Team Equipment Room” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-25, which area or location shall be modified to correspond to the area or location labeled as “Team Equipment Room” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Team Family Lounge” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-26, which area or location shall be modified to correspond to the area or location labeled as “Team Family Lounge” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Team Restaurant” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-27, which area or location shall be modified to correspond to the area or location labeled as “Team Restaurant” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Team Storage Areas” shall mean those areas or locations in the Stadium Building identified by hash marks in Exhibit A-28, which areas or locations shall be modified to

correspond to the areas or locations labeled as “Team Storage Areas” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Team Store” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-29, which area or location shall be modified to correspond to the area or location labeled as “Team Store” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Term” shall mean the period (as the same may be modified as contemplated in this sentence) that shall begin on the Operating Commencement Date and end, unless sooner terminated only as permitted by Article 19, on August 31, 2038.

“Ticket Office” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-30, which area or location shall be modified to correspond to the area or location labeled as “Ticket Office” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“Ticket Tax” shall mean that certain fee that Authority may request CIB to impose upon each admission to a Club Game at the RCA Dome or at the Stadium pursuant to Indiana Code § 5-1-17-13(b)(12)(A).

“Total Gross Revenues” shall have the meaning set forth in Section 3.1.

“Training Facility” shall mean the buildings and real estate that constitute Club’s primary training facility and each and every future replacement for such facility. On the Effective Date, Club’s primary training facility is known as the Union Federal Football Center and is located at 7001 West 56th Street in Indianapolis.

“Video Board Agreement” shall mean the Video Board Agreement dated as of the Closing Date between CIB and Club.

“Video Boards” shall mean each video board, scoreboard, electronic display board, LED ribbon board, matrix message board and every information board at the Stadium, in each case as set forth on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement or by mutual agreement of Club and CIB.

“Video Control Area” shall mean that area or location in the Stadium Building identified by hash marks in Exhibit A-31, which area or location shall be modified to correspond to the area or location labeled as “Video Control Area” on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

“VIP Parking Allotment” shall mean those areas or locations at the Stadium identified by hash marks in Exhibit A-32, which areas or locations shall be modified to correspond to the areas

or locations labeled as "VIP Parking Allotment" on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

"Visiting Owner Suite" shall mean the suite included within the Set-Aside Suites that is included within the area or location in the Stadium Building identified by hash marks in Exhibit A-33, which area or location shall be modified to correspond to the area or location labeled as "Visiting Owner Suite" on the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement.

SECTION 1.2. Undefined Terms. All capitalized terms used but not defined in this Agreement, but which are expressly defined in the Development Agreement, shall have the meanings assigned to such terms in the Development Agreement. The parties acknowledge that certain capitalized terms are defined in both this Agreement and the Development Agreement and that such terms may have different meanings for purposes of the two agreements. In the event of any conflict between capitalized terms as expressly defined in this Agreement and the same or similar capitalized terms as expressly defined in the Development Agreement, the definitions in this Agreement shall control for purposes hereof, and the definitions in the Development Agreement shall control for purposes of the Development Agreement.

SECTION 1.3. Interpretation. The headings preceding the text of Articles and Sections included in this Agreement and the headings to Schedules and Exhibits attached to this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Reference to any Person includes such Person's successors and assigns to the extent such successors and assigns are expressly permitted by the terms of any applicable agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually. Without limiting the generality of the preceding sentence, references in Section 20.1, Section 23.2(c) and Section 23.3(c) to actions or omissions of a party's employees, representatives, agents, independent contractors or Club Contractors "acting in their respective capacities as such" shall mean such actions or omissions that occur while such Persons are at the Stadium, under such party's control or at such party's direction, for purposes of performing work, or otherwise providing services at the Stadium (regardless of whether the actual actions or omissions at issue are within the scope of such Person's or Persons' employment, agency or engagement). Reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument, including all exhibits and schedules thereto, as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof. Reference to any Laws means such Laws as amended, modified, codified, replaced or re-enacted, in whole or in part, including rules, regulations, enforcement procedures and any interpretations promulgated thereunder. Underscored references to Articles, Sections, clauses, Schedules or Exhibits shall refer to those portions of this Agreement. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Article, Section or clause of or Exhibit or Schedule to this Agreement. Unless

the context otherwise requires, use of the term “party” or “parties” herein shall mean “party hereto” or “parties hereto,” respectively and, except with respect to the Sections listed in Section 26.21, shall not include City. Any right to “receive” an amount or revenue hereunder shall mean the right to “receive and retain” such amount or revenue, as the case may be. No specific representation, warranty or covenant contained herein shall limit the generality or applicability of a more general representation, warranty or covenant contained herein. A breach of or inaccuracy in any representation, warranty or covenant shall not be affected by the fact that any more general or less general representation, warranty or covenant was not also breached or inaccurate. The use of the term “affiliate” shall mean, with respect to any specified Person, any other Person which, directly or indirectly, owns or controls, is under common ownership or control with, or is owned or controlled by, such specified Person. For the avoidance of doubt, neither the NFL nor any NFL team shall be, or be deemed to be, an affiliate of Club.

ARTICLE 2. CLUB USE RIGHTS AND RELATED PAYMENTS

SECTION 2.1. Club Use Rights. Subject to the terms and conditions expressly set forth in this Agreement, CIB hereby licenses, leases and grants to Club, and Club hereby accepts from CIB, the following rights during the following periods (collectively, the “Club Use Rights”):

(a) **Stadium.** Except as otherwise contemplated by this Agreement (including as necessary for CIB to perform its obligations under this Agreement, including those obligations set forth in Article 7, Article 9 and Article 12), Club shall have the exclusive right, authority, license and privilege to enjoy, use and occupy (i) the Club Exclusive Premises at all times during the Term and (ii) the Stadium (other than the CIB Exclusive Areas) on Game Days and Optional Days during the Term (collectively, Game Days and Optional Days shall be referred to herein as “Club Event Days”). The right to use and occupy the Club Exclusive Premises shall include the right to ingress and egress.

(b) **Parking Spaces.** Club shall have the exclusive right, authority, license and privilege to enjoy, use and occupy (and to rent, license or authorize the use of), in the aggregate, three thousand (3,000) surface parking spaces to be located within the Parking Allotment, all of which spaces may be used by Club and its Invitees on Game Days during the Term and shall include not less than (i) one hundred fifty (150) surface parking spaces to be located adjacent to the Stadium Building within the VIP Parking Allotment, all of which spaces may be used by Club, Club’s players and VIPs and Invitees as determined by Club on all Club Event Days, (ii) eight (8) surface parking spaces to be located immediately adjacent to the Team Store’s Capitol Street entrance in the Customer Parking Allotment, all of which spaces shall be one-hour parking spaces designated for use by customers of the Team Store during the normal business hours of the Team Store and which spaces may be used by such customers during the hours the Team Store is open for business on any day during the Term (provided that Club acknowledges and agrees that such spaces may not be available for use by customers of the Team Store on Club Event Days if access to such spaces is impeded due to traffic or security concerns) and (iii) fifteen (15) non-reserved surface parking spaces within the Parking Allotment that may be used by Club and its designees on a 24-hour per day, 365-day per year basis during the Term (such spaces, the “Permanent Parking Spaces”). Club and its Invitees shall have the exclusive right, authority, license and privilege to enjoy, use and occupy (and to rent, license or authorize the use

of), in the aggregate, not less than two thousand (2,000) spaces in the Parking Allotment on Optional Days that are weekend days and not less than one thousand (1,000) spaces in the Parking Allotment on Optional Days that are weekdays. In addition, CIB hereby grants to Club and its Invitees, during the Term, the right to use all bridges, walkways, connectors or other paths of travel at the Stadium owned, controlled or operated, directly or indirectly, by CIB, MCCRFA, the County or City (or any affiliate or related entity thereof).

(c) Suites. Subject to Section 15.3 and Section 15.4, during the Term, Club, the Suite Licensees and the invited guests of the Suite Licensees shall have the exclusive right, authority, license and privilege to use and occupy the Suites before, during and after Club Events and Non-Club Events. The use of Suites (other than the Quarterback Suite) by Suite Licensees and their invited guests shall be pursuant to a Suite License Agreement.

(d) Club Seat Lounge Areas. Club shall have the exclusive right to determine which of its Invitees shall be permitted to have access to the Club Seat Lounge Areas on Club Event Days. Notwithstanding the preceding sentence, CIB shall be permitted to enter the Club Lounge Areas to perform its express obligations hereunder.

(e) Sponsor Parties and Tailgate Parties. During the Term, Club shall have the exclusive right to use or to allow its Invitees to use on Game Days and other Club Event Days those portions of the Stadium (other than the CIB Exclusive Premises) that are appropriate and conducive for tailgate parties, promotional events, pep rallies and other similar and related activities sponsored by Club or by sponsors of Club. Club shall inform its sponsors that the materials displayed at such events, if any, shall not promote violence, expressly encourage illegal activity or the use of tobacco by minors, contain profanity, or relate to or promote illegal drug use or disreputable sexually-oriented businesses or enterprises, and Club acknowledges that CIB shall have the right to enforce such rules pursuant to Section 7.1.

(f) Signage, Video Boards and Sound System. During the Term, Club shall have the exclusive use of and control over Signage, Club Signage, the public address system (subject to Section 7.2(b)), Video Boards and the time clock on Club Event Days. Concurrently with the execution and delivery of this Agreement by the parties hereto, Club and CIB shall execute and deliver the Video Board Agreement.

(g) Other Rights. Club shall have all other rights provided for herein, including Marketing Rights, Media Rights and the rights set forth herein with respect to Concessions, Novelties, tickets, the Parking Allotment and wireless networks at the Stadium. Unless otherwise expressly set forth herein, Club shall have all of such rights during the Term.

(h) Other Permitted Uses. During the Term, Club shall have reasonable use of and access to the Stadium (other than the CIB Exclusive Areas) for purposes of (i) complying with all NFL Rules, including all security initiatives and other express mandates issued by the NFL, (ii) selling, licensing and contracting for all Marketing Rights and Suite licenses at or involving the Stadium and all activities related thereto, including providing tours to current or prospective sponsors, Suite Licensees and advertisers during normal weekday hours upon reasonable advance notice to CIB and (iii) all other activities reasonably related to the rights and obligations of Club as provided in this Agreement (including the rights granted to Club in Section 9.4).

Without limiting the generality of the foregoing, Club shall have the right to grant the visiting NFL team in any Club Game the right to use the Stadium for practice or other purposes to the extent expressly required by NFL Rules, unless such required access would prevent CIB from holding a Non-Club Event that was scheduled prior to the time CIB received notice from Club of the request by a visiting NFL team for practice or other access to the Stadium and the date and time thereof. In such event that the required access to the Stadium by the visiting NFL team would prevent CIB from holding a previously scheduled Non-Club Event, CIB and Club shall arrange for use of locker rooms (including use of locker rooms in the Stadium Building, it being understood that Club shall have no obligation to permit the visiting NFL team to use locker rooms at the Training Facility or the Club Locker Room) and practice fields (including use of practice fields at the Training Facility) as is reasonably satisfactory to Club for use by the visiting NFL team. None of the uses set forth in this Section 2.1(h) shall reduce the number of Optional Days to which Club is entitled in any calendar year.

(i) Invitees. For the avoidance of doubt and notwithstanding anything to the contrary set forth in this Agreement (other than Section 7.1(a)), the Club Use Rights shall in all cases include the right of Club to invite Invitees to use and occupy the Stadium (other than the CIB Exclusive Areas) or any or all of the applicable portions thereof; provided, however, that in no event shall Invitees be deemed to have greater rights or licenses than Club itself. In addition, CIB agrees that Club and its Invitees are granted any and all necessary or appropriate rights of ingress and egress to and from the Stadium (other than the CIB Exclusive Areas) for the use and occupancy thereof and all uses related thereto.

SECTION 2.2. Payments by Club to CIB. In consideration for the Club Use Rights, Club shall pay rent to CIB in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each Club Season during the Term (the "Annual Rental Payment Amount"); provided, however, that in the event that Club plays fewer than ten (10) preseason, regular season or postseason Club Games at the Stadium during any Club Season as a result of a breach by CIB of its obligations under this Agreement, then the Annual Rental Payment Amount for such Club Season shall be reduced by an amount equal to Twenty-Five Thousand (\$25,000) for each such Club Game that could not be played at the Stadium as a result of such breach by CIB and which had the effect of reducing the number of games played to fewer than ten (10). The Annual Rental Payment Amount (as the same may be adjusted as provided in the preceding sentence) shall be paid by Club to CIB in two installments of One Hundred Twenty-Five Thousand Dollars (\$125,000) (each, a "Rental Payment"), with the first Rental Payment to be paid by Club to CIB on or before November 15 of each Club Season and the second Rental Payment to be paid by Club to CIB on or before the date that is thirty (30) days following the conclusion of each Club Season (the "Final Payment Date"); provided, however, that (i) if Club has played no Club Games at the Stadium prior to November 15 of such Club Season as a result of a breach by CIB of its obligations under this Agreement, then Club shall not be required to pay the first Rental Payment, but shall be required to pay the full Annual Rental Payment Amount (as the same may be adjusted as provided in the first sentence of this Section 2.2) on or prior to the Final Payment Date.

SECTION 2.3. Right of Offset; Interest.

(a) Offset. In the event CIB fails to pay when due any amounts contemplated to be paid by CIB to Club pursuant to this Agreement, Club shall have the right to reduce the Annual Rental Payment Amount, or any other amounts otherwise required to be paid by Club to CIB, by the full amount of such past-due payments including the interest provided for in Section 2.3(b). In the event Club fails to pay when due the Annual Rental Payment Amount or any other amounts contemplated to be paid by Club to CIB pursuant to this Agreement, CIB shall have the right to reduce the amount of any payments otherwise required to be paid by CIB to Club by the full amount of such past-due payments including the interest provided for in Section 2.3(b). The rights granted to Club and to CIB under this Section 2.3(a) may be exercised by notice to the other party.

(b) Overdue Interest Rate. All amounts not paid by a party when due shall bear simple interest at the rate of 6% per annum for the first thirty (30) days during which such amounts are past due and thereafter at the lower of (i) the rate of 18% per annum and (ii) the highest annual interest rate permitted by Law.

ARTICLE 3. TERM OF LEASE

SECTION 3.1. Agreement Term. The term of this Agreement shall begin on the Effective Date and end, unless sooner terminated only as permitted by this Section 3.1 or as otherwise provided in Article 19, on August 31, 2038 (such period, as the same may be so modified, the "Agreement Term"). Notwithstanding the foregoing, in the event that Club is not among the top five (5) NFL teams in total gross operating revenues ("Total Gross Revenues") for the 2030 Fiscal Year (as determined and evidenced in the manner set forth in Section 3.2), Club shall have the right to terminate this Agreement without cause at its sole discretion effective as of August 31, 2035, by providing notice to CIB of Club's decision to exercise such termination right no later than August 31, 2032; provided, however, that, in the event Club so exercises such termination right, then CIB may, in its discretion, elect to terminate this Agreement effective as of March 31, 2035 by providing notice to Club of such election not later than sixty (60) days after CIB's receipt of Club's termination notice.

SECTION 3.2. Determination of Top Five (5) in Total Gross Revenues.

(a) Calculation of Total Gross Revenues. The Total Gross Revenues of each NFL team for the 2030 Fiscal Year shall be derived from the "conforming statements" or equivalent financial statements that are required to be filed with the NFL by Club and the other NFL teams pursuant to NFL Rules (the "Conforming Statements") prepared on a consistent basis for the 2030 Fiscal Year for each such NFL team (the "2030 Conforming Statements"). For purposes of determining whether Club is among the top five (5) NFL teams in Total Gross Revenues for the 2030 Fiscal Year, only the NFL teams that are in existence and have a valid franchise from the NFL during the entire 2030 NFL Season and have so filed their 2030 Conforming Statements shall be included as an NFL team for purposes of making such determination (such teams, the "Qualifying Filing Teams"); provided, however, that in the event that Club is among the top five (5) NFL teams in Total Gross Revenues based on the 2030 Conforming Statements of the Qualifying Filing Teams and more than five (5) NFL teams have not so filed their 2030 Conforming Statements (or, alternatively, in the event that NFL teams are not required to file Conforming Statements or equivalent financial statements with the NFL with respect to the 2030

Fiscal Year), then (i) in the event that Club's regular season home game attendance is not among the top (5) NFL teams in regular season home game attendance for the 2030 NFL Season based on attendance information delivered by each NFL team to the NFL, Club shall be conclusively determined not to be among the top five (5) NFL teams in Total Gross Revenues for the 2030 Fiscal Year and (ii) in the event that Club's regular season home game attendance is among the top (5) NFL teams in regular season home game attendance for the 2030 NFL Season based on attendance information published by each NFL team, Club shall be conclusively determined to be among the top five (5) NFL teams in Total Gross Revenues for the 2030 Fiscal Year.

(b) NFL CFO Affidavit. In the event that Club exercises its right to terminate this Agreement effective as of August 31, 2035 pursuant to the last sentence of Section 3.1, then the notice required to be provided by Club to CIB in connection therewith shall be accompanied by a supporting affidavit of the Chief Financial Officer (or, if there is no officer of the NFL with such title, the principal financial officer performing similar functions) (the "CFO Affidavit") confirming that either: (i) based on a review of the information derived from the 2030 Conforming Statements filed with the NFL by NFL teams, Club is not among the top five (5) NFL teams in Total Gross Revenues for the 2030 Fiscal Year or (ii) in the event that more than five (5) NFL teams have not filed 2030 Conforming Statements with the NFL for the 2030 Fiscal Year (or, if Conforming Statements or equivalent financial statements are no longer required to be filed with the NFL by NFL teams pursuant to NFL Rules, that NFL teams are not required to file Conforming Statements with the NFL with respect to the 2030 Fiscal Year) and, based on the attendance information delivered to the NFL by NFL teams with respect to the 2030 NFL Season, Club's regular season home game attendance is not among the top five (5) NFL teams in regular season home game attendance for the 2030 NFL Season. CIB and City acknowledge and agree that (x) the CFO Affidavit shall be conclusive and binding evidence that Club is entitled to terminate this Agreement pursuant to the last sentence of Section 3.1 and (y) none of Club, the NFL, any NFL team or any other Person shall be required to disclose the 2030 Conforming Statements or any other Conforming Statements or equivalent financial information or statements (or any portions thereof, source data thereof, or data derived therefrom) of Club or any other NFL team, or any other confidential NFL team information or data.

ARTICLE 4. USE OF STADIUM

SECTION 4.1. No Other Professional Football Games. During the Term, no other professional football games (other than the Super Bowl, which may be played at the Stadium subject to mutual agreement between the NFL and CIB) shall be conducted at the Stadium without Club's prior consent, which consent may be withheld in its sole discretion. For the avoidance of doubt, the reference to "professional football games" in the preceding sentence shall not be deemed to include professional soccer games.

SECTION 4.2. No Disruptive Events. During the Term, no event shall be scheduled at the Stadium that CIB determines, in its good faith reasonable judgment, will result in lingering offensive odors in the Stadium Building or otherwise at the Stadium on a Club Event Day.

SECTION 4.3. Requirements to Play at Stadium.

(a) Club to Play Club Games at Stadium. During the Term, except for Special Games (as permitted in Section 4.3(b) and Section 4.3(c)) and except as permitted pursuant to Section 4.3(d) and Section 4.3(e), (i) Club shall play (and CIB shall permit Club to play) all of its Club Games at the Stadium, (ii) Club shall not schedule any Club Games to be played during the Term at a location other than the Stadium, (iii) Club shall not file an application with the NFL to relocate its Franchise, unless such application relates solely to a period that begins after the Term and (iv) Club shall not, nor shall Club permit any of its affiliates or any of its or their respective officers, directors, employees, agents or representatives to, directly or indirectly, solicit or knowingly encourage any other inquiries, proposals or offers from, or enter into or participate in any discussions, negotiations or other communications with, any Person to play Club Games at a location other than the Stadium; provided, however, that any discussions, negotiations or communications conducted during the Term that relate solely to the playing of Club Games at a location other than the Stadium after the end of the Term shall not be deemed to violate this clause (iv).

(b) Preseason Games. Club shall have the right to play preseason games at the Stadium in a manner that satisfies Club's obligations to the NFL. Club shall play one-half (1/2) of all such preseason games at the Stadium, except that Club shall have the right to play one Special Game in lieu of a Club Game at the Stadium during the preseason in any five (5) year period. In the event that Club plays an odd number of preseason games in a Club Season, Club may satisfy its obligations under the preceding sentence over two (2) Club Seasons.

(c) Regular Season. Club shall have the right to play only one Special Game at a location outside the United States in lieu of a Club Game at the Stadium during the regular season in any five (5) year period.

(d) Ability to Play at Alternate Venue in Limited Circumstances. Notwithstanding anything to the contrary set forth in this Agreement, Club shall be permitted to play any Club Game at an alternate venue (within or without the State) selected by Club in the event that Club is not then able to play such Club Game at the Stadium (or at the time of scheduling such Club Game at the alternate venue it was reasonably anticipated by Club, after consultation and cooperation with CIB and taking into account the determination of the Market Professional, if any, that Club would not be able to play such Club Game at the Stadium) due to a Destruction Event, Eminent Domain, a prohibition imposed by Law, or a breach of the Environmental Provisions.

(e) 2035 NFL Season and 2038 NFL Season. Notwithstanding anything to the contrary set forth in this Agreement, Club shall be permitted to schedule and play, and Club and its affiliates and its and their respective officers, directors, employees, agents and representatives shall be permitted to solicit and encourage inquiries, proposals or offers from, and to enter into and participate in discussions, negotiations or other communications with, any Person or Persons to play, any or all of its Club Games at an alternate venue (within or without the State) selected by Club (i) during the 2038 NFL Season and (ii) if Club exercises its right to terminate this Agreement effective as of August 31, 2035 pursuant to the last sentence of Section 3.1, during the 2035 NFL Season.

SECTION 4.4. Specific Performance.

(a) Acknowledgment Regarding Benefits to CIB, Indianapolis and the State. The parties acknowledge, agree and stipulate that (i) certain legislation was enacted, certain taxes have been imposed and certain bonds will be issued to permit construction of the Stadium and a primary purpose of the Stadium is for Club to play its Club Games at the Stadium during the Term, (ii) the public economic, civic and social benefits from Club playing Club Games at the Stadium as required by this Agreement are unique, extraordinary and immeasurable, (iii) particular and highly unique circumstances have given rise to the construction of the Stadium and to this Agreement and the Development Agreement, (iv) the subject matter of this Agreement is unique, (v) CIB, Indianapolis, the County, the State and the public at large will suffer immediate, unique and irreparable harm for which there would be no adequate remedy at law in the event that Club breaches its obligations under Section 4.3, Section 8.23, Section 8.24 and Section 26.8 and (vi) money damages for such breach could not adequately compensate CIB.

(b) Acknowledgment Regarding Benefits to Club. The parties further acknowledge, agree and stipulate that (i) Club has an obligation to the NFL and to other third Persons (including Invitees and Designated Broadcasters) to make the Stadium available for Club Games during each NFL Season during the Term and to play all such scheduled Club Games at the Stadium at the scheduled dates and times, (ii) Club will suffer immediate, unique and irreparable harm for which there would be no adequate remedy at law in the event that CIB breaches its obligations to permit Club to play Club Games at the Stadium during the Term as required by this Agreement or CIB breaches any of its other obligations under this Agreement (other than CIB's obligations to make any payments of money to Club pursuant to this Agreement) and (iii) money damages for such breach could not adequately compensate Club.

(c) Waiver. Each of the parties expressly waives the right to assert any claim contrary to any of the acknowledgments and stipulations set forth in Section 4.4(a) and Section 4.4(b).

(d) Consent to Personal Jurisdiction. The parties consent to the personal jurisdiction of the state and federal courts sitting in the County for purposes of equitable enforcement of the terms of this Agreement as set forth in this Section 4.4.

(e) Entitlement to Specific Performance and Related Remedies. The parties further acknowledge, agree and stipulate that (i) each party shall be entitled, without the necessity of posting bond or other security in excess of \$10,000 and without any further showing of irreparable harm, balance of harms or the inadequacy of money damages as a remedy, to obtain specific performance and any other temporary, preliminary or permanent injunctive relief for any breach or threatened or imminent breach of Section 4.3, Section 8.23, Section 8.24 or Section 26.8, (ii) the administration of a properly-tailored order for such relief under such circumstances would not be impractical and (iii) the court before which such action is brought shall have the authority to enter appropriate findings of fact, conclusions of law and a final judgment in such action.

ARTICLE 5. SCHEDULING OF EVENTS

SECTION 5.1. Club Granted Scheduling Priority. CIB shall reserve and ensure the availability to Club of, and Club shall have the exclusive right to, the following playing dates at

the Stadium in each NFL Season included in the Term during the months or on the dates set forth below:

(a) Opening and Closing Weekends. Notwithstanding anything to the contrary set forth in this Agreement, in the 2008 NFL Season and the 2009 NFL Season and in not less than eleven (11) of the next succeeding twenty-five (25) NFL Seasons during the Term, Club shall have the absolute right to play a Club Game at the Stadium on the Sunday during the first weekend of regular season play. After the 2009 NFL Season, Club shall have such right not less often than once every three (3) NFL Seasons; provided, however, that with respect to the 2035 NFL Season, the 2036 NFL Season and the 2037 NFL Season, Club shall have such right during at least two of such NFL Seasons. Club shall also have the absolute right during each NFL Season during the Term to play a Club Game at the Stadium on the Saturday and Sunday during the last weekend of regular season play. In addition, notwithstanding anything to the contrary set forth in this Agreement, Club shall have the absolute right to play a Club Game at the Stadium on the Thursday preceding the first weekend of regular season play during the NFL Season following a Club Season in which Club has won the Super Bowl.

(b) NFL Regular Season. During that part of each NFL Season in which seventeen (17) weeks of regular season games are played, Club shall have the absolute right to play a Club Game at the Stadium on at least thirteen (13) Sundays (and no more than two (2) consecutive Sundays will be unavailable to Club during each Club Season) and eight (8) Mondays; provided, however, that during each December and January of an NFL Season, Club shall also have the absolute right to play a Club Game at the Stadium each Thursday and Saturday immediately preceding, and each Monday immediately following, a Sunday on which a Club Game has been scheduled and upon which day there is no event scheduled at the Stadium as of the prior March 1. Club and CIB shall consult in good faith regarding any CIB request to schedule an event on any such date reserved pursuant to the preceding sentence and on which a Club Game has not yet been rescheduled. In the event that the regular season portion of the NFL Season is adjusted, Club's entitlement to available dates shall be in the same proportion as set forth in this Section 5.1(b). The rights granted to Club under this Section 5.1(b) are in addition to the rights granted to Club under Section 5.1(a).

(c) Postseason Games. During each NFL Season, Club shall have the exclusive right to play a Club Game at the Stadium on all days on which the NFL schedules postseason games (including playoff and championship games) until such time as Club has been eliminated as a possible participant in such game or games as the home team, or it has been determined by the Commissioner that such game or games are to be played elsewhere.

(d) Release of Regular Season Dates. Following the release of the schedule for each NFL Season, CIB shall be permitted to schedule Non-Club Events on dates for which no Club Game has been scheduled by the NFL to be played at the Stadium. This Section 5.1(d) is subject to Section 5.1(a), Section 5.1(b) and Section 5.1(c).

(e) Additional Dates. Subject to and without limiting CIB's obligations with respect to the dates described in Section 5.1(a), Section 5.1(b), Section 5.1(c) and Section 5.1(d), on or about March 1 of each year, CIB shall provide Club with a list of Non-Club Events scheduled at the Stadium during the upcoming NFL Season. Until the NFL finally determines Club's

schedule for the next NFL Season (which currently occurs on or around April 15), CIB shall inform and consult with Club prior to the scheduling of additional events at the Stadium during such NFL Season and shall use commercially reasonable efforts to provide Club with alternative dates if the NFL encounters difficulty or conflicts in scheduling Club Games in the Stadium or in the event of subsequent NFL schedule changes.

(f) NFL Schedule Changes. The obligations of CIB set forth in Section 5.1(a), Section 5.1(b) and Section 5.1(c) are based on the format of the NFL schedule in effect for the 2005 NFL Season, which includes a 17-week regular season commencing the weekend after Labor Day and a postseason concluding with the Super Bowl held on the fifth Sunday following the end of the regular season. In the event that the weeks included within the NFL schedule change, CIB shall use best efforts to honor its obligations as set forth in Section 5.1(a), Section 5.1(b) and Section 5.1(c); provided, however, that CIB shall not be required to cancel or otherwise reschedule any Non-Club Event that had been scheduled prior to the time CIB received notice of the change to the format of the NFL schedule.

SECTION 5.2. Optional Days.

(a) Number and Scheduling of Optional Days. As contemplated in Section 2.1(a)(ii) and subject only to previously scheduled Non-Club Events, for the purposes expressly set forth in Section 5.2(b), in addition to the other uses contemplated in Section 2.1, Club may use and occupy the Stadium (including, to the extent permitted in Section 2.1(b), the Parking Allotment) for a total of up to seven (7) days during each calendar year during the Term (each, an "Optional Day"). Club shall specify to CIB the dates of the Optional Days by giving notice thereof to CIB no later than thirty (30) days prior to each Optional Day and no earlier than one year prior to such Optional Day; provided, however, that up to two Optional Days may be scheduled as much as two years prior to such Optional Day. Notwithstanding the foregoing, in the event Club wishes to schedule one or more Optional Days during or following the postseason portion of any NFL Season during the Term, (i) if the Optional Day is to be held on a date that is being reserved by CIB for Club pursuant to Section 5.1(c), then Club shall be permitted to provide notice of such Optional Day no later than six (6) days prior to the date of such Optional Day and (ii) in the event that Club plays in the Super Bowl and wishes to schedule an Optional Day on the day of the Super Bowl or within the fourteen (14) day period following the Super Bowl, then Club shall be permitted to provide notice of an Optional Day no later than six (6) days prior to the date of such Optional Day (provided that Club shall be permitted to cancel such Optional Day without any charge or liability to Club so long as Club provides notice of such cancellation at least one (1) day prior to such Optional Day). Club shall not schedule on an Optional Day any Club Event that is reasonably anticipated to end after 6:00 p.m. on the day before a Club Game or a Non-Club Event without CIB's consent.

(b) Purpose and Promotion of Optional Days. Club shall be permitted to use such Optional Days for any purpose directly related to the football operations of Club or the marketing or promotion of Club or the NFL, including for Club team practices, intra-squad games, rallies, draft day events, tag days, exhibition games, autograph sessions, fan appreciation events, events for or with season ticketholders, sponsors or Suite Licensees, and any other marketing, sales, public relations and promotional events sponsored by Club (whether alone or in conjunction with the NFL and/or one or more sponsors) (each such event held on an Optional

Day, or any Club Game, shall be referred to herein as a "Club Event," and each Club Event other than a Club Game shall be referred to herein as a "Non-Game Event"). For the avoidance of doubt, Club shall be permitted to market or promote any Club Event (for any purpose described above) as an event for which Club or one or more other sponsors shall donate all or a portion of the proceeds from such Club Event to charity.

(c) Miscellaneous. Unless otherwise directed by Club in writing prior to each Optional Day, CIB shall install the playing surface (if not permanently installed) or uncover the playing surface and shall otherwise cause the Stadium (including the Field) to be in a Game Ready Condition; provided, however, that, in the event that the playing surface of the Field must be installed or uncovered solely for purposes of an Optional Day, then CIB shall be responsible for all costs related to such installation or uncovering of the playing surface only for the first four (4) of such installations or uncoverings in any year and Club shall be responsible for all costs related to any additional installations or uncoverings of the playing surface during any such year. Club shall consult with CIB in scheduling Optional Days to minimize the costs related to installation or uncovering of the playing surface and any other operational costs to be incurred by CIB in connection with an Optional Day. CIB shall cooperate with Club to make space in the Indiana Convention Center available for use by Club, in lieu of the Stadium, if the Stadium cannot be made available for such Optional Day as otherwise provided in this Section 5.2. In the event that Club and CIB mutually agree that Club may use and occupy the Stadium to conduct Club Events on other days in addition to the seven (7) days provided for during each calendar year of the Term, then any and all of such days shall be deemed to be "Optional Days" for purposes of this Agreement.

(d) Optional Blackout Days. Notwithstanding anything to the contrary set forth in Section 5.2(a), for purposes of determining availability of the Stadium for an Optional Day, the Stadium shall be deemed to be unavailable (i) from the period beginning on the date of the first game of any NCAA Basketball Tournament held at the Stadium and ending on the date of the last game of any NCAA Basketball Tournament held at the Stadium during any year (provided that the period beginning on the date of the first game of the first to occur of the Men's or Women's NCAA Basketball Tournament held at the Stadium and the date of the last game of the last to occur of the Men's or Women's NCAA Basketball Tournament held at the Stadium is not more than thirty (30) days) and (ii) up to twenty (20) additional days in any calendar year, each of which days must be days that are between scheduled Non-Club Events (each, an "Optional Blackout Day"). CIB shall notify Club of the dates of the Optional Blackout Days as soon as Non-Club Events are scheduled that give rise to Optional Blackout Days; provided, however, that (x) if CIB specifies any day between scheduled Non-Club Events as an Optional Blackout Day pursuant to clause (ii) of the preceding sentence, then CIB shall be required to specify to Club as Optional Blackout Days all days between such scheduled Non-Club Events and (y) CIB shall not be permitted to designate as an Optional Blackout Day (A) any day that has been previously specified by Club as an Optional Day pursuant to Section 5.2(a) or (B) the first day of the "NFL Annual Player Selection Meeting" (commonly known as the "NFL Draft Day") or the Saturday or Sunday of either of the next two following weekends. For the avoidance of doubt, the Stadium shall not be deemed to be unavailable pursuant to clause (i) of the first sentence of this Section 5.2(d) on any day of a game in any NCAA Basketball Tournament if the Stadium is merely an alternate or "back-up" site for such game.

SECTION 5.3. Postponements. The parties acknowledge that all Club Games are subject to being postponed, cancelled or rescheduled by order of the Commissioner at any time. CIB shall have the right to use the Stadium on any day on which such postponed, cancelled or rescheduled Club Game was originally scheduled, and all rescheduled Club Games shall be subject to the terms and conditions of this Agreement. Club shall provide notice to CIB as promptly as reasonably practicable after Club receives notice or otherwise becomes aware that any Club Game has been postponed, cancelled or rescheduled.

SECTION 5.4. Time of Game. Club shall have the right to designate, and later change in its sole discretion upon five (5) Business Days notice to CIB, the time of day at which any Club Game is to be played at the Stadium, so long as such rescheduled time does not prevent CIB's ability to host previously scheduled Non-Club Events. In the event of an emergency arising on, or immediately prior to, a Game Day, Club and CIB shall work together in good faith in making any decision to change the time of day at which the Club Game is to be played.

SECTION 5.5. Time Restrictions on Scheduling Events. CIB shall not schedule any Non-Club Event or other activity that is reasonably anticipated to end at a time that will prevent CIB from providing the Stadium to Club for a Club Game in a Game Ready Condition or for a Non-Game Event in a suitable condition (including in the manner required pursuant to Section 5.2(c)). No Non-Club Event shall be scheduled or held at the Stadium on a Game Day and no Non-Club Event shall interfere with Club's use of the Stadium on Optional Days. Notwithstanding the foregoing, CIB may use the Convention/Meeting Room Lobby, the Exhibition Space and the Meeting Rooms solely for set-up or tear-down activities that do not interfere with Club's use of the Stadium on Game Days so long as all such activities are undertaken in accordance with any security measures imposed by the NFL or otherwise relating to the conduct of a Club Game.

SECTION 5.6. Conflicts With Other Events. The parties acknowledge that the Stadium is a multipurpose facility. Due to Club's significantly favorable economic impact on Indianapolis and the State, (i) the parties acknowledge that Club shall be considered the prime and preferential tenant of the Stadium and (ii) CIB shall cooperate with Club and the NFL to maximize the scheduling flexibility of the Stadium to Club. The parties further acknowledge that it is in their best interests that the Stadium be made available for use for Non-Club Events, including entertainment events, graduations, sports activities (including auto sports and motorcross), conventions and trade shows. To such end, but subject to the other provisions of this Article 5, the parties shall consult with each other in good faith in connection with the scheduling of Non-Club Events, including with respect to reasonable accommodations for any previously-scheduled set-up or tear-down activities, so as to minimize conflicts between Club Games and Non-Club Events.

ARTICLE 6. TICKETS

SECTION 6.1. General.

(a) **Club Exclusive Control; CIB Complimentary Tickets.** Club shall have the exclusive control of, and direction over, the Club Ticket Office Portion and all admission passes and tickets to Club Games and other Club Events, and shall have the right to receive and retain

all revenues from ticket sales with respect to Club Games and other Club Events. Notwithstanding the foregoing, Club shall make available to CIB the number of tickets for admission to all Club Events at no charge or expense to CIB that is equal to the sum of the number of seats in the Set-Aside Suites (other than the Promoter Super-Suite and the Visiting Owner Suite) and the number of "standing room only" tickets customarily allocated by Club to Suites comparable to the Set-Aside Suites (other than the Promoter Super-Suite and the Visiting Owner Suite).

(b) Contact Persons for Tickets. In order to facilitate Club's and CIB's rights and obligations as contemplated in this Article 6, prior to June 1 of each year during the Term, each of Club and CIB shall designate in writing to the other the name and contact information (including telephone number, email address and postal address) for such party's primary contact person who will be responsible for issues related to tickets to Club Games and other Club Events.

SECTION 6.2. Prices and Manner of Sale and Distribution. Club shall determine in its sole discretion the prices for tickets to Club Games and other Club Events, the manner in which such tickets are to be sold or resold, the assignment, allocation and distribution of such tickets, and the terms and conditions of such tickets. Without limiting the generality of the foregoing, with respect to Club Events, Club shall have the exclusive right to distribute such complimentary tickets, sideline passes, official passes and VIP passes, visiting owner, press, media, photographers, security, Club personnel and other customary passes as may be permitted or required by the NFL or by Club in its discretion (including the exclusive right to operate a "will call" window with respect to such tickets and passes), subject in all events to the terms and conditions of this Agreement; provided, however, that the form of such passes shall be agreed between Club and CIB at least fourteen (14) days in advance of each Club Game and other Club Event. Club shall have the exclusive right to sell or to cause to be sold "standing room only" tickets for Club Events to the extent permitted under Law and by the state fire marshal and reasonably acceptable to CIB's insurance carrier.

SECTION 6.3. Ticket Office. CIB shall operate the Ticket Office (including the "will call" window for general ticket sales made in advance to the public) and hire and manage as employees or independent contractors of CIB all personnel working in the Ticket Office. Club authorizes CIB to sell during the Ticket Office's normal weekday hours of operation (as such hours of operation are reasonably determined by CIB) at no charge to Club, and CIB shall sell, such tickets to Club Games and other Club Events as Club shall approve and make available. The Ticket Office (including the "will call" window for general ticket sales made in advance to the public) shall be open and adequately staffed as reasonably requested by Club on Game Days and Optional Days during the hours directed by Club and during all other times outside of the Ticket Office's normal weekday hours of operation as may be requested by Club upon fourteen (14) days notice (or as promptly as reasonably practicable in the case of postseason ticket sales, provided that in such case Club shall be permitted to cancel its request without charge at any time prior to the day that the Ticket Office was requested to be open); provided, however, that (i) Club shall be required to reimburse CIB for the actual additional direct personnel costs (exclusive of benefits and overhead, except with respect to such personnel who are hired solely for the purpose of working at Club Games or Club Events) incurred by CIB at Club's request to operate the Ticket Office during such times, which reimbursement shall be made by Club to CIB

within fourteen (14) Business Days after the receipt by Club of an invoice therefor from CIB along with reasonable documentation of such expense and (ii) although CIB shall sell tickets and perform the other general functions requested by Club during such times, CIB shall continue to control and manage the Ticket Office (including the "will call" window for general ticket sales made in advance to the public) and related personnel during such times. CIB shall use reasonable efforts to cause the Ticket Office personnel to (x) be neatly and cleanly uniformed, polite, properly trained and competent and (y) during Club Events, not offend Invitees or unduly disturb or interfere with Club Games or other Club Events at the Stadium.

SECTION 6.4. Provision of Information. On each Game Day, CIB shall employ all existing electronic ticket scanning devices. CIB shall make available to Club as promptly as possible during and after each Club Game all information derived from electronic scanning devices used in connection with tickets to Club Games played at the Stadium (and from all other technologies that may be installed at the Stadium in the future). Subject to applicable Law, CIB shall make any and all such information (including attendance relating to Club Games) available to Club and shall not disclose any such information to other persons.

SECTION 6.5. Game Day Personnel. All personnel provided by CIB on Game Days pursuant to Section 7.1(e) or on Optional Days pursuant to Section 7.3 and Section 7.1(e) shall be admitted to the Stadium without charge on days that they are assigned to work.

SECTION 6.6. Non-Club Events. For each Non-Club Event, Club shall have the right to receive twenty percent (20%) of all complimentary non-Suite tickets made available to CIB and to purchase at face value twenty percent (20%) of all non-Suite tickets made available to CIB for purchase. CIB shall provide notice to Club of the number and seat locations of all such complimentary and non-complimentary non-Suite tickets available to it no later than thirty (30) days prior to each Non-Club Event, and Club shall advise CIB as to whether or not Club wishes to utilize such complimentary tickets and purchase such non-complimentary tickets within five (5) Business Days after Club receives such notice from CIB of their availability. Club's failure to so notify CIB in a timely manner shall be deemed to constitute Club's full waiver of its rights to such tickets.

ARTICLE 7. GAME DAY OBLIGATIONS AND EXPENSES

SECTION 7.1. CIB Rights, Obligations and Expenses

(a) **Stadium Subject to CIB's Control.** CIB shall have the right and be obligated to operate the Stadium on Game Days and shall do so in a manner that (i) provides to Club all of the benefits that are provided for, or are reasonably related to those benefits provided for, in this Agreement and (ii) promotes the timely and orderly playing of Club Games. CIB shall retain responsibility for the safety and security of the Stadium and all persons in and around the Stadium at all times. After consultation with Club prior to each Club Season before Club begins its sale of tickets, and in a manner consistent with the objectives set forth in the first sentence of this Section 7.1(a), CIB shall adopt a written policy regarding (x) the admission of persons into the Stadium Building on Game Days, (y) those items which may not be brought into the Stadium Building on Game Days and (z) the admission of vehicles into the Parking Allotment on Game Days. Each such policy shall thereafter be actively publicized by CIB. CIB shall thereafter

implement each such policy in a uniform and consistent manner on each Game Day. CIB may amend any such written policy during a Club Season only after consultation with Club and actively publicizing any such amendment. Except for emergency situations or as required by Law or directed by law enforcement personnel (in which event CIB shall have unrestricted access to all portions of the Stadium, including the Club Exclusive Premises, as necessary), CIB shall not direct its employees or independent contractors to disregard any written policy or to implement any such policy with disregard to its plain meaning. Nevertheless, on each Game Day CIB shall have the right to admit, or deny admission to, any person seeking entry into the Stadium Building or otherwise to the Stadium or any vehicle seeking entry into the Parking Allotment. Although CIB shall have responsibility for safety and security on Game Days, Club shall have the independent right (A) to eject (or cause CIB to eject) any person or item from the Stadium on Game Days, (B) to establish rules to be enforced by CIB in a reasonable manner with respect to Invitees having access to the Field and the parts of the Stadium through which the participants in the game require access (such as hallways and tunnels leading to the Field) and (C) to require a person in a vehicle to have a ticket (or a parking pass) to any Club Game in order to be admitted into the Parking Allotment. CIB acknowledges that its responsibilities under this Section 7.1(a) are to be satisfied in a reasonable manner consistent with the NFL's control over all competitive elements of the Club Games and the reasonable privacy needs of Club, the visiting team and the game officials in their respective locker rooms. This Section 7.1(a) shall not apply to the Club Exclusive Premises.

(b) Preparation and Operation of Stadium. CIB shall prepare, operate, repair and maintain the Stadium in a clean, orderly and inviting condition and shall have it in good order, condition and repair on all Game Days. The Stadium shall be prepared and operated in a manner that is consistent with generally accepted industry standards for other NFL stadiums (and, with respect to issues unique to stadiums with retractable roofs, generally accepted industry standards for NFL stadiums with retractable roofs) and, in all events, suitable for the patrons' enjoyment of, the safe conduct of, and the television, radio, satellite and other broadcast or transmission of, an NFL professional football game (at all times that the Stadium exists in the condition required pursuant to this Section 7.1(b), the Stadium shall be considered to be in a "Game Ready Condition"). "Game Ready Condition" shall not include the installation, operation, repair or maintenance of temporary equipment, systems or related facilities to be used by television, radio or satellite broadcasting or other media entities or personnel, including the Designated Broadcasters. Without limiting the generality of the foregoing, CIB shall make certain that:

- (i) the Field shall (A) consist of a high quality, properly installed playing surface, be of standard NFL dimensions, contain standard NFL markings, goal posts and nets in proper position, and otherwise conform to all NFL Rules and requirements, (B) have an adequate number of standard Field benches, tables and chairs and (C) have mid-field, end zone and other field decoration in a manner mutually agreed upon by CIB and Club;
- (ii) the Stadium shall have all equipment and fixtures necessary for playing a NFL professional football game and shall be prepared and operated in compliance with all NFL Rules;

- (iii) to the extent possible based on the lighting initially installed at the Stadium pursuant to the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement or installed pursuant to Section 9.2 or otherwise during the Term, the Stadium lighting shall meet all standards set by the NFL and the Designated Broadcasters for the game;
- (iv) all mechanical, heating, cooling, plumbing, sewer, electrical systems (including the system operating the retractable roof), utility systems, lighting systems, elevators and escalators, security systems, ticket scanning systems, Signage, Club Signage, wireless networks in accordance with Section 8.15, computer equipment in the Ticket Office, Video Boards and public address systems shall, consistent with the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement, be in good working order, condition and repair;
- (v) CIB shall have in place the personnel reasonably necessary to satisfy CIB's obligations hereunder;
- (vi) the Field (and the Stadium, including the stands, to the extent reasonably practicable) shall be reasonably free of debris;
- (vii) the Parking Allotment shall be in good order, condition and repair and in suitable condition for the purpose in which it is intended to be used hereunder;
- (viii) CIB shall have removed snow and ice from the Parking Allotment, the plaza areas immediately adjoining the Stadium Building and all Stadium Connectors and otherwise on the Project Site so as to permit reasonably safe and practical vehicular and pedestrian traffic;
- (ix) each of the Club Locker Room and the visiting team's locker room shall have hot water for showers in sufficient quantity, consistent with the requirements of the Project Plans, for an NFL football team and the game official's locker room shall have hot water for showers in sufficient quantity for the game officials;
- (x) if and so long as the retractable roof is closed, a comfortable temperature and humidity shall be maintained throughout the Stadium Building (and CIB shall endeavor to maintain temperature and humidity within the range reasonably requested by Club to the extent possible based on the systems installed pursuant to the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built prepared pursuant to the Development Agreement or pursuant to Section 9.2 or otherwise during the Term); and

- (xi) trash removal and the cleaning of restrooms is provided during each Game Day in a manner that minimizes overflowing trash receptacles and standing water, and maintains a reasonably uniform, tidy appearance of the Stadium.

(c) Designated Broadcaster Equipment; Stadium Lights. On Game Days, CIB shall provide, operate, repair and maintain all NFL required phone and audio hook-ups from each bench on the Field to respective coaches in the press box or coaches box, together with "ring down" phones, and shall provide radio and television booths and the Video Control Area with all electric and telephone leads necessary or appropriate to enable the Designated Broadcasters to conduct the broadcasts of Club Games. On Game Days, all lights shall be turned on by CIB immediately upon the request of Club.

(d) First Aid Facility. On Game Days, CIB shall pay for, control and provide reasonably adequate first aid facilities, including rooms for injured patrons. Club shall be responsible for providing its own ambulances, medical equipment, facilities, trainers and team doctors for the players, coaches and officials participating in Club Games.

(e) Game Day Personnel. On Game Days, CIB shall provide and furnish all personnel required to fulfill its obligations under this Article 7 to operate the Stadium, which personnel shall be either employees or independent contractors of CIB. CIB shall provide (i) the personnel necessary (but no more than are necessary) to conduct the tasks of ticket sales, ticket taking, parking, security and crowd control and (ii) medical personnel, technical personnel, Suite personnel, elevator operators, ushers, clean up personnel and any other miscellaneous employees requested by Club. These personnel shall be paid at reasonable and commercially competitive rates. All hiring of or contracting for such personnel shall be made by CIB after consultation with Club with respect to appropriate staffing categories and levels and the vendor firms to be hired. All personnel to be provided by CIB shall at all times be polite, neat, clean, properly uniformed (if required), properly trained and competent and shall not unduly disturb or offend Invitees or unduly disturb or interfere with Club Games at the Stadium. CIB shall give prompt attention to all reasonable complaints related to such personnel with a view to and in fact promptly correcting any such reasonable complaints to the extent reasonably possible. All personnel shall remain at the Stadium only while performing their assigned tasks, and shall not under any circumstances (during breaks or otherwise) be permitted to sit in any seats in the stands, Suites, or Club Seat Lounge Areas or otherwise be a spectator at the game.

(f) Set-Up. On Game Days (and, to the extent required, prior to any Game Day), CIB shall provide set up services (such as chairs in press box, fences, etc.), Field maintenance and ground crews, and shall arrange for all seating requirements for the press box and camera booths as requested by Club.

(g) Parking. Subject to Section 7.2(c), CIB shall have responsibility for the operations of the Parking Allotment. Although CIB shall have responsibility for safety and security on Game Days, all reasonable requests made by Club as to personnel or other matters relating to the operations of the Parking Allotment shall be promptly implemented by CIB. CIB shall have the exclusive right to contract with one or more Concessionaires to operate the Parking Allotment and to control and manage relationships with such Concessionaires.

However, CIB shall neither directly or indirectly accept from any Concessionaire operating the Parking Allotment any lump-sum payment of anticipated parking revenues, monies for capital improvements related to the parking lots, or any other monies or other items of value not based on actual parking revenues nor shall CIB's agreement with any such Concessionaire provide that such Concessionaire's compensation arrangement treats Club Games differently than other events held at the Stadium, without Club's consent, which consent may be withheld in its sole discretion. During the Term and for the one hundred eighty (180) day period thereafter, Club shall have the right from time to time to audit and examine and receive copies of all records, reports, supporting material and audit reports prepared by CIB or its agents or representatives (or otherwise made available to CIB) regarding parking operations at the Stadium.

(h) Roof. Subject in all instances to the Roof Operating Guidelines, Club shall have absolute control over the decision as to whether the retractable roof of the Stadium Building shall be opened or closed from time to time on each Game Day, which control shall commence six (6) hours prior to the scheduled start time of the Club Game and continue until one (1) hour after the end of the Club Game. Subject to mechanical issues and the Roof Operating Guidelines for the roof, CIB shall promptly comply with Club's requests regarding opening and closing the retractable roof on Game Days. Prior to and during each Game Day, until such time as Club obtains control over decisions with respect to the retractable roof, CIB shall take all actions reasonably necessary to keep the Field and stands dry for use by Invitees, players and other participants in Club Games.

(i) Costs. Except as expressly provided in Section 7.2(f), all of the obligations of CIB set forth in this Section 7.1 shall be without cost or expense to Club.

(j) Alcohol Policy. CIB shall establish a written policy with respect to the sale and consumption of alcoholic beverages at the Stadium on Club Event Days. In all events, the policy shall forbid the sale of alcoholic beverages to any person who is intoxicated, to any person not permitted by Law to purchase such beverages, and be consistent and in compliance with NFL Rules. In the absence of material changes in patron behavior or the practices at other NFL stadiums after the Effective Date, the parties anticipate that the sale of alcoholic beverages shall continue at least until the beginning of the second half of each Club Game. Club may elect to designate a certain section or portion of the Stadium on Game Days as "family friendly" or "alcohol free" and CIB shall use its reasonable efforts to implement a policy intended to prohibit the consumption of alcoholic beverages by persons sitting in any such designated areas.

(k) Smoking. Subject to Law, Club may establish all policies with respect to smoking in the Club Exclusive Premises. Subject to Law, CIB shall prohibit smoking in all other parts of the Stadium on Game Days, except certain exterior portions specifically designated by CIB and Club as smoking areas. Subject to Law, CIB shall prohibit smoking at all times in all Suites, the Set Aside Suites and Club Seat Lounge Areas.

SECTION 7.2. Club Rights, Obligations and Expenses.

(a) Club Control of Media. On Game Days, Club shall have exclusive use and control of the press box, camera, radio and television booths, in-house TV channel, motion

picture platforms and scoreboard and public address systems at the Stadium, provided that CIB shall have reasonable access to enable it to perform its obligations hereunder.

(b) Club Control of Game Production. On Game Days, Club shall provide and furnish the public address announcer and the time clock keeper(s) and shall have the right to designate and direct the performance of the public address announcer, Signage operator(s), scoreboard operator(s), Video Board operators and time clock keeper(s); provided, however, that CIB shall have reasonable and necessary use of the public address system and other means of public communication as required by Law as needed to address crowd control issues, security matters and emergencies.

(c) Parking. On Game Days, Club shall have exclusive control of the pricing and allocation of the Parking Allotment. In the event that spaces in the Parking Allotment are licensed for sale to the general public in connection with any Club Game, Club shall receive payment from CIB in an amount equal to any and all revenues from the Parking Allotment on Game Days no later than the 15th of the month following the month in which the Club Event occurred, assuming that such event occurred on or prior to the 25th of such month (provided that if a Club Event occurs after the 25th of a month, CIB shall pay such amount to Club no later than the 15th of the second following month).

(d) Control and Access. On Game Days, Club shall have the exclusive right to issue any and all permits to persons to enter the locker rooms, all Suites, the Promoter Super-Suite, the Visiting Owner Suite, press box, camera, radio booths, television booths, and to go on to the Field; provided, however, that CIB shall be permitted entry as is reasonably necessary to perform its obligations under this Agreement.

(e) Security. On Game Days, Club shall have the right, at its own expense, to employ additional security guards, and to provide personal protection for Club's independent contractors and employees at its discretion, to maintain order and secure the Field and locker rooms in cooperation with security personnel provided by CIB pursuant to Section 7.1(e).

(f) Expenses. Club shall reimburse CIB for the aggregate amount of the Game Day personnel expenses (consisting of wages and usual and customary hourly-based withholdings and deductions but excluding benefits and overhead) incurred by CIB pursuant to Section 7.1(e) and all expenses incurred by CIB pursuant to Section 7.1(f) and Section 7.1(g), which reimbursement shall be made by Club to CIB within fourteen (14) Business Days after the receipt by Club of an invoice therefor from CIB along with reasonable supporting documentation of such expenses. For the avoidance of doubt, Club shall not be required to reimburse CIB for personnel expenses incurred on a Game Day that would have been incurred in any event by CIB (including regularly employed engineers, janitors, maintenance crews and other personnel expenses incurred pursuant to Section 9.1).

SECTION 7.3. Rights and Obligations and Expenses on Optional Days. Subject to the first sentence of Section 5.2(c), (i) each of CIB and Club shall have the same rights, obligations and expenses with respect to Optional Days and the Club Events held on such Optional Days as are set forth in Section 7.1 and Section 7.2 with respect to Game Days and Club Games and (ii) all references in Section 7.1 and Section 7.2 to "Game Day(s)" and "Club

Game(s)” shall also be deemed to be references to “Optional Day(s)” and “Non-Game Event(s).” Without limiting the generality of the foregoing, CIB and Club shall coordinate with each other as to the estimated attendance at each Non-Game Event in order to assist CIB in determining the number and type of personnel required to be provided by CIB pursuant to Section 7.1(e) with respect to such Non-Game Event. For the avoidance of doubt, expenses contemplated within the definition of Game Day Expenses and incurred in connection with Optional Days or Non-Game Events shall be the responsibility of Club.

ARTICLE 8. CERTAIN OTHER COVENANTS, OBLIGATIONS AND AGREEMENTS

SECTION 8.1. Operating Expenses. During the Term, CIB shall be responsible for the timely payment of all Operating Expenses, except for such expenses that this Agreement expressly provides that Club is responsible for paying. All utilities, housekeeping and trash removal shall be provided without charge (i) to all users of the Stadium on Club Event Days and (ii) to all Suite Licensees and other sponsors and advertisers that have been granted Marketing Rights by Club during Non-Club Events. For the avoidance of doubt, CIB shall not recoup, or attempt to recoup, any Operating Expenses (whether related to the provision of such utilities, housekeeping, trash removal or otherwise) through direct or indirect fees or other chargebacks of such Operating Expenses to Club (except as expressly contemplated by Section 7.2(f)), the Suite Licensees or other sponsors or advertisers that have been granted Marketing Rights by Club.

SECTION 8.2. Liquor License. CIB or the Concessionaire(s) responsible for the sale of alcoholic beverages at the Stadium shall maintain at all times during the Term a liquor license (either in its name or in the name of such Concessionaire(s)) so as to permit alcoholic beverages to be sold and consumed at the Stadium and in the Suites. CIB shall take no action nor allow any action by its Concessionaire(s) to cause the revocation of such license and shall promptly take any and all action reasonably necessary or required for the reinstatement of such license.

SECTION 8.3. Subletting. Club shall not sublet the Stadium without the consent of CIB, which consent may be withheld by CIB in its sole discretion. For the avoidance of doubt, this Section 8.3 shall not apply to any Marketing Rights, Suite License rights, ticket sales or other advertising or marketing rights granted by or to Club pursuant to this Agreement.

SECTION 8.4. Trade Fixtures and Equipment. All fixtures, personal property, furnishings, furniture or equipment installed or placed upon or in the Stadium Building or otherwise at the Stadium by Club (“Club Personal Equipment”) shall remain the property of Club (all of which fixtures, personal property, furnishings, furniture or equipment shall be acquired and installed at Club’s expense and shall be listed on an inventory list provided by Club to CIB that is updated at least annually by Club). At any time (including upon the expiration or termination of this Agreement), Club shall be entitled to remove all fixtures, personal property, furnishings, furniture and equipment owned by Club on the Operating Commencement Date or placed by Club upon or in the Stadium Building or otherwise at the Stadium during the Term, including, as applicable, Club Signage, Signage, championship banners and the “ring of fame”; provided, however, that upon the expiration or earlier termination of this Agreement, CIB may require Club to remove all Club Personal Equipment within a reasonable time and Club shall repair all damage caused to the Stadium resulting from Club’s removal of the Club Personal Equipment, ordinary wear and tear excepted.

SECTION 8.5. Covenant of Quiet Enjoyment. With the exception of the acts of Club or any Person or Persons acting under or through Club, CIB covenants and agrees that Club, upon keeping and performing Club's material covenants, duties, obligations and agreements set forth in this Agreement, shall lawfully, peaceably and quietly hold, occupy and enjoy the Stadium (other than the CIB Exclusive Areas) on Club Event Days and the Club Exclusive Premises and the Permanent Parking Spaces, during the Term, for the uses and purposes herein described without hindrance, disturbance, ejection or molestation by CIB or any Person or Persons claiming under or through CIB or by any other Person arising out of or resulting from any matter, cause or thing whatsoever. CIB shall at all times during the Term have all of the rights and authority to perform all of its obligations hereunder. CIB shall not create or, after the Operating Commencement Date, permit to exist any Lien on the Stadium or any portion thereof that will disturb or interfere with Club's rights or interests under this Agreement or that would not be subordinate to Club's rights and interests under this Agreement. CIB shall not allow a foreclosure or similar proceeding to occur on any Lien which will disturb or interfere in any manner with Club's rights or interests under this Agreement, and CIB shall take any and all such actions necessary or advisable to remove the existence of any such Lien or to avoid or terminate any such foreclosure or similar proceeding (including the posting of an appropriate bond). If CIB breaches any of its obligations under the two preceding sentences, then after providing notice to CIB and CIB's failure to commence actions to remedy such breach as soon as reasonably practicable but in any event no later than five (5) days after receipt of such notice and to at all times thereafter use diligent efforts to remedy such breach as soon as reasonably practicable (which diligence may include paying Persons overtime or premium wages), Club may take (but shall have no obligation to take) any and all such actions it deems necessary or advisable to remove the existence of any such Lien or to avoid or terminate any foreclosure or similar proceeding, and upon Club's taking of any such actions and delivery to CIB of reasonable evidence of the expenses associated therewith, CIB shall reimburse Club for all of such reasonable Losses suffered or incurred by Club promptly following receipt of invoices or other reasonable documentation of such Losses (and such payment shall be deemed prompt if paid not later than the 15th of the month following the month in which CIB receives such invoice or other reasonable documentation of such Losses; provided, however, that if CIB receives any such invoice or other reasonable documentation later than the 25th of a month, then not later than the 15th of the second following month). Inasmuch as Club shall be permitted to undertake any actions described in this Section 8.5, in any dispute regarding the Losses incurred or suffered by Club pursuant to this Section 8.5, the Losses incurred by Club shall be presumed to be reasonable. For the avoidance of doubt, Club may take (but shall have no obligation to take) any and all such actions it deems necessary or advisable to remove the existence of any such Lien or to avoid or terminate any foreclosure or similar proceeding if, notwithstanding whether CIB has used diligent efforts to remove the existence of (or bond over) such Lien, Club believes, in its good faith judgment, that CIB's efforts in such regard are not sufficient to ensure that the Stadium will be in a condition that will allow Club to play a Club Game on any Game Day without the loss of revenues that could reasonably be anticipated had such Lien not been in existence (or bonded over, as applicable). Club shall provide reasonable notice to CIB prior to taking any action to cure a default by CIB as permitted under this Section 8.5 and CIB shall not unreasonably interfere with any such action by Club. Notwithstanding anything in this Section 8.5 or in any other provision of this Agreement, CIB shall have the right to mortgage its right, title and interest in the Stadium to a non-governmental institutional lender or a non-governmental

institutional indenture trustee with appropriate background and expertise in large scale public developments, so long as the Master Lease, the Master Sublease and this Agreement and OMB's, CIB's and Club's right, title and interest in the Stadium remain superior to any such mortgage and the mortgagee enters into a non-disturbance and attornment agreement reasonably satisfactory to Club. CIB shall not amend the Master Sublease in a manner that causes this Agreement to be in conflict with the Master Sublease.

SECTION 8.6. Blue Laws. CIB and City represent, warrant and covenant that except as otherwise disclosed to Club in writing, there are no "blue laws," Sunday closing or similar Laws currently in effect or, to its knowledge, proposed or anticipated which may affect the time, date or dates of the playing of a Club Game at the Stadium and CIB and City shall each use its reasonable efforts to ensure that no such Laws are enacted.

SECTION 8.7. Zoning. In the event Club desires to seek further zoning variances or to take other actions designed to maximize exterior Signage opportunities at and around the Stadium beyond those variances and actions contemplated in the Development Agreement and by the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement but in accordance with the Signage Plan, CIB shall, at no cost to CIB, use reasonable good faith efforts to support Club's efforts in this regard provided that such variances or other actions do not interfere with the safety or security of the Stadium.

SECTION 8.8. Colts Business Alliance. During the Term, Club shall generally consult with the Colts Business Alliance. Club's senior executives shall meet with members and/or officers of the Colts Business Alliance from time to time for purposes of discussing issues related to Club's economic impact within the State. Club shall give due consideration to actions discussed with or suggested by the Colts Business Alliance, whether at a meeting or otherwise (but shall not be obligated to take any action or to expend any money in connection with Club's general obligation to consult with the Colts Business Alliance).

SECTION 8.9. Compliance with Laws. In the exercise of its rights and licenses hereunder and in its use and occupancy of the Stadium, Club shall comply in all material respects with all applicable Laws (including Environmental Laws); provided, however, that Club shall have no responsibility for compliance of the Stadium with the ADA or any building, life, health, fire or safety Laws, which compliance shall be the sole responsibility of CIB. With respect to the Stadium, CIB shall comply and shall cause the Stadium to comply with all applicable Laws (including Environmental Laws, building, life, health, fire and safety Laws, and the ADA). CIB shall take such future actions and make such future determinations as may be required to be taken or made pursuant to (or, if applicable, refrain from taking any actions that would cause CIB not to be in compliance with) Indiana Code § 5-1-17 throughout the Agreement Term.

SECTION 8.10. Good Standing. Club is and, during the Term, shall remain a member in good standing of the NFL and shall continue to maintain its Franchise therein in full force and effect.

SECTION 8.11. Certain Environmental Covenants.

(a) CIB's Covenants. CIB and its invitees (excluding Club) shall not generate, use, store, treat, transport, manufacture, handle, produce or dispose of any Hazardous Materials, on, at or about the Stadium, except for amounts customarily or otherwise reasonably used in or around stadiums and in compliance with all Environmental Laws and all licenses, permits, certificates, approvals and similar authorizations issued to CIB and its invitees (excluding Club) thereunder. With respect to the Stadium, (i) the operations of CIB and its invitees (excluding Club) shall at all times comply with all Environmental Laws and all licenses, permits, certificates, approvals and similar authorizations issued to CIB and its invitees (excluding Club and its Invitees) thereunder and such operations shall not give rise to liability pursuant to any Environmental Law, (ii) CIB shall immediately notify Club upon becoming aware of any investigation, proceeding, complaint, order, directive, claim, citation or notice by any Governmental Authority or any other Person arising under or relating to any Environmental Law that is directed against CIB or its invitees with respect to its activities on, in or about the Stadium, or threatened against CIB or its invitees, and shall take prompt and appropriate actions to respond thereto and to cure the same and (iii) CIB shall immediately notify Club upon becoming aware of any non-compliance with, or violation of, the requirements of any Environmental Law by CIB 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 or gives rise to liability upon CIB or its business, operations, assets or the Stadium. Without limiting the generality of the foregoing, CIB shall, following determination by Club that there is a breach of either this Section 8.11(a) or Section 18.4 (collectively, the "Environmental Provisions"), at CIB's sole expense, if CIB does not object promptly to Club's determination, cause an independent environmental engineer acceptable to Club and CIB 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. If CIB objects to Club's determination, CIB and Club shall endeavor, informally and promptly, to resolve the dispute, but, if such resolution is not reached, either party may request arbitration in accordance with Article 25. In the event that CIB hires, employs, authorizes or directs an environmental engineer or any other Person to perform or conduct any tests or analyses or to gather or collect information or data with respect to any matter related to the Environmental Laws in connection with the Stadium, CIB shall promptly notify Club in writing and shall promptly provide Club with copies of these tests results, analyses, information and data, and all reports and remediation plans related thereto. Without the prior consent of the other party or unless required by Law, neither CIB nor Club shall disclose to any other Person (other than to Authority and OMB) these test results, analyses, information or data. CIB shall permit a representative of Club, at Club's option, to accompany the environmental engineer or other Person on such engineer's or other Person's visits to the Stadium. Upon completion of any remediation plan for a breach of the Environmental Provisions by CIB, and agreement thereon by Club and CIB, which agreement shall not be unreasonably withheld, CIB shall promptly, at its own cost and expense, undertake and perform such remediation plan by contractors reasonably acceptable to Club and CIB, and if required by Environmental Laws, obtain from the applicable Governmental Authority a "no further action" letter or other evidence that the Stadium complies with applicable Environmental Laws and that no further action is necessary. The obligations of CIB set forth in this Section 8.11(a) are in addition to CIB's compensation obligations with respect to the Environmental Provisions contemplated in Article 23.

(b) Club's Covenants. Club shall not generate, use, store, treat, transport, manufacture, handle, produce or dispose of any Hazardous Materials, on, at or about the Stadium, except for amounts customarily or otherwise reasonably used on, at or about stadiums and in compliance with all Environmental Laws and all licenses, permits, certificates, approvals and similar authorizations issued to CIB and its invitees or Club thereunder. With respect to the Stadium, (i) the operations of Club shall at all times comply with all Environmental Laws and all licenses, permits, certificates, approvals and similar authorizations issued to CIB and its invitees or Club thereunder and such operations shall not give rise to liability pursuant to any Environmental Law, (ii) Club shall immediately notify CIB upon becoming aware of any investigation, proceeding, complaint, order, directive, claim, citation or notice by any Governmental Authority or any other Person arising under or relating to any Environmental Law that is directed against Club with respect to its activities on, at or about the Stadium, or threatened against Club, and shall take prompt and appropriate actions to respond thereto and to cure the same and (iii) Club shall immediately notify CIB upon becoming aware of any non-compliance with, or violation of, the requirements of any Environmental Law by 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, or gives rise to liability at, the Stadium. Without limiting the generality of the foregoing, CIB shall, following determination by CIB or Club that there is a breach of this Section 8.11(b), at Club's sole expense, if Club does not object promptly to the determination of CIB, cause an independent environmental engineer acceptable to CIB and 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. If Club objects to CIB's determination, CIB and Club shall endeavor, informally and promptly, to resolve the dispute, but, if such a resolution is not reached, either party may request arbitration in accordance with Article 25. In the event that CIB hires, employs, authorizes or directs an environmental engineer or any other Person to perform or conduct any tests or analyses or to gather or collect information or data with respect to any matter related to the Environmental Laws in connection with the Stadium, CIB shall promptly notify Club in writing and shall promptly provide Club with copies of these tests results, analyses, information and data, and all reports and remediation plans related thereto. Without the prior consent of the other party or unless required by Law, neither CIB nor Club shall disclose to any other Person (other than to Authority and OMB) these tests results, analyses, information or data. CIB shall permit a representative of Club, at Club's option, to accompany the environmental engineer or other Person on such engineer's or other Person's visits to the Stadium. Upon completion of any remediation plan for a breach of this Section 8.11(b) by Club, and agreement thereon by Club and CIB, which agreement shall not be unreasonably withheld, CIB shall promptly, at Club's cost and expense, undertake and perform such remediation plan by contractors reasonably acceptable to Club and CIB, and if required by Environmental Laws, use best efforts to obtain from the applicable Governmental Authority a "no further action" letter or other evidence that the Stadium complies with applicable Environmental Laws and that no further action is necessary. The obligations of Club set forth in this Section 8.11(b) are in addition to Club's compensation obligations with respect to the Environmental Provisions contemplated in Article 23.

SECTION 8.12. Licenses and Permits. CIB shall obtain for Club, at CIB's sole expense, any and all licenses, permits, approvals, certificates and consents from all

Governmental Authorities necessary or appropriate to enable Club Games to be held at the Stadium. Club and CIB shall coordinate and cooperate to obtain all licenses, permits, approvals, certificates and consents from all Governmental Authorities necessary or appropriate to enable Non-Game Events to be held at the Stadium and in connection with halftime shows, other entertainment and promotions and other non-game related activities to be held in connection with Club Events, provided that Club shall be solely responsible for the cost of all such licenses, permits, approvals, certificates and consents from such Governmental Authorities and Club shall reimburse CIB for its reasonable out-of-pocket costs related to such coordination and cooperation.

SECTION 8.13. CIB Financial Statements. Notwithstanding the fact that such financial statements may be generally available to the public upon request, CIB shall provide to Club as soon as available but in no event later than one hundred eighty (180) days following the end of each of CIB's fiscal years during the Term, two (2) copies of its annual audited financial statements (including its balance sheet and statements of revenue and expenses or similar statements), which shall be certified by the independent public accounting firm that performed such audit.

SECTION 8.14. Automated Teller Machines. During the Agreement Term, CIB shall have the exclusive right to license to other Persons the right to install, operate and maintain automated teller machines at the Stadium; provided, however, that CIB, within thirty (30) days after receipt of direction from Club, shall terminate any existing license or other agreement relating to automated teller machines at the Stadium and shall license the right to install, operate and maintain automated teller machines at the Stadium to the Person(s) so designated by Club. CIB shall be entitled to retain all revenues from any such licenses at standard and customary compensation amounts. In the event of a dispute regarding the amount of revenues retained by CIB from any such licenses, there shall be a rebuttable presumption that the standard and customary compensation amounts for such licenses are not less than the compensation received by CIB pursuant to the ATM Placement Processing Service and Maintenance Agreement dated as of August 11, 2004 by and between Kali ATM Systems and CIB.

SECTION 8.15. Wireless Network.

(a) Club. During the Agreement Term, Club shall have the exclusive right, at its sole cost and expense, (i) to establish a proprietary wireless network, (ii) to sell or license to other Persons the right to establish a proprietary wireless network, (iii) to use, at no cost, any proprietary wireless network developed or installed pursuant to the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As Built Plans pursuant to the Development Agreement and (iv) to operate a proprietary wireless network in and about the Stadium Building or otherwise at the Stadium on Club Event Days, which Club may make available to such Persons (having access to certain devices) as Club shall select, including on a subscriber or other paying basis. Any wireless network or transmission device put in place by Club or its designees shall be designed and shall function in a manner that shall not interfere with CIB's wireless network on days other than Club Event Days or with CIB's ability to install or operate a wireless network.

(b) CIB. Unless directed otherwise by Club, CIB shall cause any wireless network put in place or permitted to be put in place by CIB and used by patrons at the Stadium to be disabled on Club Event Days and no handheld or other personal devices related to such wireless network shall be distributed, licensed or sold on Club Event Days. Any wireless network or transmission device put in place or permitted to be put in place by CIB shall be designed and shall function in a manner that shall not interfere with Club's wireless network or Club's ability to install or operate a wireless network on Club Event Days and, unless otherwise directed by Club, there shall be no visible names or marks of such other wireless network provider, distributor or manufacturer displayed at the Stadium at any time, whether located on a network device, network equipment or otherwise. To the extent such wireless network shall be used primarily for the sale of Concessions, Club may direct that such network be employed on Club Event Days and shall have the right to direct that no use be made of such wireless network for marketing.

(c) Maintenance. For the avoidance of doubt, CIB shall be responsible for maintaining and operating all wireless networks initially developed or installed for purposes of being operated at the Stadium pursuant to the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement (regardless of whether such network is also used by Club) in a manner consistent with its obligations in Section 7.1(b)(iv) and shall be responsible for all expenses related to such maintenance. Club shall be responsible for maintaining and operating any subsequent wireless network developed or installed by Club or its designees as permitted pursuant to Section 8.15(a).

(d) Cooperation. Club and CIB shall generally cooperate and, on a confidential basis, provide information to each other about any wireless networks in place or under consideration so as to minimize or avoid potential conflicts with each other.

SECTION 8.16. NFL Rules. Prior to each NFL Season during the Term, (i) Club shall provide to CIB a copy of all NFL Rules applicable to the Stadium and its operation and (ii) an executive summary of all pertinent changes, amendments, supplements or modifications to such applicable NFL Rules from the prior NFL Season. Club shall provide notice of any changes to NFL Rules that occur during any Club Season as promptly as practicable, along with an executive summary of such mid-season NFL Rules changes.

SECTION 8.17. Municipal Services. Neither City nor CIB shall seek to charge Club, or seek reimbursement from Club, directly or indirectly, for the expenses incurred by such party associated with providing police, fire, traffic supervision, and other municipal services in connection with any Club Game played, or Club Event held, at the Stadium during the Term. City, CIB and Club acknowledge that neither CIB nor City has, as a general practice, charged or sought reimbursement from Club under the Existing Lease for such expenses in connection with Club Games or other Club Events that have been held in the RCA Dome.

SECTION 8.18. Promote Attendance. CIB and City shall use reasonable efforts (such efforts not to require the expenditure of money) to promote attendance at Club Games, including the marketing and licensing of Suites and the marketing and sale of Club Game tickets.

SECTION 8.19. Assistance in Obtaining Events. Club shall use reasonable efforts (such efforts not to require the expenditure of money) to support and promote (i) the NFL awarding Indianapolis a Super Bowl as soon as reasonably practicable under the NFL Rules, (ii) the NFL's continuing to use Indianapolis as the host for the annual NFL scouting combine and (iii) the NFL selecting Indianapolis as a future site for an NFL meeting. Club shall use reasonable efforts (such efforts not to require the expenditure of money) upon CIB's request to assist CIB in obtaining Non-Club Events at the Stadium.

SECTION 8.20. Good Faith. In exercising its rights and performing its obligations under this Agreement, except in instances when a specific alternative standard is specified (including the withholding of consent in a party's sole discretion), each party shall act in a good faith, reasonable manner.

SECTION 8.21. Club Liens. Club shall not permit any mechanic's lien to be filed against the Stadium arising out of any work or materials performed or provided by or on behalf of Club. If any such lien is filed, Club shall, within thirty (30) days after notice from CIB of such filing, cause such lien to be released of record or shall deliver to CIB a bond or other security for such lien reasonably satisfactory to CIB.

SECTION 8.22. CIB Collective Bargaining Agreements. So long as CIB is not a party to a collective bargaining agreement, or does not otherwise undertake any collective bargaining obligation, that interferes with any of CIB's obligations under this Agreement, Club will not knowingly take any action that would induce or compel CIB to violate any of its obligations under any collective bargaining agreement.

SECTION 8.23. Training Facility Maintenance Obligations. CIB shall reimburse Club up to a maximum aggregate amount of Five Million Five Hundred Thousand Dollars (\$5,500,000) for any and all costs and expenses incurred by Club during the Agreement Term in connection with the maintenance of, or improvements to, the Training Facility that Club performs or causes to be performed, in Club's sole discretion. CIB shall reimburse Club for such costs and expenses incurred by Club, which reimbursement shall be made by CIB to Club no later than the 15th of the month following the month in which CIB is in receipt of an invoice therefor from Club, along with invoices or other reasonable supporting documentation of such expenses, assuming that CIB receives such invoice on or prior to the 25th of such month (or if CIB receives such invoice after the 25th of the month, CIB shall pay such amount to Club no later than the 15th of the second following month). Notwithstanding the foregoing, for appropriations purposes, Club shall be required to notify CIB no later than July 1 of the calendar year prior to any calendar year in which Club desires to seek reimbursement for such amount, except that such requirement shall not apply to any amounts that Club desires to seek reimbursement for during the 2006 calendar year. In the event that Club does not notify CIB on or before such July 1 deadline, then CIB shall appropriate such requested amount as part of its next annual budgeting process. So long as the Training Facility has not become reasonably unusable as a training facility for a professional football team as a result of Eminent Domain or other change in Law, Club shall maintain the location of the Training Facility at the current location during the Term. At Club's sole discretion and option, and as permitted by Law, Club may require that any such improvements and/or maintenance be performed or procured directly by CIB.

SECTION 8.24. Corporate Headquarters. During the Term, Club shall maintain (i) its corporate headquarters in Indianapolis and (ii) the principal place of employment of a majority of its employees at the current location or, if Club so chooses, at any other location that is in Indianapolis and within the Marion County Professional Sports Development Area.

SECTION 8.25. Set-Aside Suites. On Club Event Days, (i) CIB shall have the exclusive right to use and occupy the Set-Aside Suites (other than the Promoter Super-Suite and the Visiting Owner Suite) and (ii) Club shall have the exclusive right to use and occupy the Promoter Super-Suite and the Visiting Owner Suite (and CIB and Club shall have the same rights and obligations with respect to the Promoter Super-Suite and the Visiting Owner Suite as such parties have with respect to Suites). For the avoidance of doubt, (x) Club shall have the right, at its discretion, to permit the visiting NFL team to use and occupy the Visiting Owner Suite on Game Days and (y) on Club Event Days, the Promoter Super-Suite and the Visiting Owner Suite shall contain the standard furniture, cabinetry, wall hangings and other fixtures customarily included within comparable Suites.

SECTION 8.26. CIB Provided Parking. During the Term, CIB shall have the right, upon not less than sixty (60) days notice to Club, to replace some or all of the land and spaces located on Lot 3 with reasonably acceptable replacement land and spaces located within the city blocks adjacent to the area bounded by Missouri Street to the West, McCarty Street to the South, Capitol Avenue to the East and South Street to the North, provided that such replacement land and spaces, in substantial part, are immediately adjacent to the rights-of-way of such streets. In the event that some or all of such land or spaces located on Lot 3 are replaced as permitted in the preceding sentence, then CIB shall be required to replace and reinstall all Signage and Club Signage that is then located on Lot 3 in areas designated by Club on the replacement land or elsewhere as permitted by the Signage Plan at CIB's sole expense.

SECTION 8.27. Further Assurances. Upon the reasonable request of another party, each party to this Agreement shall perform such actions and execute and deliver to the other party such other documents and instruments as may be required to effectuate and fully carry out the purposes of this Agreement.

ARTICLE 9. REPAIRS AND MAINTENANCE

SECTION 9.1. General. Except as expressly provided herein, CIB shall be responsible for the maintenance of the Stadium. At all times during the Term, CIB shall repair and maintain the Stadium in accordance with generally accepted industry standards for NFL stadiums and stadium sites (and, with respect to issues unique to stadiums with retractable roofs, generally accepted industry standards for NFL stadiums with retractable roofs) as they may exist from time to time during the Term, and in compliance with all applicable Laws. All cleaning, repairs and maintenance of the Stadium (except those that are the express responsibility of Club) shall be the sole obligation and be performed at the sole cost and expense of CIB and shall be implemented with the intention of minimizing interference with any Club Game or other Club Event. Without limiting the generality of the foregoing, at all times during the Term, CIB shall:

(a) keep and maintain the Stadium and all portions thereof in compliance with the ADA and all applicable building, life, health, fire, and safety Laws and other applicable Laws;

(b) keep, replace and maintain in good repair and in good and safe condition, and keep reasonably free from dirt, snow, ice, ashes, garbage, refuse, rubbish and other obstructions or encumbrances, the Stadium and all portions thereof, and to the extent such property is owned, controlled or operated, directly or indirectly, by CIB, MCCRFA, the County or City (or any affiliate or related entity thereof), all connections with the street, water, electric, gas mains and sewers, and other utilities and facilities used in connection therewith and the sidewalks, stairs, landscapes, sidewalk hoists, fences, lawns, railings, gutters, curbs and all other areas in front of, adjoining or adjacent to the Stadium;

(c) keep and maintain in good working condition (and to replace when any of such equipment cannot be relied upon to remain in good working condition throughout a Game Day) all equipment related to Signage and Club Signage, all Video Boards and equipment related thereto, all equipment in and about the Stadium Building or otherwise at the Stadium for which CIB is responsible hereunder to broadcast Club Games, scoreboards, time clocks, any other game-related equipment and all equipment in the Suites;

(d) regularly perform all preventive or routine maintenance which is stipulated in operating manuals as regular, periodic maintenance procedures;

(e) keep, replace and maintain in good repair and in good and safe condition and in compliance with all Laws and consistent with the requirements of the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement, all utility, plumbing, sewer, lighting, heating, cooling, mechanical systems, electrical systems (including the system operating the retractable roof), gas lines, elevators, escalators, security systems, computer equipment in the Ticket Office, HVAC and telecommunications equipment;

(f) routinely perform painting and paint touch-ups, weatherproofing, tuckpointing, striping and reasonable sealing of any cracks in concrete, blacktop and pavement, and keep all concrete, blacktop and pavement reasonably free of potholes;

(g) provide housekeeping services to, and trash removal from, the Club Exclusive Premises on each weekday, and the Club Exclusive Premises and the Suites on Club Event Days;

(h) keep, maintain, repair and replace the playing surface of the Field as reasonably necessary or appropriate for the playing of a NFL professional football game and maintain the playing surface in a manner consistent with generally accepted industry standards for the repair, maintenance and replacement of playing surfaces in other NFL stadiums and as recommended by its manufacturer (provided that in any event, CIB shall replace the playing surface every ten (10) years during the Term);

(i) replace all carpeting or similar fiber floor coverings in all areas of the Stadium Building (including in the Suites) other than the Excepted Areas every seven (7) years with carpet of comparable quality as provided for in the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement and as initially installed in the Stadium Building;

(j) keep and maintain in good condition the furniture and cabinetry in the Suites and replace all furniture, or reupholster all structurally sound furniture, in the Suites not less often than every nine (9) years with furniture and upholstery of comparable quality as provided for in the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement and as initially purchased for the Stadium Building (provided that Club and CIB shall agree on the type, style and pattern of such furniture and upholstery);

(k) keep and maintain records of all repair and maintenance activities, and make such records available for inspection by Club; and

(l) keep and maintain the color scheme throughout the interior and exterior of the Stadium Building and otherwise at the Stadium consistent with the color scheme provided for in the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement (including the paint and other color used for corridors, walls, ceiling and other painted areas, seats, carpeting, furniture, upholstery and window treatments); provided, however, that if in any event an item cannot be replaced or maintained with a color scheme consistent with the original color scheme of such item, such item shall be replaced with an item that has either a neutral color scheme or a color scheme that incorporates the Club team colors.

SECTION 9.2. NFL Mandated Amenities. Subject to a limit of Fifty Thousand Dollars (\$50,000) per Club Season, CIB shall pay for the cost of, or otherwise provide to Club, (i) all Stadium amenities, improvements and equipment (including technologies developed or used in the future) that may be required to be installed, modified, performed or provided pursuant to changes in NFL Rules or its broadcasting contracts from time to time during the Term and (ii) any replacements or repairs to existing or future amenities, improvements or equipment required pursuant to NFL Rules (including headsets and instant replay equipment). Club and CIB shall coordinate and cooperate with each other to effect the timely provision of such amenities or equipment in compliance with NFL Rules. Notwithstanding anything to the contrary set forth in this Agreement, except as expressly set forth in this Section 9.2, CIB shall have no responsibility or liability whatsoever for the cost of Stadium amenities, improvements, equipment, replacements, repairs or like items required solely as a result of changes, amendments, supplements or modifications to any NFL Rules after the Effective Date; provided, however, that nothing in this sentence shall be deemed to affect the obligations of CIB that CIB would otherwise be required to perform under any other provision of this Agreement if such change, amendment, supplement or modification to such NFL Rules had not occurred.

SECTION 9.3. Workmanship. All of CIB's repairs and maintenance shall be performed expeditiously in a first-class, professional and workmanlike manner and in compliance with all applicable Laws in a manner designed to minimize interference with any Club Event.

SECTION 9.4. Club Self-Help. If CIB refuses or neglects to make any repairs or maintenance to the Stadium that are required hereunder then, after Club's notice to CIB describing such required repairs or maintenance and CIB's failure to commence actions to remedy such breach as soon as practicable but in no event later than five (5) days after receipt of

Club's notice and to at all times thereafter use diligent efforts to remedy such breach as soon as reasonably practicable (which diligence may include paying Persons overtime or premium wages), Club may make or cause to be made (but shall have no obligation to make or cause to be made) such repairs and perform such maintenance, and upon completion thereof and delivery to CIB of reasonable evidence of the expense associated therewith, CIB shall credit Club's obligations to make the payments required under Section 2.2 in an amount equal to the reasonable cost of such repairs and maintenance and, if the reasonable cost of such repairs are greater than Club's obligations under Section 2.2 with respect to such year, then CIB shall reimburse Club for the full cost incurred by Club for making such repairs, promptly following receipt of invoices or other reasonable documentation of such costs (and such payment shall be deemed prompt if paid not later than the 15th of the month following the month in which CIB receives such invoice or other reasonable documentation of such costs, provided that if CIB receives any such invoice or other reasonable documentation later than the 25th of a month, then not later than the 15th of the second following month). Inasmuch as Club shall be permitted to undertake any actions described in this Section 9.4 in circumstances in which CIB has refused or neglected to make repairs to or to maintain the Stadium, in any dispute regarding the costs incurred by Club in this Section 9.4, the costs incurred by Club shall be presumed to be reasonable. For the avoidance of doubt, Club shall have the right to make or cause to be made (but shall have no obligation to make or cause to be made) any such repairs and perform any such maintenance if Club believes, notwithstanding whether CIB has used diligent efforts to make such repairs or perform such maintenance, in its good faith judgment, that CIB's efforts in such regard are not sufficient to ensure that the Stadium will be in a condition that will permit Club to play a Club Game at the Stadium on any Game Day without the loss of revenues that could reasonably be anticipated had such repairs been made or such maintenance been performed.

SECTION 9.5. Alterations. During the Term, CIB shall not make any material changes, alterations, additions or improvements to the Stadium without Club's prior consent; provided, however, that any change, alteration, addition or improvement to the Stadium that does not adversely impact any of Club's rights under this Agreement and (a) affects only the CIB Exclusive Areas, (b) is temporary in nature and is not in existence during a Club Event or (c) is required by federal or state Law, shall not require the prior consent of Club but CIB shall give prior notice thereof to Club. If Club does not consent to a requested change, alteration, addition or improvement for which CIB is required to obtain Club's consent hereunder, then, prior to implementing such change, alteration, addition or improvement, the dispute shall be submitted to arbitration pursuant to Article 25 and CIB shall have the burden of proving that Club has withheld its consent unreasonably, after consideration of (i) the extensive negotiations regarding the Stadium Program and Club's significant interest in the Stadium conforming to the Stadium Program for purposes of ensuring the patrons' enjoyment of, the safe conduct of, and the television, radio, satellite and other broadcast or transmission of, Club Games, (ii) all of the rights of Club under this Agreement, including Club's rights to generate revenues from Club Games, (iii) the cumulative effect of any and all changes, alterations, additions or improvements to the Stadium, including any such changes, alterations, additions or improvements that have been made without the prior consent of Club pursuant to the previous sentence and (iv) the extent to which such change, alteration, addition or improvement deviates from the Stadium Program. Subject to the last sentence of Section 16.1, Club shall not make any changes, alterations or additions to the Stadium without CIB's prior consent, which consent may be withheld in CIB's

sole discretion; provided, however, that any change, alteration, addition or improvement that (x) affects only the Club Exclusive Premises and (y) is not material and does not adversely impact CIB's rights and obligations hereunder, shall not require the prior consent of CIB, but Club shall provide notice to CIB prior to making any such change, alteration, addition or improvement. Any change, alteration, addition or improvement to the Stadium made by Club shall be performed in accordance with all applicable Laws and shall not cause the Stadium to be in violation of applicable Laws. Notwithstanding the foregoing, Club may require that CIB install all or a portion of the Additional Seating for any Club Event, provided that Club shall provide CIB with reasonable notice thereof and Club shall reimburse CIB for CIB's out-of-pocket costs of installation (and removal) of the Additional Seating, which reimbursement shall be made by Club to CIB within fourteen (14) Business Days following receipt by Club from CIB of an invoice therefor along with reasonable supporting documentation of such expenses. CIB shall have the right to install all or a portion of the Additional Seating for Non-Club Events, provided that such installed Additional Seating shall be removed prior to any Club Event; provided, however, that CIB shall maintain such Additional Seating for one or more Club Events at Club's request and without cost to Club, so long as such Additional Seating does not interfere with a Non-Club Event.

SECTION 9.6. Additional Obligations. The obligations of CIB under this Article 9 are in addition and supplemental to the obligations of CIB under Section 7.1.

ARTICLE 10. PAYMENTS BY CIB TO CLUB

SECTION 10.1. Game Day Expenses. CIB shall pay to Club on or before January 15 of each year during the Term (beginning on or before January 15, 2009) an amount equal to the amount set forth opposite each such year on Exhibit D. Club and CIB acknowledge and agree that the amount to be paid by CIB to Club during each year of the Term pursuant to this Section 10.1 is anticipated to approximate the Game Day Expenses for the NFL Season ending in such year. Club and CIB further acknowledge and agree that the total amount of Game Day Expenses for an NFL Season will likely increase over time, and notwithstanding the total amount of Game Day Expenses during any NFL Season or any increase or decrease in the total amount of Game Day Expenses during the Term, Club shall be entitled to receive the payment for the corresponding year set forth on Exhibit D and shall not be entitled under this Section 10.1 to receive any other reimbursement from CIB for Game Day Expenses.

SECTION 10.2. Share of Other Event Revenue. Club is contributing \$100 million to the costs of constructing the Stadium and is entitled to some portion of the revenue from Non-Club Events held at the Stadium. CIB shall pay to Club on or before January 15 of each year during the Term (beginning on or before January 15, 2009) an amount equal to Three Million Five Hundred Thousand Dollars (\$3,500,000). Club and CIB acknowledge and agree that the amount to be paid by CIB to Club pursuant to this Section 10.2 is anticipated to approximate fifty percent (50%) of the revenues generated by CIB at Non-Club Events. Club and CIB further acknowledge and agree that the total amount of revenues generated by CIB from Non-Club Events likely will increase over time, and notwithstanding the total amount of Non-Club Event revenues generated by CIB during any year of the Term or any increase or decrease in the total amount of revenues generated by CIB from Non-Club Events during the Term, Club shall be entitled to receive the payment expressly contemplated in this Section 10.2 and shall not be

entitled under this Section 10.2 to receive any other portion of revenues generated by CIB from Non-Club Events.

SECTION 10.3. Discriminatory Taxes. CIB shall reimburse Club for the amount of Discriminatory Taxes incurred by Club, which reimbursement shall be made by CIB to Club no later than the 15th of the month following the month in which CIB is in receipt of an invoice therefor from Club, along with reasonable supporting documentation of the payment of such amount, assuming that CIB received such invoice on or prior to the 25th of such month (or if receipt occurs after the 25th of a month, CIB shall pay such amount to Club no later than the 15th of the second following month.) For purposes of this Agreement, a Discriminatory Tax shall be deemed to have been incurred by Club whether such Discriminatory Tax is levied upon Club, its employees or upon any of its Invitees.

ARTICLE 11. TAXES AND ASSESSMENTS

SECTION 11.1. Real Estate Taxes and Assessments. CIB shall pay all taxes and special assessments, if any, which may be levied, asserted or assessed upon the Stadium based on the value of real property, including real estate taxes, any tax substituted for or equated with real estate taxes or based on value or assessed or estimated value, levied, asserted or assessed against Club by reason or on account of or measured by any leasehold interest, possessory interest or proprietary interest, or other interest, privilege or right existing or asserted to exist under real estate or interest in real estate (whether held to be real or personal or mixed) or by virtue of this Agreement. Such tax, if any, shall be the sole responsibility and liability of CIB. Club shall cooperate with CIB, at CIB's sole cost and expense and at CIB's request, in protesting or taking such other steps as may be appropriate to resist and defend against the same, and to obtain the refund of same if theretofore paid by CIB.

SECTION 11.2. Club's Right to Pay. In the event that CIB does not pay the amounts set forth in Section 11.1 within thirty (30) days after such amounts are due and payable, then without limiting Club's rights under Section 11.1, Club shall have the right (but not the obligation) to pay such tax and upon payment by Club the amount of such tax shall be a credit against all payments due or to become due from Club hereunder and if the credit exceeds sums due to CIB, then CIB shall reimburse Club in the amount of such tax paid, which reimbursement shall be made by CIB to Club no later than the 15th of the month following the month in which CIB is in receipt of an invoice therefor from Club, along with reasonable supporting documentation of the payment of such amount, assuming that CIB receives such invoice on or prior to the 25th of such month (or if CIB receives such invoice after the 25th of the month, CIB shall pay such amount to Club no later than the 15th of the second following month); provided, however, that Club shall not have the right to pay such taxes in the event CIB is diligently disputing, appealing or protesting the amount of such taxes, so long as CIB posts bond in an amount sufficient (or takes other action) to prevent a Lien from being filed against the Stadium.

SECTION 11.3. Tangible Personal Property Tax. The obligations of CIB with respect to taxes as set forth in Section 11.1 above shall not extend to, nor shall CIB be required to pay any tax on, tangible personal property of Club.

SECTION 11.4. Change in Method of Taxation. If as a result of a change in the method of taxation occurring after the Effective Date, one or more other taxes or other charges (however designated) are imposed in substitution for real estate taxes or assessments (or any tax based upon the Annual Rental Payment Amount), then such other taxes or charges shall be paid by CIB. In amplification of the foregoing, no provision in this Agreement shall be construed to require Club to pay any corporate, franchise, gross receipts, income, unrelated business income, sales, use, estate, gift or inheritance tax, charge or imposition imposed on Annual Rental Payment Amounts or other similar taxes, charges, or impositions that may be levied, assessed or asserted against CIB or any fee owner of the Stadium or their respective successors in title.

ARTICLE 12. CONCESSION OPERATIONS; NOVELTIES

SECTION 12.1. CIB Supervision; Club's Right to Profit Portion. Except as otherwise expressly set forth in this Article 12, Concession operations at the Stadium shall be under the sole supervision and control of CIB. CIB shall have the exclusive right to contract with one or more Concessionaires to sell Concessions and to control and manage relationships with Concessionaires. In all events, Club shall utilize only those Concessionaires selected pursuant to this Section 12.1. CIB shall pay to Club an amount equal to the Profit Portion from Concessions sold on Club Event Days no later than the 15th of the month following the month in which the Club Event occurred, assuming that such event occurred on or prior to the 25th of such month (provided that if a Club Event occurs after the 25th of a month, CIB shall pay such amount to Club no later than the 15th of the second following month).

SECTION 12.2. Criteria; Official Suppliers. CIB shall engage Concessionaires to (i) open and operate all public food and beverage service areas at the Stadium on Game Days and, at Club's election, on Optional Days and (ii) provide food and beverage services to the Suites on Game Days and, at Club's election, on Optional Days, in the manner contemplated in Section 12.8. Notwithstanding anything to the contrary set forth in this Agreement, (A) CIB shall require Concessionaires to comply with all Laws, including, in the case of food and beverages, health, labor and liquor laws, (B) CIB shall require food and beverage Concessionaires to use only fresh, wholesome high-quality food, beverages, baked goods, confections and merchandise, (C) to the extent permitted by Law, Club and CIB shall cooperate to develop criteria for the selection of food and beverage Concessionaires in order to ensure the provision of food, beverages, baked goods, confections and merchandise of requisite quality that are prepared and served under clean and sanitary conditions and (D) to the extent permitted by Law, CIB shall consult and cooperate with Club with regard to CIB's selection of Concessionaires to be used at Club Games and other Club Events. Club, in its reasonable discretion, shall determine (after considering general issues related to profitability) (1) the sales prices of all Concessions to be sold at the Stadium on Game Days and other Club Event Days, (2) the brands of Concessions to be sold at the Stadium (and the suppliers to the Concessionaires), (3) which Concessions are to be sold at the Stadium, and for security purposes, the manner of serving such Concessions (including any restrictions thereon, such as whether and how beverages may be served in bottles) on Game Days and other Club Event Days and (4) which suppliers shall be the official (or similar designation) suppliers at the Stadium and be granted the right to advertise such designation. CIB shall neither accept directly or indirectly from any Concessionaire any lump-sum payments of anticipated Concession revenues, monies for capital improvements related to Concessions, or any other monies or other items of value not

based on actual Concession revenues nor shall CIB's agreement with any Concessionaire provide that the Concessionaire's compensation arrangement treats Club Games or other Club Events differently than other events held at the Stadium without Club's consent, which consent may be withheld in its sole discretion. Club shall have the right to receive all revenues derived in connection with Club's right to designate and approve brands and suppliers and to designate such brands or suppliers as being the official (or a similar designation) brand or supplier at Club Games or at the Stadium, as Club determines; provided, however, that, subject to the last sentence of this Section 12.2, if Club's exercise of its right to designate and approve brands and suppliers negatively impacts Non-Game Concession Revenues, then (after reasonable notice and supporting documentation and information from CIB to Club demonstrating such negative impact) the amounts otherwise payable by CIB to Club pursuant to Section 12.1 shall be reduced by an amount equal to the amount by which Non-Game Concession Revenues are negatively impacted. For the avoidance of doubt, notwithstanding any other provision in this Article 12, CIB shall not permit any Concessionaire to promote a Direct Competitor or to sell a Direct Competing Product/Service. In the event that brands or suppliers are designated by Club as permitted in the fifth sentence of this Section 12.2, then so long as the products supplied by such brands or suppliers are within a reasonable range of the prevailing market price for comparable products, CIB acknowledges and agrees that there shall be no negative impact upon the Non-Game Concession Revenues from such designations.

SECTION 12.3. Records. Notwithstanding the fact that such records, reports, supporting material and audit reports may be generally available to the public upon request, during the two (2) year period after the end of each Club Season, Club shall have the right to audit and examine and receive copies of all records, reports, supporting material and audit reports prepared by CIB or its agents or representatives (or otherwise made available to CIB) regarding the Concessionaires or the Concessions operations at the Stadium during such Club Season. If Club fails to audit and examine such materials during such period, then Club's rights with respect to the applicable Club Season shall terminate.

SECTION 12.4. Complaint Procedure. All reasonable requests by Club with respect to the Concessionaires or the Concession operations shall be implemented by CIB. All complaints related to the Concessionaires or the Concessions operations by Club shall be given immediate attention by CIB with a view to and in fact promptly correcting any reasonable complaints in the interest of giving the best possible service to the Invitees. The Concessionaires' personnel shall at all times be neatly and cleanly uniformed, polite, properly trained and competent and shall not disturb or offend Invitees or disturb or interfere with Club Games played or other Club Events held at the Stadium.

SECTION 12.5. Alcoholic Beverages. CIB represents and warrants to Club that the sale and consumption of beer, wine and other alcoholic beverages will be permitted at the Stadium subject to applicable Law on Club Event Days; provided, however, that Club acknowledges that alcoholic beverage sales are not permitted before noon on Sundays and on various holidays and that applicable Laws may change from time to time.

SECTION 12.6. Inspection. CIB shall immediately advise Club of any action taken by any Governmental Authority regulating the operations of any Concessionaire that suspends or threatens to suspend the operations of the Concessionaire at the Stadium, including any demand

for a change in the manner of the Concessionaire's operations. CIB shall thereafter keep Club informed of all material developments with respect to such matter. Club's representatives may visit, inspect and generally view the interiors and equipment of all Concession stands and commissaries at any time (including Game Days and Optional Days) to confirm the Concessionaire's compliance with the terms of this Agreement and to sample for quality the food and beverages sold.

SECTION 12.7. Number of Concessionaire Personnel. Personnel of Concessionaires shall be admitted to the Stadium without charge on Game Days (and Optional Days if Club instructs that Concessionaires shall be used in connection with Club Events held on Optional Days) while performing their assigned tasks, provided that Club shall have the right to approve the number of personnel to be used, which approval shall not be unreasonably withheld. All such personnel shall remain at the Stadium only while performing their assigned tasks, and shall not under any circumstances (during breaks or otherwise) be permitted to sit in any seats in the stands, Suites or Club Seat Lounge Areas or otherwise be a spectator at the game.

SECTION 12.8. Suites. CIB shall cause one or more of the Concessionaires to make reasonably appropriate catering services available to the Suites at all Club Events and Non-Club Events and, with respect to Club Events, at prices designated by Club. CIB shall promptly invoice all Suite Licensees for all charges associated with catering services after each Club Event and Non-Club Event, and shall provide prompt notice to Club of any instance in which a Suite Licensee has not paid any such invoice in full within thirty (30) days after such invoice's delivery, which notice shall describe all facts known to CIB to be relevant to any dispute by the Suite Licensee with respect to the related catering services. In the event that a Suite Licensee does not pay such invoice within ninety (90) days after its delivery to the Suite Licensee, then, other than in cases where Club reasonably determines, after consultation with CIB that there is a bona fide dispute between the Suite Licensee and CIB, Club shall pay to CIB the full amount of such catering invoice and CIB shall assign to Club all of its rights against the Suite Licensee in connection with such invoice and the services provided thereunder. CIB shall be permitted to take reasonable and courteous actions (including delivering routine overdue invoices and engaging in a reasonable type and number of other communications) to collect the outstanding fees for catering services, but shall not engage a collection agency or other Person (other than Club) to assist in its collection efforts. Upon Club's request at any time, CIB shall immediately discontinue catering services to any Suite or Suite Licensee.

SECTION 12.9. Novelties. During the Term, Club shall have the exclusive right to sell or distribute or contract for the sale or distribution of Novelties at the Stadium (including within the Parking Allotment) during Club Events and Club shall have the right to receive all revenues derived from the sale of Novelties. Club shall have the right, at its sole cost and expense, to place temporary or permanent stands or kiosks for the vending of Novelties in appropriate locations at the Stadium. Any stands and kiosks that are not permanently installed must be removed within a reasonable time under the circumstances (including the use of the Stadium for scheduled Non-Club Events) after the end of Club Games or other Club Events. For the avoidance of doubt, Club may assign the rights granted to it under this Section 12.9, so long as such assignee agrees to be bound by the obligations to remove all such stands and kiosks in accordance with the preceding sentence.

SECTION 12.10. Unauthorized Sales. CIB shall not permit any Persons (other than the Concessionaires and Club) to sell Concessions or Novelties at the Stadium on Game Days and shall establish a policy pursuant to Section 7.1(a) to ban such unauthorized sales. This Section 12.10 shall not apply to sales of Concessions or Novelties to the extent specifically permitted by Club in connection with those events described in Section 2.1(e) that are authorized by Club.

ARTICLE 13. HALL OF FAME, TEAM STORE AND TEAM RESTAURANT

SECTION 13.1. General. Club shall have the exclusive control of, and direction over, the Hall of Fame, Team Store and Team Restaurant and all operations related thereto, and shall have the right to receive all revenues derived from such operation of the Hall of Fame, Team Store and Team Restaurant.

SECTION 13.2. Hours of Operation. Club shall reasonably determine the times during which the Hall of Fame, Team Store and Team Restaurant will be open for business after consultation with CIB; provided, however, that CIB acknowledges that the Hall of Fame, Team Store and Team Restaurant may be open on all Club Event Days and days of Non-Club Events and during the normal weekday hours of operation of the Ticket Office at Club's discretion. Club shall not be required to open the Hall of Fame, Team Store or Team Restaurant for business at any time.

SECTION 13.3. Personnel. Club shall be responsible for hiring and managing as employees or independent contractors of Club all personnel working in the Hall of Fame, Team Store and Team Restaurant. All personnel working in the Hall of Fame, Team Store and Team Restaurant shall be admitted to and have reasonable ingress and egress to and from the Hall of Fame, Team Store and Team Restaurant, and between the Team Store, Hall of Fame and Team Restaurant, on the one hand, and the other Club Exclusive Premises, on the other hand, without charge at all times during the Term. In all events personnel working in the Team Store, Hall of Fame and Team Restaurant, if any, shall adhere to all security policies instituted by CIB with respect to the Stadium.

SECTION 13.4. Interior Access. All interior and exterior entrances and accessways to the Hall of Fame, Team Store and Team Restaurant shall remain open and accessible to persons attending Non-Club Events in other portions of the Stadium; provided, however, that CIB shall be permitted to close such interior entrances or accessways during a Non-Club Event if the promoter of a Non-Club Event so requests, so long as all exterior entrances and accessways to the Hall of Fame, Team Store and Team Restaurant remain open at all times during which the Hall of Fame, Team Store and Team Restaurant are open for business.

SECTION 13.5. Hall of Fame and Team Restaurant. Club and CIB acknowledges that the Hall of Fame and Team Restaurant will be raw, undeveloped space at the beginning of the Term that will be reserved and held for purposes of a future "hall of fame" and restaurant and for no other purpose. For such time as the Hall of Fame or Team Restaurant remains raw, undeveloped space, CIB may use such undeveloped space for temporary storage of easily removable items of personal property in compliance with Laws; provided, however, that, upon Club's election to proceed with the build-out of any such space as provided in the following

sentence, CIB shall cause all items stored in such space to be removed promptly, and in any event no later than thirty (30) days following demand from Club. The Hall of Fame or Team Restaurant shall be built-out either (i) upon the agreement of the parties to do so pursuant to the terms and specifications that may be agreed to by Club and CIB in their discretion or (ii) if Club elects in its sole discretion to build out the Hall of Fame or Team Restaurant and agrees to do so at its sole cost and expense, at such time as Club determines in its sole discretion to do so pursuant to the terms and specifications determined by Club and approved by CIB.

ARTICLE 14. PROMOTION AND BROADCASTING RIGHTS

SECTION 14.1. Promotion. Club shall have exclusive control over all advertising, promotion and publicity aspects of or related to Club Games and other Club Events and all Media Rights, and shall have the right to receive all revenues related thereto.

SECTION 14.2. Reservation of Media Rights. All Media Rights are hereby reserved to, and shall be the property of, Club. This Agreement shall not be construed to grant any Media Rights to CIB. For the avoidance of doubt, Club may assign all Media Rights reserved to it in this Section 14.2.

SECTION 14.3. Copyrights. CIB shall not claim any copyright or similar ownership interest in any form of media relating to Club Games, other Club Events and all related activities, whether such media is presently existing or hereinafter developed, including photographing, filming, televising, taping, reproducing, radio broadcasting or recording in analog, digital or other forms of recording, of Club Games, other Club Events and all related activities.

SECTION 14.4. Filming and Taping. CIB shall not film, tape, broadcast, or otherwise record Club Games or other Club Events. Except for the Media Rights granted to Club herein, CIB shall not authorize any Person to film, tape, broadcast or otherwise record Club Games or other Club Events.

SECTION 14.5. Broadcaster Access. CIB shall provide the Designated Broadcasters with reasonable access to the Stadium at reasonable times in advance of Game Days and Optional Days so as to enable preparation and testing for the broadcast of Club Games or other Club Events, as the case may be. Club shall use diligent efforts to cause the Designated Broadcasters or Persons acting by, through or under the Designated Broadcasters to adhere to all security policies and/or regulations instituted by CIB. CIB shall also provide reasonable assistance to the Designated Broadcasters with respect to opening or closing the retractable roof and turning on the lighting in the Stadium so as to enable preparation and testing of such broadcast.

SECTION 14.6. Installations. Designated Broadcasters may, at their own expense, at reasonable times in advance of and on Game Days and Optional Days, on or around the Stadium, temporarily install, operate, maintain and remove such broadcast and associated production equipment as the Designated Broadcasters may require in order to produce a high quality broadcast (including cameras, dedicated electronic and wireless access points, data and telephone leads, platforms, wires, announcer booths, sound equipment, vans, trucks, graphic units, cables, cable trays, microphones, lighting, power lines, equipment and other apparatus reasonably

necessary or appropriate to enable the Designated Broadcasters to conduct broadcasts of Club Games, other Club Events and all associated activities). In no event shall Designated Broadcasters have the right to interfere with Non-Club Events. CIB shall permit the Designated Broadcasters to have access to electrical power upon terms and conditions comparable to the practices then generally in effect at other NFL stadiums. Club shall use diligent efforts to cause the Designated Broadcasters to remove all their broadcast and associated equipment from the Stadium as soon as reasonably practicable under the circumstances (including the use of the Stadium for scheduled Non-Game Events) following the completion of Club Games and other Club Events.

SECTION 14.7. Accreditation of Media. Club shall have sole and exclusive control over the accreditation of qualified members of the media and the Designated Broadcasters for Club Events.

SECTION 14.8. Name and Likeness. Club shall have the non-exclusive commercial right to use the name, likeness and historical material of the Stadium for normal and customary uses which are incidental to Club's football activities. Club's rights set forth in this Section 14.8 are in addition to Club's Media Rights. Club shall not have the right to assign such rights to any Person (other than the NFL and its affiliates) without the prior consent of CIB.

SECTION 14.9. Photographs. Subject to the prior consent of Club, CIB shall have the non-exclusive right to take photographs of Club Games and to use such photographs or derivative products therefrom for marketing purposes or for maintaining a historical record of the Stadium, but in no event for resale to the general public, provided that such use does not indicate or suggest any affiliation between CIB and Club or any sponsorship or approval by Club of CIB, its sponsors, advertisers or activities. Such photographs may not be used contrary to this Section 14.9 or contrary to any restrictions or prohibitions imposed by the NFL or the National Football League Players Association, or contrary to the protectible rights of other Persons. CIB shall not use such photographs to market other professional sporting events at the Stadium.

SECTION 14.10. Trademark. CIB shall not use, display or reproduce, in any manner or media, any registered or unregistered trademarks owned by or licensed to Club, the NFL, NFL Ventures L.P. or any NFL team, including Club's or Indianapolis Colts' copyrights, logos, symbols, names, trademarks and/or service marks, the helmet with horseshoe design, and any of Club's helmet or uniform designs, without prior consent from Club on a case-by-case, use-by-use basis (which consent may be withheld by Club in its sole discretion). All such uses approved by Club shall contain an appropriate trademark/service mark notice, which shall be provided by Club along with any consent given by Club. Notwithstanding the foregoing, CIB may use the terms "Indianapolis Colts" and "Colts" in non-stylized formats for informational and communications purposes, provided that such use does not indicate or suggest any affiliation between CIB and Club or any sponsorship or approval by Club or CIB, its sponsors, advertisers or activities. CIB shall not reproduce or display any photographic or other images of Club's players or coaches, whether individual or group, without prior written permission from Club and such person or as permitted by Law (which permission may be given in the form of a general approval for certain types of permitted uses during the Term).

ARTICLE 15. LICENSING AND USE OF SUITES

SECTION 15.1. Club Control.

(a) Exclusive Right to Use and Occupy. Club shall have the exclusive right to use and occupy, and to license other Persons to use and occupy, the Suites on Game Days, Optional Days and, except as provided in Section 15.3, for all Non-Club Events, and shall exclusively control the pricing, marketing and allocation of Suites. Subject to Section 15.3, Club shall have the right to receive all revenues related to the licensing of Suites.

(b) Décor of Suites. The furniture, cabinetry, wall hangings and other fixtures to be included within the Suites shall be installed prior to the first Club Game played at the Stadium as contemplated by the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement (the "Original Furnishings").

(i) Regular Suites. Subject to Section 15.1(b)(iii), with respect to Suites other than Super-Suites, Club shall not, and shall not permit any Suite Licensee of any such Suite to, redecorate any such Suite or to otherwise replace or alter the Original Furnishings; provided, however, that a Suite Licensee shall be permitted to install tasteful replacement wall hangings to replace the original wall hangings, provided that such replacement wall hangings are hung in the same locations as the original wall hangings (and are hung on the same wall brackets or nails used to hang the original wall hangings) and are of a type and weight such that they are reasonably easy to remove by CIB if CIB chooses to do so in connection with a Blackout Event. It is contemplated that CIB may temporarily remove any or all such replacement wall hangings or temporarily replace any or all of such replacement wall hangings with the original wall hangings for some or all Blackout Events, provided that if any such replacement wall hangings are so removed or replaced for any Blackout Event, all of such replacement wall hangings shall be reinstalled by CIB at its sole cost and expense prior to the next Club Event or Non-Club Event for which such Suite Licensee is entitled to use or occupy the Suite.

(ii) Super-Suites. Subject to Section 15.1(b)(iii), with respect to Suites that are Super-Suites, Club shall be permitted to grant to a Suite Licensee of any such Super-Suite the right to tastefully redecorate such Super-Suite during the term of its Suite License Agreement by selecting its own paint color, floor covering, wall hangings, furniture and other furnishings that do not alter the physical structure of the Super-Suite, none of which shall (except as contemplated in the following sentence) be removed, replaced or altered in connection with any Blackout Event or otherwise. It is contemplated that CIB may temporarily remove or replace any or all of the wall hangings installed by the Suite Licensees in the Super-Suites for some or all Blackout Events, provided that if any such wall hangings are so removed or replaced for any Blackout Event, all of such wall hangings shall be reinstalled by CIB at its sole cost and expense in the same manner prior to the next Club Event or Non-Club Event for which such Suite Licensee is entitled to use or occupy the Suite.

(iii) CIB Approval. Club shall promptly address and correct any complaints brought by CIB regarding any replacement wall hangings to be installed in the Suites or any

furnishings to be placed in the Super-Suites as permitted by Section 15.1(b)(i) or Section 15.1(b)(ii) if such items pose a bona fide security or safety concern or if such items promote violence, expressly encourage illegal activity or the use of tobacco by minors, contain profanity or relate to or promote illegal drug use or disreputable sexually-oriented businesses or enterprises or contain overt political messages.

SECTION 15.2. Suite License Agreements; Quarterback Suite. Unless otherwise agreed to by Club and CIB, Club shall use the general form of Suite License Agreement attached hereto as Exhibit C for the licensing of Suites, which form has been agreed upon by CIB and Club; provided, however, that in all events Club shall have the exclusive right to determine (and to determine all terms and conditions related to) the amount of the license fee, the licensee, the location, the Suite allocation and the duration and payment terms of each Suite License Agreement into which it enters. To the extent that Club desires to make material changes to the general form of Suite License Agreement (other than with respect to any of the terms referred to in the previous sentence or any other terms set forth in the form agreement that such form agreement indicates may be changed by Club unilaterally), Club shall obtain CIB's consent. No users of the Quarterback Suite shall be granted any rights to alter or redecorate any part of the Quarterback Suite beyond those rights granted to Suite Licensees pursuant to Section 15.1(b)(i). Any Suite License Agreement, and any agreement used by Club or terms and conditions imposed by Club with respect to selling or licensing seats in the Quarterback Suite, shall terminate no later than the termination of this Agreement and shall not contain any term or condition that conflicts with this Agreement. Club shall enforce the terms and conditions set forth in any Suite License Agreement in its reasonable discretion.

SECTION 15.3. Displacement of Suite Licensees.

(a) General. CIB shall have the right to designate Blackout Events during the Term; provided, however, that (i) CIB shall use reasonable efforts to minimize the number of Blackout Events and the number of Suites affected by each Blackout Event and (ii) in no event shall there be more than two Blackout Events in any calendar year; provided, further, that, in the event that the NCAA Basketball Tournament, the Super Bowl, the Republican National Convention or the Democratic National Convention constitutes a Blackout Event, then such Blackout Event shall not constitute a Blackout Event for purposes of the limitation set forth in clause (ii) of this sentence. No season of another professional sports team shall constitute a Blackout Event. Except as permitted by Section 15.1(b)(i) and Section 15.1(b)(ii), CIB shall not permit a Suite to be redecorated for any Blackout Event. CIB shall provide notice to Club of each Blackout Event no later than sixty (60) days prior to the date of the Blackout Event, which notice shall include (x) the name and date of the event (and, if not obvious from the name, a description of the event), (y) the reason such event is a Blackout Event and (z) the Suite or Suites that will be unavailable or are reasonably anticipated to be unavailable during the event.

(b) NCAA Final Four. If a Blackout Event is the NCAA Final Four, then CIB shall use reasonable efforts to make available for purchase by each displaced Suite Licensee the number of tickets to all three of such games that is equal to the number of seats in such Suite Licensee's affected Suite, all of which tickets shall be located in prime seating locations.

(c) Other Blackout Events. For Blackout Events other than NCAA Final Four, CIB shall use reasonable efforts to ensure that tickets shall be available to Club for purchase in number equal to one hundred ten percent (110%) of the seats in Suites that are not available to Suite Licensees during the Blackout Event, provided that a minimum of ninety percent (90%) of such tickets shall be made available to the displaced Suite Licensees for purchase and up to ten percent (10%) of such tickets may be retained by Club for its own use.

(d) Super Bowl. In the event that the Super Bowl is held at the Stadium and twenty (20) or more Set-Aside Suite seats are unavailable by reason of such Set-Aside Suite seats being taken by the NFL or a Person designated by the NFL as a condition to the NFL selecting the Stadium to host the Super Bowl, Club shall make available for purchase by CIB twenty (20) tickets for admission to such Super Bowl. Club shall reasonably support CIB in its effort to keep the Set-Aside Suites available for use during the Super Bowl, provided that Club shall have no obligation to pay money or to waive any benefits or assume any additional obligations from the NFL, CIB or otherwise in connection with Club's support of CIB in such regard.

SECTION 15.4. Non-Club Events. Club acknowledges that CIB (or the promoter of a Non-Club Event) may require that Suite Licensees purchase tickets for admission to each Non-Club Event as a condition to the Suite Licensees' use and occupancy of their respective Suites during such Non-Club Event. Nevertheless, the price charged to Suite Licensees for admission to any Non-Club Event shall in no event exceed the highest face value price charged for any standard and customary seating section in the Stadium Building for such Non-Club Event and, so long as the price charged by the Concessionaire for catered food and beverages at Club Games is set within a reasonable price range for such items, then the price charged by the Concessionaire for catered food and beverages at Non-Club Events shall not exceed the prices charged by the Concessionaire for catered food and beverages at Club Games. No Suite Licensee shall have any obligation to purchase tickets for admission to any Non-Club Event so long as such Suite Licensee does not use its Suite during such Non-Club Event (in which case its Suite shall remain vacant, unless such Non-Club Event is also a Blackout Event) nor shall the Suite Licensee have any obligation to purchase food or beverages from the Concessionaire; provided, however, that in no event shall Suite Licensees be permitted to bring food and beverages into Suites other than as provided by Concessionaires. Subject to any minimums that may be set forth in the Suite License Agreement entered into by such Suite Licensee, a Suite Licensee shall be permitted to purchase as few or as many tickets to any Non-Club Event as determined by Suite Licensee in its sole discretion, so long as the Suite Licensee purchases a ticket for each person who uses its Suite during such Non-Club Event.

SECTION 15.5. Obstructed Views. With respect to any Non-Club Event, in the event that one or more seats in a Suite has an obstructed view, then CIB shall use reasonable efforts to make available for purchase by Suite Licensees tickets to such Non-Club Event in prime seating locations in a number equal to the number of seats in its Suite that has an obstructed view. For the avoidance of doubt, notwithstanding the preceding sentence, all such Suite Licensees shall continue to have access to their respective Suites in connection with all such Non-Club Events regardless of whether some or all of the Suite seats have an obstructed view so long as each person using the Suite purchases a ticket to such Non-Club Event.

SECTION 15.6. Suite Amenities. Club shall have the right to approve all personnel, services, menus and other amenities provided in the Suites.

ARTICLE 16. MARKETING RIGHTS

SECTION 16.1. General. Except as otherwise expressly set forth in this Agreement, during the Agreement Term, Club shall have the exclusive right to control and contract for all Marketing Rights at or involving the Stadium (including in the interior and on or about the exterior of the Stadium Building), and to receive all revenues related thereto. Without limiting the generality of the foregoing and notwithstanding anything to the contrary set forth in this Agreement, Club shall have the right during the Term to cause CIB to install new Club Signage or Signage, Video Boards and other advertising facilities or technology that are not originally included in or at the Stadium, at Club's sole cost and expense, subject to the prior consent of CIB.

SECTION 16.2. Signage Rights.

(a) General. Subject to Section 16.2(b) and Section 16.2(d), Club shall have the exclusive right to (i) display, place and affix Signage and Club Signage on the interior and exterior (including the roof) of the Stadium Building and otherwise at the Stadium in accordance with the Signage Plan (provided that in no event shall Club be permitted to undertake any action that will, or is reasonably likely to, affect the structural integrity of the Stadium Building) and (ii) negotiate, sell and contract for all Signage Rights (any such contract between Club and another Person relating to Signage Rights shall be referred to herein as a "Signage Rights Agreement"). Except as otherwise expressly set forth in Section 16.2(d), Club shall be permitted to display all temporary Signage sold in connection with Signage Rights during all Club Event Days and shall be permitted to display all permanent Signage sold in connection with Signage Rights at all times during the Term.

(b) Signage Plan. Club and CIB hereby adopt the Signage Plan and agree that any amendments thereto from time to time shall be developed by Club but shall be subject to the prior consent of CIB. No Signage or Club Signage shall promote violence, expressly encourage illegal activity or the use of tobacco by minors, contain profanity, relate to or promote illegal drug use or disreputable sexually-oriented businesses or enterprises, or contain overt political messages.

(c) Signage Rights Agreement. Any Signage Rights Agreement shall terminate no later than the termination or expiration of this Agreement and shall not contain any term or condition in conflict with this Agreement.

(d) Non-Club Events.

(i) Temporary Signage. CIB shall be permitted to sell and display temporary Signage or other advertising in the interior and on or about the exterior of the Stadium Building or otherwise at the Stadium in connection with a Non-Club Event, provided that such temporary Signage or other advertising does not cover, deactivate or otherwise interfere with any Signage sold by Club or any Club Signage or otherwise conflict with any Marketing Rights sold by Club to another Person (including exclusivity in any advertising

category or other similar restrictions) and, in the case of temporary Signage, shall be removed within a reasonable time after the completion of such Non-Club Event and in all events prior to any Club Event Day. Within sixty (60) days following the Closing Date, Club shall provide to CIB a list of all advertising categories for which Club has granted exclusivity or other similar restrictions to any Person and shall thereafter update such list from time to time. Notwithstanding the foregoing, Club acknowledges that certain promoters may impose a condition upon CIB that certain advertising either be displayed or not displayed within the bowl portion of the Stadium Building at certain Non-Club Events. Club shall not take any action that would be inconsistent with or interfere with CIB's right to cause such advertising to be displayed or to prevent CIB from covering or deactivating Signage sold by Club or Club Signage in the bowl portion of the Stadium Building for such Non-Club Events at CIB's sole cost and expense where CIB's failure to comply with the condition would result in CIB's inability to host such Non-Club Event at the Stadium; provided, however, that (A) CIB shall use reasonable efforts to avoid the need to cover or deactivate such Signage or Club Signage as a condition to hosting such Non-Club Events, (B) if CIB is required to cover or deactivate some of such Signage or Club Signage in the bowl portion of the Stadium Building to allow CIB to host a Non-Club Event at the Stadium, then all of such Signage and Club Signage in the bowl portion of the Stadium Building shall be covered or deactivated and (C) solely if the failure to do so would result in the inability of CIB to host, in a particular year, any game of the NCAA Basketball Tournament at the Stadium, CIB shall be permitted to cover or deactivate Signage sold by Club (other than the name of the Stadium which may include Signage of the Naming Rights Sponsor) and Club Signage throughout the entire interior or exterior of the Stadium Building (rather than solely in the bowl portion of the Stadium Building) during such NCAA Basketball Tournament game held at the Stadium.

(ii) CIB Responsibilities. CIB shall be responsible for covering or deactivating (together with all costs and expenses related thereto) any Signage sold by Club or any Club Signage in a manner that does not damage such Signage or Club Signage. No Signage sold by Club or Club Signage that is located anywhere on the interior or exterior of the Stadium Building or otherwise at the Stadium other than the area within the bowl portion of the Stadium Building shall be covered or deactivated for any reason (other than as permitted by clause (C) of the proviso to the last sentence of Section 16.2(d)(i)) and all such Signage or Club Signage that is covered or deactivated shall be uncovered or reactivated as soon as reasonably practicable and in all instances prior to the next event to be held at the Stadium. Club shall not otherwise be responsible for any costs incurred by CIB as a result of any agreements made by CIB to display or not display any Signage or Club Signage or other advertising.

(iii) Naming Rights Sponsor. Notwithstanding anything to the contrary set forth in this Agreement, except as provided in the following sentence, CIB shall prohibit the sale or display of temporary signage or other advertising promoting a Direct Competitor or a Direct Competing Product/Service in the bowl or otherwise in the interior or on or about the exterior of the Stadium Building or otherwise at the Stadium. Notwithstanding the foregoing, (A) if, at the time any Person becomes a Naming Rights Sponsor, CIB has previously booked a Non-Club Event that includes the name of a Direct Competitor or a Direct Competing Product/Service in the actual name of such Non-Club Event, then CIB shall be permitted to hold such event at the Stadium; provided, however, that the only Signage or other advertising

promoting such Direct Competitor or such Direct Competing Product/Service in the interior or on or about the exterior of the Stadium Building or otherwise at the Stadium shall be temporary Signage or other advertising in which the only mention of such Direct Competitor or such Direct Competing Product/Service is in references to the actual name of the event (except to the extent other specific advertising or Signage was previously granted or sold to a Direct Competitor or a Direct Competing Product/Service); (B) if, with respect to events described in clause (A) of this sentence, the name of the event or other Signage or advertising promoting such Direct Competitor or such Direct Competing Product/Service will be displayed on temporary Signage or in other advertising within the bowl portion of the Stadium Building, then all Signage of the Naming Rights Sponsor in the bowl portion of the Stadium Building shall be covered or deactivated; (C) if, at the time a Naming Rights Sponsor offers a new category of product or service, CIB has previously booked a Non-Club Event that includes the name of a Direct Competitor or a Direct Competing Product/Service in the actual name of such Non-Club Event, such event shall be permitted to be held at the Stadium; provided, however, that the only Signage or other advertising promoting such Direct Competitor or such Direct Competing Product/Service in the interior or on or about the exterior of the Stadium Building or otherwise at the Stadium shall be temporary Signage or other advertising in which the only mention of such Direct Competitor or such Direct Competing Product/Service is in references to the actual name of the event (except to the extent other specific advertising or temporary signage was previously granted or sold by the promoter to a Direct Competitor or a Direct Competing Product/Service); and (D) solely if a failure to do so would result in the inability of CIB to host, in a particular year, the NCAA Basketball Tournament or the Super Bowl at the Stadium, CIB shall be permitted to sell or display temporary Signage or other advertising promoting a Direct Competitor or a Direct Competing Product/Service anywhere in the interior or on or about the exterior of the Stadium Building or otherwise at the Stadium during such NCAA Basketball Tournament or Super Bowl.

(e) Installation and Maintenance of Signage. CIB shall provide and pay for all ordinary operating, repair and maintenance costs for all Signage and Club Signage (including Signage related to Naming Rights) existing or installed on the interior or exterior of the Stadium Building or otherwise at the Stadium during the Term. Club shall fabricate and CIB shall install all additional Signage and Club Signage requested by Club and permitted under the Signage Plan (other than in connection with temporary Signage sold or displayed by CIB at Non-Club Events) during the Term. Other than the initial installation of Signage and Club Signage as contemplated in the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement, Club shall be responsible for any costs related to installation, alteration or modification of Signage or Club Signage. Notwithstanding the foregoing, CIB shall provide reasonable notice to Club prior to performing maintenance or other work on any Signage or Club Signage installed at the Stadium such that Club shall have the opportunity to direct CIB to make alterations or modifications to such Signage or Club Signage in connection with such maintenance or other work, thereby minimizing the cost or expense to Club.

SECTION 16.3. Advertising Rights.

(a) General. Subject to Section 16.3(b), Club shall have the exclusive right during the Agreement Term to negotiate, sell and contract for all Advertising Rights (any such contract between Club and another Person relating to Advertising Rights shall be referred to herein as a "Sponsorship Agreement"). Club shall have no Advertising Rights with respect to Non-Club Events. For the avoidance of doubt, Advertising Rights do not include Signage Rights, Naming Rights, Entitlement Rights or Future Marketing Rights.

(b) Cooperation. CIB shall cooperate with Club to display all commercials, boards or other advertising or marketing materials and to conduct all events or other promotions included within the Advertising Rights. No such content shall promote violence, expressly encourage illegal activity or the use of tobacco by minors, contain profanity, relate to or promote illegal drug use or disreputable sexually-oriented businesses or enterprises, or contain overt political messages.

(c) Sponsorship Agreement. The portions of any Sponsorship Agreement relating to Advertising Rights shall terminate no later than the termination or expiration of this Agreement and shall not contain any term or condition that conflicts with this Agreement.

SECTION 16.4. Naming Rights.

(a) General. Subject to Section 16.4(b), during the Agreement Term Club shall have the exclusive right, but not the obligation, (i) to negotiate, sell and contract for all Naming Rights (any such contract between Club and another Person relating to Naming Rights shall be referred to herein as a "Naming Rights Agreement") or (ii) in its discretion, to reserve some or all of the Naming Rights for its own use.

(b) Approval Rights. Any Naming Rights Sponsor (other than Club) and all Naming Rights Agreements shall be subject to the approval of CIB. No Naming Rights shall be granted by or reserved to Club that at the time granted or reserved could reasonably be deemed to cause embarrassment to CIB or City (e.g., names containing slang, barbarisms or profanity) or that could reasonably be construed to promote violence, expressly encourage illegal activity or the use of tobacco by minors, relate to any illicit drugs or any disreputable sexually oriented business or enterprise or contain an overt political message or reference.

(c) Naming Rights Agreement. Any Naming Rights Agreement shall terminate no later than the termination or expiration of this Agreement and shall not contain any term or condition that conflicts with this Agreement.

(d) Naming Rights Direct Competitors. In consultation with the Naming Rights Sponsor, CIB and Club shall negotiate in good faith to agree upon the Protected Product/Service Categories and to thereafter update such agreement and list from time to time.

(e) Implementation by CIB. CIB shall reasonably cooperate with Club in the implementation of a Naming Rights Agreement and take all actions necessary or advisable in order to effect the name adopted in the Naming Rights Agreement or by Club (if Club is a Naming Rights Sponsor). Without limiting the foregoing, CIB shall (i) use the name adopted in

the Naming Rights Agreement or by Club at all times during the term of the Naming Rights Agreement or such period during the Term as Club so directs, (ii) adopt any resolutions that are necessary or advisable to so change the name of the Stadium and (iii) promptly replace any of its promotional material that refers to the Stadium but does not use the name adopted in the Naming Rights Agreement or by Club. CIB's cooperation shall also include any subsequent name changes required as a result of the Naming Rights Sponsor changing its corporate name for any reason, provided that Club shall reimburse CIB for any such expenses incurred in connection with a subsequent name change, including replacement of CIB promotional materials, within fourteen (14) Business Days after the receipt by Club of an invoice therefor from CIB along with reasonable supporting documentation of such expenses.

SECTION 16.5. Entitlement Rights.

(a) **General.** Subject to Section 16.5(b), in addition to Naming Rights, during the Agreement Term Club shall have the exclusive right to negotiate, sell and contract for all Entitlement Rights (any such contract between Club and another Person relating to Entitlement Rights shall be referred to herein as an "Entitlement Rights Agreement"). No Entitlement Rights shall be granted by Club that at the time granted could reasonably be deemed to cause embarrassment to CIB or City (e.g., names containing slang, barbarisms or profanity) or that could reasonably be construed to promote violence, expressly encourage illegal activity or the use of tobacco by minors, relate to any illicit drugs or any disreputable sexually oriented business or enterprise or contain an overt political message or reference.

(b) **Entitlement Rights Agreement.** Any Entitlement Rights Agreement shall terminate no later than the termination or expiration of this Agreement and shall not contain any term or condition that conflicts with this Agreement.

SECTION 16.6. Future Marketing Rights.

(a) **General.** Subject to Section 16.6(b), in addition to the other Marketing Rights described herein and not in lieu thereof, during the Agreement Term Club shall have the exclusive right to negotiate, sell and contract for all Future Marketing Rights relating to the interior and exterior of the Stadium Building or otherwise relating to the Stadium (any such contract between Club and another Person relating to Future Marketing Rights shall be referred to herein as a "Future Marketing Rights Agreement"); provided, however, that if such Future Marketing Rights would be included within the definition of another type of Marketing Rights (i.e., Signage Rights, Advertising Rights, Naming Rights or Entitlement Rights), then the parties' rights and obligations with respect to such Future Marketing Rights shall be consistent with those contemplated with respect to such other type of Marketing Rights.

(b) **Future Marketing Rights Agreement.** Any Future Marketing Rights Agreement shall terminate no later than the termination or expiration of this Agreement and shall not contain any term or condition that conflicts with this Agreement.

ARTICLE 17. ALLOCATION OF REVENUE

SECTION 17.1. Club Revenue.

(a) Club Games and Other Club Events. For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Agreement, Club shall receive (i) any and all revenues derived from Club Games and other Club Events, including ticket sales, parking, broadcasting and telecasting, the sale of Novelties, promotions, sponsorships, Signage, advertising, pre-game and post-game events, the operations of any proprietary wireless network, and other revenues derived from the performance of Club Games and other Club Events in the future, whether similar or dissimilar to the types of revenues presently realized from Club Games and other Club Events and (ii) the Profit Portion arising from Concessions (including Suite concession revenues) on Club Event Days. To avoid any implication of double counting, the revenues to be received by Club pursuant to clause (i) of the preceding sentence shall not include any revenues derived from Concessions.

(b) Marketing Rights. Club shall receive all of the revenues derived from the sale or licensing of Marketing Rights by Club.

(c) Suite License Fees. Club shall receive all Suite License fees.

(d) No Guarantees. In the Existing Lease (prior to any amendment thereto), CIB made certain guarantees to Club with respect to revenues from the sale of tickets and rental for the use of sky-boxes. In the Existing Lease, Club had the right to terminate the Existing Lease under certain circumstances based upon Club's financial performance in comparison to all other NFL teams over a period of years. The parties acknowledge that this Agreement contains no such guarantees for the sale of suites, club seats or tickets nor does it guarantee Club that attendance will reach any certain level. The parties acknowledge that this Agreement contains no assurance as to Club's financial performance in comparison to any other NFL team. The parties also acknowledge that Club has made no representation to CIB with respect to its financial condition in connection with the negotiation of this Agreement nor made any guarantee to CIB with respect to attendance at any Club Event. For the avoidance of doubt, the forgoing sentences of this Section 17.1(d) are not intended to defeat, impair or reduce any of the obligations of CIB set forth in this Agreement, do not constitute a defense or mitigating factor to any claim by Club that it has been damaged by a breach by CIB of its obligations under this Agreement, and shall not otherwise be construed in a manner that deprives Club of the benefit of its bargain.

SECTION 17.2. CIB Revenue.

(a) Non-Club Events. For the avoidance of doubt, subject to Section 17.1 and to the payments to be made by CIB to Club pursuant to Section 10.2, CIB shall receive all revenues derived from Non-Club Events. CIB represents and warrants as of the Effective Date and as of the Closing Date that it has not entered into, and agrees that it shall not at any time during the Agreement Term enter into, any contracts or agreements that would have the effect of interfering with Club's rights under this Agreement (including Club's rights pursuant to Section 17.1); provided, however, that Club acknowledges the scheduling or hosting of Non-Club Events at the

Stadium as permitted by the terms and conditions of this Agreement (including Article 5) shall not be deemed to interfere with Club's rights under this Agreement.

(b) Automated Teller Machines. CIB shall receive all of the revenues from the licensing of the right to operate automated teller machines at the Stadium.

ARTICLE 18. REPRESENTATIONS AND WARRANTIES

SECTION 18.1. Representations, Warranties and Covenants of Club. Club represents and warrants to CIB, as of the Effective Date (unless otherwise expressly provided herein) and as of the Closing Date, as follows:

(a) Organization. Club is a corporation duly organized, existing and in good standing under the laws of the State of Delaware. 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. Club is duly qualified or licensed to conduct business as a foreign corporation in the State.

(b) Authorization. Subject to obtaining the NFL Approval, Club has the full right, power and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. As of the Closing Date, (i) the execution, delivery and performance of this Agreement by Club have 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 CIB and (ii) this Agreement has been duly executed and delivered by Club.

(c) Binding Obligation and Enforcement. As of the Closing Date, subject to obtaining the NFL Approval, this Agreement constitutes legal, valid and binding obligations of Club, enforceable against Club in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies and a court's discretion in applying principles of equity.

(d) No Conflict.

(i) Governing Documents. Subject to obtaining the NFL Approval, the execution, delivery and performance of this Agreement by Club do not and will not result in or cause a violation or breach of, or conflict with, any provision of Club's certificate of incorporation, by-laws or other governing documents, or the NFL Rules. A true, complete and correct copy of the NFL's Constitution, By-Laws and Game Operations Manual, in each case as in effect as of the Effective Date, have been delivered to CIB.

(ii) Law. The execution, delivery and performance of this Agreement by Club do not and will not result in or cause a violation or breach of, or conflict with, any Laws applicable to Club or any of its properties or assets which will have a material adverse effect on Club's ability to perform and satisfy its obligations and duties hereunder.

(iii) Contracts. Subject to obtaining the NFL Approval, the execution, delivery and performance of this Agreement by Club do not and will not result in or cause a violation or breach 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 Club is a party or by which Club or any of its properties or assets are bound which will have a material adverse effect on Club's ability to perform and satisfy its obligations and duties hereunder.

(e) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to Club's knowledge, threatened by any Person, against Club or its assets or properties which if unfavorably determined would have a material adverse effect on Club's ability to perform and satisfy its obligations and duties hereunder.

SECTION 18.2. Representations, Warranties and Covenants of CIB. CIB represents and warrants to Club, as of the Effective Date (unless otherwise expressly provided herein) and as of the Closing Date, as follows:

(a) Organization. CIB is a governmental entity, duly organized and existing under and by virtue of the provisions of Indiana Code § 36-10-9. CIB 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.

(b) Authorization. CIB has the full right, power and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. As of the Closing Date, (i) the execution, delivery and performance of this Agreement by CIB have 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 Club and (ii) this Agreement has been duly executed and delivered by CIB.

(c) Binding Obligation and Enforcement. As of the Closing Date, this Agreement constitutes legal, valid and binding obligations of CIB, enforceable against CIB in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies and a court's discretion in applying principles of equity.

(d) No Conflict.

(i) Governing Documents. The execution, delivery and performance of this Agreement by CIB do not and will not result in or cause a violation or breach of, or conflict with, any provision of CIB's governing documents or rules, policies or regulations applicable to CIB.

(ii) Law. The execution, delivery and performance of this Agreement by CIB do not and will not result in or cause a violation or breach of, or conflict with, Laws applicable to CIB or any of its properties or assets which will have a material adverse effect on CIB's ability to perform and satisfy its obligations and duties hereunder. All actions and determinations required to be taken or made by CIB prior to the Effective Date and prior to the Closing Date as provided for in Indiana Code § 5-1-17 have been taken or made.

(iii) Contracts. The execution, delivery and performance of this Agreement by CIB do not and will not result in or cause a violation or breach 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 (including under the Master Sublease) to which CIB is a party or by which CIB or any of its properties or assets are bound which will have a material adverse affect on CIB's ability to perform and satisfy its obligations and duties hereunder.

(e) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to CIB's knowledge, threatened by any Person, against CIB or its assets or properties which if unfavorably determined against CIB would have a material adverse effect on CIB's ability to perform and satisfy its obligations and duties hereunder.

SECTION 18.3. Representations, Warranties and Covenants of City. City represents and warrants to Club, as of the Effective Date (unless otherwise expressly provided herein) and as of the Closing Date, as follows:

(a) Organization. City is a municipal corporation duly organized and existing pursuant to Indiana Code § 36-3. City 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.

(b) Authorization. City has the full right, power and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. As of the Closing Date, (i) the execution, delivery and performance of this Agreement by City have 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 Club and (ii) this Agreement has been duly executed and delivered by City.

(c) Binding Obligation and Enforcement. As of the Closing Date, this Agreement constitutes legal, valid and binding obligations of City, enforceable against City in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies and a court's discretion in applying principles of equity.

(d) No Conflict.

(i) Governing Documents. The execution, delivery and performance of this Agreement by City do not and will not result in or cause a violation or breach of, or conflict with, any provision of City's governing documents or rules, policies or regulations applicable to City.

(ii) Law. The execution, delivery and performance of this Agreement by City does not and will not result in or cause a violation or breach of, or conflict with, any Laws applicable to City or any of its properties or assets which will have a material adverse affect on City's ability to perform and satisfy its obligations and duties hereunder.

(iii) Contracts. The execution, delivery and performance of this Agreement by City do not and will not result in or cause a violation or breach 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 City is a party or by which City or any of its properties or assets are bound which will have a material adverse affect on City's ability to perform and satisfy its obligations and duties hereunder.

(e) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to City's knowledge, threatened by any Person, against City or its assets or properties which if unfavorably determined against City would have a material adverse effect on City's ability to perform and satisfy its obligations and duties hereunder.

SECTION 18.4. Environmental Laws and Hazardous Materials. Except as set forth in the due diligence materials identified in Schedule 18.4, no condition exists or event has occurred at the Project Site or the CIB Provided Parking, to CIB's knowledge, which, with or without notice or the passage of time or both, would constitute a violation of or give rise to any liability, obligation or Lien under any Environmental Law (or could give rise to any present or future liability or obligation by Club pursuant to any Environmental Law). As of the Operating Commencement Date, the Stadium shall be in compliance with all Environmental Laws. Prior to the Operating Commencement Date, CIB shall be in possession of all Environmental Permits required for the conduct or operation of the Stadium and shall at all times be and remain in compliance with all of the requirements and limitations included in any Environmental Permit. As of the Effective Date and as of the Closing Date, to CIB's knowledge, except as set forth in the due diligence materials identified in Schedule 18.4, there are no Hazardous Materials in, on or at the Project Site or the CIB Provided Parking. As of the Operating Commencement Date, except as is permitted under and consistent with Environmental Laws, there shall not be any, and CIB shall not have used or stored any, Hazardous Materials in the Stadium or on or at the Stadium, except as is permitted under and consistent with Environmental Laws. No Hazardous Materials shall have been used in the construction or repair of, or any alterations or additions to, the Stadium except for Hazardous Materials that were used for such purposes as permitted under and consistent with Environmental Laws. No notice from any Governmental Authority or any other Person has been received by CIB claiming that CIB or the Stadium (or the Project Site or CIB Provided Parking) is in violation of any Environmental Law or Environmental Permit or that it is responsible (or potentially responsible) for the cleanup or remediation of any substances. CIB has not, and to its knowledge, except as set forth in the due diligence materials identified in Schedule 18.4, no other Person has, deposited or incorporated any Hazardous Materials into, on, beneath or adjacent to the Stadium (or the Project Site or CIB Provided Parking) that are not permitted under and consistent with Environmental Laws. CIB has delivered to Club true, accurate and complete copies of the due diligence materials identified in Schedule 18.4. As of the Closing Date, CIB has provided to Club true, correct and complete copies of the environmental reports listed in Schedule 18.4, other than the first and second scheduled reports (which reports were provided by Authority), and such reports (other than the first and second reports on such Schedule 18.4) are all of the environmental reports and studies obtained by CIB pertaining to the Project Site and CIB Provided Parking.

ARTICLE 19. CHANGE IN CONDITION

SECTION 19.1. No Other Basis for Termination. Except as expressly set forth in Section 19.2, there are no other circumstances in which a party may terminate this Agreement.

SECTION 19.2. Change in Condition. This Agreement may be terminated at any time during the Term:

- (a) upon the mutual written agreement of Club, CIB and, so long as Authority is a party to the Master Lease, Authority;
- (b) by Club, upon the adjudication of CIB as bankrupt, or CIB suffering permanent or temporary court-appointed receivership of all or substantially all of its property or assets, making a general assignment for the benefit of creditors or suffering the filing of a voluntary or involuntary bankruptcy petition that is not dismissed within sixty (60) days after filing, in which case termination shall be effective thirty (30) days after notice is given of such intent to terminate;
- (c) by Club or CIB, upon the exercise by Club, CIB or Authority of such party's right to terminate the Development Agreement pursuant to the terms of Section 9.5 of the Development Agreement;
- (d) by Club, in the event that CIB, (i) in response to a claim by any Club Compensated Party for compensation of Losses incurred or suffered by such Club Compensated Party pursuant to Section 23.3 of this Agreement, both (A) asserts as a defense to such claim that it is entitled to sovereign immunity or that it lacked authority to enter into any of its obligations hereunder, or that any of its obligations hereunder are unenforceable or are void (but expressly excluding any suggestion of lack of federal court jurisdiction) and (B) fails to withdraw such defenses within fifteen (15) Business Days after Club provides to CIB notice demanding that CIB withdraw such defenses, which demand may be made by Club at any time, (ii) fails to pay any damage award or awards to Club totaling more than \$1 million in the aggregate under this Agreement (as determined in an award by the arbitrators pursuant to Article 25 or by a court of competent jurisdiction in a final non-appealable order) within twelve (12) months after the date of such award or order or (iii) fails to reimburse any Club Compensated Party for Losses incurred or suffered by them as required pursuant to Section 23.3(d) (as determined in an award by the arbitrators pursuant to Article 25 or by a court of competent jurisdiction in a final non-appealable order) within twelve (12) months after the date of such award or order.
- (e) by CIB, upon the adjudication Club as bankrupt, or Club suffering permanent or temporary court-appointed receivership of all or substantially all of its property or assets, making a general assignment for the benefit of creditors or suffering the filing of a voluntary or involuntary bankruptcy petition that is not dismissed within sixty (60) days after filing, in which case termination shall be effective thirty (30) days after notice is given of such intent to terminate; or
- (f) by Club, as contemplated in Section 3.1, Article 20 or Article 21.

SECTION 19.3. Effect of Termination. The termination 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 or expiration. For the avoidance of doubt, this Section 19.3, Section 19.4, Article 23, Article 25 and Article 26 shall survive the termination or expiration of this Agreement for such purpose. No party shall be entitled to any damages or recovery of any Losses (including lost revenues) arising or accruing after the date of any termination of this Agreement pursuant to Section 19.2.

SECTION 19.4. Disputes Regarding Termination. In the event of a dispute regarding the occurrence of a change of condition identified in Section 19.2: (i) notwithstanding anything to the contrary set forth in this Agreement, the prevailing party in any such dispute will be entitled to payment by the non-prevailing party of the prevailing party's expenses including court costs and reasonably attorneys' fees, related to such proceeding or enforcement of any final order or other determination of a court of competent jurisdiction relating thereto; and (ii) the parties acknowledge, agree and stipulate not to challenge or otherwise contest any determination of the Market Professional under Section 20.1, except a challenge or contest asserted in good faith based on fraud.

ARTICLE 20. DAMAGE OR DESTRUCTION

SECTION 20.1. Damage or Destruction of Stadium. If the Stadium, or any portion of the Stadium, is damaged or destroyed or otherwise is in a condition such that it cannot be placed in a Game Ready Condition on a Game Day as a result of any cause, thing or matter whatsoever (including any Force Majeure Event, any Construction Failure, any breach of the Environmental Provisions or any act or omission of CIB or Club) (a "Destruction Event"), then CIB shall promptly, diligently and expeditiously rebuild, repair and restore the Stadium as soon as reasonably possible (i) to the condition that existed immediately prior to such Destruction Event (and, with respect to the Stadium Building, to a functional architectural unit that substantially conforms to the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement), (ii) to a condition that satisfies CIB's obligations under Section 9.1 and (iii) to a condition that will enable the Stadium to be placed in a Game Ready Condition on a Game Day; provided, however, that Club acknowledges that the Stadium shall not be deemed to be in a condition such that it cannot readily be placed in a Game Ready Condition on a Game Day by reason of ordinary wear and tear or the existence of superior facilities elsewhere. Notwithstanding the foregoing, if, with respect to a Destruction Event that occurs during the first twenty (20) years of the Term, for any reason, it is reasonably projected in writing by the Market Professional to take CIB longer than the Restoration Period to rebuild, repair and restore the Stadium (or CIB fails to diligently proceed with rebuilding, repairing or restoring the Stadium as required pursuant to this Section 20.1 until completion), then Club shall have the right to immediately terminate this Agreement by delivering notice thereof to CIB within the period beginning on the day Club is notified in writing of such determination of the Market Professional and ending fifty (50) days after the day Club is notified in writing of such determination of the Market Professional (or, if CIB fails to diligently proceed with the rebuilding, repairing or restoring of the Stadium until completion, Club shall have the right to immediately terminate this Agreement by delivering notice thereof to CIB (i) at any time within the fifty (50) day period after both Club has provided notice to CIB describing such failure and CIB's failure has continued for a period of fifteen (15)

days following receipt of such notice or (ii) in the event that Club has previously provided two (2) or more such notices during the Term related to any single Destruction Event, at any time within the fifty (50) day period after Club discovers such failure). If, with respect to a Destruction Event that occurs during the last ten (10) years of the Term, it is reasonably projected in writing by the Market Professional to take CIB longer than one (1) year from the date of such Destruction Event (or such longer time period to the following July 15 if such Destruction Event occurred on a date that is not within a Club Season, provided that for purposes of this parenthetical, the period beginning on the July 16 preceding a Club Season and ending on the day before the first day of such Club Season, shall be deemed to be within such Club Season) to rebuild, repair or restore the Stadium (or, if CIB fails to diligently proceed with rebuilding, repairing or restoring the Stadium as required pursuant to this Section 20.1 until completion), then Club shall have the right to immediately terminate this Agreement by delivering notice thereof to CIB within the period beginning on the day Club is notified in writing of such determination of the Market Professional and ending fifty (50) days after the day Club is notified in writing of such determination of the Market Professional (or if CIB fails to diligently proceed with the rebuilding, repairing or restoring of the Stadium until completion, Club shall have the right to immediately terminate this Agreement by delivering notice thereof to CIB (x) at any time within the fifty (50) day period after both Club has provided notice to CIB describing such failure and CIB's failure has continued for a period of fifteen (15) days following receipt of such notice or (y) in the event that Club has previously provided two (2) or more such notices during the Term related to any single Destruction Event, at any time within the fifty (50) day period after Club discovers such failure). Notwithstanding anything to the contrary set forth in this Agreement, (i) in the event that a Destruction Event occurs on a date that is within a Club Season, CIB shall use best efforts, including, so long as such damage or destruction was not caused by any act or omission of Club or any of its employees, representatives, agents or Club Contractors (in each case, acting in their respective capacities as such), the use of overtime and premium work, to rebuild, repair and restore the Stadium as required hereunder on or prior to the July 15 immediately prior to the commencement of the second Club Season following such Destruction Event and (ii) if a Destruction Event occurs as the result of an act or omission of Club or any of its employees, representatives, agents or Club Contractors (in each case, acting in their respective capacities as such), then Club shall not have the right to terminate this Agreement pursuant to this Section 20.1 unless CIB abandons the rebuilding, repairing or restoration of the Stadium or fails to diligently rebuild, repair and restore the Stadium until completion, in which case Club shall have the right to immediately terminate this Agreement by delivering notice thereof to CIB (x) at any time within the fifty (50) day period after both Club has provided notice to CIB describing such failure and CIB's failure has continued for a period of fifteen (15) days following receipt of such notice or (y) in the event that Club has previously provided two (2) or more such notices during the Term related to any single Destruction Event of the type described in clause (ii) of this sentence, at any time within the fifty (50) day period after Club discovers such failure.

SECTION 20.2. Notice Procedures. Upon the occurrence of a Destruction Event, CIB shall notify Club in writing of the occurrence of such Destruction Event (and all known details related thereto) promptly, but in any event no later than five (5) Business Days following such occurrence, and CIB and Club shall use commercially reasonable efforts to promptly contract with Irv Richter, currently of Hill International, Inc., or, if Irv Richter is unavailable due to death, incapacity or lack of independence or if such individual declines to serve in such position, to

select and contract with a mutually agreeable independent construction professional selected from the list set forth on Exhibit E or, if all of such individuals are unavailable due to death, incapacity, lack of independence or all of such individuals declining to serve in such position, another independent construction professional agreed to by Club and CIB who is an individual experienced in design and construction of similar facilities (such individual who is ultimately selected, the "Market Professional"); provided that the parties agree that none of the persons named in this Section 20.2 or in Exhibit E shall be deemed to be unavailable in connection with any Destruction Event solely because such person is affiliated with a different firm from that identified in this Section 20.2 or in Exhibit E on the date of such Destruction Event (so long as such individual or firm is not a party to, or an Affiliate of a party to, this Agreement). The Market Professional shall inspect the Stadium or portions thereof affected by the Destruction Event and provide to Club and CIB a reasonable, good faith projection of the time required to rebuild, repair and restore the Stadium to a Game Ready Condition. The costs and expenses of the Market Professional shall be shared equally between Club and CIB. The contract with the Market Professional shall provide, among other things, that (i) the Market Professional shall provide to Club and CIB its good faith projection of the time required to rebuild, repair and restore the Stadium as promptly as practicable, but in no event more than thirty (30) days following his selection as the Market Professional, (ii) all written work product of the Market Professional or other reports, documents, materials or other written information or communications provided by the Market Professional to any party to this Agreement shall be provided to all parties to this Agreement at approximately the same time and in the same manner, (iii) Club shall ensure that all reports, documents, materials or other written information or communications provided by Club to the Market Professional shall be provided to CIB at approximately the same time and in the same manner and CIB shall ensure that all reports, documents, materials or other written information or communications provided by CIB or City to the Market Professional shall be provided to Club at approximately the same time and in the same manner and (iv) all oral communications by or to the Market Professional with respect to the services contemplated to be provided by this Section 20.2 shall be made in the presence of at least one representative of Club, on the one hand, and at least one representative of CIB, on the other hand. Club and CIB agree that no individual shall be considered independent and therefore shall not be permitted to serve as a Market Professional if such individual or any affiliate or related entity of such individual has been engaged to perform any services for Club, CIB, City or Authority or any of their affiliates or related entities within the five (5) year period prior to the time of the Destruction Event. Each of Club and CIB shall cooperate with the Market Professional at all times.

SECTION 20.3. CIB's Obligations. For the avoidance of doubt and notwithstanding anything to the contrary set forth in this Agreement, CIB shall be required to compensate Club pursuant to Section 23.3 and the other applicable provisions and procedures of Article 23 for all Losses suffered or incurred by Club in connection with Club not being able to play one or more Club Game(s) at the Stadium relating to or arising out of or in connection with (i) any breach of or any inaccuracy in (or any alleged breach of or inaccuracy in) any representation or warranty made by CIB or City in this Agreement or any breach of or failure by CIB or City to perform any covenant or obligation of CIB or City set out in this Agreement or (ii) the negligence or willful misconduct of CIB, City or either of their affiliates or any of their respective employees, agents and representatives.

SECTION 20.4. Assistance. In the event of a Destruction Event that prohibits any Club Game from occurring at the Stadium, CIB shall assist Club in good faith to obtain an alternate site for Club Games.

ARTICLE 21. EMINENT DOMAIN

SECTION 21.1. No Exercise by CIB, City or Related Entities. Commencing upon the Effective Date and continuing for the period ending one year after the termination or expiration of this Agreement, neither CIB nor City shall, nor shall CIB or City permit MCCRFA, the County or City (or any affiliate or related entity) to, directly or indirectly, exercise the right of Eminent Domain to acquire all or any portion of (i) the Stadium, (ii) Club's Franchise, (iii) the capital stock of, or any other equity interests in, or any assets of Club or any of its Affiliates or subsidiaries or (iv) the Training Facility. Club acknowledges that neither of the following shall be deemed to violate this Section 21.1 or Section 21.2: (x) a temporary emergency taking of the Stadium or the Training Facility by a Governmental Authority in connection with a war or other national emergency or a natural disaster and (y) a taking to accommodate a road widening that does not materially and adversely affect the operation of the Stadium or the Training Facility.

SECTION 21.2. Stadium Eminent Domain. If all or any portion the Stadium (other than the CIB Provided Parking or the Authority Provided Parking) is taken or condemned in any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority for any public or quasi-public use or purpose, including a voluntary sale to such authority under threat of condemnation or while such action is pending ("Eminent Domain"), CIB shall (i) notify Club in writing of the taking or condemnation by Eminent Domain promptly, but in any event no later than five (5) Business Days following such taking or condemnation and (ii) promptly, diligently and expeditiously rebuild, repair and restore the Stadium as soon as reasonably possible (x) to as similar a condition as is reasonably possible to the condition that existed immediately prior to such Eminent Domain (and , in the case of the Stadium Building, to a functional architectural unit that substantially conforms to the latest of the Stadium Program, the Design Development Drawings, the Project Plans and the As-Built Plans prepared pursuant to the Development Agreement), (y) to a condition that satisfies CIB's obligations under Section 9.1 and (z) to a condition that will enable the Stadium to be placed in a Game Ready Condition on a Game Day; and this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if more than a de minimus portion of the physical structure of the Stadium Building is taken or condemned by Eminent Domain other than by a federal Governmental Authority during the Term, then Club shall have the right to immediately terminate this Agreement by delivering notice thereof to CIB within seventy-five (75) days following Club's receipt of the notice from CIB required pursuant to clause (i) of the first sentence of this Section 21.2, in which case CIB shall not have the obligations imposed in clause (ii) of the first sentence of this Section 21.2. For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Agreement, the taking or condemnation of all or any portion of the Stadium by Eminent Domain by City, MCCRFA, the County or City (or any affiliate or related entity) shall be deemed to be a breach of this Agreement by CIB for which CIB shall be required to compensate Club pursuant to Section 23.3 and the other applicable provisions and procedures of Article 23 for all Losses suffered or incurred by Club relating to or arising out of or in connection therewith. In the event of any taking or condemnation by Eminent Domain, Club also shall have the right to receive an amount equal to twenty percent (20%) of the

condemnation award in connection therewith, which right shall be in addition to the right to recover the other Losses suffered by Club resulting therefrom and the right to terminate this Agreement upon the occurrence of an event described in the second sentence of this Section 21.2.

SECTION 21.3. Parking Allotment Eminent Domain. Without limiting CIB's obligations under Section 21.1 and Section 21.2, if parking spaces or land within the Parking Allotment are taken or condemned by Eminent Domain during the Term, CIB shall provide reasonably acceptable replacement land and spaces located within the city blocks adjacent to the area bounded by Missouri Street to the West, McCarty Street to the South, Capitol Avenue to the East and South Street to the North, provided that such replacement land and spaces, in substantial part, are immediately adjacent to the rights-of-way of such streets. In the event that land or spaces are replaced as permitted in the preceding sentence, then CIB shall be required to replace and reinstall all Signage and Club Signage that is then located on the Parking Allotment in areas designated by Club on the replacement land or elsewhere as permitted by the Signage Plan at CIB's sole expense.

ARTICLE 22. FORCE MAJEURE

SECTION 22.1. Delay or Default Excused. Subject to Article 20 and Article 21 (which shall govern and control in all instances with respect to the respective subject matter covered in such Articles), neither CIB nor Club shall be liable for any failure to perform its obligations under this Agreement and any resulting Losses to the other parties if the fulfillment of any of the terms or provisions of this Agreement is delayed or prevented by a Force Majeure Event. A party whose performance is affected by a Force Majeure Event shall give prompt notice to the other parties stating the details of the event and a good faith estimate of the expected duration of the event. After notice is given with respect to a Force Majeure Event, the parties shall keep each other apprised of the situation until the Force Majeure Event terminates. Each party shall be required to use all commercially reasonable efforts to correct or cure any Force Majeure Event, to the extent such correction or cure is reasonably within such party's control; provided, however, that Club and NFL shall in all cases have full management discretion in dealing with their respective labor issues (including a player strike) and Club shall not be liable for any failure to perform its obligations under this Agreement or any resulting Losses to the other parties resulting therefrom.

ARTICLE 23. COMPENSATION

SECTION 23.1. Survival. Unless otherwise expressly provided herein, all of the representations and warranties of the parties contained herein shall in all cases be made as of the Effective Date and as of the Closing Date and shall survive the execution of this Agreement through the Term. The covenants of each party in this Agreement which are to be performed in whole or in part after the Effective Date or after the Closing Date shall survive the execution of this Agreement and will continue in full force and effect in accordance with their terms.

SECTION 23.2. Compensation by Club. Club agrees to compensate each of the CIB Compensated Parties for, and agrees to hold each of them harmless from, any and all Losses

incurred or suffered by them relating to or arising out of or in connection with any of the following:

- (a) any breach of or any inaccuracy in (or any alleged breach of or inaccuracy in) any representation or warranty made by Club in this Agreement;
- (b) any breach of or failure by Club to perform any covenant, obligation or agreement of Club set out or contemplated in this Agreement; or
- (c) any personal injury, bodily injury, death or property damage occurring at the Stadium resulting from the negligent, wrongful or willful acts or omissions of Club or its affiliates, or its or their respective employees, agents or Club Contractors, in each case acting in their respective capacities as such.

SECTION 23.3. Compensation by CIB. CIB agrees to compensate each of the Club Compensated Parties for, and agrees to hold each of them harmless from, any and all Losses incurred or suffered by them relating to or arising out of or in connection with any of the following:

- (a) any breach of or any inaccuracy in (or any alleged breach of or inaccuracy in) any representation or warranty made by CIB or City in this Agreement;
- (b) any breach of or failure by CIB or City to perform any covenant, obligation or agreement of CIB or City set out or contemplated in this Agreement;
- (c) any personal injury, bodily injury, death or property damage (other than personal injury, bodily injury or death of participants directly caused by the act of playing football during a Club Event) occurring at the Stadium, other than personal injury, bodily injury, death or property damage resulting from the negligent, wrongful or willful acts or omissions of (i) Club or its affiliates or its or their respective employees, agents or Club Contractors, in each case acting in their respective capacities as such, (ii) Designated Broadcasters or their affiliates or their respective employees, agents or independent contractors or (iii) any other NFL team playing in a Club Game at the Stadium as Club's opponent or such NFL team's affiliates or its or their respective employees, agents or independent contractors; or
- (d) any Prohibited Game.

SECTION 23.4. Claims. As soon as is reasonably practicable after becoming aware of a claim for compensation under this Agreement not involving a claim, or the commencement of any suit, action or proceeding, of the type described in Section 23.5, the Compensated Person shall give notice to the Compensating Person of such claim, which notice shall specify (i) the facts alleged to constitute the basis for such claim, (ii) the representations, warranties, covenants and obligations alleged to have been breached and (iii) the damages (to the extent then determinable) or other remedy that the Compensated Person seeks hereunder from the Compensating Person; provided, however, that the failure of the Compensated Person to give such notice shall not relieve the Compensating Person of its obligations under this Article 23 except to the extent (if any) that the Compensating Person shall have been prejudiced thereby. If the Compensating Person does not object in writing to such compensation claim within thirty

(30) calendar days of receiving notice thereof, the Compensated Person shall be entitled to recover promptly from the Compensating Person, and the Compensating Person shall promptly pay to the Compensated Person, the amount of such claim (but such recovery shall not limit the amount of any additional compensation to which the Compensated Person may be entitled pursuant to Section 23.2 or Section 23.3) or provide such other relief specified in the notice, and no later objection by the Compensating Person shall be permitted. If within such thirty (30) day period the Compensating Person agrees that it has a compensation obligation but objects that it is obligated to pay only a lesser amount or to provide only a portion of the relief, the Compensated Person shall nevertheless be entitled to recover from the Compensating Person, and the Compensating Person shall promptly pay to the Compensated Person, the lesser amount or provide such lesser relief, without prejudice to the Compensated Person's claim for full amount or relief specified. If the Compensating Person does raise any objections in a written instrument delivered to the Compensated Person within such thirty (30) day period, and the parties cannot resolve such objections within thirty (30) calendar days after the Compensated Person's receipt of the written statement of objections of the Compensating Person, any remaining disputes shall be resolved by arbitration pursuant to the provisions of Article 25.

SECTION 23.5. Notice of Third Party Claims; Assumption of Defense. The Compensated Person shall give notice as promptly as is reasonably practicable to the Compensating Person of the assertion of any claim, or the commencement of any suit, action or proceeding, by any Person not a party hereto in respect of which compensation may be sought under this Agreement; provided, however, that the failure of the Compensated Person to give notice shall not relieve the Compensating Person of its obligations under this Article 23 except to the extent (if any) that the Compensating Person shall have been prejudiced thereby. The Compensating Person may, at its own expense, (i) participate in the defense of any such claim, suit, action or proceeding and (ii) upon notice to the Compensated Person and the Compensating Person's delivering to the Compensated Person a written agreement that the Compensated Person is entitled to compensation pursuant to Section 23.2 or Section 23.3 for all Losses arising out of such claim, suit, action or proceeding and that the Compensating Person shall be liable for the entire amount of any Losses resulting therefrom, at any time during the course of any such claim, suit, action or proceeding, assume the defense thereof; provided, further, that (x) the Compensating Person's counsel is reasonably satisfactory to the Compensated Person and (y) the Compensating Person shall thereafter consult with the Compensated Person upon the Compensated Person's reasonable request for such consultation from time to time with respect to such claim, suit, action or proceeding. If the Compensating Person assumes such defense, the Compensated Person shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Compensating Person. If, however, the Compensated Person reasonably determines in its judgment that representation by the Compensating Person's counsel of both the Compensating Person and the Compensated Person would present such counsel with a conflict of interest, then such Compensated Person may employ separate counsel to represent or defend it in any such claim, action, suit or proceeding and the Compensating Person shall pay the fees and disbursements of such separate counsel. Whether or not the Compensating Person chooses to defend or prosecute any such claim, suit, action or proceeding, all of the parties hereto shall cooperate in the defense or prosecution thereof.

SECTION 23.6. Settlement or Compromise. Any settlement or compromise made or caused to be made by the Compensated Person or the Compensating Person, as the case may be, of any such claim, suit, action or proceeding of the kind referred to in Section 23.5 shall also be binding upon the Compensating Person or the Compensated Person, as the case may be, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise; provided, however, that no obligation, restriction or Loss shall be imposed on the Compensated Person as a result of such settlement without its prior consent. The Compensated Person shall give the Compensating Person at least thirty (30) days' prior notice of any proposed settlement or compromise of any claim, suit, action or proceeding referred to in Section 23.5 that it is defending, during which time the Compensating Person may reject such proposed settlement or compromise; provided, however, that from and after such rejection, the Compensating Person shall be obligated to assume the defense of and full and complete liability and responsibility for such claim, suit, action or proceeding and any and all Losses in connection therewith in excess of the amount of uncompensatable Losses which the Compensated Person would have been obligated to pay under the proposed settlement or compromise.

SECTION 23.7. Failure of Compensating Person to Act. In the event that the Compensating Person does not elect to assume the defense of any claim, suit, action or proceeding, then any failure of the Compensated Person to defend or to participate in the defense of any such claim, suit, action or proceeding or to cause the same to be done, shall not relieve the Compensating Person of its obligations hereunder.

ARTICLE 24. INSURANCE

SECTION 24.1. CIB's Insurance Requirements. CIB shall purchase and maintain at its own cost and expense, commencing no later than the Operating Commencement Date and continuing through the end of the Term, the following insurance coverage:

(a) Commercial General Liability insurance, Broad Form, including premises, operations, products, completed operations and contractual liability coverage, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage, covering CIB's obligations and liabilities under this Agreement and Host Liquor Liability insurance. Such policy shall be written on an occurrence basis.

(b) Comprehensive Automobile Liability insurance in the amount of \$1,000,000 per accident combined single limit, for bodily injury and property damage, for all owned, non-owned and hired vehicles.

(c) Umbrella (Excess) Liability insurance in the amount of \$50,000,000 combined single limit, for bodily injury, personal injury and property damage and providing excess limits over the primary policies required pursuant to Section 24.1(a), Section 24.1(b) and the Employer's Liability insurance required pursuant to Section 24.1(d). Such policy is to be written on an occurrence basis. The amount of such coverage shall be increased every five (5) years to reflect the change in the CPI. The basis for calculating the amount of such adjustment shall be the CPI for the month in which the Operating Commencement Date occurs ("Commencement CPI") as compared to the CPI for the month in which the applicable anniversary date occurs

("Anniversary CPI"). Such calculation shall be accomplished by subtracting the Commencement CPI from the Anniversary CPI, with the resulting difference to be divided by the Commencement CPI. The result of such division shall determine the percentage of increase or decrease in the insurance to be in force under this Section 24.1(c).

(d) Workers Compensation insurance, including statutory coverage as required by the Indiana State Workers Compensation Law and any other applicable Law, and Employer's Liability coverage in the amount of \$1,000,000 each accident or disease.

(e) "All Risk" Property insurance, including coverage for sewer backup, pollution cleanup, utility interruption, flood fire and all other perils covered by a Standard All Risk Insurance policy, as well as time element coverage of business interruption, loss of rents and extra expense on the Stadium. Coverage shall be written on a full replacement cost basis (initially in an amount of not less than \$500,000,000), with a deductible of no more than \$500,000. Earthquake coverage shall also be included up to amounts dictated by availability within the standard insurance market, provided that any sub-limits for earthquake insurance are subject to Club's prior consent. For purposes of valuation of replacement cost, CIB shall, at its sole cost and expense, have a cost appraisal completed by an independent appraisal firm mutually agreeable to Club and CIB for the Stadium five (5) years after the commencement date of coverage and every five (5) years thereafter, and the coverages shall be adjusted accordingly.

(f) Boiler and Machinery coverage, on a repair and replacement cost basis, in an amount equal to the full replacement cost, with a deductible of no more than \$500,000.

(g) Garage Keepers Legal Liability excess insurance coverage in the amount of \$1,000,000 per occurrence in excess of the Garage Keepers Legal Liability coverage maintained by the vendor or contractor operating the Parking Allotment on Club Event Days. CIB shall cause the respective vendors or contractors operating the Parking Allotment on Club Event Days to maintain Garage Keepers Legal Liability insurance coverage in an amount of not less than \$4,000,000, and to provide such certificates of insurance and comply with such other obligations to which CIB is subject pursuant to Section 24.3.

(h) Pollution Liability insurance coverage in the amount of \$250,000 aggregate.

(i) Terrorism coverage shall be a covered exposure in all policies required pursuant to this Section 24.1.

SECTION 24.2. Club's Insurance Requirements. Club shall purchase and maintain at its own cost and expense, commencing no later than the Operating Commencement Date and continuing through the end of the Term, the following insurance coverage:

(a) Commercial General Liability insurance, Broad Form, including premises, operations, products, completed operations and contractual liability coverage, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage, covering Club's obligations and liabilities under this Agreement.

(b) Comprehensive Automobile Liability insurance in the amount of \$1,000,000 per accident combined single limit, for bodily injury and property damage, for all owned, non-owned and hired vehicles.

(c) Umbrella (Excess) Liability insurance in the amount of \$25,000,000 combined single limit, for bodily injury, personal injury and property damage and providing excess limits over the primary policies required pursuant to Section 24.2(a), Section 24.2(b) and the Employer's Liability insurance required pursuant to Section 24.2(d). Such policy is to be written on an occurrence basis.

(d) Workers Compensation insurance, including statutory coverage as required by the Indiana State Workers Compensation Law and any other applicable Law, and Employer's Liability coverage in the amount of \$1,000,000 each accident or disease.

(e) Terrorism coverage shall be a covered exposure in all policies required pursuant to this Section 24.2.

SECTION 24.3. General Insurance Requirements.

(a) All insurance policies required under Section 24.1 to be maintained by CIB shall name Club and its affiliates, officers, directors, stockholders, employees and agents, and Authority and OMB, as additional insureds or loss payees, as applicable, and shall also name any Naming Rights Sponsor or any other sponsor of Club identified by Club to CIB as additional insureds, provided that such sponsor (other than a Naming Rights Sponsor) may be added at no cost or the cost is paid by Club or the sponsor. In each instance in which CIB is named as an additional insured in an insurance policy maintained by a Concessionaire, CIB shall cause Club and its affiliates, officers, directors, stockholders, employees and agents to be named as additional insureds or loss payees, as applicable. All insurance policies required under Section 24.2 to be maintained by Club shall name CIB and its affiliates, officers, directors, employees and agents, and Authority and OMB, as additional insureds or loss payees, as applicable. The insurance afforded to additional insureds hereunder shall be primary insurance and, in the event the additional insureds maintain other insurance that is applicable to the loss, it will be on an excess or contingent basis.

(b) Each party shall furnish to the other, on or before the Operating Commencement Date, certificates issued by insurance companies evidencing that the insurance required of such party under this Agreement is in full force and effect. If either party fails to procure and maintain any such insurance or provide any certificates of insurance required pursuant to this Agreement, the other party may (i) procure and maintain the insurance or such certificates and (ii) recover from such failing party the cost thereof and associated therewith, together with interest at the rates contemplated in Section 2.3(b).

(c) With the exception of Workers Compensation insurance, all insurance required to be maintained pursuant to Section 24.1 and Section 24.2 shall be issued by insurers of recognized financial responsibility with at least an A.M. Best Rating of A-X which are licensed or permitted to do business in the State and so licensed or permitted to write policies of the nature required hereunder; provided, however, that the required A.M. Best Rating shall be

adjusted to the nearest equivalent of A-X, if and to the extent that A.M. Best adjusts its rating categories.

(d) All insurance policies required to be maintained pursuant to this Agreement shall contain a provision stating that such policies may not be canceled, not renewed, modified or have any coverages or limits reduced (including any detrimental material change in coverage or change in the named insured) unless thirty (30) days' prior written notice of such cancellation, non-renewal, modification or reduction has been provided to both Club and CIB.

(e) Subject to Section 24.1(c) and the last sentence of Section 24.1(e) which shall govern and control with respect to the setting of insurance limits related thereto, Club and CIB shall jointly review applicable coverages every five (5) years, and shall mutually agree upon appropriate coverages, limits and deductibles, and all such coverages, limits and deductibles shall be at commercially reasonable levels. If, because of disruptive events affecting the insurance market, the premium cost for one or more levels of coverage required to be maintained by Club or CIB pursuant to this Article 24 has become commercially unreasonable or such coverage is otherwise not commercially available, then Club and CIB, as the case may be, shall be permitted to maintain similar coverages, limits and deductibles as may be available at commercially reasonable costs, but in all events, shall maintain coverages, limits and deductibles that are substantially similar to such coverages, limits and deductibles carried by (i) with respect to Club, other NFL teams, and (ii) with respect to CIB, owners or operators of (or any such other Persons who may be contractually required to maintain all insurance coverages with respect to) other stadiums in which NFL teams regularly play their home games. In the event that Club or CIB asserts that the premium cost for one or more levels of coverage has become commercially unreasonable or otherwise not commercially available as contemplated in the preceding sentence, then the asserting party shall have the burden of proof with respect to the fact that such coverage is commercially unreasonable, and that the coverages, limits and deductibles that such party proposes to maintain are substantially similar to such coverages, limits and deductibles of the Persons set forth in clause (i) or clause (ii), as applicable. In the event that Club or CIB asserts that it should be permitted to modify its coverages, limits or deductibles as contemplated in the preceding two sentences, then such party shall provide notice to the other no less than thirty (30) days prior to such time as such party proposes to modify such coverages, limits or deductibles.

ARTICLE 25. ARBITRATION

SECTION 25.1. Settlement of Disputes by Arbitration. Except as expressly set forth in Section 25.10 and Section 25.13 and except for disputes relating to a party's right to terminate pursuant to Article 19, any disagreement, dispute or claim relating to, arising out of or in connection with this Agreement shall be exclusively and finally resolved by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* and in accordance with the then existing Rules for Commercial Arbitration and the procedures for Large Complex Commercial Disputes of the AAA (the "AAA Rules"). However, to the extent that the terms of this Agreement conflict with the AAA Rules, the terms of this Agreement shall govern and control over the AAA Rules. Any arbitral proceeding shall be held at the location selected by the arbitrators, unless the parties agree otherwise within ten (10) days following the delivery of an Arbitration Request relating to such proceeding.

SECTION 25.2. Initiation of Arbitration. CIB, Club or, subject to Section 26.21, City, may, by request (the "Arbitration Request") to the other parties in accordance with the notice provisions of Section 26.1, refer such disagreement, dispute or claim relating to, arising out of, or in connection with this Agreement to arbitration at any time to the AAA. The Arbitration Request shall set forth the nature of the disagreement, dispute or claim, including (i) the facts alleged to constitute the basis for such disagreement, dispute or claim, (ii) the representations, warranties, covenants or other obligations alleged to have been breached and (iii) the damages (to the extent then determinable) and/or other remedies that the requesting party seeks in the arbitral proceedings.

SECTION 25.3. Arbitration Panel. The arbitral proceedings shall be conducted before a panel of three (3) arbitrators, which shall operate by majority rule. Arbitrators shall be practicing attorneys who have been admitted to practice law for at least fifteen (15) years and have substantial experience with arbitration or as a judge. One arbitrator shall be named in the Arbitration Request by the party or parties making said Arbitration Request and a second arbitrator shall be named by the other party or parties to the arbitration within ten (10) Business Days of receipt of the Arbitration Request by delivery of a written instrument to the party or parties making the Arbitration Request; provided, however, that (i) if the Arbitration Request was made by either CIB or City (or both of them) with respect to a dispute with Club, Club shall have the sole right to name the second Arbitrator and (ii) if the Arbitration Request was made by Club with respect to a dispute that involves both CIB and City, the second arbitrator shall be selected jointly by CIB and City. The third arbitrator shall be selected by the two arbitrators named pursuant to the foregoing provisions of this Section 25.3, shall serve as chairperson of the arbitration panel and in addition to the criteria specified above in this Section 25.3, shall not be a resident of the State. If the party or parties who receive the Arbitration Request fail to select an arbitrator within the time limits prescribed above, or if the two selected arbitrators cannot agree on the selection of the third arbitrator within twenty (20) Business Days after the Arbitration Request is made, then the arbitrator(s) who have not been so selected shall be promptly selected by the AAA in accordance with AAA Rules and in accordance with the criteria provided above.

SECTION 25.4. Procedure. The parties shall be entitled to conduct limited discovery consisting of requests for production of documents and not more than six (6) depositions per side, including those of experts, of not more than eight (8) hours' duration each. Upon good cause shown, the arbitrators may permit additional discovery or make appropriate protective orders. The arbitral proceeding shall take place not more than six (6) months after the date of the Arbitration Request and the entire procedure shall be conducted in accordance with the Federal Rules of Evidence.

SECTION 25.5. Power of Arbitrators. Subject only to the limits set forth in this Agreement or the AAA Rules, the arbitrators shall have exclusive authority to decide the scope of their own jurisdiction and the scope of the arbitral proceedings. The remedies available to the arbitrators shall include both money damages and equitable relief (including specific performance and injunctive relief), to the full extent which any such equitable remedy would be available to a state or federal court sitting in Indianapolis. The arbitrators shall not have the power (i) to alter or modify any terms or provisions of this Agreement, (ii) to render any award which, by its terms or effects, would alter any term of this Agreement or to act as amiable compositeur or ex aequo et bono or (iii) to terminate this Agreement except in circumstances in

which (A) a party would be permitted to do so (and such party expressly seeks or requests such relief) pursuant to Section 19.1 and (B) no other party has filed a court action with respect to such matter pursuant to Section 25.10. The arbitrators shall have the power to award interest at the rates prescribed in Section 2.3(b) from the date of the breach or violation of this Agreement until paid in full.

SECTION 25.6. Expenses of Arbitration and Enforcement. If the arbitrators determine that the party or parties that lose the arbitral proceeding acted in bad faith by bringing or forcing the arbitral proceeding, or by compelling the prevailing party or parties to enforce the arbitration award in court, then the arbitrators may award the prevailing party or parties their expenses (including the fees of the AAA and all the arbitrators and reasonable attorneys' fees) related to the arbitral proceedings or such enforcement action in court.

SECTION 25.7. Decision of Arbitrators. The final decision of the arbitrators shall be set forth in a writing setting forth the specific findings of fact and conclusions of law upon which the final determination is based. The final decision regarding matters under the authority of the arbitrators hereunder shall be final, conclusive and binding upon Club, CIB and City. Any monetary award shall be made in U.S. dollars. Unless otherwise expressly provided by the arbitrators, the final decision shall be effective immediately upon the issuance of the writing by the arbitrators.

SECTION 25.8. Enforcement and Consent to Jurisdiction. The prevailing party shall have the right to seek enforcement of the final decision of the arbitral proceedings in the United States District Court sitting in Indianapolis. Judgment on the award shall be entered by that court against the party or parties against whom enforcement is sought. Such court shall have the power to hold any party or parties in contempt for refusing to comply with any portion of the final determination of the arbitrators. **FOR PURPOSES OF THIS ARTICLE 25 AND THE ENFORCEMENT OF THE FINAL DETERMINATION OF THE ARBITRAL PROCEEDING, CIB, CLUB AND CITY HEREBY IRREVOCABLY SUBMIT AND CONSENT TO THE PERSONAL JURISDICTION OF THE UNITED STATES DISTRICT COURT SITTING IN INDIANAPOLIS, AND WAIVE THE RIGHT TO TRIAL BY JURY.**

SECTION 25.9. Consolidation. If the parties initiate multiple arbitral proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then all such proceedings may be consolidated into a single arbitral proceeding. The arbitrators selected to finally determine the first Arbitration Request shall make the determination as to whether any or all of such multiple arbitral proceedings shall be consolidated.

SECTION 25.10. Forum in Specific Enforcement Actions. No party shall be required to seek enforcement of its rights to obtain specific performance or any other temporary, preliminary or permanent injunctive relief under Section 4.4 by way of arbitration and may, at such party's election, seek such enforcement in an action filed in the first instance in a court proceeding. Without limiting the generality of the preceding sentence, a party may not defeat another party's right to seek specific performance by way of arbitration by instituting a court proceeding for the purpose of obtaining a declaratory judgment that (i) the other party does not have the right to specific performance or (ii) the party has met its obligations under this Agreement.

SECTION 25.11. Confidentiality. The parties may acknowledge to other Persons (including the media in general) that a dispute exists among them and that it is being resolved by the process of binding arbitration. The parties shall not disclose any other details of the arbitral proceedings (including the final determination of the arbitrators, the identity of the arbitrators and the materials provided to the arbitrators) to any Person, except (i) as required by Laws, (ii) as is necessary to seek judicial enforcement of the final decision of the arbitrators, (iii) to their respective attorneys and accountants (but only to the extent such persons reasonably require such information) and (iv) as to Club, as is required by the NFL. If a party breaches this Section 25.11, then the arbitrators may take such breach into consideration in formulating the relief to be awarded under this Article 25.

SECTION 25.12. Expedited Arbitration. In the event that a party or parties submitting an Arbitration Request believes that the disagreement, dispute or claim requires resolution more promptly than the arbitral process set forth in the preceding paragraphs of this Article 25 can be accomplished, then that party or those parties may invoke the expedited arbitration procedures described in this Section 25.12 (“Expedited Arbitration”) by including a claim for such in the Arbitration Request. In such case, the party or parties submitting the Arbitration Request may establish dates for the selection of the other arbitrators to be selected pursuant to Section 25.3, but as to the arbitrator to be selected by the other party or parties, in no event shall said date be earlier than two (2) Business Days after receipt of the Arbitration Request by said party or parties and, as to the third arbitrator, in no event shall said date be earlier than three (3) Business Days after receipt of the Arbitration Request by the party or parties receiving such Arbitration Request. The Expedited Arbitration shall be governed by the “Expedited Procedures” set forth in the AAA Rules and shall be held in Indianapolis. If the arbitrators later determine that it was not reasonable for the invocation of Expedited Arbitration, then the arbitrators may dismiss the arbitral proceeding in its entirety and award to the other party or parties all or part of their expenses (including the fees of all of the arbitrators and reasonable attorneys’ fees).

SECTION 25.13. Emergency Relief. Notwithstanding any provision of this Article 25 to the contrary (other than Section 25.10), any party or parties may seek injunctive relief on an emergency basis or any other form of ancillary relief at any time from any court of competent jurisdiction in Indianapolis. In the event that a disagreement, dispute or claim requires emergency relief before the matter may be resolved by arbitration, notwithstanding the fact any court of competent jurisdiction may enter an order providing for injunctive or another form of ancillary relief, the arbitration procedures set forth in this Article 25 shall continue to govern the ultimate resolution of each and every disagreement, dispute or claim (other than any disagreement, dispute or claim pursuant to Section 4.4), and when selected, the arbitrators shall have the power to vacate any such injunction or other relief entered by a court on an emergency basis.

ARTICLE 26. MISCELLANEOUS

SECTION 26.1. Notices. Any notice, request, instruction, consent, approval, demand or other document, instrument or communication to be delivered hereunder by a party hereto shall be in writing and shall be deemed to have been delivered, (a) when received if delivered in person or by courier or a courier service, (b) on the date of transmission if sent by telex,

facsimile or other wire transmission (receipt confirmed) or (c) three (3) Business Days after being deposited in the U.S. mail, certified or registered mail, postage prepaid:

(i) If to CIB or City, addressed as follows:

Capital Improvement Board of Managers of Marion County, Indiana
Indiana Convention Center and RCA Dome
100 South Capitol Avenue
Indianapolis, Indiana 46225
Attn: Augustus Levensgood, Executive Director
Facsimile: (317) 262-3455

with a copy to:

Bingham McHale LLP
2700 Market Tower
10 West Market Street
Indianapolis, Indiana 46204
Attn: Mary E. Solada, Attorney at Law
Facsimile: (317) 236-9907

and

Indiana Stadium and Convention Building Authority
c/o Ice Miller
One American Square, Suite 3100
Box 82001
Indianapolis, Indiana 46282-0002
Attention: John P. Klipsch, Executive Director
Facsimile: (317) 236-2219

and

Ice Miller
One American Square, Suite 3100
Indianapolis, Indiana 46282-0002
Attn: Zeff A. Weiss
Facsimile: (317) 592-4788

and (unless delivered by Club)

Indianapolis Colts, Inc.
7001 West 56th Street
Indianapolis, Indiana 46254
Attn: Mr. James S. Irsay
Facsimile: (317) 297-0580

and:

Mayer, Brown, Rowe & Maw LLP
71 South Wacker Drive
Chicago, Illinois 60606
Attn: Daniel W. Luther
Angela R. Lang
Facsimile: (312) 701-7711

and

Bose McKinney & Evans LLP
2700 First Indiana Plaza
135 North Pennsylvania Street
Indianapolis, Indiana 46204
Attn: Daniel C. Emerson
Facsimile: (317) 223-0126

(ii) If to Club, addressed as follows:

Indianapolis Colts, Inc.
7001 West 56th Street
Indianapolis, Indiana 46254
Attn: Mr. James S. Irsay
Facsimile: (317) 297-0580

with a copy to:

Mayer, Brown, Rowe & Maw LLP
71 South Wacker Drive
Chicago, Illinois 60606
Attn: Daniel W. Luther
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135 North Pennsylvania Street
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Indianapolis, Indiana 46225

Attn: Augustus Levengood, Executive Director
Facsimile: (317) 262-3455

and

Bingham McHale LLP
2700 Market Tower
10 West Market Street
Indianapolis, Indiana 46204
Attn: Mary E. Solada, Attorney at Law
Facsimile: (317) 236-9907

and

Indiana Stadium and Convention Building Authority
c/o Ice Miller
One American Square, Suite 3100
Box 82001
Indianapolis, Indiana 46282-0002
Attention: John P. Klipsch, Executive Director
Facsimile: (317) 236-2219

and

Ice Miller
One American Square, Suite 3100
Indianapolis, Indiana 46282-0002
Attn: Zeff A. Weiss
Facsimile: (317) 592-4788

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

SECTION 26.2. Amendment. This Agreement may be amended, modified or supplemented but only in a writing signed by CIB, Club and City and, so long as Authority is a party to the Master Lease, signed or approved in writing by Authority; provided, however, that CIB and Club shall not be required to obtain City's signature or agreement to make any amendments, modifications or supplements to this Agreement that do not adversely affect City's rights or obligations under this Agreement, provided that CIB or Club has given City at least ten (10) days notice thereof, which notice either includes the actual text of the proposed amendment or describes the terms of the proposed amendment.

SECTION 26.3. Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of

any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

SECTION 26.4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall 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.

SECTION 26.5. Remedies Cumulative. Subject to any terms to the contrary in this Agreement (including the limitations set forth in Article 19 and as contemplated in Article 25), the remedies provided in this Agreement shall be 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.

SECTION 26.6. Knowledge. The term “knowledge” or words of similar import shall mean the actual knowledge of the officers or key employees of any party with respect to the matter in question as to the date with respect to which such representation or warranty is made.

SECTION 26.7. Drafting. Each of CIB, Club and City 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 further agree that the language used in this Agreement is the language chosen by the parties to express their mutual intent, and that no rule of strict construction is to be applied against any party.

SECTION 26.8. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives; provided, however, that no assignment of any rights or obligations of Club hereunder shall be made by Club without the consent of CIB (which consent may be withheld in its sole discretion) and no assignment of any rights or obligations of CIB or City hereunder shall be made by CIB or City to any Person without the consent of Club (which consent may be withheld in its sole discretion); provided, further, that for the avoidance of doubt the parties hereby acknowledge that the following actions by Club shall not constitute an assignment of this Agreement or any of its rights or obligations hereunder: (i) a transfer, assignment, sale or pledge of any or all of the capital stock of Club, whether by merger or otherwise (and neither CIB nor City shall have any right of first refusal or other consent right with respect thereto); (ii) Club’s exercise of any of its rights as contemplated or permitted by this Agreement or any Related Agreement; (iii) Club’s pledge of any of its rights under this Agreement or any Related Agreement to a financial institution that is Club’s primary lender of Club’s choice for the purposes of securing a revolving credit facility or other financing; and (iv) Club’s pledge of any of its rights under this Agreement or any Related Agreement to the NFL for the purposes of obtaining financing. Notwithstanding the foregoing, Club shall be obligated to assign (and may do so without CIB’s consent) its rights and obligations under this Agreement and the Related Agreements to any Person to whom Club transfers, assigns or sells all, or substantially all, of its assets (including any transfer, assignment or sale of the Franchise) and in connection with such transfer, assignment or sale, Club shall obtain the assignee’s written agreement to assume all of Club’s obligations under this Agreement and the Related Agreements. Club and CIB agree that any assignment or transfer of this Agreement or any assignment, transfer or sale of all or substantially all of Club’s assets (including any assignment, transfer or sale of the Franchise) by

Club to another Person, shall be void and of no force and effect unless such Person agrees to so assume Club's obligations under this Agreement and the Related Agreements. For the avoidance of doubt, in the event Club merges with and into another company, the surviving company in such merger shall assume, and shall be deemed to have assumed, Club's obligations under this Agreement and the Related Agreements.

SECTION 26.9. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective Affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be deemed to confer upon other Persons any remedy, claim, liability, reimbursement, cause of action or other right.

SECTION 26.10. Entire Understanding. This Agreement, the Development Agreement and the other Related Agreements set forth the entire agreement and understanding of the parties hereto with respect to the transactions contemplated hereby and supersede any and all prior agreements, arrangements and understandings among the parties relating to the subject matter hereof, including the Memorandum of Understanding dated as of December 19, 2004, and any and all such prior agreements, arrangements and understandings shall not be used or relied upon in any manner as parol evidence or otherwise as an aid to interpreting this Agreement.

SECTION 26.11. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal Laws of the State without giving effect to the principles of conflicts of law thereof.

SECTION 26.12. Memorandum Confirming Operating Commencement Date. Within ten (10) days after the Operating Commencement Date, the parties shall execute a memorandum (or an amendment to the existing recorded memorandum of lease, if any, previously recorded with respect to this Agreement), in recordable form, confirming the Operating Commencement Date, and such other pertinent matters with respect to this Agreement as mutually agreed upon by the parties, and shall cause such memorandum or amendment to memorandum to be recorded in the real property records of Marion County, Indiana.

SECTION 26.13. Release. If requested by Club upon termination of this Agreement, CIB shall execute and deliver a written cancellation or termination of this Agreement in proper form for recording to the extent such release is appropriate under the provisions hereof.

SECTION 26.14. Time is of the Essence. The times for performance provided in this Agreement are essential due to the obligations and expenditures of the parties. If a time is not specified, performance shall be required promptly and with due regard to the conditions of performance of other parties in reliance thereon.

SECTION 26.15. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Section 26.15 shall not be construed or implemented in a manner that substantially deprives any party of the overall benefit of its bargain under this Agreement.

SECTION 26.16. Cooperation Among Parties. Except as otherwise expressly set forth in this Agreement, approvals and consents required by any party shall not be unreasonably withheld, conditioned or delayed.

SECTION 26.17. Release of Existing Claims. Each of CIB (on its own behalf and on behalf of each of the other CIB Compensated Parties) and City (on its own behalf and on behalf of each of its affiliates and its and their respective officers, directors, employees, agents and representatives) (collectively, the “Releasors”), expressly (i) releases any causes of action it may have against Club, the NFL or any NFL team or owner or any of their respective affiliates and any of their respective officers, directors, employees, agents and representatives (collectively, the “Releasees”) arising from, relating to or in connection with the negotiations leading up to the execution of this Agreement or the Related Agreements or any matters arising or accruing prior to the Closing Date relating to the transactions contemplated in this Agreement or the Related Agreements and (ii) agrees that the Releasors have no right to sue, or bring a suit, claim or demand against, the Releasees arising from, relating to or in connection with the negotiations leading up to the execution of this Agreement or the Related Agreements or any matters arising or accruing prior to the Closing Date relating to the transactions contemplated in this Agreement or the Related Agreements. Club (on its own behalf and on behalf each of the other Club Compensated Parties) expressly (x) releases any causes of action it may have against the Releasors arising from, relating to or in connection with the negotiations leading up to the execution of this Agreement or the Related Agreements or any matters arising or accruing prior to the Closing Date relating to the transactions contemplated in this Agreement or the Related Agreements and (y) agrees that the Club Compensated Parties have no right to sue, or bring a suit, claim or demand against, the Releasors arising from, relating to or in connection with the negotiations leading up to the execution of this Agreement or the Related Agreements or any matters arising or accruing prior to the Closing Date relating to the transactions contemplated in this Agreement or the Related Agreements. For the avoidance of doubt, nothing in this Section 26.17 shall impair the right of Club, CIB or City to enforce the express provisions of this Agreement or any Related Agreement to which it is a party.

SECTION 26.18. Relationship of the Parties. Club, CIB and City are independent parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or employer-employee relationship among them or to grant to any of them any right to assume or create any obligation on behalf of or in the name of the others of them.

SECTION 26.19. NFL Rules. This Agreement is subject to NFL Rules, and the rights and obligations of the parties hereunder (including the conduct of Club Games played at the Stadium and the operation of the Stadium on Game Days) must at all times be in compliance with NFL Rules. If there is a conflict between the provisions of this Agreement and the NFL Rules in effect at any time during the Term, the NFL Rules shall govern. Notwithstanding the foregoing, (i) in the event that NFL Rules promulgated or modified after the Effective Date require the installation, modification, provision or performance of Stadium amenities, improvements or equipment or require any replacements or repairs to existing or future amenities, improvements or equipment that exceed in the aggregate the Fifty Thousand Dollars (\$50,000) per Club Season required to be paid for by CIB pursuant to Section 9.2, then, subject to the proviso in the last sentence of Section 9.2, Club shall reimburse CIB for such excess costs incurred by CIB in connection therewith, which reimbursement shall be made by Club to CIB

within fourteen (14) Business Days after the receipt by Club of an invoice therefor from CIB along with reasonable supporting documentation of such expenses and (ii) this Agreement shall not be subject to, or be deemed modified by, any NFL Rules that have the result of modifying the Term, the remedies of either party, the obligations of Club set forth in Section 4.3 or the last three (3) sentences of Section 26.8, or related matters. Club agrees to use reasonable efforts, upon CIB's request, including seeking waivers, deferrals or relief from the NFL, but not including the expenditure of money, to minimize additional costs necessary for CIB to satisfy its obligations under this Agreement and to minimize any losses incurred by CIB, all as a result of the promulgation or modification of NFL Rules after the Effective Date.

SECTION 26.20. Ancillary Development Revenue. Club acknowledges that CIB and City retains the right to develop any and all real estate ancillary to the Stadium and to retain all revenues related thereto. This Section 26.20 does not apply to any real estate owned by Club nor shall it be construed to diminish Club's rights under any other agreement to which CIB and Club are parties.

SECTION 26.21. City as a Party. The parties acknowledge that City is a party to this Agreement for limited purposes. City shall be deemed to be a party to this Agreement only with respect to, and City's rights and obligations under this Agreement are limited to the rights and obligations set forth in, the eighth and ninth recitals to this Agreement and Section 3.2(b), Section 8.6, Section 8.17, Section 8.18, Section 8.20, Section 18.3, Section 21.1, Section 25.2, Section 25.3, Section 25.7, Section 25.8, Section 25.10, Section 26.1, Section 26.2, Section 26.7, Section 26.8, Section 26.17, Section 26.18, this Section 26.21 and Section 26.23. Notwithstanding the foregoing and for the avoidance of doubt, City shall have no rights to enforce any of Club's obligations under this Agreement or to seek compensation or otherwise recover from Club for any Losses, except that City shall have the right to enforce Club's obligations under Section 4.3, Section 8.23 and Section 8.24 and Section 26.8 and shall be entitled to the remedy of specific performance and any other temporary, preliminary or permanent injunctive relief as permitted in Section 4.4 solely for purposes of enforcing such Club's obligations under such Sections.

SECTION 26.22. Master Lease and Master Sublease. CIB acknowledges and agrees that (i) Club did not participate in negotiations or discussions related to the Master Lease or the Master Sublease, (ii) Club shall have no obligation to review the Master Lease or the Master Sublease and shall not be charged with any knowledge of the terms and provisions contained in such agreements and (iii) the representations and warranties made by CIB in this Agreement or any Related Agreement shall not be affected or diminished by the fact that Club may have received or reviewed drafts or executed versions of the Master Lease or the Master Sublease or for any other reason.

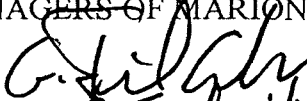
SECTION 26.23. Limitation on Recourse. No recourse shall be had for the payment or performance of any obligation, covenant or agreement in this Agreement or the other Related Agreements or for any claim against a party to this Agreement or the other Related Agreements based on this Agreement, or the other Related Agreements, personally against any past, present or future director, member, officer, shareholder, employee, agent or official of CIB, Club or City, or any successor or permitted assign thereto, under any rule of law or equity, statute or

constitution or by the enforcement of any assessment or penalty or otherwise, and all such personal liability is hereby expressly waived.


* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized officers as of the date first above written.


CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY, INDIANA

By: 
Name: G. Frederick Ghss
Title: President

CITY OF INDIANAPOLIS, INDIANA

By: 
Name: Bart Peterson
Title: Mayor

INDIANAPOLIS COLTS, INC.

By: 
Name: Pete Ward
Title: Senior Executive Vice President
and Secretary

This Agreement is hereby approved by the undersigned in accordance with Indiana Code § 5-1-17-13(b)(10).

**THE INDIANA STADIUM AND
CONVENTION BUILDING AUTHORITY**

By: _____
Name: _____
Title: _____

INDIANAPOLIS COLTS, INC.

By: _____
Name: Pete Ward
Title: Senior Executive Vice President
and Secretary

This Agreement is hereby approved by the undersigned in accordance with Indiana Code
§ 5-1-17-13(b)(10).

THE INDIANA STADIUM AND CONVENTION
BUILDING AUTHORITY

By: David R. Frick
Name: DAVID R. FRICK
Title: Chair

SCHEDULE 18.4

LIST OF ENVIRONMENTAL DUE DILIGENCE MATERIALS

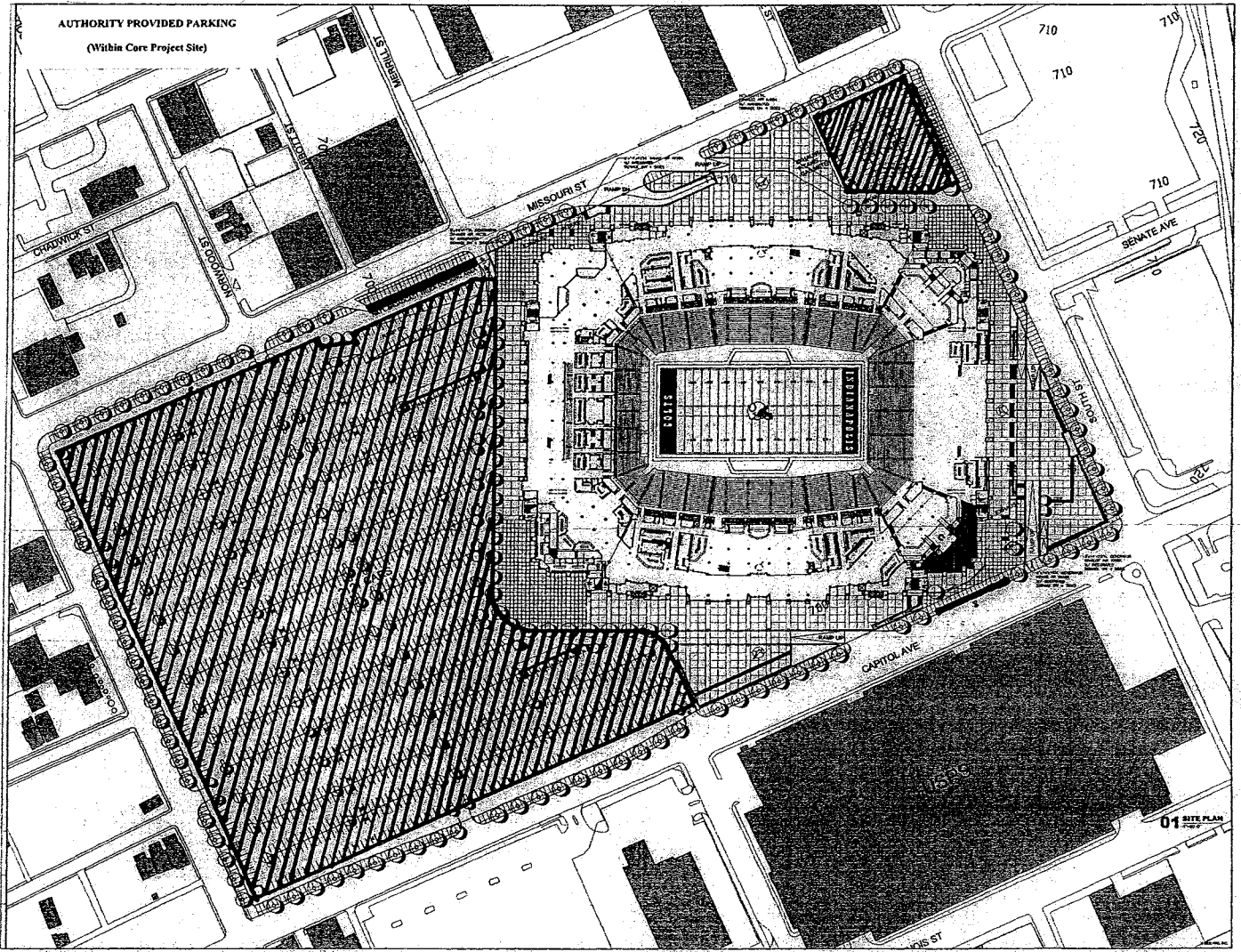
Title	Site Location	Prepared By	Date
Phase I Environmental Site Assessment	353 W. Merrill St. (Includes 609, 613, 617 and 621 S. Missouri St.)	Douglass Environmental Services, Inc.	Completed September 16, 2005
Limited Phase II Exploratory Trenching Environmental Investigation	USPS Henry St. Truck Lot, S. Capital Ave.	Douglass Environmental Services, Inc.	August 22, 2005
Letters to Donald Graham with enclosed documentation regarding removal and disposal of asbestos material	225 W. South St. 220 W. McCarty St. 425 S. Senate Ave.	Keramida Environmental, Inc.	Letters dated May 27 and July 8, 2005
Phase I and Limited Phase II Environmental Site Assessment Composite Report	Former Pogues Run Corridor	Douglass Environmental Services, Inc.	Completed January 12, 2005 Revised May 25, 2005
Phase I & Limited Phase II Environmental Site Assessment	Comfort Inn Property 530 S. Capital Ave.	Douglass Environmental Services, Inc.	May 21, 2005
Phase I & Limited Phase II Environmental Site Assessment	212 W. McCarty St.	Douglass Environmental Services, Inc.	April 29, 2005
CIB Conceptual Project Site Limited Phase II Environmental Site Assessment	CIB Conceptual Project Site S. of South St., W. of Capital Ave., N. of McCarty St. and E. of Missouri St.	Douglass Environmental Services, Inc.	Completed December 17, 2004 Finalized March 25, 2005
Asbestos Inspection	220 W. McCarty St. 340 W. McCarty St. 733 S. Missouri St. 425 S. Senate Ave. 225 W. South St.	Keramida Environmental, Inc.	February 16, 2005
Limited Phase II Environmental Site Assessment	220 West McCarty St.	Douglass Environmental Services, Inc.	December 28, 2004
Phase I Environmental Site Assessment	CIB Conceptual Project Site S. of South St., W. of Capital Ave., N. of McCarty St. and E. of Missouri St.	Douglass Environmental Services, Inc.	October 29, 2004

Title	Site Location	Prepared By	Date
Phase I Environmental Site Assessment	220 W. McCarty St.	Douglass Environmental Services, Inc.	October 16, 2004
Phase II Environmental Subsurface Petroleum and Building Asbestos Investigation	Laidlaw Transit Site 340 W. McCarty St.	Shrewsberry and Associates	October 29, 2001
Phase I Environmental Assessment	Laidlaw Transit Site 340 W. McCarty St.	Shrewsberry and Associates	October 9, 2001
Final Report Phase I Environmental Property Assessment and Soil Sampling Activities, and February 10, 1998 Addendum Letter to said Report	Former Illinois Gulf Central Railroad property between Merrill St. and McCarty St.	August Mack Environmental Inc.	February 5, 1998
Final Report Phase I and Phase II Assessment	425/435 S. Senate	August Mack Environmental Inc.	January 7, 1998
Phase I Environmental Site Assessment	Carquest Building 225 W. South St.	Keramida Environmental, Inc.	July 31, 1997
Phase I Environmental Site Assessment	733 S. Missouri St.	ATEC Associates, Inc. Environmental Consultants	December 16, 1996
Phase I Environmental Assessment	633-637 S. Missouri St.	Snell Environmental Group, Inc.	October 29, 1992
Phase I Environmental Real Estate Assessment	230 W. Merrill St.	Snell Environmental Group, Inc.	November 5, 1991
Letter to Thomas N. Olvey with enclosed follow up investigation to Phase I Environmental Site Assessment, Vacant Structure	220 W. McCarty Street	ATEC Associates, Inc. Environmental Consultants	Letter dated October 3, 1991
Letter to Al Donato regarding ceiling tile sample with enclosed analysis	Cory Orchard Building 48 S. Senate Ave.	Brookridge Consultants, Inc	Letter dated June 24, 1991
Modified Phase I Environmental Site Assessment	Cory Orchard Supply Co. 425 S. Senate Ave.	Brookridge Consultants, Inc	June 4, 1991

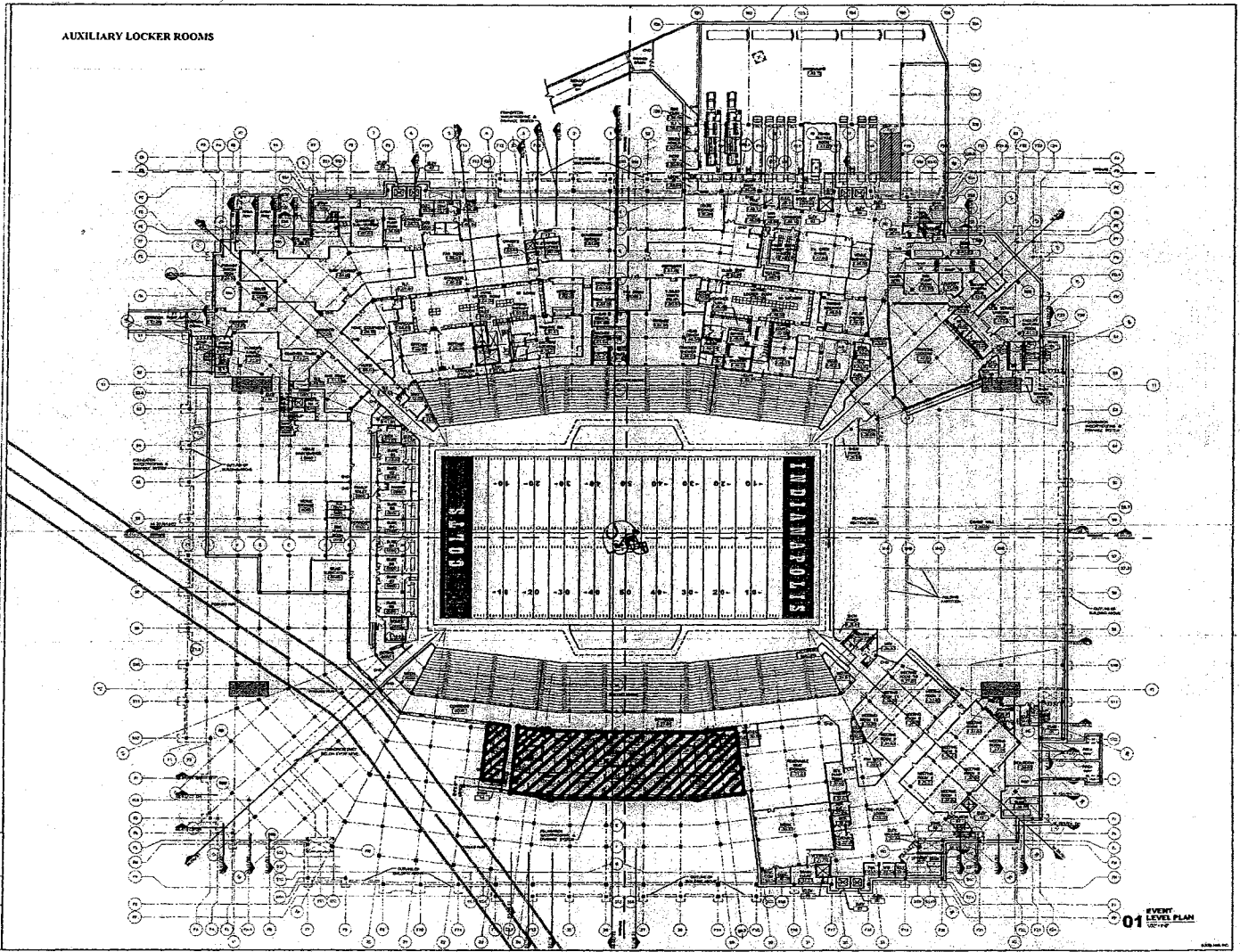
Title	Site Location	Prepared By	Date
Phase I Environmental Assessment	307 and 327 South Missouri Street	Snell Environmental Group, Inc.	June 8, 1993
Phase I Environmental Real Estate Assessment	309 South Missouri Street	Snell Environmental Group, Inc.	September 20, 1991
Phase I Environmental Real Estate Assessment	320 West South Street	Snell Environmental Group, Inc.	September 20, 1991

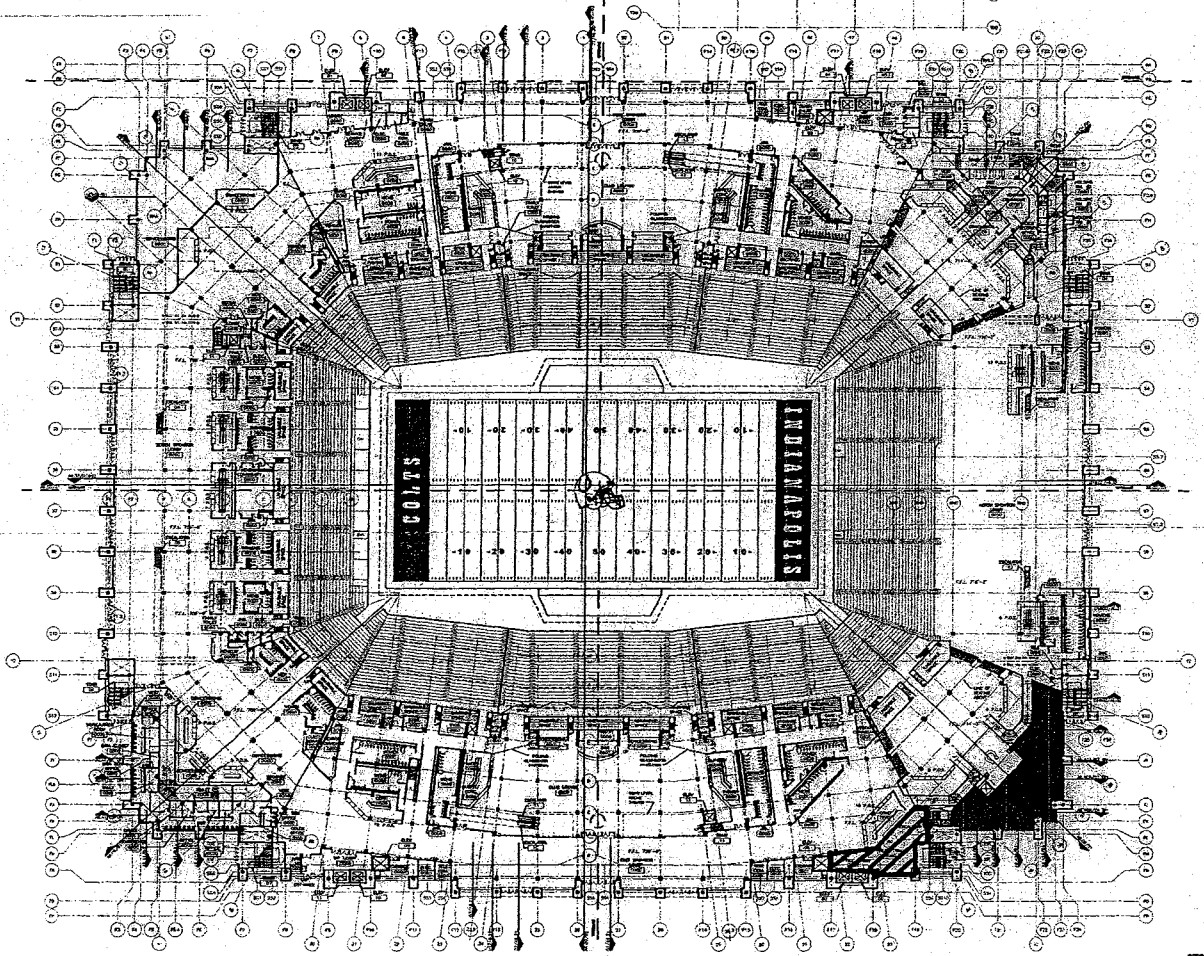
INDY 1602824v3

Exhibit A-1



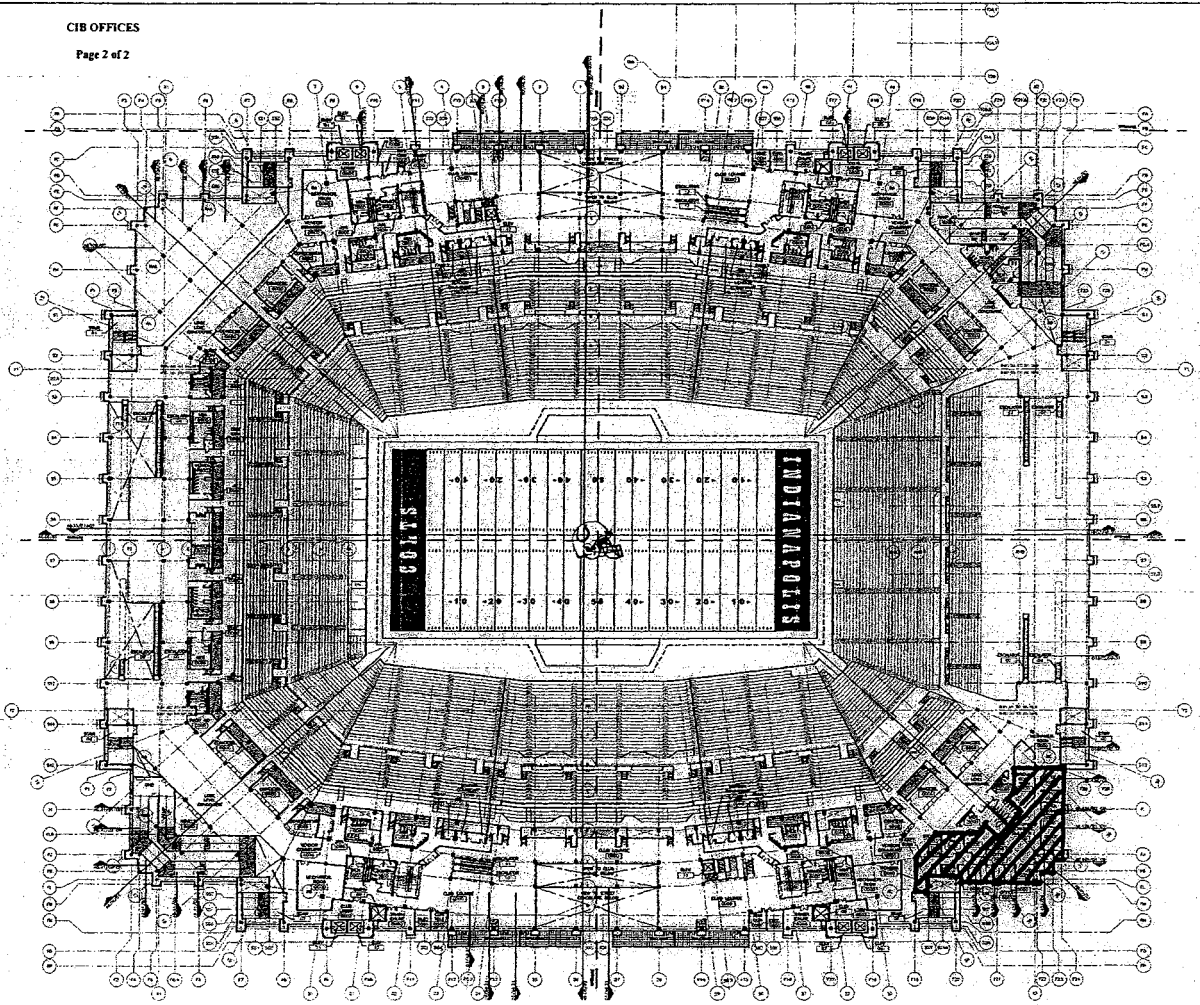
AUXILIARY LOCKER ROOMS





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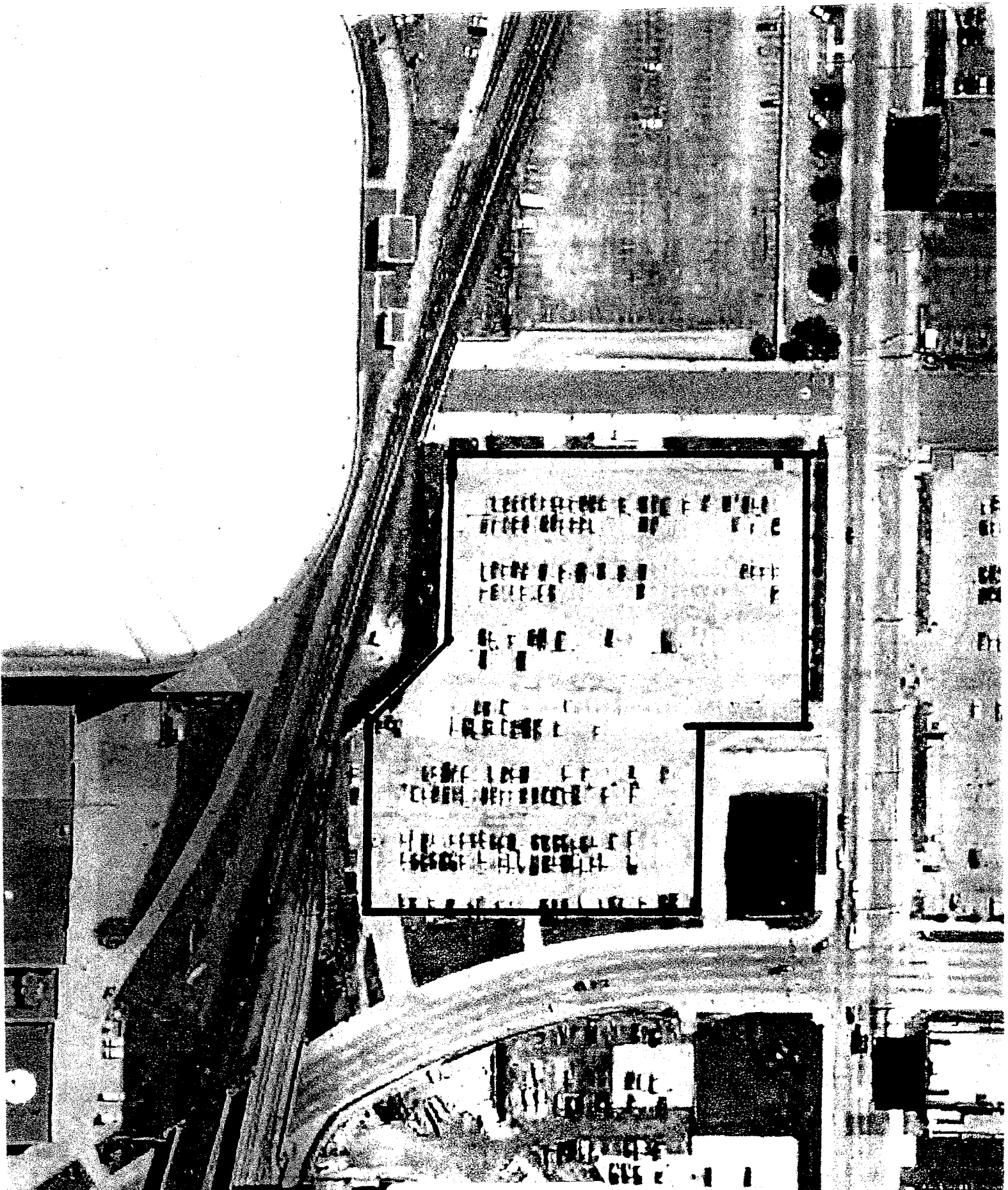
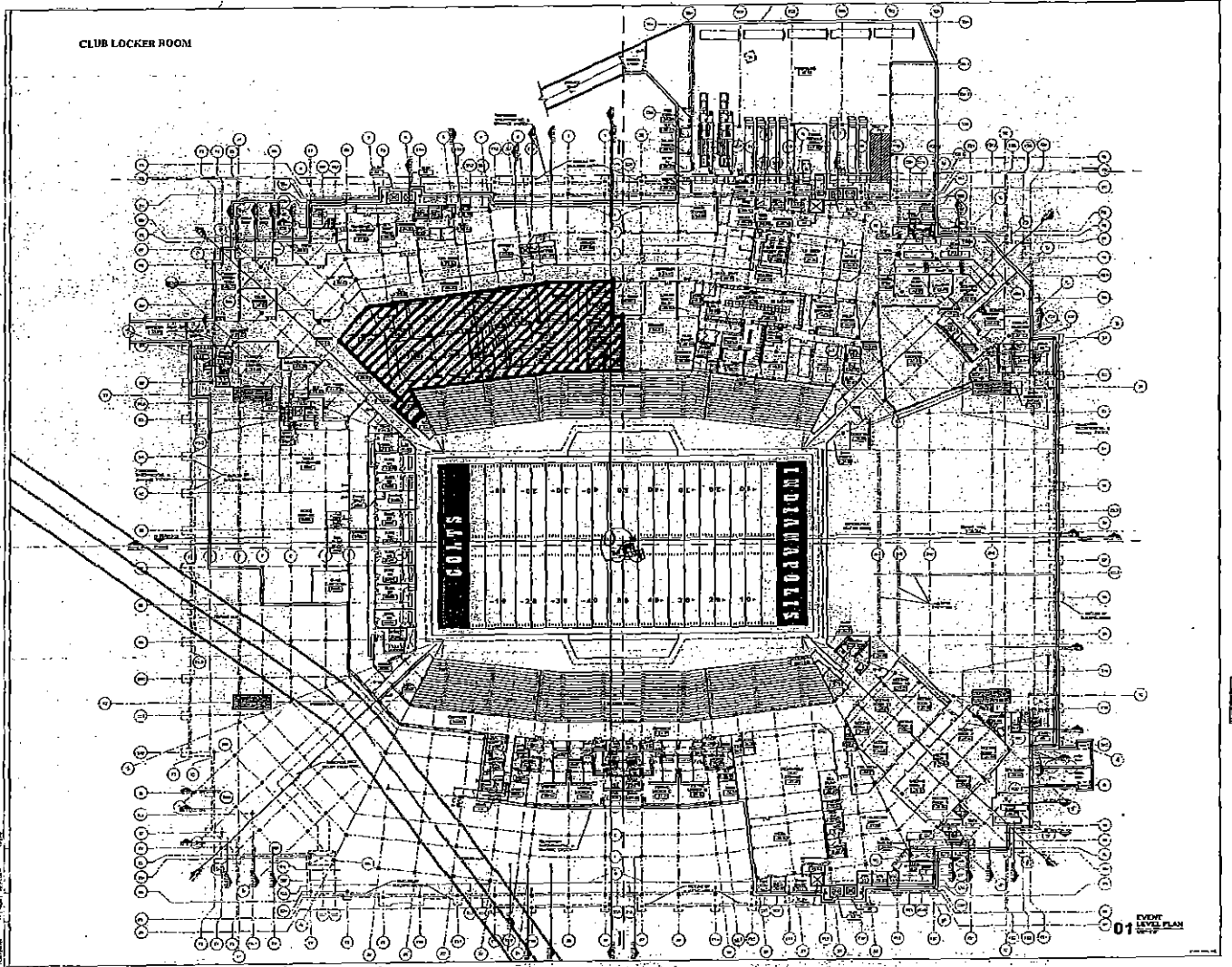


Exhibit A-4

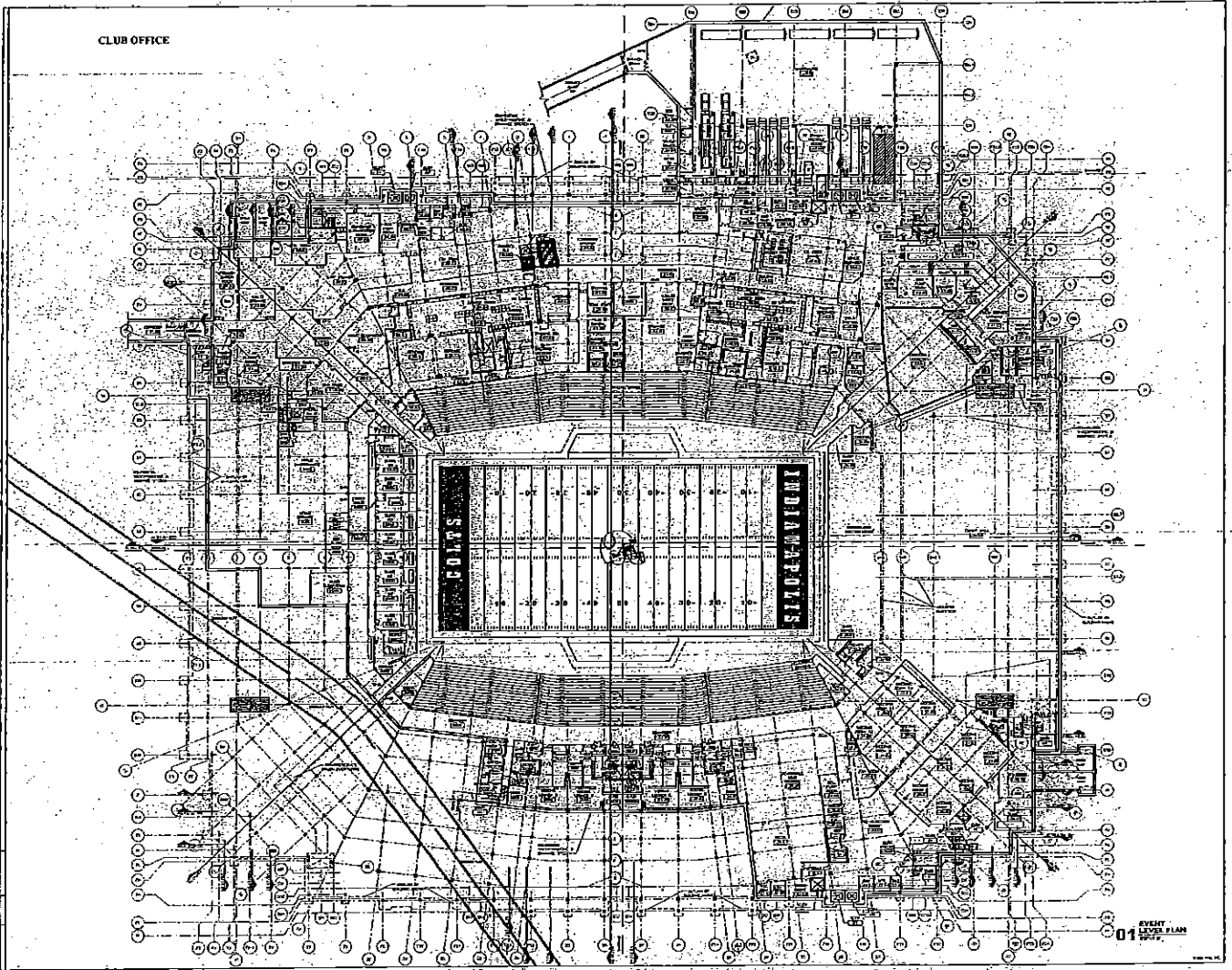
CLUB LOCKER ROOM



01 DOOR LAYOUT PLAN

FOR OFFICIAL USE ONLY

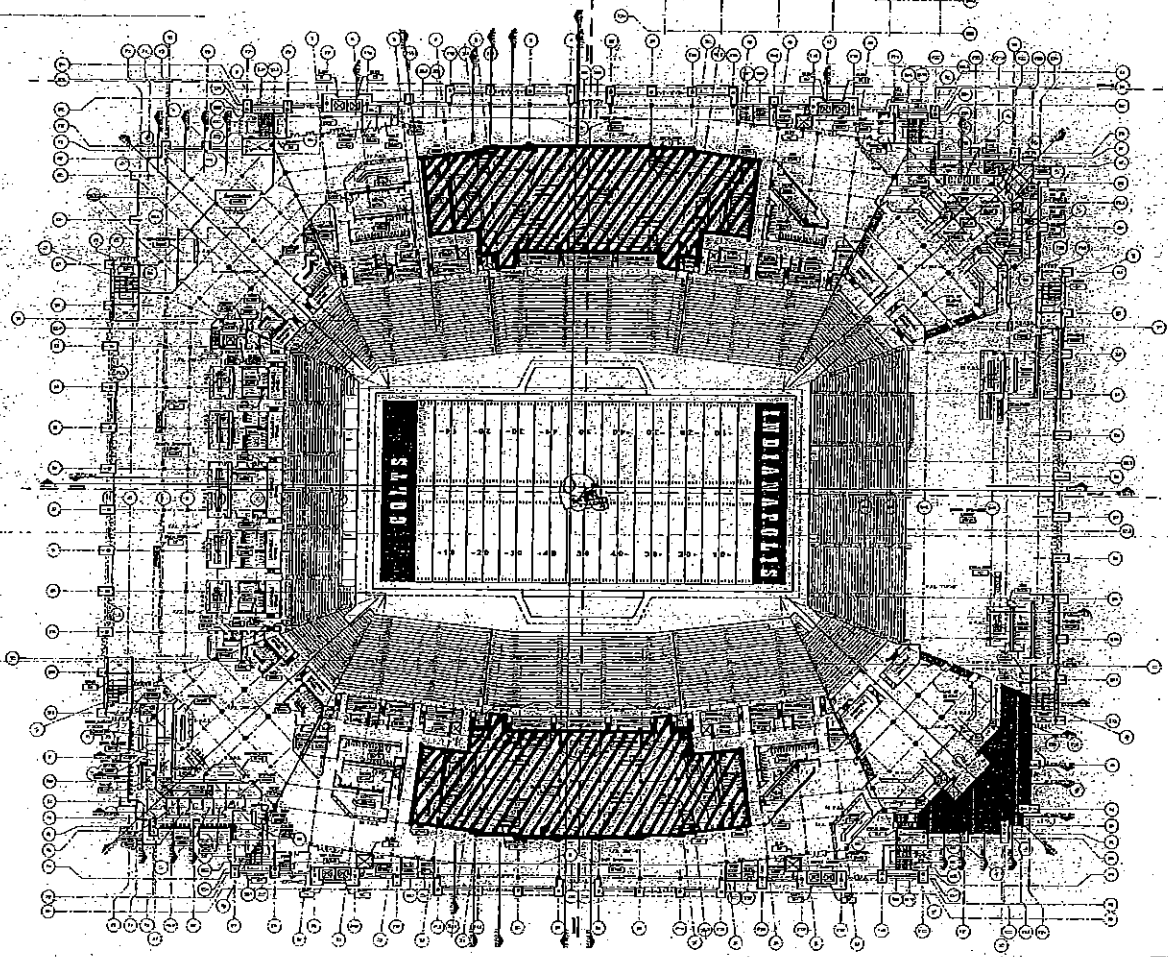
CLUB OFFICE



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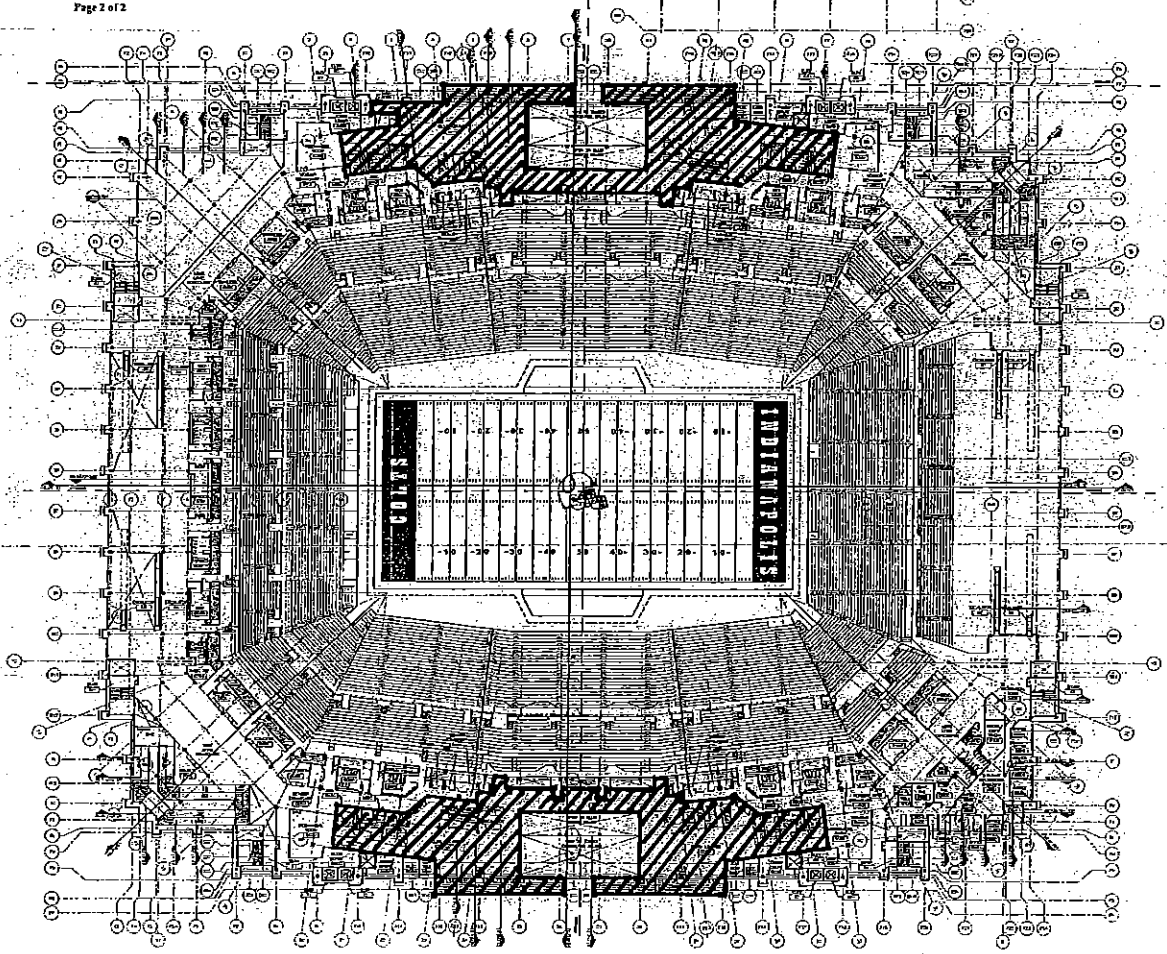
01
 GREAT
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01 STREET CONCOURSE PLAN

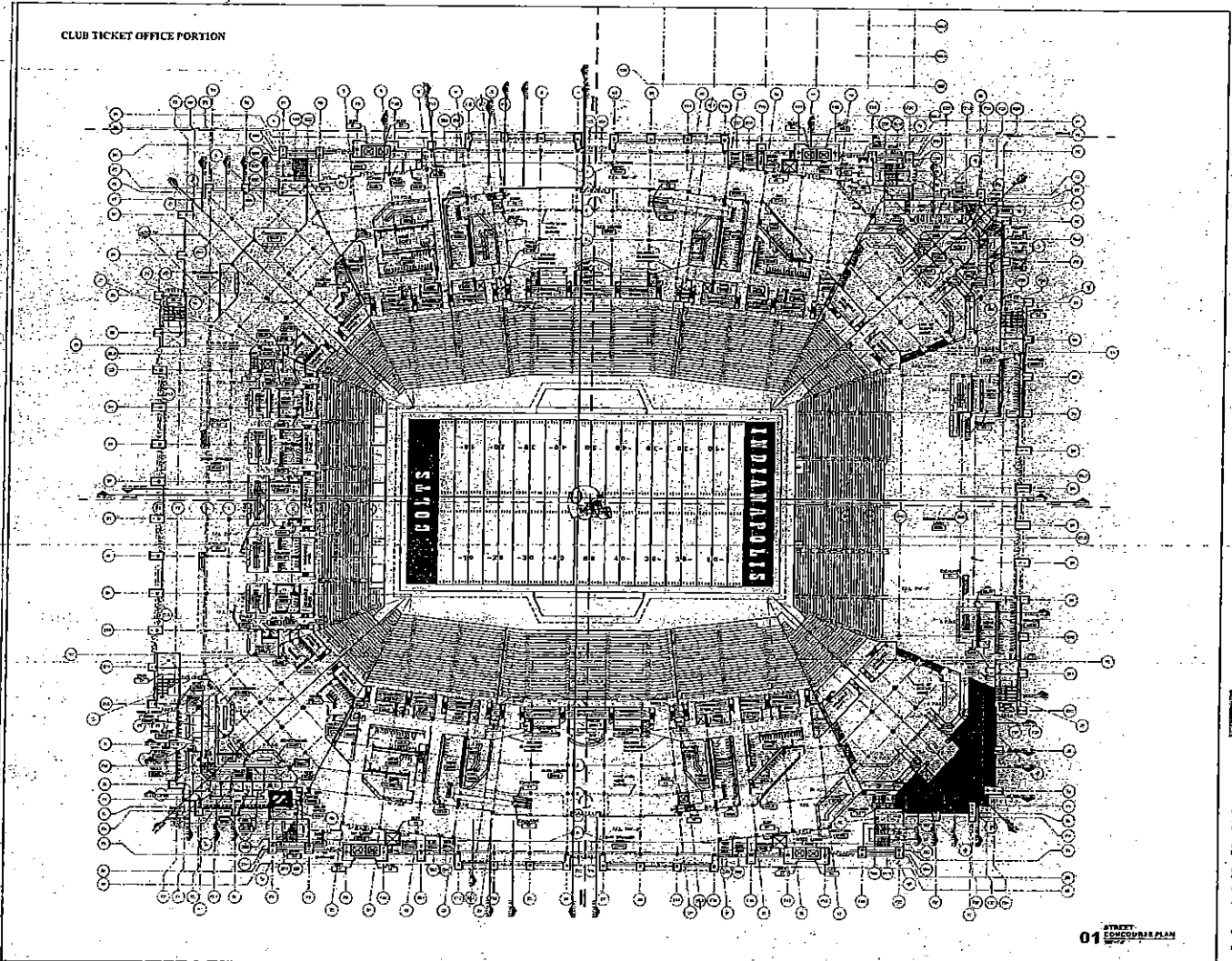
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01 CLUB LEVEL PLAN

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CLUB TICKET OFFICE PORTION

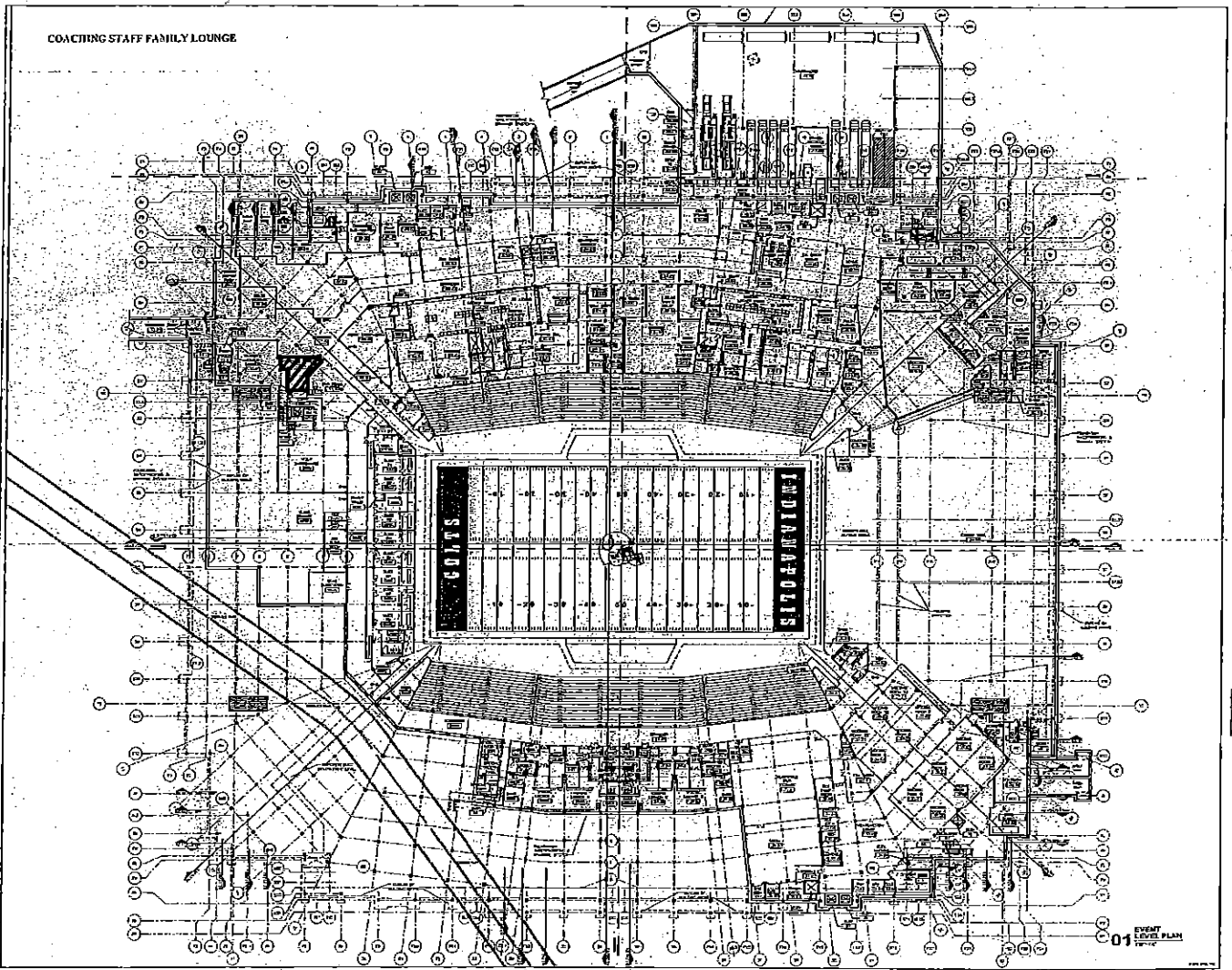


01 STREET CONCOURSE PLAN

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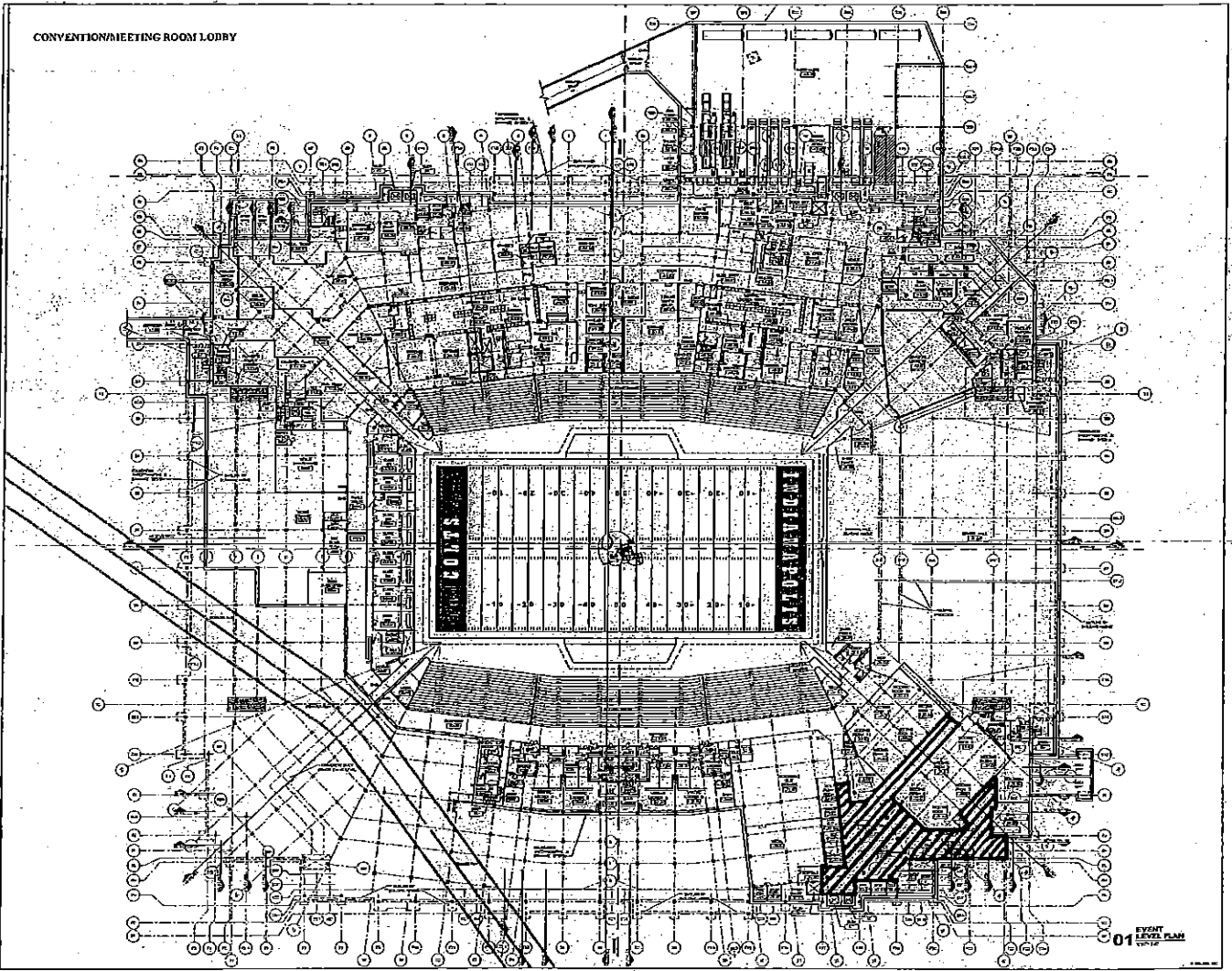
COACHING STAFF FAMILY LOUNGE



01 EVENT LEVEL PLAN

THE ARCHITECTURAL RECORD COMPANY ARCHITECTS

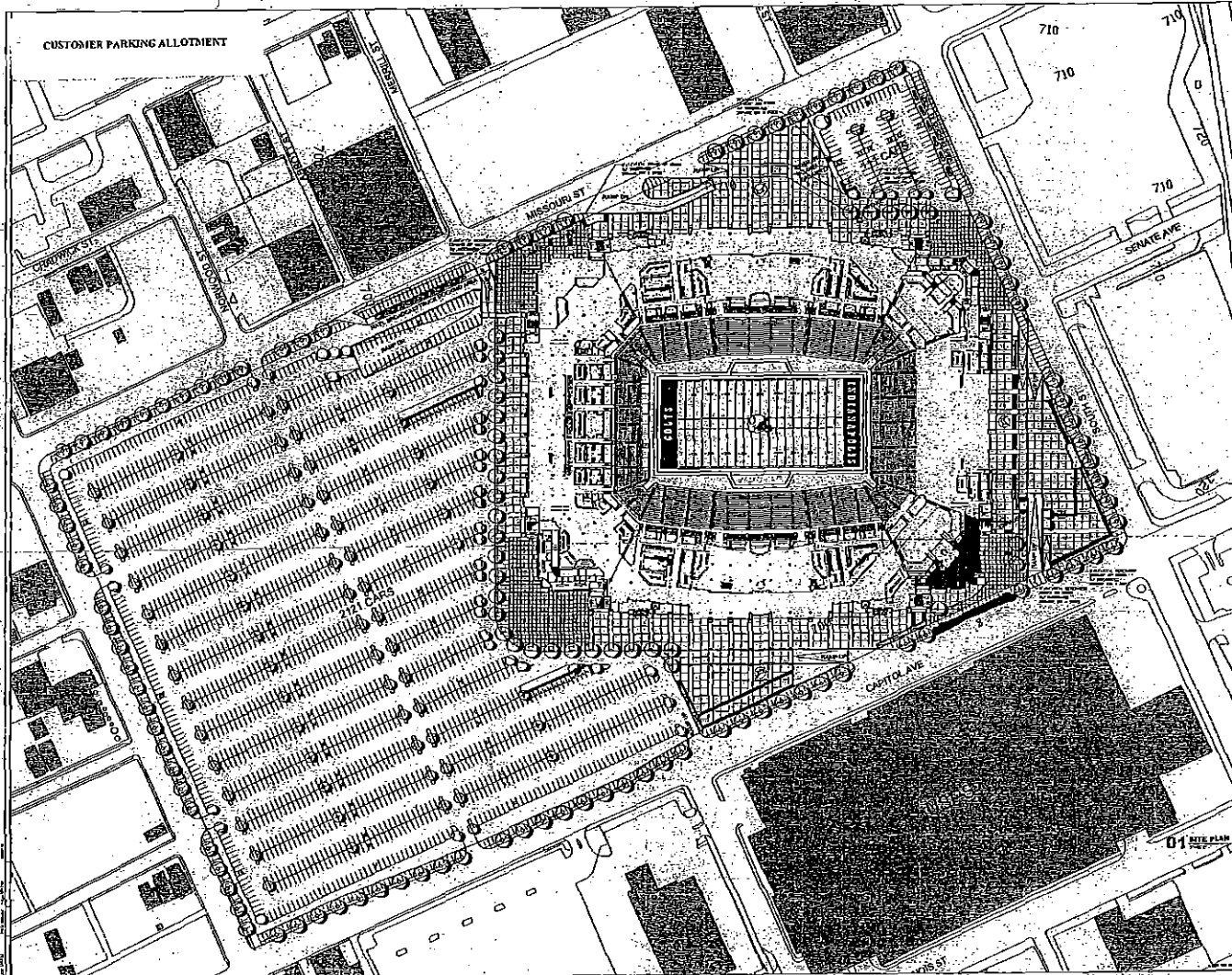
CONVENTION/MEETING ROOM LOBBY



FOR MORE INFORMATION CONTACT THE ARCHITECTURAL FIRM THAT DESIGNED THE BUILDING

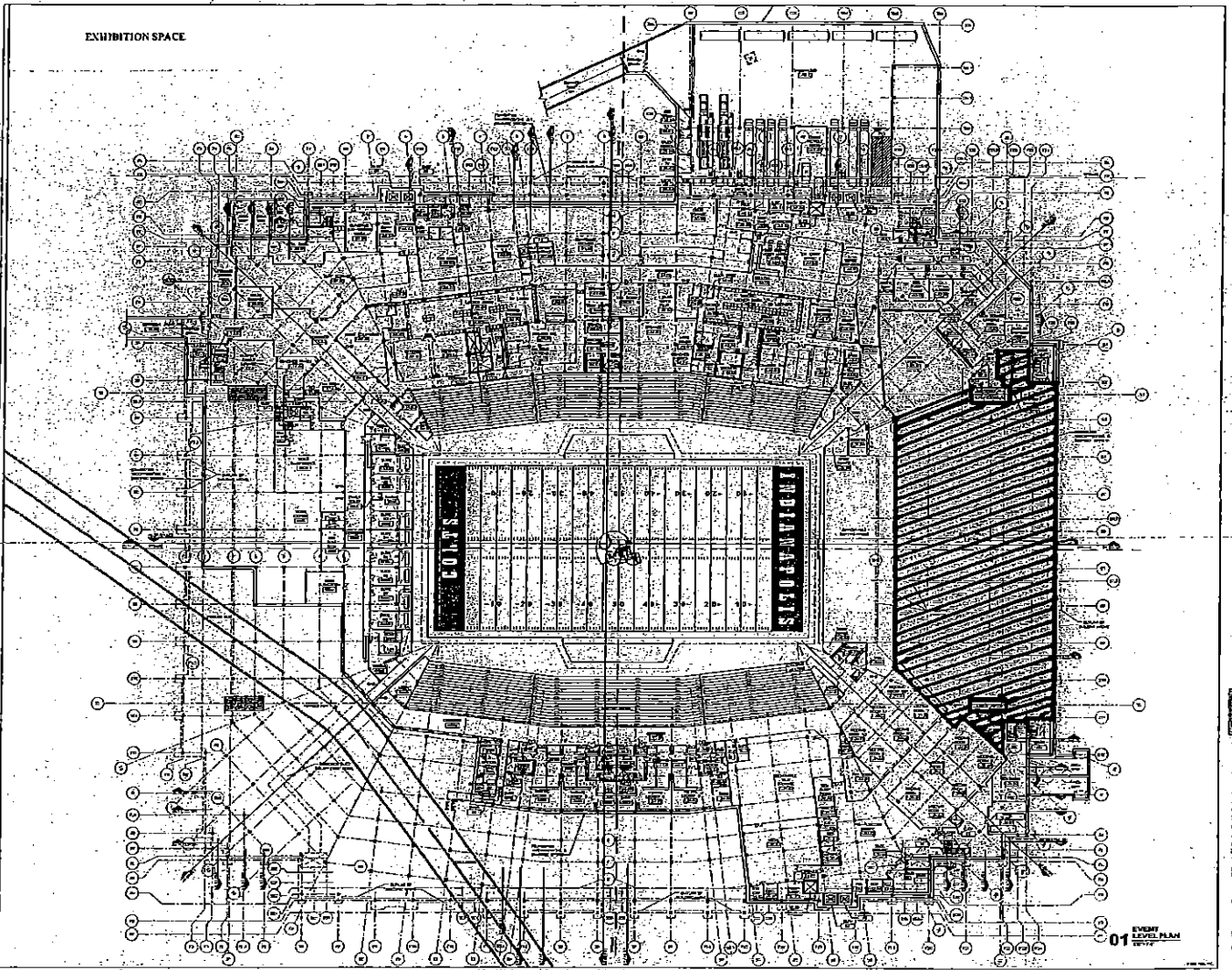
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CUSTOMER PARKING ALLOTMENT



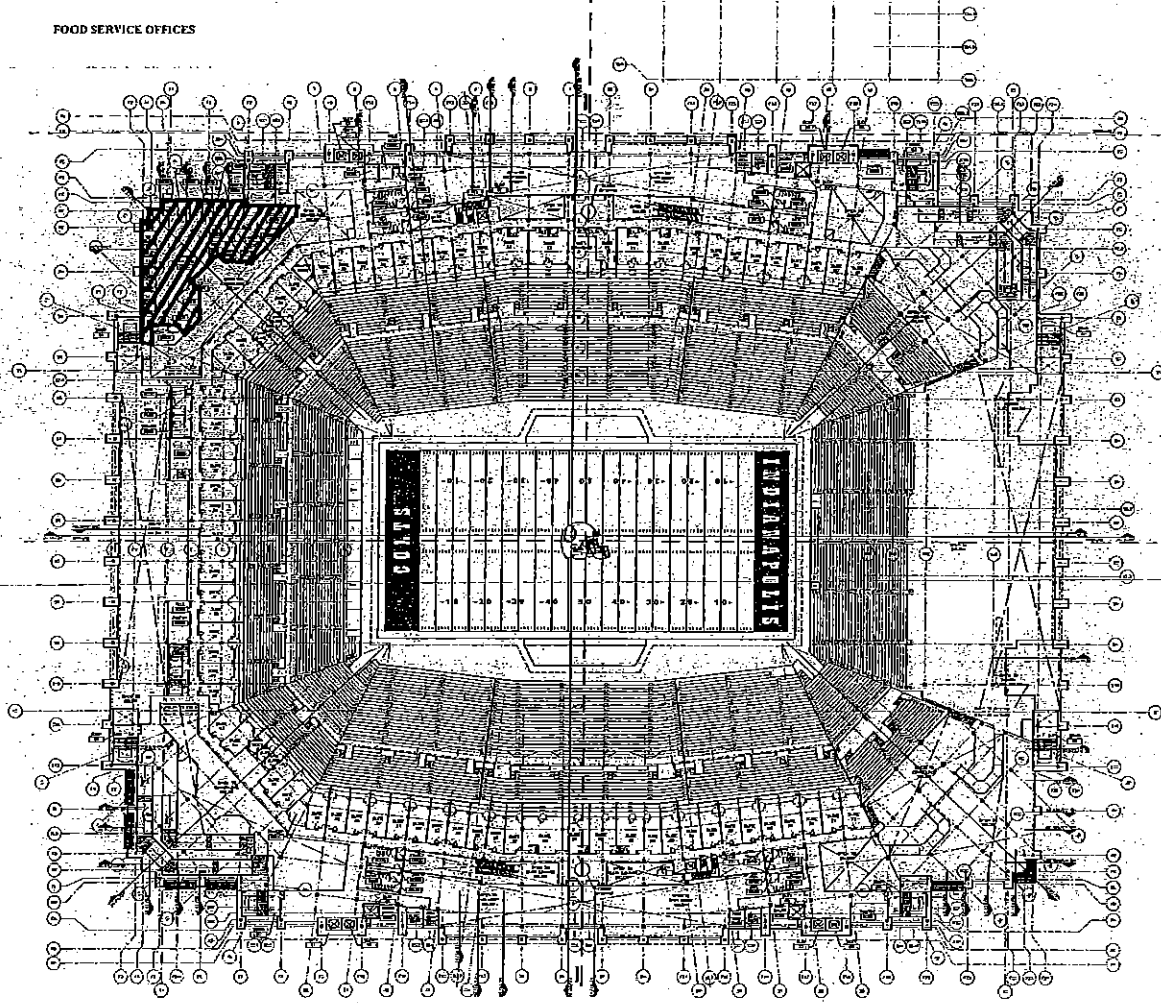
01 SITE PLAN

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FOOD SERVICE OFFICES

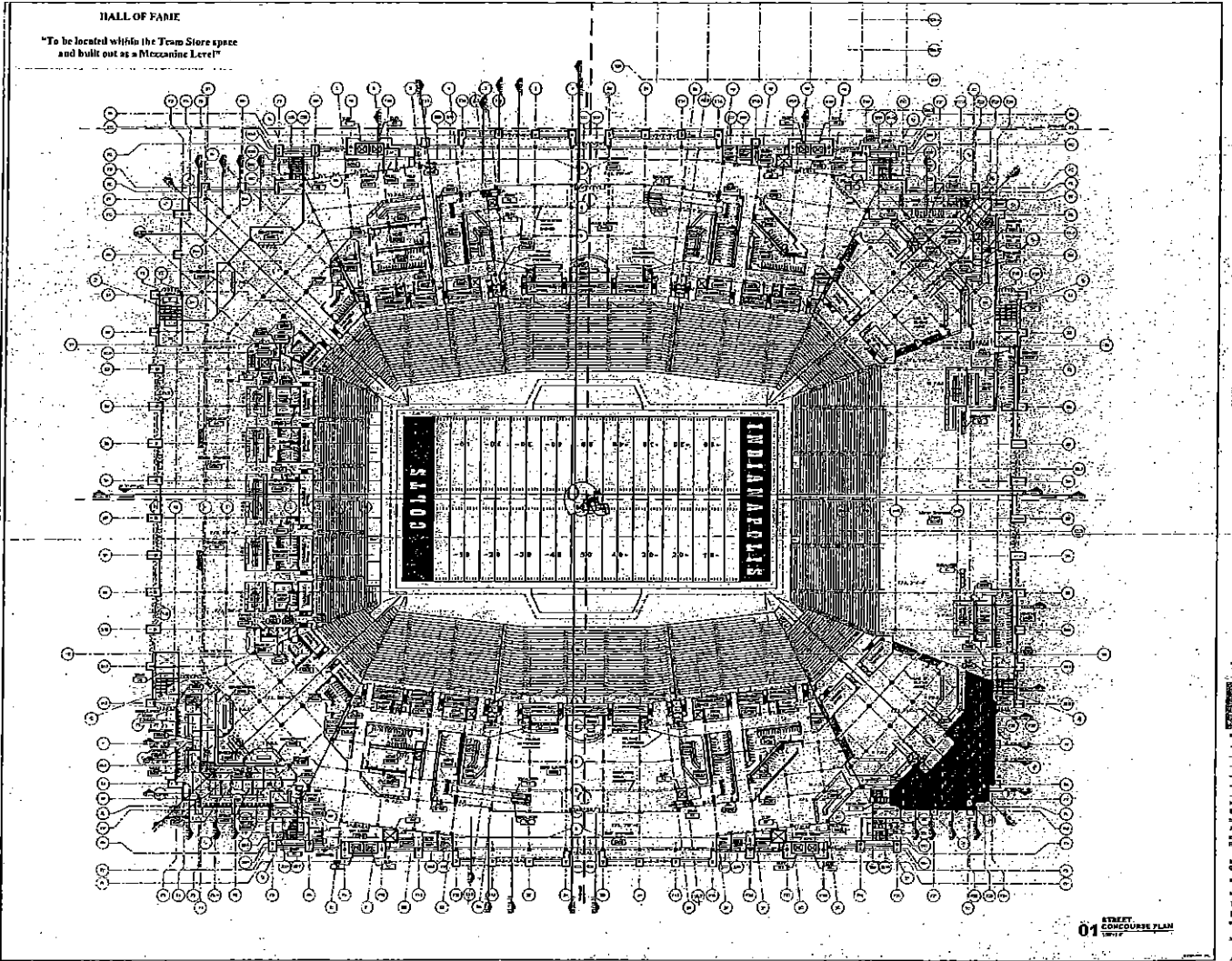


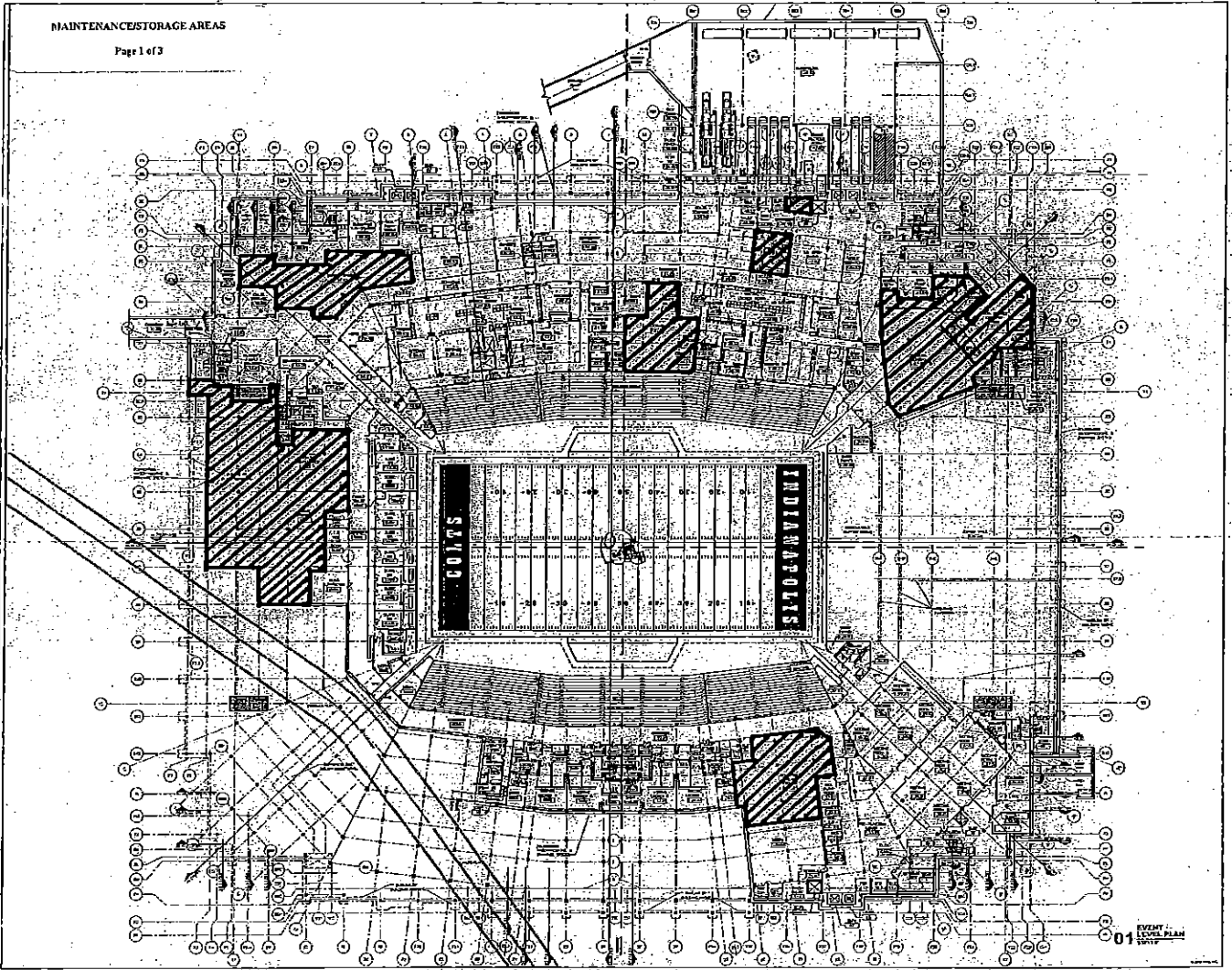
01 LOWER LEVEL PLAN

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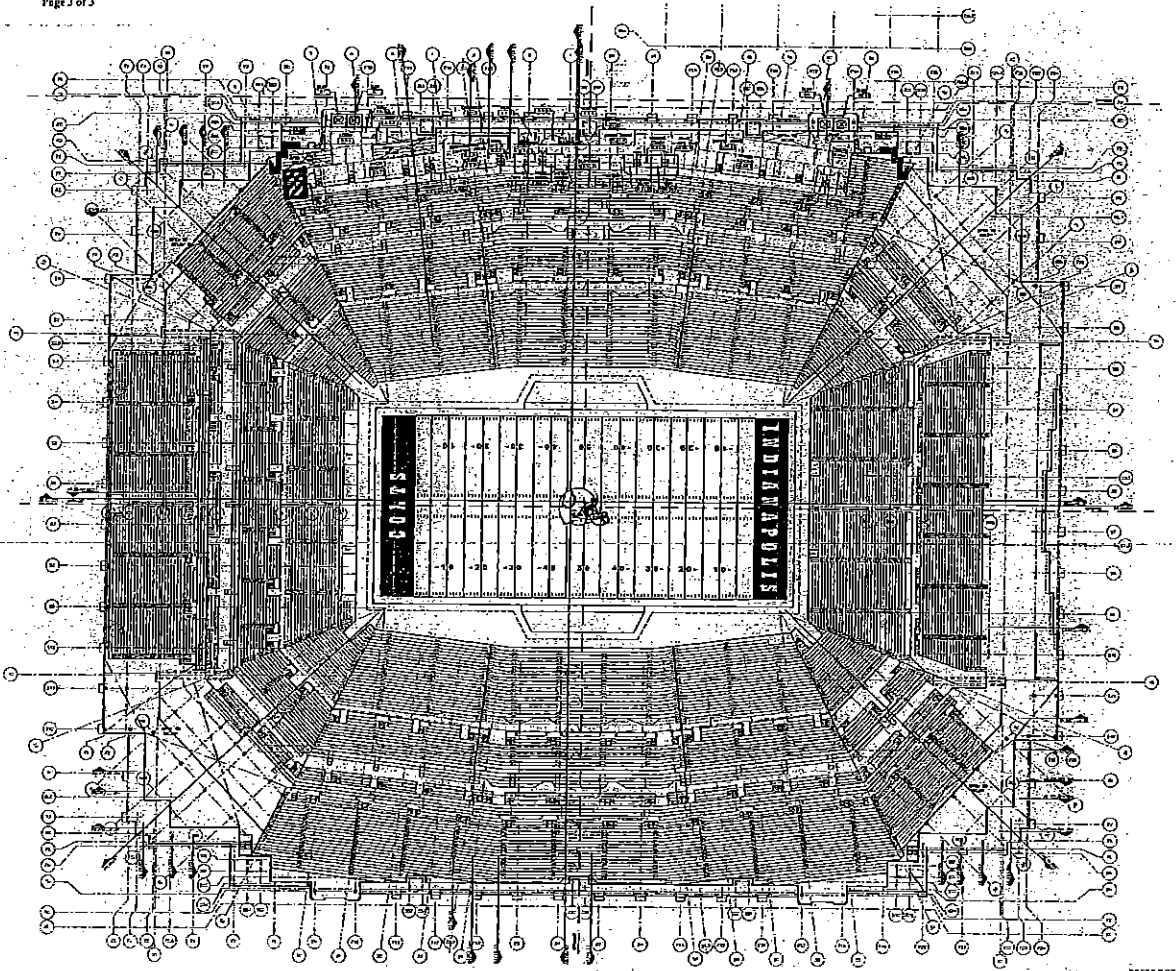
"To be located within the Team Store space and built out as a Mezzanine Level"





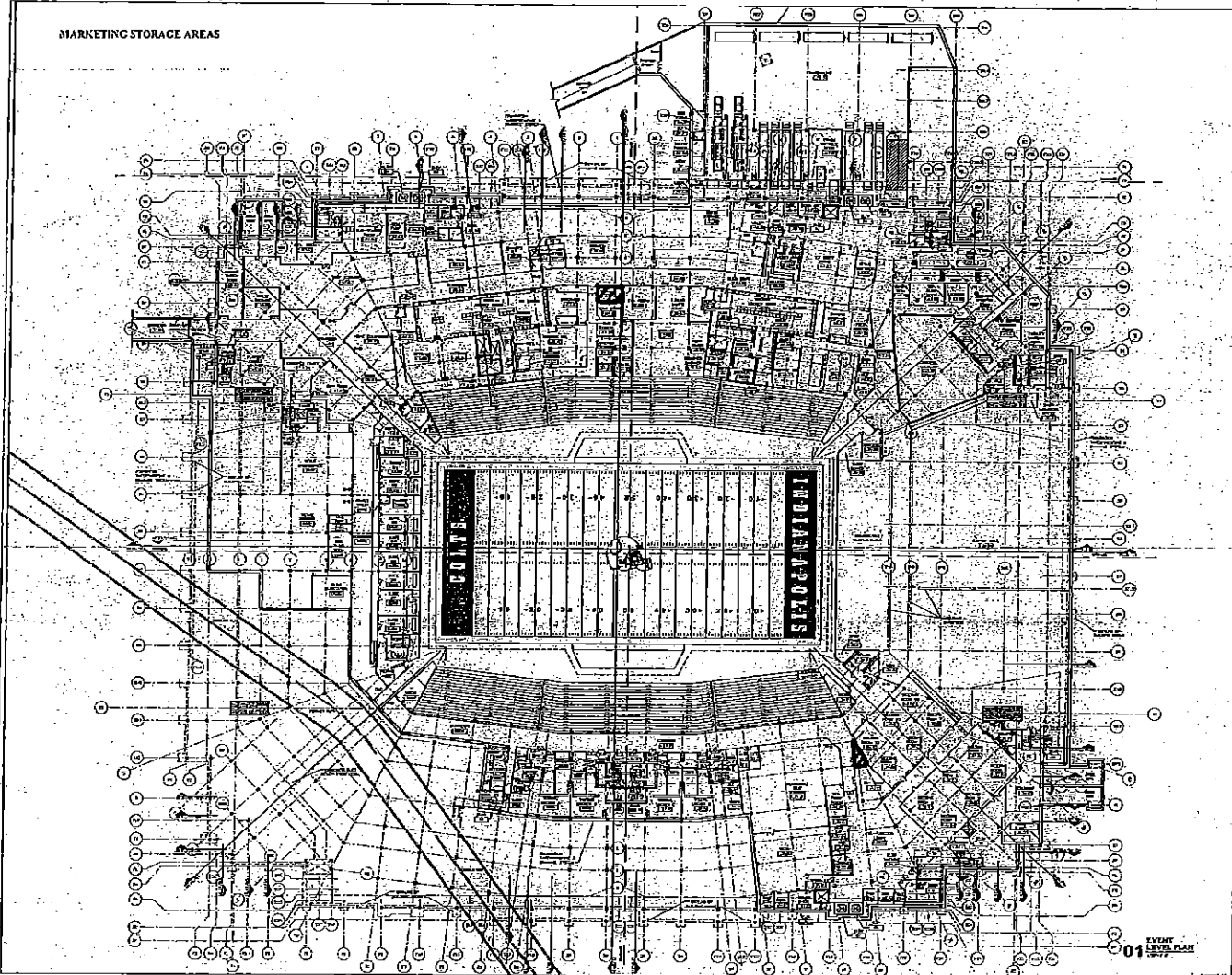
01 EVERY
LEVEL PLAN
SHOW

ARCHITECTURAL FLOOR PLAN - MAINTENANCE/STORAGE AREAS - EXHIBIT A-15



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

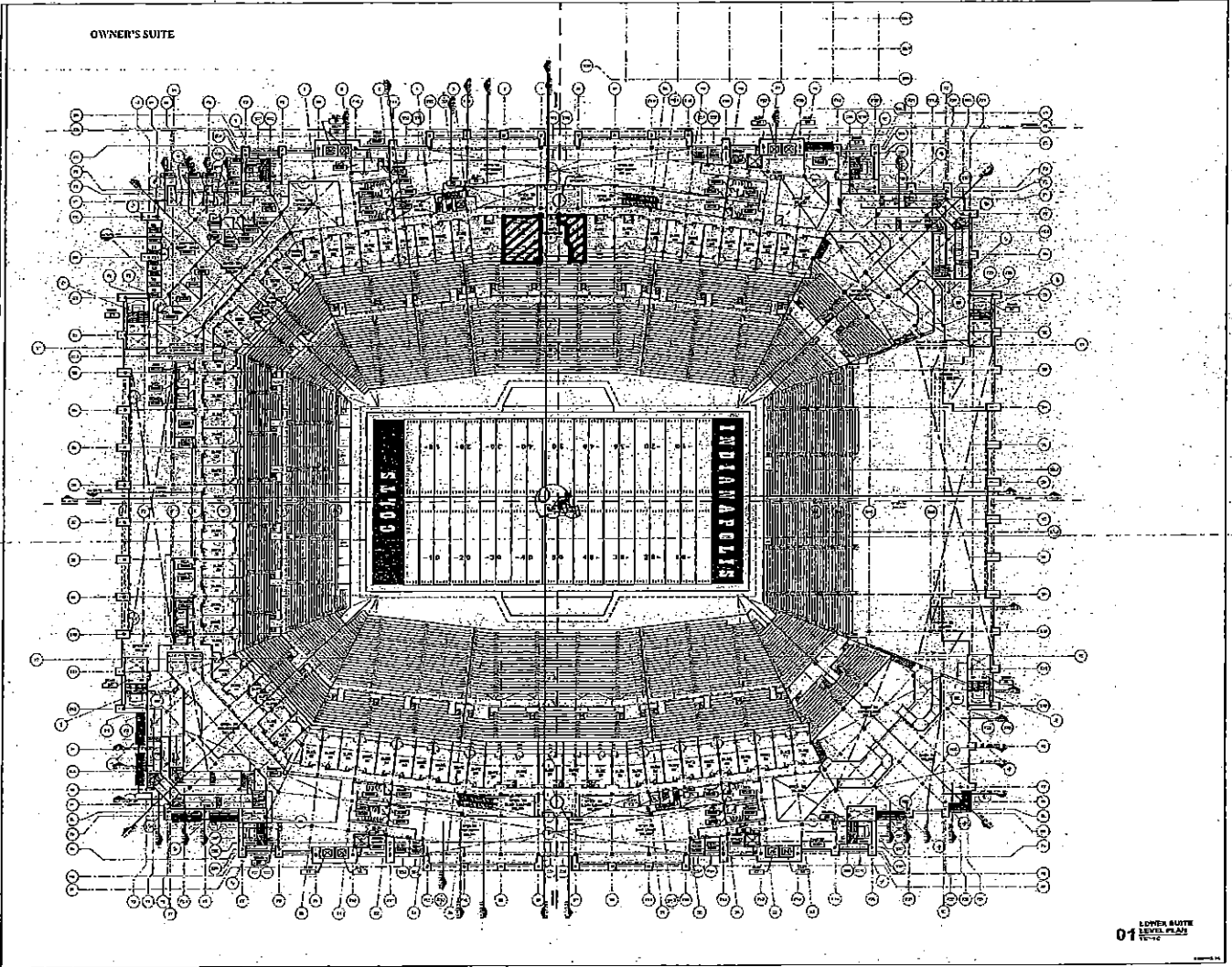
MARKETING STORAGE AREAS



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MARKETING LEVEL PLAN

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OWNER'S SUITE

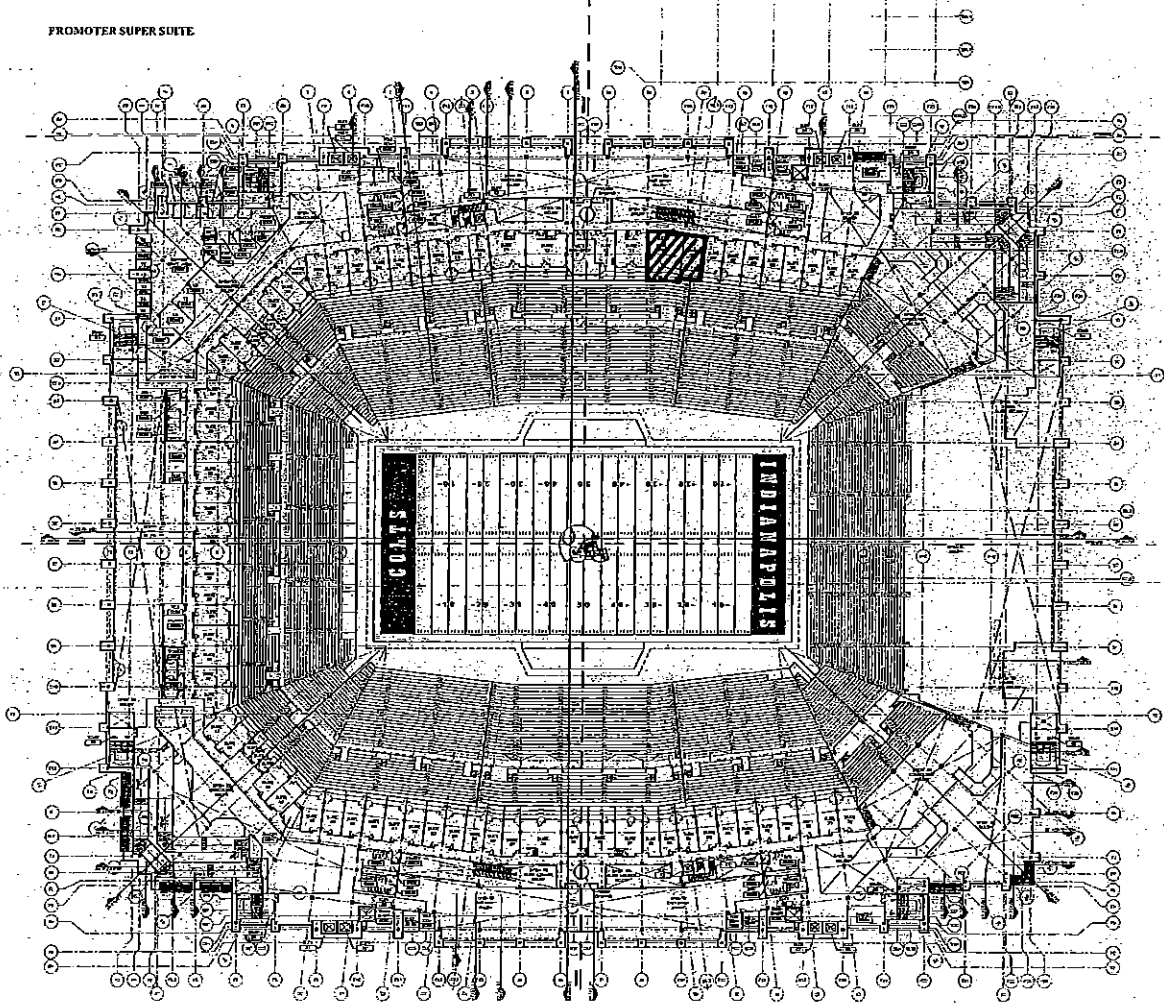


01 LOWER SUITE
LEVEL PL. 25
10'-0"

SECTION 1-1 11/11/2010 11:33 AM 1:3 1/2" = 1'-0"

1-11/11/2010 11:33 AM 1:3 1/2" = 1'-0"

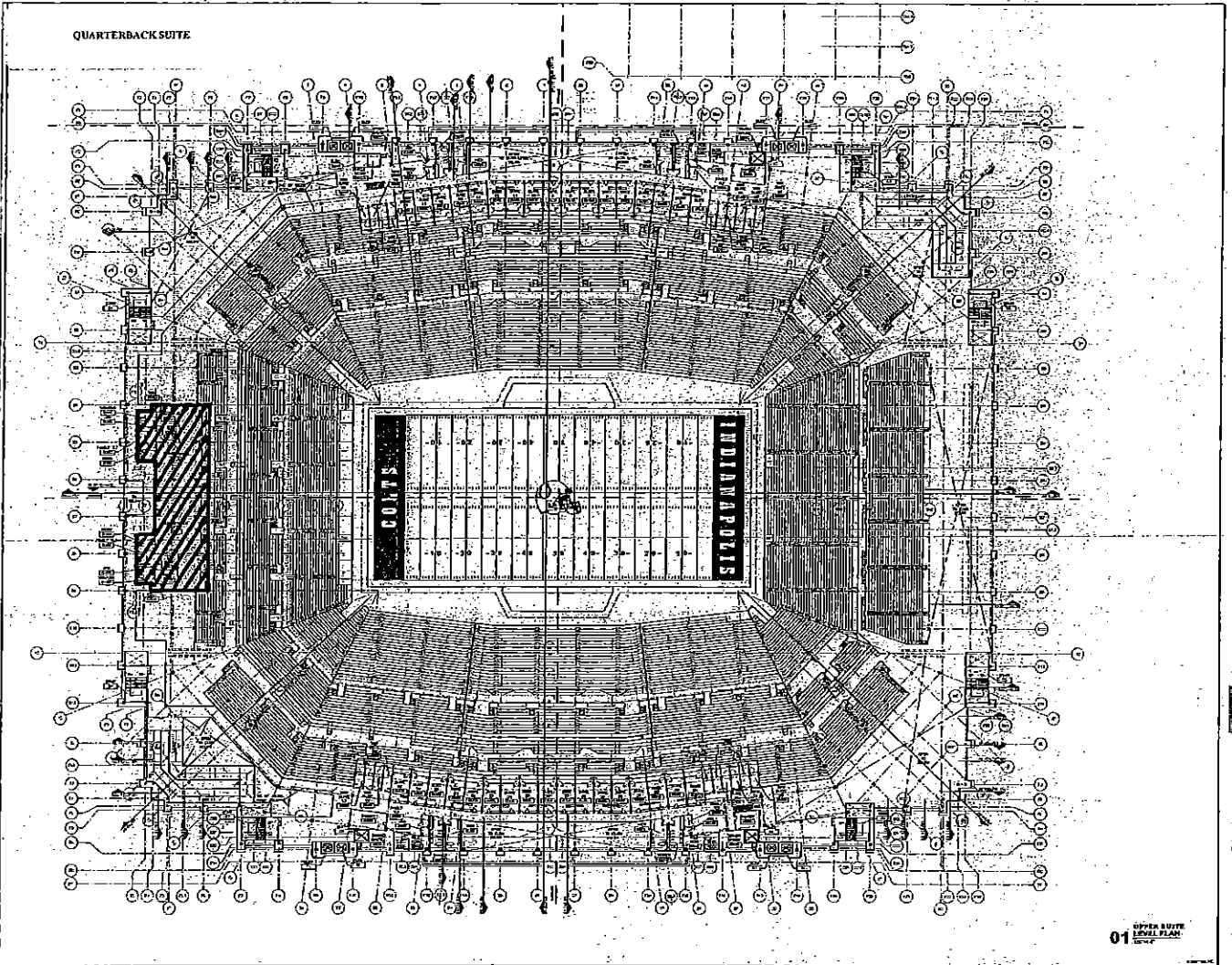
PROMOTER SUPER SUITE



01 LOWER SUITE LEVEL PLAN

DATE: 08/22/02
DRAWN BY: [unreadable]
CHECKED BY: [unreadable]
SCALE: 1/8" = 1'-0"
PROJECT: [unreadable]
SHEET: 01 OF 04

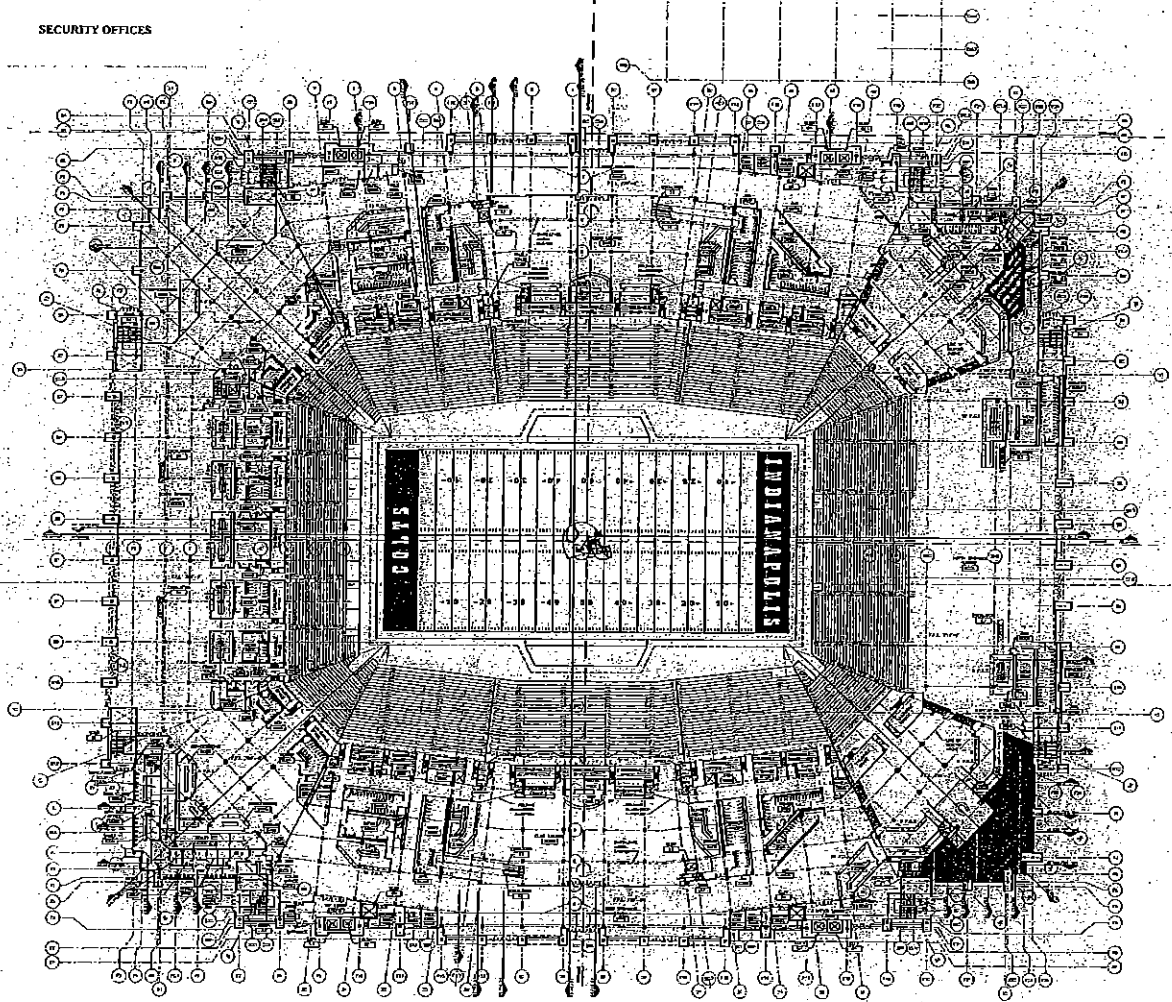
QUARTERBACKSUITE



01 UPPER SUITE LEVEL PLAN
SCALE

INDIANAPOLIS COLTS STADIUM

SECURITY OFFICES

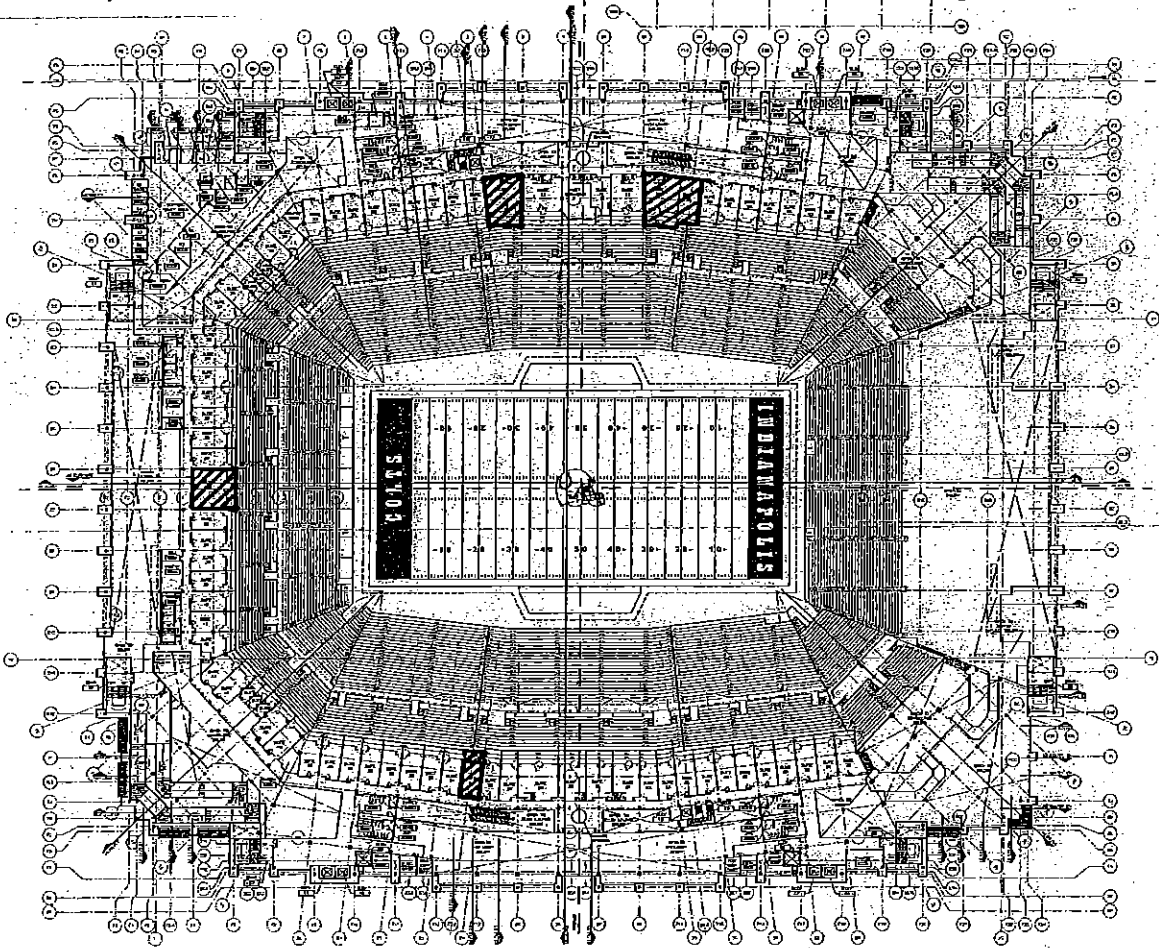


01 STREET CONCOURSE PLAN

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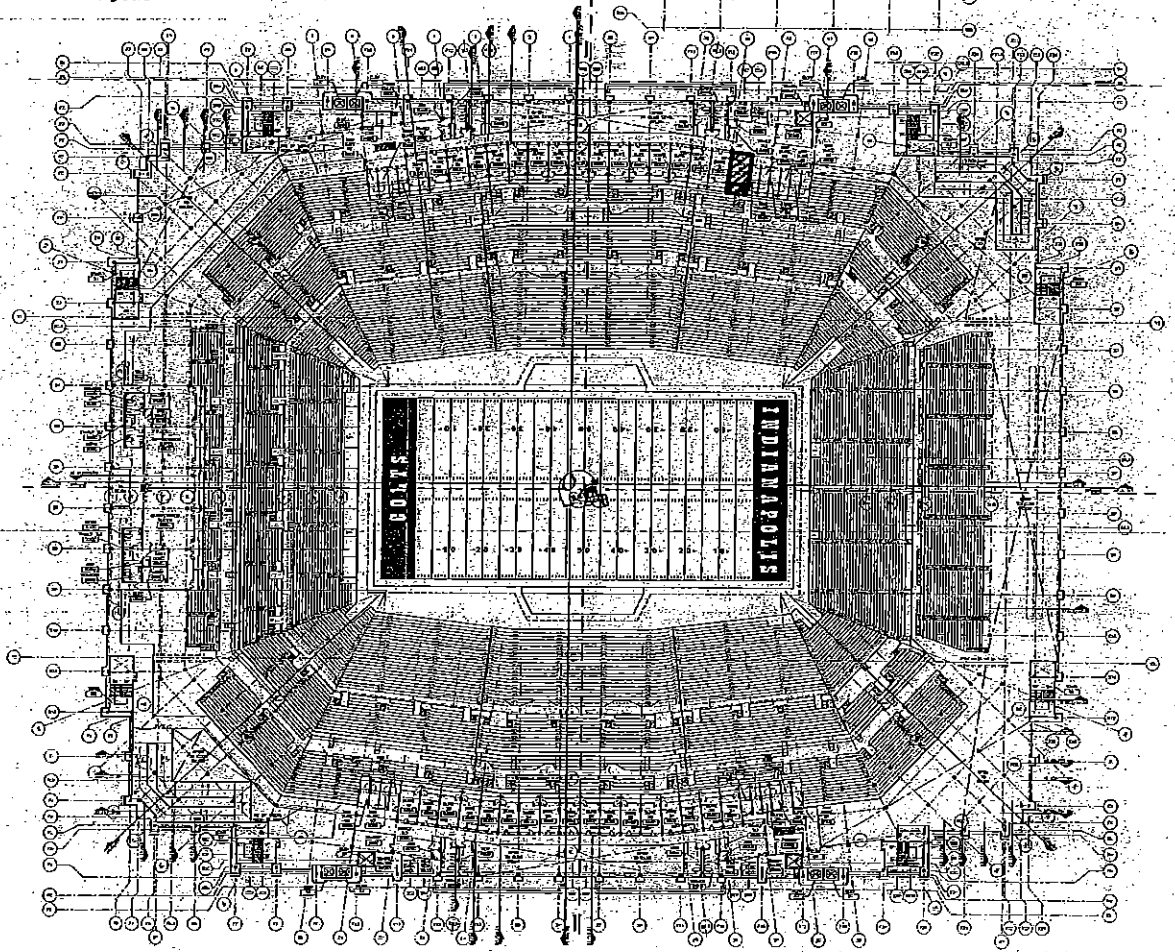
SET-ASIDE SUITES

Page 1 of 2



01 LOWER SUITE LEVEL PLAN

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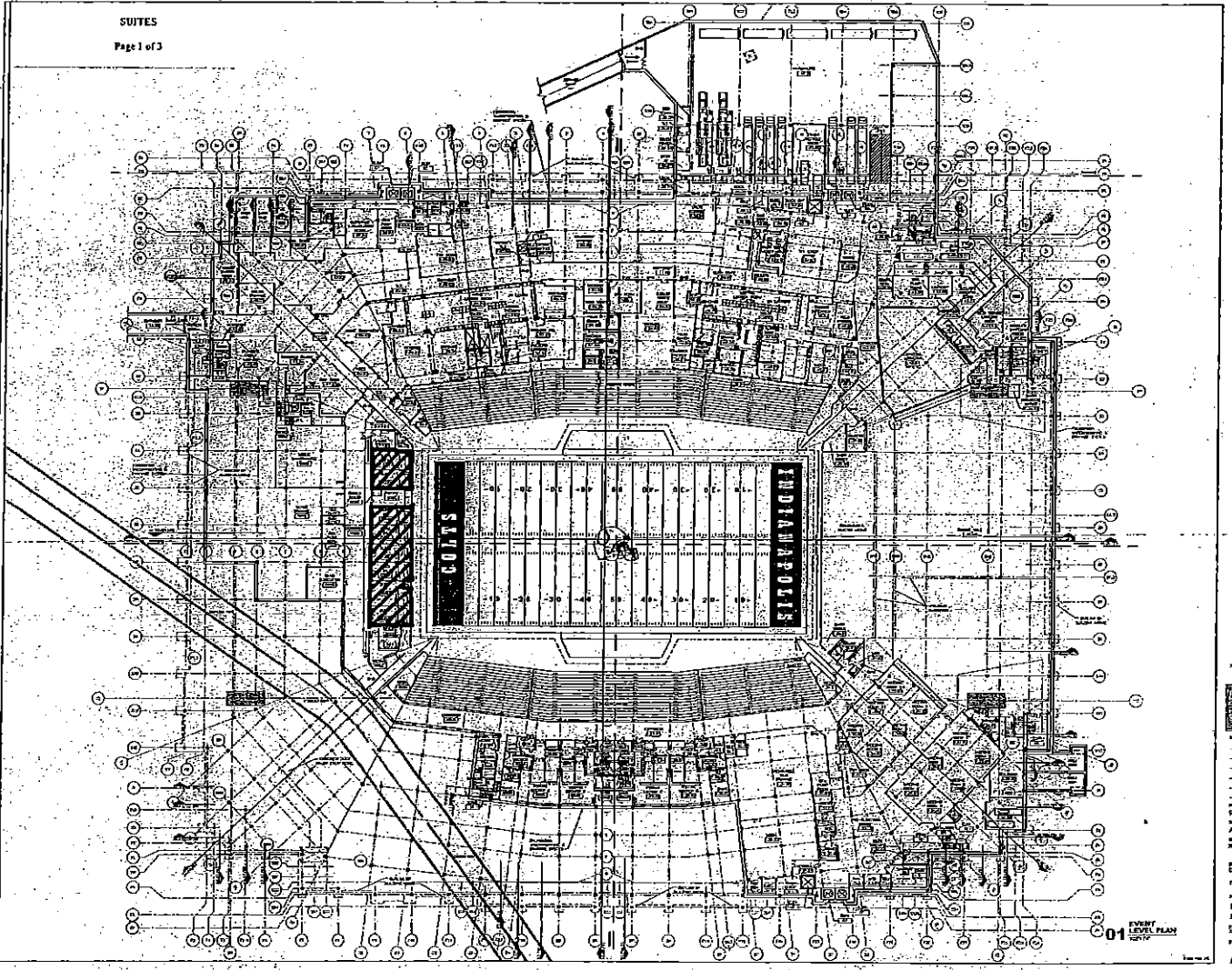


04 UPPER LEVEL LEVEL PLAN 1998

04 UPPER LEVEL LEVEL PLAN 1998

SUITES

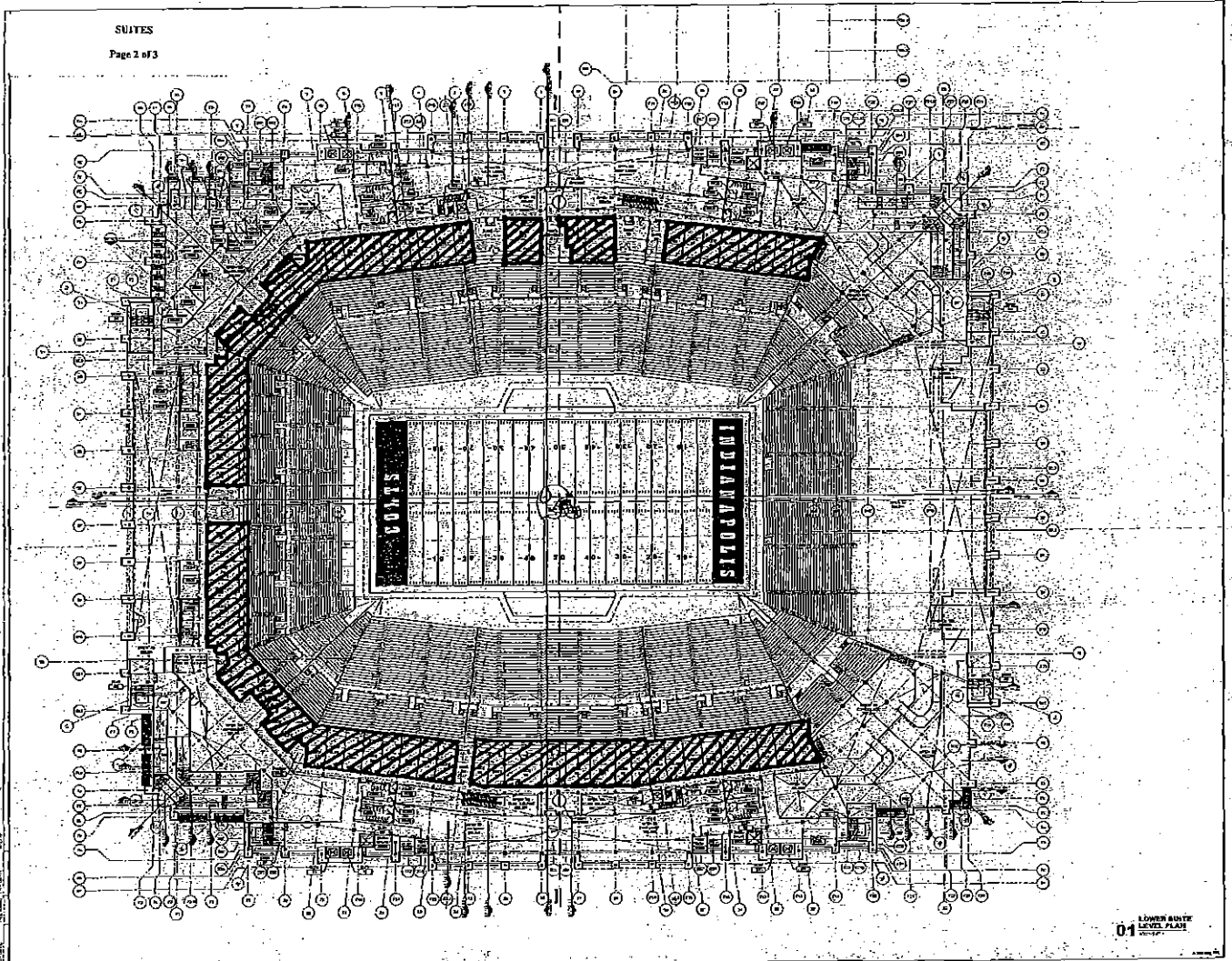
Page 1 of 3



01 EVENT LEVEL PLAN

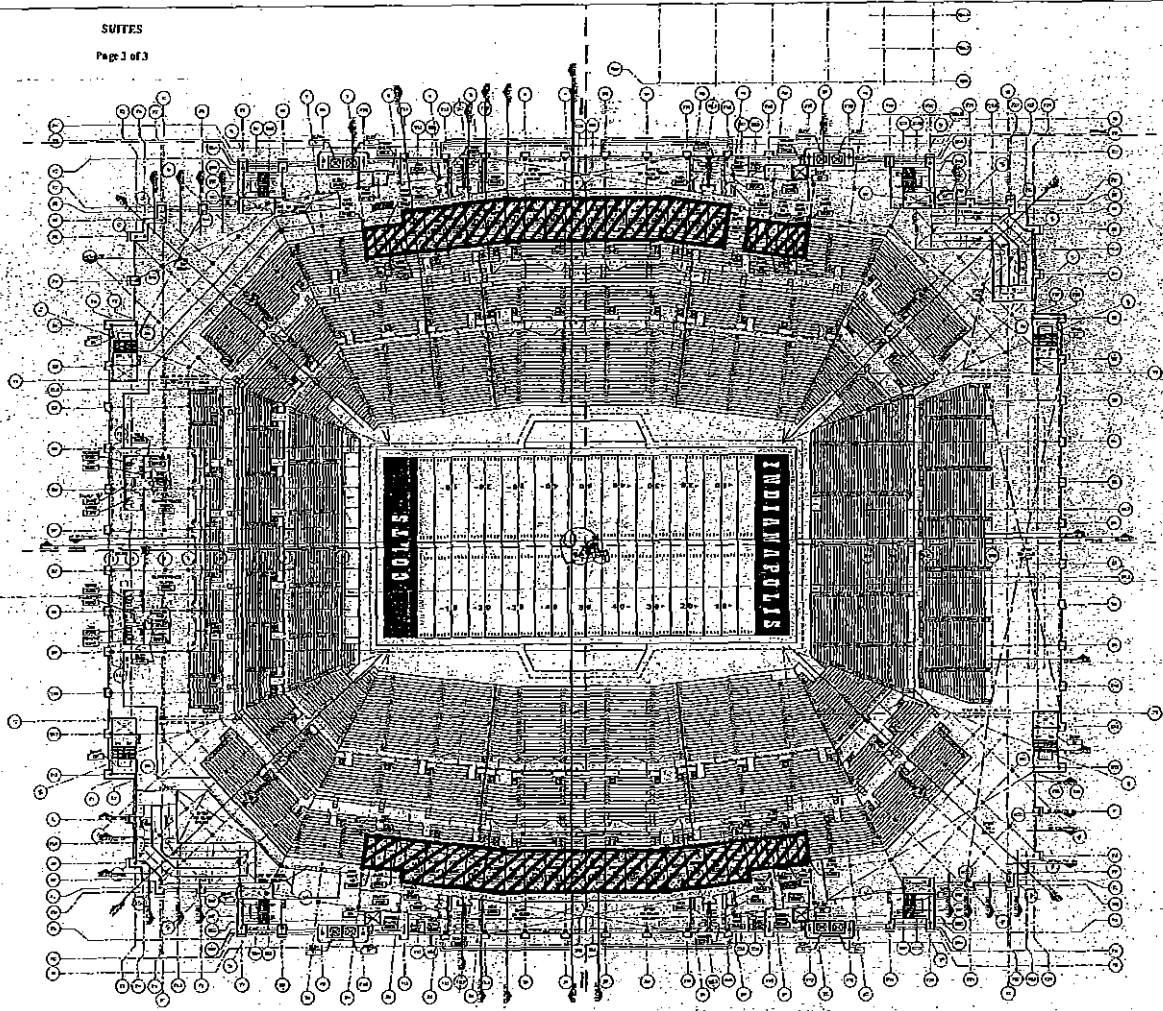
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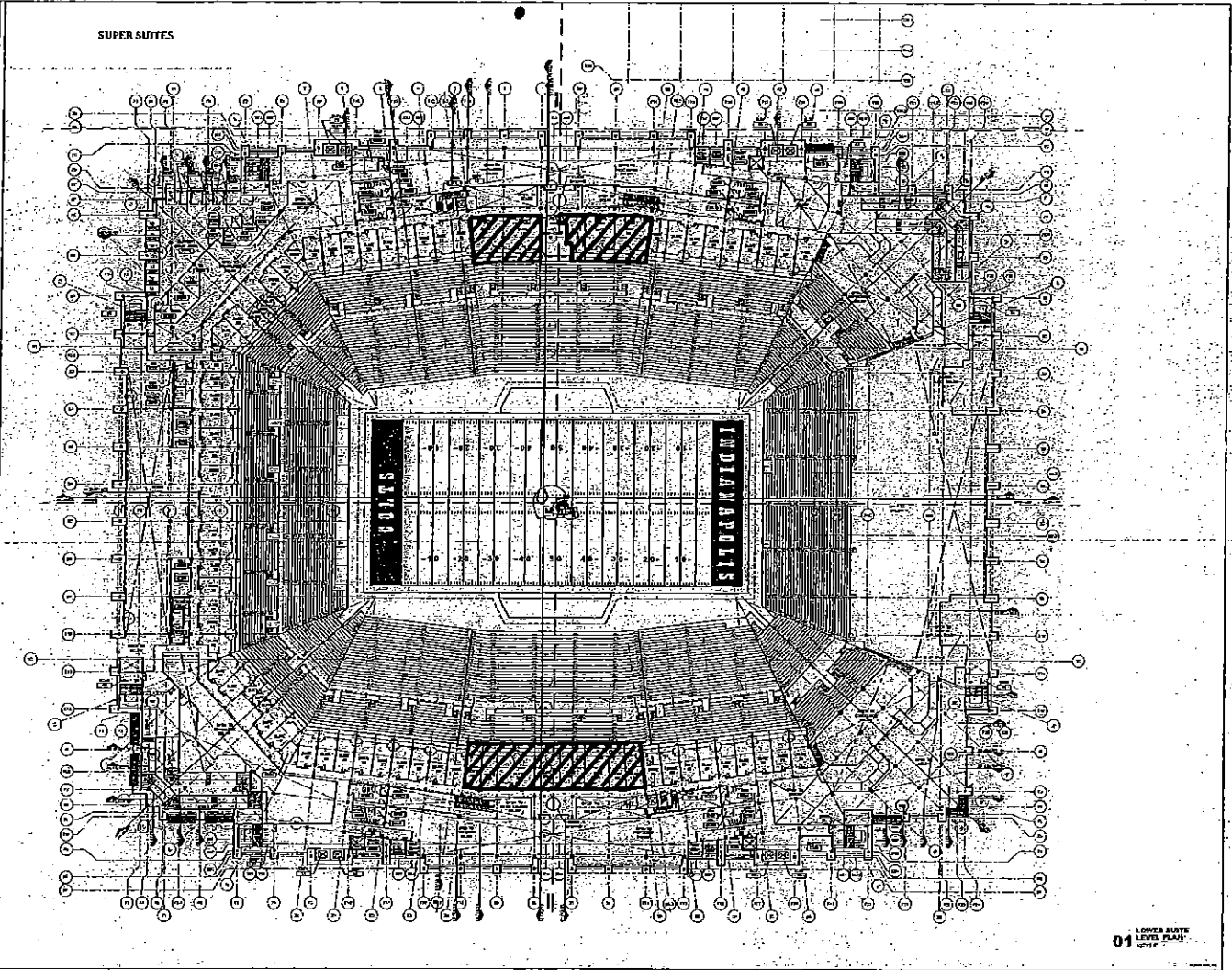
01 LOWER SUITE
LEVEL PLAN

INDIANAPOLIS

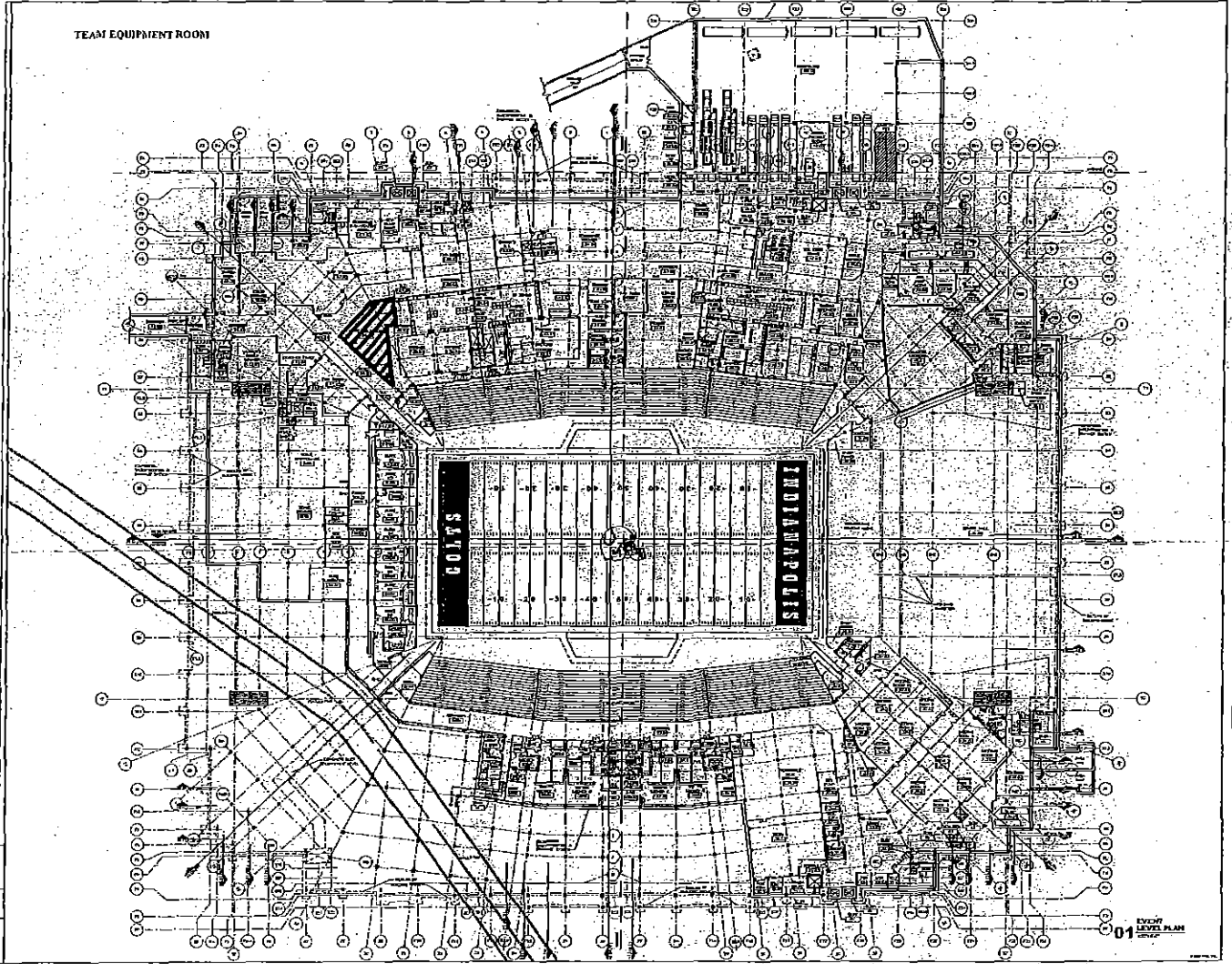


01 UPPER SUITE
LEVEL PLAN

INDIANAPOLIS COLLEGE OF ARCHITECTURE AND DESIGN



TEAM EQUIPMENT ROOM

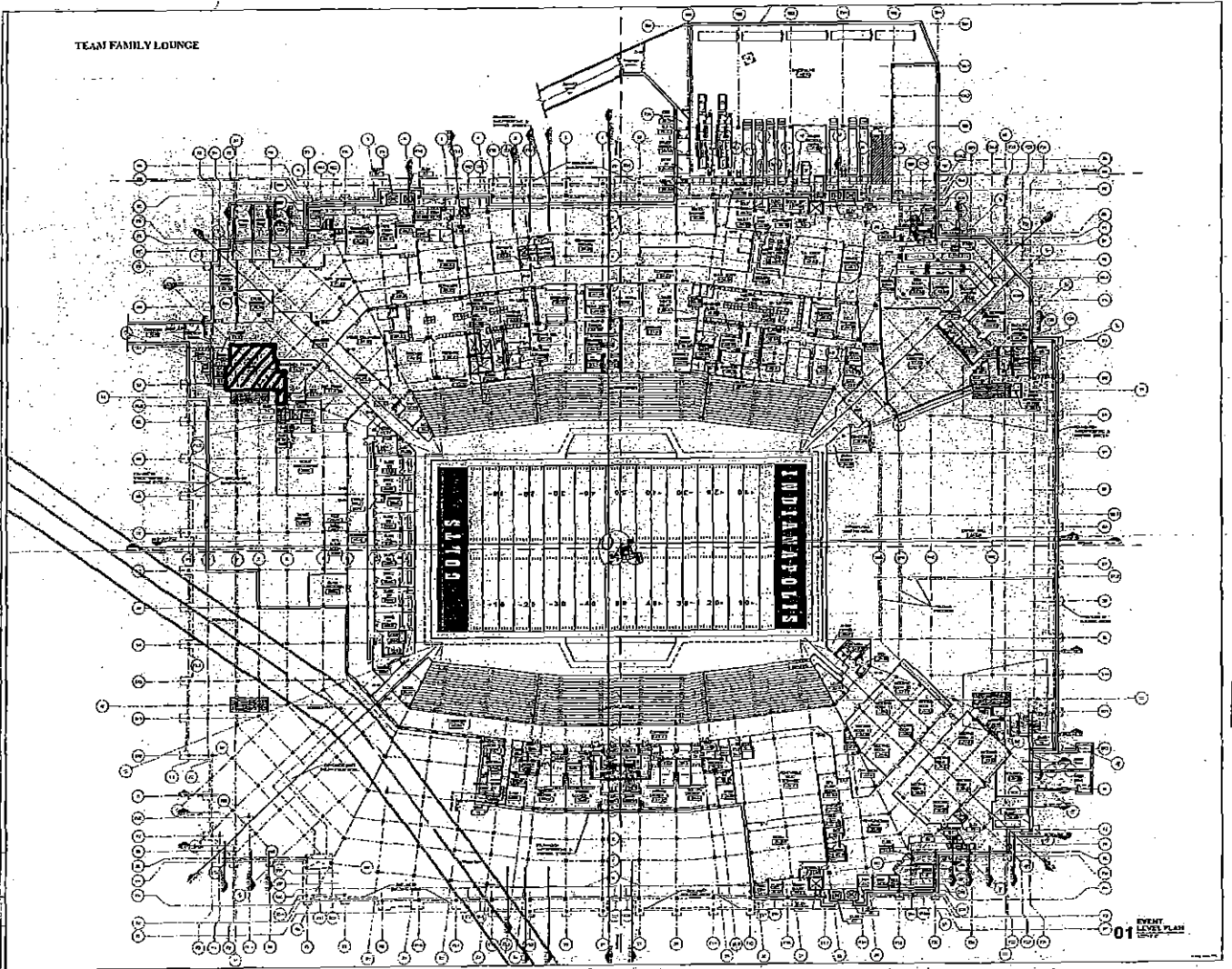


THE STATION SHALL BE BUILT WITHIN THE EXISTING STATION BUILDING WHICH IS BEING RECONSTRUCTED

1. STATION PLATFORM AND EQUIPMENT ROOM SHALL BE BUILT WITHIN THE EXISTING STATION BUILDING WHICH IS BEING RECONSTRUCTED

A

TEAM FAMILY LOUNGE

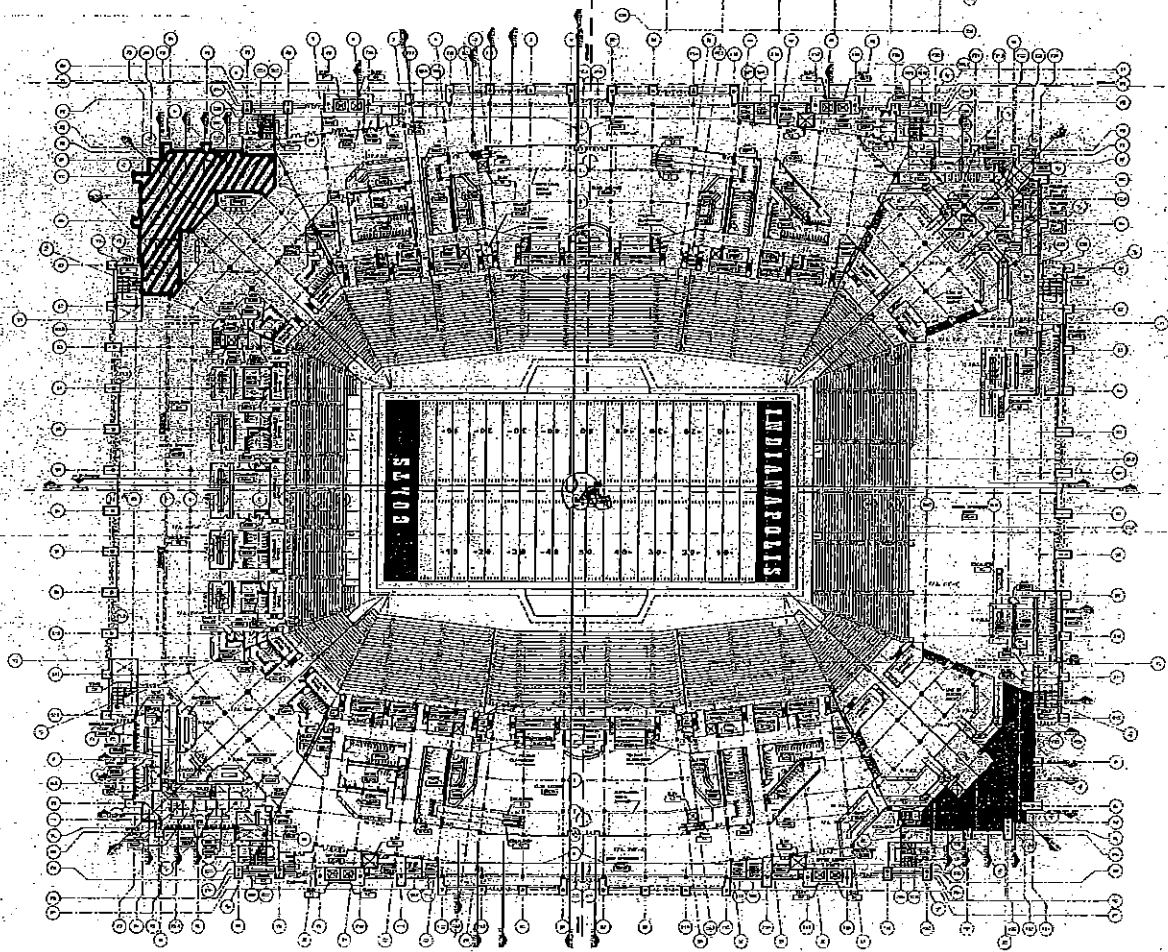


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01
 TEAM
 FAMILY LOUNGE
 FLOOR PLAN

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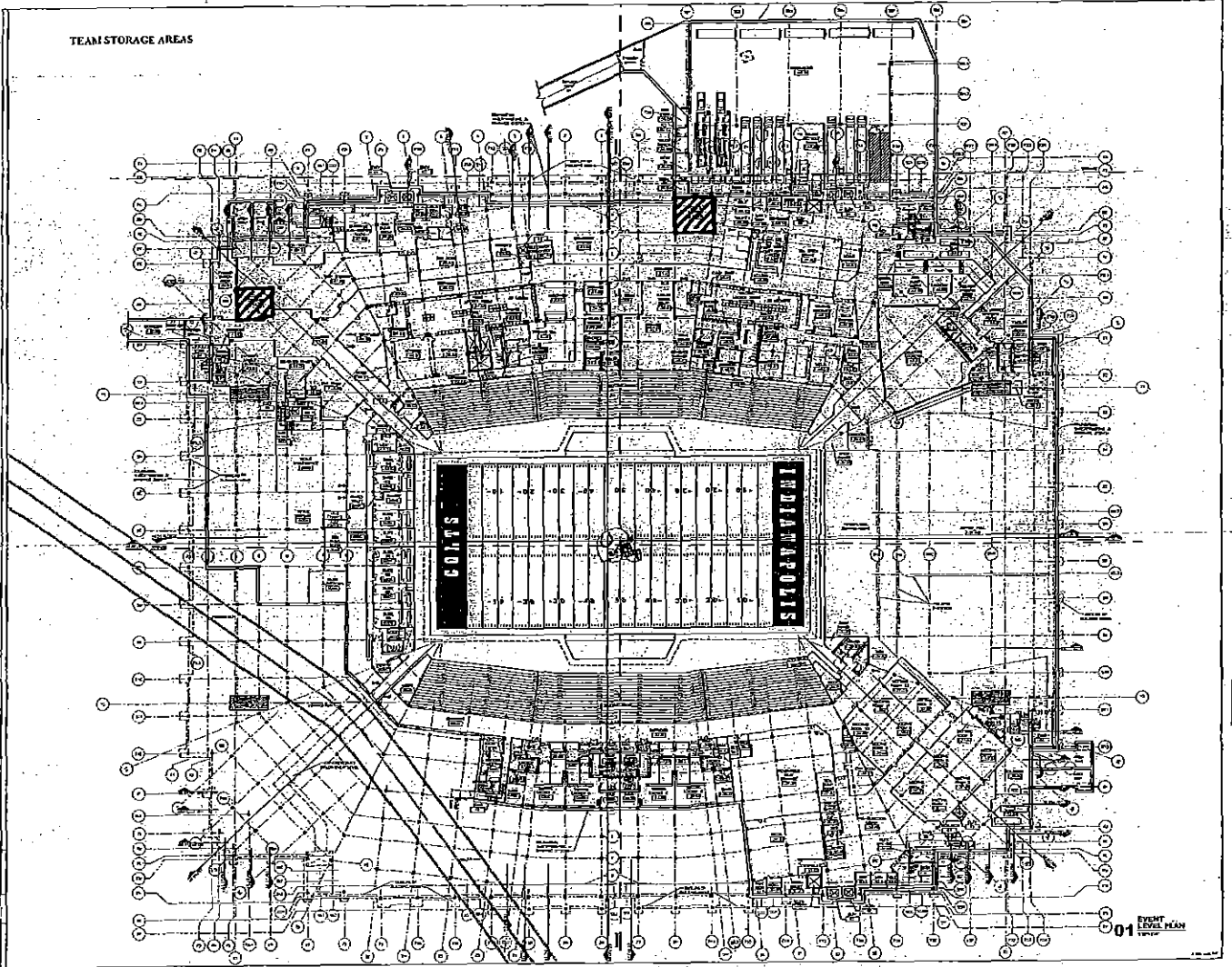
TEAM RESTAURANT



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BY ARCHT. CONSTRUCTION PLAN

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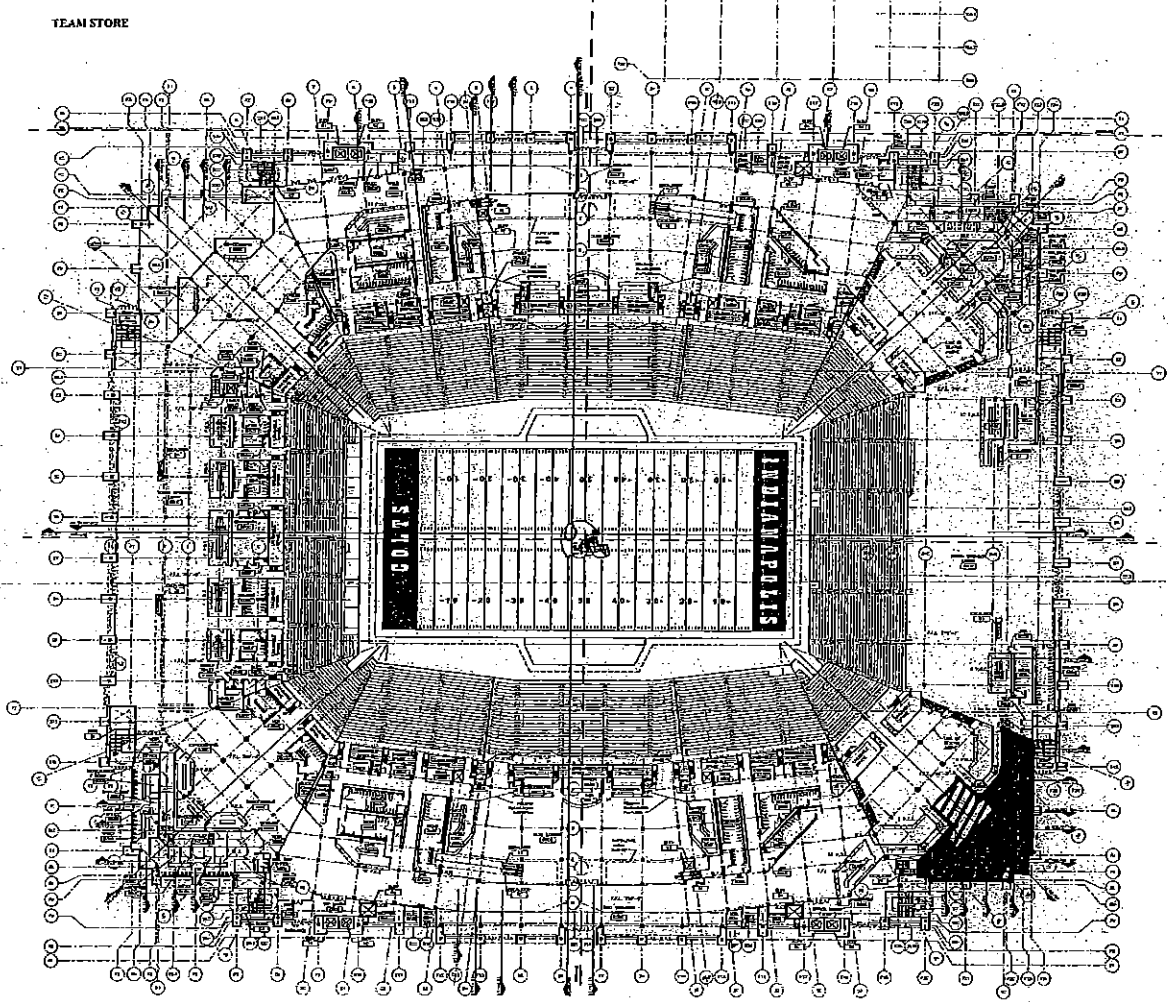
TEAM STORAGE AREAS



01
EVENT LEVEL PLAN

01
EVENT LEVEL PLAN

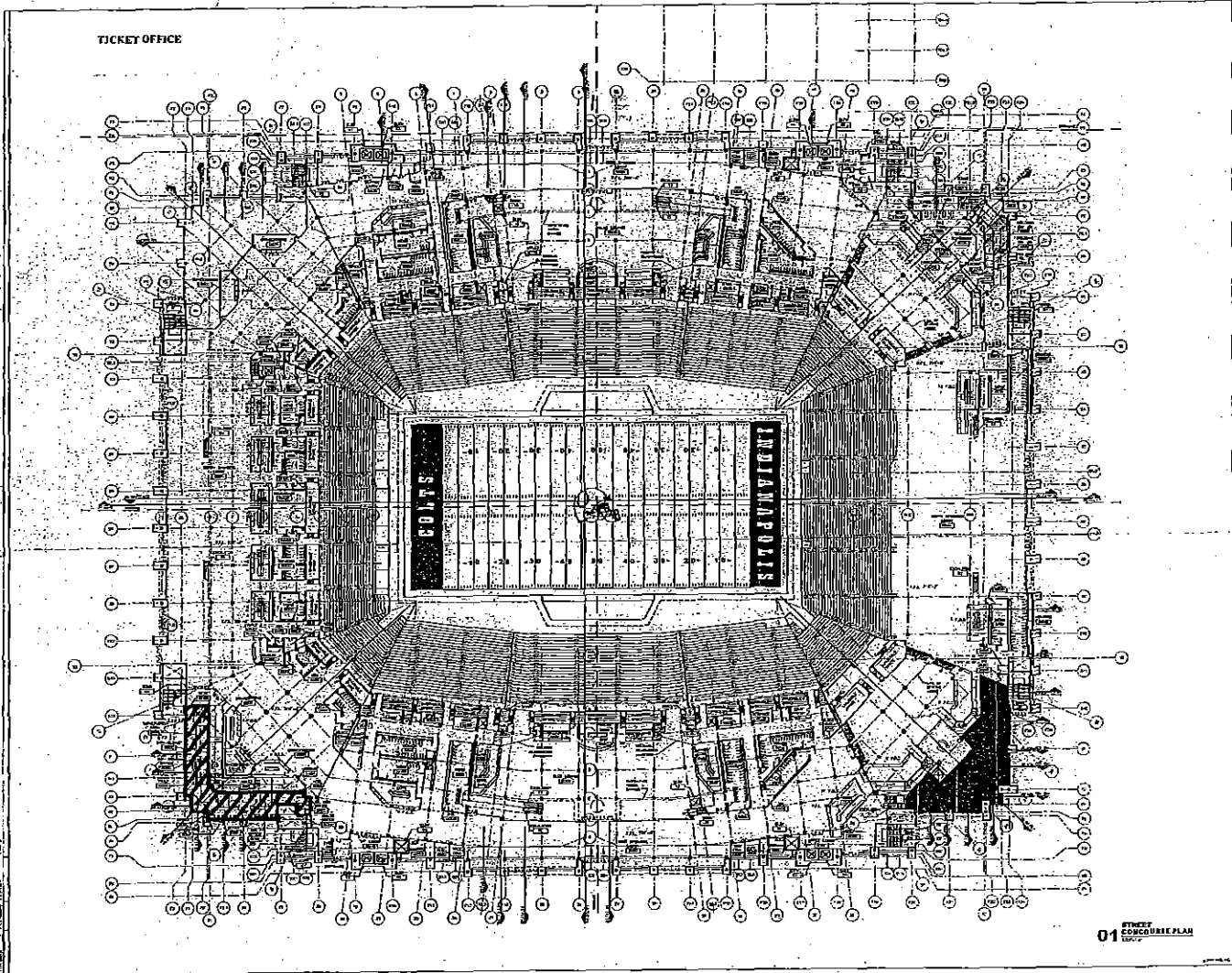
TEAM STORE



01 STREET CONTOUR PLAN

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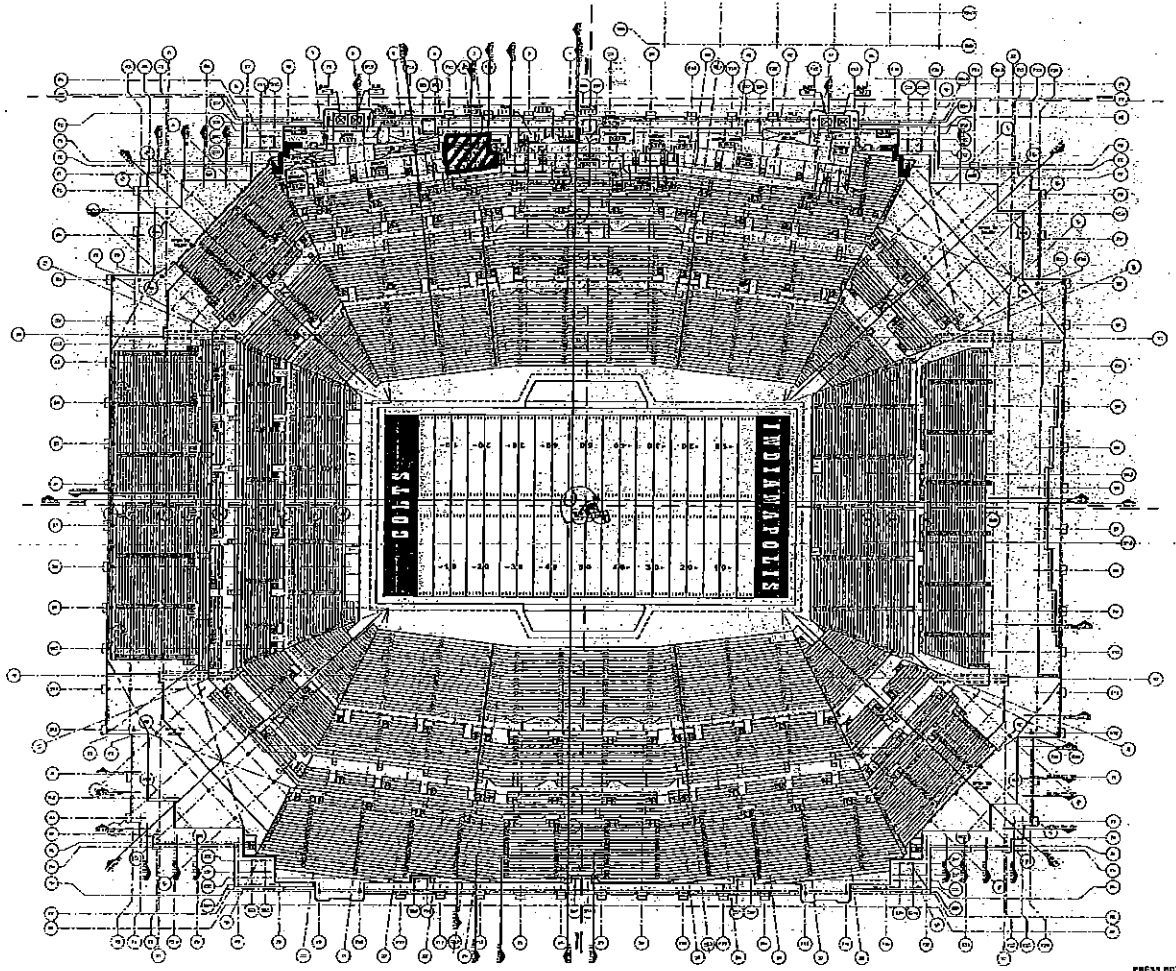
TICKET OFFICE



01 STREET CONCOURSE PLAN

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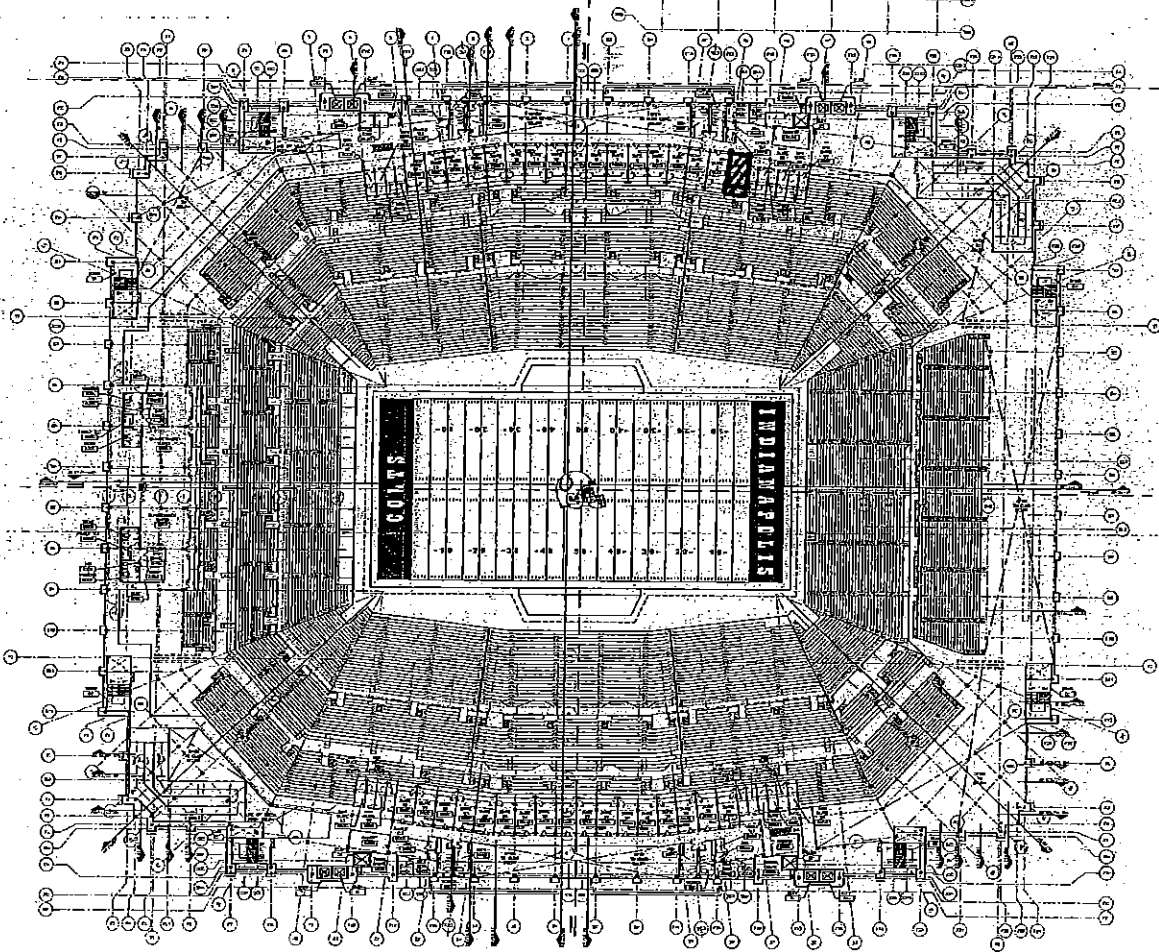
VIDEO CONTROL AREA



01 PRESS BOX / CONTROL ROOM FLOOR PLAN

11-11-11 11:11:11 11-11-11 11:11:11

VISITING OWNER'S SUITE



01 UPPER LEVEL
LEVEL PLAN

ARCHITECTURAL FLOOR PLAN OF THE UPPER LEVEL OF THE BUILDING. THE PLAN SHOWS THE LAYOUT OF THE BUILDING, INCLUDING THE CENTRAL CORRIDOR AND THE SURROUNDING ROOMS. THE PLAN IS A DETAILED DRAWING OF THE UPPER LEVEL OF THE BUILDING.

EXHIBIT B

Signage Plan

Signage Plan

Parking Lots

- Two (2) mounted signs to identify location and sponsor at each parking lot entrance **(Exhibit A-4)**;
- Every light post available for sponsor/Colts signs with mounted signs.
- One (1) marquee with ad space located in the South Lot with billboard space, viewable from I-70. **(Exhibit A-14)**

Entry Gates

- Minimum of four (4) Free Standing “locator/identity” decorative signs in plazas outside of entrance gates – 25’ x 5’ x 2’.**(Exhibit A-1)**
- Signage above each turnstile gate covering **(Exhibit A-2)**, 24’ width x 2’ high
- One (1) marquee with ad space located at north plaza. **(Exhibit A-14)**

Concourses

- Sixteen (16) flat display signs, four in each concourse **(Exhibit A-5)** 4’ x 8’
- Eight (8) backlit concourse signs, two in each concourse **(Exhibit A-6)** 4’ x 8’
- Eight (8) directional signs **(Exhibit A-7)**
- Eight (8) “pillboxes,” two in each concourse **(Exhibit A-8)**
- Four (4) “ramp panels” for the two walk up ramp systems at each level **(Exhibit A-3)**

Suite Level

- (140) each suite needs an engraved “ID” panel outside their door
- (140) inside each suite by TV’s – a small ID sign from naming rights and suite level sponsor
- Eight (8) backlit signs on escalators

Club Level (upscale)

- Entrance signs for each club at each entrance, dimensions similar to RCA South Club entrance signs for representation of sponsor i.d., polished silver or similar, @ all four clubs

Stadium

- Each vomitory needs one (1) sign that incorporates sponsors and naming rights going from concourses to bowl
- Every aisle needs one (1) locator sign in each portal with location facts and small naming rights logo (**Exhibit A-9**)
- Six (6) naming rights logos on exterior of building, two on each long side and one on each end (dominant sizing)
- One (1) naming rights logo on exterior of roof for flight path viewing

Concession Stands

- Menu boards: capable of display panel for food sponsor (**Exhibit A-10**);
- Build out on “themed concessions”

In Bowl

LED ribbon boards @ facing of mezzanine deck (**Exhibit A-13**):

- Four (4) @ 100' (corners)
- Two (2) @ 85' (one in each endzone for down/distance/time)
- Two (2) @ 70' (south endzone)
- Two (2) @ 57' (north endzone)
- Four (4) @ 180' (sidelines)

Billboards:

- Two (2) “naming rights” 3-D backlit signs @ 50 yd-line, one on each sideline (approx. 40' each) @ facing of mezzanine deck (**Exhibit A-11**);
- Four (4) 3-D signs, two per sideline @ either side of “naming rights” sign (approx. 40' each) (**Exhibit A-11**);
- Four (4) tri-vision signs, 4'x20', one on each side of the down/distance scoreboard in each endzone;
- Four (4) flat panel billboards, 4'x10', one on each side of the down/distance scoreboard in each endzone;
- Two (2) flat panel billboards on roof support crossbeams, 20'x50'.

FIELD:

Billboards on facing at each corner field entrance.

Video Boards

- Two (2) jumbo HDTV screens at quad B and D corners, terrace level. The video screens will be 27' x 96' and will have "permanent signs" above. There will be 2 (2) tri-visions each 20' x 30', and two (2) flat panel display signs measuring 14' x 16'. There also will be room for the naming rights partners to have one (1) sign 6' x 32'. Off to one side there will be one (1) permanent sign about 10' x 20', depends on line of sight.

Miscellaneous

- Team store inside and out
- Future Hall of Fame inside and out
- Future Restaurant inside and out
- Escalators: Direction signs with "dump off" locations at each landing with sponsor logo space.
- Elevators: Display space availability (similar to hotel elevators)
- Exterior doors: Direction signs for location (suite lobby) with logo space
- Super columns: Four (4) triangle billboards (27' min. height x width)
- Cup holders: Two- sided (dual panel) for sponsors

EXHIBIT C

Suite License Agreement

STADIUM SUITE LICENSE AGREEMENT

THIS STADIUM SUITE LICENSE AGREEMENT is executed as of the ____ day of _____, 200__ (the "Effective Date"), between the Indianapolis Colts, Inc., a Delaware corporation ("Licensor"), and _____, a _____ ("Licensee"), with respect to the use of the suite described below at the stadium to be constructed at [insert street address], Indianapolis, Indiana [insert zip code] (the "Stadium").

SUITE TERMS

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor does hereby grant to Licensee a limited license for the use and possession of the private spectator suite identified as Suite # ____ (the "Suite"), and Licensee does hereby accept the license from Licensor, upon the terms and subject to the provisions and conditions of this Suite License (as defined in Section 5):

(a) Description and Location. The Suite is comprised of an enclosed area and _____ (____) adjacent spectator seats ("Suite Seats"). The location of the Suite is shown on the Stadium diagram, which is attached to this Suite License as Exhibit B.

(b) Colts Games. Licensee will receive _____ (____) (the "Minimum Number") Suite Tickets for each Pre-Season Colts Game and Regular Season Colts Game together with Guest Passes for each Pre-Season Colts Game and Regular Season Colts Game in accordance with Section 4(b) of the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"). The Suite Tickets for each Pre-Season Colts Game and Regular Season Colts Game and Guest Passes are included in the License Fee. Licensee shall have the option to purchase standing room only tickets ("SROs") for Pre-Season Colts Games and Regular Season Colts Games in accordance with Section 4(b) of the Terms and Conditions, and the cost of the SROs for Pre-Season Colts Games and Regular Season Colts Games shall not be included in the Licensee Fee. Licensee shall be required to purchase the Minimum Number of Suite Tickets for Post-Season Colts Games and all SROs for Post-Season Colts Games in accordance with Section 4(c) of the Terms and Conditions. Suite Tickets and SROs for Post-Season Colts Games are not included in the License Fee.

(c) Other Stadium Events. Licensee shall have the option to purchase the Minimum Number of Suite Tickets for Stadium Events and receive Guest Passes in accordance with Section 4(d) of the Terms and Conditions. The cost of Suite Tickets for Stadium Events are not included in the License Fee.

(d) Parking. Licensee shall receive _____ (____) parking passes ("Parking Passes") for parking in parking lots ("Parking Lots") in the vicinity of the Stadium, as designated by Licensor from time to time, for Pre-Season Colts Games and Regular Season Colts Games. Parking Passes will be issued for Pre-Season Colts Games and Regular Season Colts Games. It is important for Licensee to retain these Parking Passes throughout the entire NFL Season. Licensee shall be entitled to purchase _____ (____) Parking Passes for each Post-Season Colts Game and Stadium Event. Parking Passes for Stadium Events will be issued after a ticket order for the specific Stadium Event has been placed and paid for with the Stadium Ticket Office. Parking Passes are for use at the time during which Licensee is entitled to use the Suite. Parking Passes are non-transferable and non-replaceable.

2. **TERM.** The term of this Suite License shall commence _____ (____) days before the scheduled first Pre-Season Colts Game to be played at the Stadium for the 200[8] NFL Season and shall expire at the end of the 200__ NFL Season ("Term"), unless sooner terminated pursuant to the terms of this Suite License. In the event of a construction delay that postpones the opening of the Stadium past the scheduled first Regular Season Colts Game of the 200[8] NFL Season, the License Fee (as defined in Section 3) shall be abated in accordance with Section 23 of the Terms and Conditions. In the event of a construction delay that postpones the opening of the Stadium until the 200[9] (or a later) NFL Season, the term of this Suite License shall commence _____ (____) days

before the scheduled first Pre-Season Colts Game to be played at the Stadium for such later NFL Season and shall expire at the end of the _____ succeeding NFL Season.

3. **LICENSE FEE.** For each License Year of the Term, Licensee shall pay to Licensor a non-refundable annual License Fee ("License Fee"). The License Fee for the first License Year shall be _____ Dollars (\$ _____), and shall be due on the Effective Date. For each subsequent License Year after the first License Year, the License Fee shall be due and payable _____ (____) days before the first Pre-Season Colts Game at the Stadium for such NFL Season. [The License Fee for each subsequent License Year after the _____ License Year shall be determined by multiplying the License Fee for the immediately preceding License Year by _____%.]

4. **SECURITY DEPOSIT.** Upon the Effective Date, Licensee shall pay to Licensor a security deposit (the "Security Deposit") in the amount of _____ Dollars (\$ _____) to ensure the full and timely performance of Licensee's obligations in accordance with the terms of this Suite License.

5. **OTHER TERMS.** The attached documents entitled Exhibit A - Standard Terms and Conditions and Exhibit B - Stadium Diagram are incorporated herein by reference. The terms and conditions for the particular Suite set forth above, together with Exhibit A and Exhibit B, shall collectively be referred to herein as this "Suite License."

6. **CAPITALIZED TERMS.** All capitalized terms used but not defined herein shall have the respective meanings as set forth in Section 1 of Exhibit A.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Suite License as of the Effective Date.

LICENSOR:

INDIANAPOLIS COLTS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

LICENSEE:

a _____

By: _____
Name: _____
Title: _____

Address: _____

Attention: _____

Telephone: (____) _____

Facsimile: (____) _____

Licensee's Representative: _____

Licensee's FEI No.: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS

This Exhibit A shall be deemed fully incorporated into the Suite License. All capitalized terms used but not defined herein shall have the same respective meanings as set forth in the Suite License. Unless expressly provided to the contrary herein, to the extent that any provision of this Exhibit A conflicts with any provision of the Suite License, the Suite License shall control.

1. **DEFINITIONS.** For the purposes of the Suite License, the following definitions shall apply:

- (a) CIB. Capital Improvement Board of Managers of Marion County, Indiana.
- (b) Colts. The professional football team granted franchise rights by the NFL for Indianapolis, Indiana, currently known as the Indianapolis Colts.
- (c) Event. Each sporting, civic, entertainment, concert or other activity held at the Stadium.
- (d) Event Sponsor. The sponsor or promoter of an Event.
- (e) Guest Passes. See Section 4(b) of this Exhibit A.
- (f) License Year. Each annual period beginning _____ and ending _____ during the Term hereof.
- (g) Licensee. Licensee and its permitted successors and assigns.
- (h) Licensee Parties. Licensee's officers, agents, employees, invitees, guests, and visitors.
- (i) Licensor. Licensor and its successors and assigns.
- (j) NFL. The National Football League, and any successor league.
- (k) NFL Rules. The NFL's Constitution, By-laws, rules, regulations, Game Operations Manual, policies, mandates, and agreements, in each case as amended and in effect from time to time.
- (l) NFL Season. The annual season for football games as established by NFL Rules.
- (m) Post-Season Colts Games. Colts games established by the NFL as post-season home games that are played at the Stadium, excluding the Super Bowl.
- (n) Pre-Season Colts Games. Colts games established by the NFL as pre-season home games that are played at the Stadium.
- (o) Regular Season Colts Games. Colts games established by the NFL as regular season home games that are played at the Stadium.
- (p) Special Event. An Event held in the Stadium where the Suite is deemed to be obstructed or unavailable by the Event Sponsor or where the Event Sponsor restricts the sale of tickets to the Event. Determination as to whether an Event is a Special Event shall be made by Licensor in its sole discretion.
- (q) Stadium Event. Any Event, other than Pre-Season Colts Games, Regular Season Colts Games, Post-Season Colts Games, and Special Events, held or sponsored at the Stadium for which tickets are available for sale to the general public through the Stadium Ticket Office [or Licensor if Licensor is the Event Sponsor]. All performances of a Stadium Event that are repeated on the same day, conducted or performed on multiple days by the

same performer or group, or any tournament or other athletic contest consisting of multiple games, matches or contests that are held at the Stadium shall be considered, collectively, a single Stadium Event. Admission tickets for Stadium Events shall be priced by the Event Sponsor.

(r) Stadium Lease. That certain Lease Agreement by and among CIB, the City of Indianapolis, Indiana, and Licensor effective as of September 1, 2005, as amended from time to time.

(s) Stadium Ticket Office. The administrative and ticket office locations at the Stadium where tickets to Events are sold to the public by the CIB or through its ticket vendor.

(t) Suite Manual. A manual to be given by Licensor to Licensee, from time to time, setting forth rules, regulations, and policies concerning the use of the Suite and Parking Lots, as such manual may be changed, modified, restated, revoked, and supplemented from time to time in Licensor's sole discretion.

(u) Suite Tickets. Tickets permitting the holder admission to the Stadium and access to the Suite for an Event.

2. LICENSEE RIGHTS AND BENEFITS; RESERVATION.

(a) Licensee's Rights and Benefits. In consideration of the prompt and complete payment of all License Fees, and other charges which become due and payable hereunder, and subject to the terms of this Suite License, Licensor shall provide to Licensee the following under this Suite License: (i) the right to use and occupy the Suite during all Pre-Season Colts Games and Regular Season Colts Games; (ii) the right to use and occupy the Suite during Post-Season Colts Games, subject to the purchase of Suite Tickets in accordance with Section 4(c); (iii) the right to use and occupy the Suite during Stadium Events if Suite Tickets are available therefor and Licensee purchases such Suite Tickets in accordance with Section 4(d); (iv) the right to use and occupy the Suite during Special Events if Suite Tickets are available therefor and Licensee purchases such Suite Tickets in accordance with Section 4(e); (v) the privilege of using the Parking Passes as set forth in this Suite License; (vi) the rights as set forth in this Suite License to purchase SROs; and (vii) the privilege to receive the Guest Passes as set forth in this Suite License.

(b) Reservation. Licensor expressly reserves to itself all rights, powers, interests and privileges not expressly granted to Licensee hereunder, and without limiting the generality of the foregoing, Licensor further reserves the use and possession of the Suite in connection with any Stadium Event or Special Event where the Event Sponsor requires that the Suite be made available for use by the sponsor or its designee.

3. LICENSEE'S USE OF THE SUITE. Licensee, on behalf of itself and the Licensee Parties, covenants and agrees with Licensor as follows:

- (i) Licensee and the Licensee Parties shall promptly, diligently and expeditiously keep, abide by, perform and observe each and every term, covenant, condition, and procedure to be kept, abided by, performed, and observed pertaining in any way to or arising out of the use and occupancy of the Suite contained or set forth in this Suite License, the Suite Manual (which is hereby incorporated in this Suite License by reference), and printed on any ticket for any Event at the Stadium;
- (ii) Licensee shall be responsible for ensuring that only those persons having Suite Tickets or Guest Passes for an Event are permitted access to the Suite for such Event;
- (iii) Licensee and the Licensee Parties shall at all times maintain proper decorum while using the Suite and shall comply with all laws, regulations, and codes of any governmental authority applicable to the conduct of persons in the Suite, including ordinances, orders and directives from the City of Indianapolis Police Department, Department of Health, Fire Department and the National Board of Fire Underwriters, or any other body exercising similar functions relating to the Suite or the Stadium. Licensee and the Licensee Parties shall not engage in any practices that may damage the

Suite or the Stadium or create a nuisance or a disturbance or obstruct or interfere with the rights of any other licensees or ticket holders, or cause or permit objects to be thrown or dropped from the Suite;

- (iv) Subject to and in accordance with the provisions of Section 10, Licensee shall be responsible for ensuring that all consumption of alcoholic beverages within the Suite is in compliance with the Stadium Manual, and with all laws, regulations, and ordinances governing the consumption of alcoholic beverages of the State of Indiana, the City of Indianapolis, Indiana, or of any other governmental authority;
- (v) Licensee and the Licensee Parties shall not bring into the Stadium or permit the presence in the Suite of any illegal drugs or, except as prescribed by a physician, any controlled substance;
- (vi) Licensee and the Licensee Parties shall not film, reproduce, record, transmit or aid in transmitting beyond the limits of the Stadium, in whole or in part, any description, account, statistic, status, picture, reproduction or result of all or any portion of any Pre-Season Colts Game, Regular Season Colts Game, or Post-Season Colts Game, or other Event by any means (including, without limitation, radio or television transmission, whether transmitted "live" or by means of film, tape, video, digital video, cable, camera phone, computer network, digital or magnetic storage, or any means, medium, or form whatsoever now existing or hereafter developed);
- (vii) Licensee and the Licensee Parties shall not attach in any fashion or otherwise display any signs, banners, notices or advertisements on the exterior or the interior of the Suite, other than those approved in writing and in advance by Licensor;
- (viii) Licensee and the Licensee Parties shall not utilize Suite Tickets, SROs, Guest Passes, or Parking Passes for contests, giveaways or other promotional purposes, unless specifically approved in writing and in advance by Licensor; and
- (ix) Licensee shall be entitled to use the Suite at times for which the appropriate Suite Tickets are presented and the Stadium is open for use by the general public. Licensee and the Licensee Parties shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Stadium have been issued by Licensor or the Stadium Ticket Office for each Event including, without limitation, policies with respect to the cancellation or postponement of an Event.

Licensee agrees that Licensor or CIB may cause Licensee or any Licensee Parties violating the requirements of this Section 3 to be immediately removed from the Suite.

4. ADMISSION TICKETS.

(a) Purchase of Suite Tickets. Unless Licensor shall otherwise give notice to Licensee in advance, (i) Licensor or its designated ticket vendor in the case of Pre-Season Colts Games, Regular Season Colts Games, and Post-Season Colts Games, and Events sponsored by Licensor, and (ii) the Stadium Ticket Office or its designated ticket vendor in the case of Stadium Events or Events not sponsored by Licensor, shall be the exclusive source through which Suite Tickets may be acquired by Licensee under this Suite License. No tickets acquired by Licensee from any other source, including tickets acquired directly from an Event Sponsor or ticket agent for an Event Sponsor, shall entitle Licensee or other holder of such ticket to obtain access to the Suite or entitle Licensee or such holder to exercise any rights under this Suite License. Sales of tickets to all Pre-Season Colts Games, Regular Season Colts Games, and Post-Season Colts Games shall be subject to NFL Rules. Licensor shall comply with all terms, conditions, requirements, and provisions to which any tickets are subject. Licensor shall not be responsible for and shall have no liability to Licensee on account of any cancellation, postponement, or other deficiency in the conduct of any Event; and Licensee hereby releases and holds Licensor harmless from all claims relating to any cancellation, postponement, or other deficiency in the conduct of any Event.

(b) Pre-Season Colts Games and Regular Season Colts Games. Licensee shall receive the Minimum Number of Suite Tickets to the Stadium for access to the Suite for each Pre-Season Colts Game and Regular Season Colts Game. Licensee shall also receive a complimentary guest pass ("Guest Pass") for each _____ (____) Suite Seat(s) for each Pre-Season Colts Game and Regular Season Colts Game, up to a maximum of _____ (____) Guest Passes. The Guest Pass will allow the guest to gain access to the suite level but a person using the Guest Pass must have an admission ticket to the Pre-Season Colts Game or Regular Season Colts Game. Subject to Stadium and Suite capacity limits, applicable fire code and other laws, NFL Rules, and availability of tickets to Licensor, Licensor will make available for purchase by Licensee on a game-by-game basis SROs for the Suite to each of the Pre-Season Colts Game and Regular Season Colts Games played at the Stadium on the prevailing and customary terms for the sale of [the highest priced season ticket] and limited to _____ (____) SROs per each _____ (____) Suite Seat(s). The cost of SROs for Pre-Season Colts Games and Regular Season Colts Games are not included in the License Fee.

(c) Post-Season Colts Games. Licensee shall be required to purchase the Minimum Number of Suite Tickets to the Stadium for access to the Suite for any and all Post-Season Colts Games. Licensee will receive a complimentary Guest Pass for each _____ (____) Suite Seats for each Post-Season Colts Game, up to a maximum of _____ (____) Guest Passes. The Guest Pass will allow the guest to gain access to the suite level but a person using the Guest Pass must have an admission ticket to the Post-Season Colts Game. Subject to Stadium and Suite capacity limits, applicable fire code and other laws, NFL Rules, and availability of tickets to Licensor, Licensor agrees to make available for purchase by Licensee on a game-by-game basis SROs for the Suite to each of the Post-Season Colts Games, [and Licensee agrees to purchase all SROs made available to Licensee for Post-Season Colts Games played at the Stadium on the prevailing and customary terms for the sale of [the highest priced season ticket] and limited to _____ (____) SROs per each _____ (____) Suite Seat(s).] The cost of the SROs for Post-Season Colts Games shall not be included in the License Fee. The purchase of the Minimum Number of Suite Tickets for Post-Season Colts Games [and SROs for Post-Season Colts Games] by Licensee shall be mandatory, and the price of such Suite Tickets [and SROs] shall be set by Licensor.

(d) Stadium Events. Licensee shall have the option to purchase from the Stadium Ticket Office or Licensor if Licensor is the Event Sponsor the Minimum Number of Suite Tickets for Stadium Events. Licensee shall be required to purchase the Minimum Number of Suite Tickets if Licensee desires to use the Suite for the Stadium Event. With the purchase of Suite Tickets for a Stadium Event, Licensee will receive a complimentary Guest Pass for each _____ (____) Suite Seat(s), up to a maximum of _____ (____) Guest Passes. The Guest Pass will allow the guest to gain access to the suite level but a person using the Guest Pass must have an admission ticket to such Stadium Event. Subject to Stadium and Suite capacity limits, applicable fire code and other laws, and the terms and conditions for each Stadium Event, Licensee shall be allowed to purchase SROs to the Stadium Event, limited in number to _____ (____) SROs per each _____ (____) Suite Seat(s). The cost of Suite Tickets and SROs for Stadium Events shall not be included in the License Fee. If Licensee does not purchase the Minimum Number of Suite Tickets for the Stadium Event for the price offered to Licensee within ten (10) days after offered to Licensee, Licensee shall be deemed to have granted a sublicense and grant of access to Licensor, or the Event Sponsor, as the case may be, to make the Suite available to third parties for use during such Stadium Event.

(e) Special Events. To the extent that Suite Tickets are available to Licensee for a Special Event, Licensee shall have the right to use the Suite during such Event by purchasing from the Stadium Ticket Office or Licensor if Licensor is the Event Sponsor, the Minimum Number of Suite Tickets at the prevailing prices. If Licensee does not elect to purchase Suite Tickets for a Special Event for the price offered to Licensee within ten (10) days after offered to Licensee, or Suite Tickets are not available to Licensee for a Special Event, Licensee shall be deemed to have sublicensed and granted access to Licensor, or the Event Sponsor, as the case may be, to make the Suite available to third parties for use during such Special Event.

5. **OBSTRUCTED VIEW.** Licensee acknowledges and agrees that certain Special Events may not be viewable from the Suite because of the location of the Special Event, the type of set-up for the Special Event, or any other reason related to the manner and presentation of the Special Event. If Licensee's view of such Special Event is materially obstructed, as determined by Licensor and CIB in their mutual judgment, and subject to any arrangements made with the Event Sponsor, Licensor will make reasonable effort to (i) make available for purchase by Licensee, subject to availability, the same number of tickets as the Minimum Number in other locations in the Stadium as determined by

Licensor and CIB, and (ii) assure that Licensee may use the Suite before and after such Special Event, subject to Section 3 above and the other provisions of this Suite License.

6. **RIGHT OF FIRST REFUSAL.** If not in default in the performance of Licensee's obligations under this Suite License, Licensee shall have the right of first refusal to renew this Suite License after the expiration of the initial Term at such License Fee and on such other terms and conditions as Licensor may, in its sole discretion, determine. At least ninety (90) days prior to the expiration of the initial Term or any renewal term, as the case may be, Licensor shall submit to the Licensee an agreement which sets forth the License Fee and other terms and conditions established by Licensor for the renewal license. Licensee may exercise its right of first refusal by executing and returning such agreement to Licensor, together with any security deposit or other payment which may be required thereunder, within thirty (30) days after the agreement is sent to Licensee by Licensor, in which case the Term of this Suite License shall be extended accordingly. If Licensee shall fail to exercise this right to renew this Suite License as provided herein, Licensee shall be deemed to have rejected the offer to renew and waived its rights hereunder and Licensee shall have no further right to renew this Suite License or to use or occupy the Suite after the expiration of the Term.

7. **MAINTENANCE OF THE SUITE.** Licensee shall not commit or allow to be committed any waste or damage to any portion of the Stadium, the Suite, or the furniture, fixtures, and equipment located in the Suite. Licensee shall be responsible for the maintenance and repair of all personal property of Licensee located within the Suite, and Licensee shall keep such property in a good, safe, and clean condition. Licensor or its designee shall, at its sole cost and expense and excluding ordinary wear and tear, maintain and repair the interior walls, floor and ceiling of the Suite, and the furniture, fixtures and equipment provided by Licensor located therein; provided, however, that Licensee shall reimburse Licensor for the cost of any such maintenance or repairs required because of the negligence or willful acts of Licensee or the Licensee Parties. Any such maintenance or repairs required because of the negligence or willful act of Licensee or the Licensee Parties will be performed at Licensee's expense by Licensor or its designee, and Licensee agrees to reimburse Licensor for the costs thereof within ten (10) days after receipt of an invoice following the completion of such work.

8. **ALTERATIONS AND DECOR.**

(a) **Alterations.** Licensee acknowledges that all furniture, fixtures, equipment and personal property in the Suite as of the date of Licensee's first entry into the Suite shall not be removed from the Suite at any time. Licensee shall not make any improvements or alterations to the interior or exterior of the Suite without the prior written consent of Licensor, which consent may be conditioned or withheld in Licensor's sole discretion. Any such improvements or alterations permitted by Licensor shall be made at Licensee's sole cost and expense by contractors hired by Licensor (at the rates then being charged to Licensor for work routinely contracted for by Licensor) and must comply with the laws, ordinances, rules and regulations of all applicable governmental authorities. Licensee agrees to reimburse Licensor for the costs of such alterations or improvements within ten (10) days of Licensee's receipt of an invoice therefor following the completion of such work. Licensor shall have the right to require Licensee to deposit with Licensor the estimated cost of such work prior to the commencement thereof. Any alterations or improvements shall become the property of Licensor and shall remain in the Suite after the termination of this Suite License unless Licensor otherwise expressly agrees in its written consent. If Licensor requires in such written consent that such alterations or improvements be removed upon the termination of this Suite License, Licensee shall reimburse Licensor for the costs and expenses of such removal and the repair of any damage to the Suite as a result of such removal. The obligations of Licensee set forth in the previous sentence shall survive any expiration or termination of this Suite License. Licensor shall have the right to periodically redecorate or renovate the Suite, and Licensee shall not be entitled to any reduction or abatement of the License Fee or other amounts payable hereunder as a result thereof.

(b) **Decor.** Licensor intends to maintain certain basic color and design schemes in the suites to ensure uniform aesthetics. With Licensor's prior written approval, not to be unreasonably withheld, Licensee may supply articles of appointment for the Suite such as pictures or an insignia reasonable in size and in good taste, as determined by Licensor, and Licensee shall be responsible for removing all such property prior to the expiration of the Term or earlier termination of this Suite License. No such appointments that pose a bona fide security or safety

concern or that encourage the use of alcohol or tobacco by minors, promote violence, encourage illegal activity, contain profanity or relate to or promote illegal drug use or disreputable sexually-oriented businesses or enterprises shall be installed in the Suite. CIB may temporarily remove or replace some or all of the wall hangings in connection with Special Events provided that if any such wall hangings are so removed or replaced, they shall be reinstalled by CIB at its sole cost and expense prior to the next Event for which Licensee is entitled to use or occupy the Suite.

9. **RETURN OF PREMISES.** Upon the expiration of the Term or any earlier termination of this Suite License, Licensee shall vacate the Suite and deliver possession of the Suite to Licensor in the same condition as on the date of Licensee's first entry (subject to the terms of Licensor's written consent as described in Section 8(a) above), excluding normal wear and tear, as reasonably determined by Licensor. If Licensee holds over after the expiration or termination of this Suite License without the written consent of Licensor, Licensee shall pay as a license fee for the Suite twice the amount of License Fee then payable under the Suite License for the entire holdover period, calculated and prorated on a daily basis. No holding over by Licensee after the Term shall be construed to extend this Suite License. In the event of any unauthorized holding over, Licensee shall indemnify Licensor and CIB (i) against all claims for damages by any other licensee to whom Licensor may have licensed the Suite effective upon the termination of this Suite License, and (ii) for all other losses, costs and expenses, including reasonable attorneys' fees, incurred by reason of such holding over.

10. **SERVICES.** During the Term, Licensor shall provide the following services to the Suite during the times that Licensee may use and occupy the Suite as permitted by Section 2:

- (i) heating, air conditioning, ventilation, running water and electricity;
- (ii) housekeeping services, including dusting, sweeping and cleaning the Suite, and rubbish removal and disposal as necessary following each Event;
- (iii) an outlet for the connection of a telephone and local telephone service;
- (iv) either cable television service or satellite television service, as determined by Licensor from time to time, and at least one (1) television connected to such service;
- (v) beverage services as Licensee may order through Licensor or its Concessionaire (as defined below) at Licensee's expense; and
- (vi) such other special services as Licensor, in its sole discretion, may offer at prevailing rates and terms established from time to time by Licensor.

The costs of the services in Section 10(i) through Section 10(iv) shall be paid for by Licensor. The cost of all other services are the responsibility of Licensee, and Licensee shall pay the supplier or CIB, as applicable, the costs of such services within thirty (30) days after receipt of invoices therefor. Food or beverages, including, without limitation, alcoholic beverages, from outside the Stadium may not be brought into, or consumed in, the Suite or the Stadium. Food and beverages must be purchased only from the concessionaire granted the right to service the Suite by CIB (the "Concessionaire"). Upon receipt of an invoice therefor, Licensee shall reimburse Licensor for the costs of any cleaning or maintenance of the Suite, or the fixtures, furnishings and equipment therein in excess of the usual and customary cleaning and maintenance, which result from any action, willful damage, neglect or omission by Licensee or the Licensee Parties. Licensee shall be responsible for cleaning and storing all property of Licensee used in the Suite at the conclusion of each Event.

11. **ACCESS BY LICENSOR AND OTHERS.** Licensor and CIB, for themselves and their officers, agents, employees and representatives, reserve the right to access the Suite to such extent as Licensor and CIB deem necessary or appropriate for the proper performance of the duties and obligations required or contemplated to be performed by Licensor under this Suite License, and for ensuring compliance with this Suite License and the Stadium Manual by the Licensee Parties. The

Concessionaire and its officers, agents, employees and representatives shall be entitled to have access to the Suite on such occasions and to such extent as Licensor, in its discretion, shall deem necessary or appropriate for the proper performance of the duties and obligations required or contemplated to be performed by the Concessionaire hereunder. For such purposes, Licensor and CIB shall retain keys to the Suite, and Licensee shall not change the lock or place any additional locks on the Suite, or otherwise restrict or impede the rights of access to the Suite reserved in this Section 11.

12. **SECURITY DEPOSIT.** The Security Deposit shall be retained by Licensor until the end of the Term to ensure the full and timely performance of any or all of Licensee's obligations under this Suite License. The Security Deposit shall be held by Licensor and used in the event of any failure by Licensee to pay any amounts due from it or to perform any of its obligations under this Suite License, which use of the Security Deposit shall not waive any remedy available to Licensor under this Suite License or at law or in equity. If Licensor shall use any portion of the Security Deposit to pay such amounts or perform any such obligations, Licensor shall notify Licensee of the amount or amounts used, and Licensee shall immediately replenish the Security Deposit. Upon the expiration or earlier termination of this Suite License, Licensor will return the Security Deposit, or any remaining balance thereof, to Licensee within thirty (30) days after such expiration or termination, subject to the provisions of Section 16. Licensor may commingle the Security Deposit with other funds of Licensor. Licensee shall not be entitled to any interest on the Security Deposit.

13. **PAYMENT OF FEES AND DEPOSITS.** License Fees and the Security Deposit payable hereunder shall be paid by company, certified or cashier's check to Licensor, without deduction, offset, prior notice or demand, at Licensor's address as set forth in Section 22, or such other place as directed by Licensor in writing. Licensee shall make full and prompt payment of all amounts to be paid by it hereunder and all amounts remaining unpaid shall bear interest from the earlier of the due date or the date of demand at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum interest rate permitted by law (the "Interest Rate"). Except as specifically provided in Section 15, Licensee will not be entitled to any reduction, set-off, credit or refund related to the License Fee resulting from the cancellation or postponement of any Event, regardless of the cause.

14. **TAXES.** If any taxes or fees are levied, assessed or imposed on the License Fee, the Security Deposit, or any other charge payable to Licensor pursuant to this Suite License, Licensee shall reimburse Licensor for any and all such taxes or fees paid or required to be paid by Licensor to the applicable entity within thirty (30) days after receiving Licensor's statement for such taxes or fees. For the purpose of this Section 14, taxes or fees payable or reimbursable by Licensee shall include, without limitation, all federal, state or local gross receipts or proceeds taxes and all privilege, franchise, occupation, sales, use, admission, seat, amusement, entertainment, ticket, or other taxes now or hereafter levied or assessed upon the License Fee, the Security Deposit or other charges or payment or receipt thereof, and shall include any penalties and interest due on any delinquent payments by Licensee. Licensee's obligations hereunder shall survive the expiration or earlier termination of this Suite License.

15. **WORK STOPPAGE; DAMAGE OR DESTRUCTION; FORCE MAJEURE; CONDEMNATION.**

(a) **Work Stoppage.** If any strike, work stoppage or other labor dispute results in the cancellation of any Regular Season Colts Games at the Stadium (a "Work Stoppage"), and such games are not rescheduled, the License Fee payable under this Suite License shall be abated for the period of time that the Suite is unavailable as a result of the Work Stoppage. Any such abatement of the License Fee shall be computed for each License Year by dividing the number of Regular Season Colts Games for which the Suite is unusable by the total number of Regular Season Colts Games originally scheduled to be played in the Stadium during the applicable License Year, including the number of NFL games that were canceled (and not rescheduled) as a result of such Work Stoppage. If the Suite is unavailable for reasons to which both Sections 15(a) and 15(b) are applicable, the abatement provided by this Section 15(a) shall run simultaneously and not consecutively with any abatement provided by Section 15(b).

(b) Casualty. In the event of any damage or destruction to the Suite or the Stadium which renders the Suite or the Stadium unusable (as determined by Licensor), the License Fee payable under this Suite License shall, unless a reasonably comparable suite is made available to Licensee, be abated for the period of time that the Suite is unusable as a result of the damage or destruction. Any such abatement of the License Fee shall be computed for each License Year by dividing the number of Regular Season Colts Games for which the Suite is unusable by the total number of Regular Season Colts Games originally scheduled to be played in the Stadium during the applicable License Year, including the number of NFL games which were canceled (and not rescheduled) as a result of such damage or destruction. If the Suite is unavailable for reasons to which both Sections 15(a) and 15(b) might be applicable, the abatement provided by this Section 15(b) shall run simultaneously and not consecutively with any abatement provided by Section 15(a).

(c) Abatement; Termination. There shall be no abatement for canceled Pre-Season Colts Games or Post-Season Colts Games or unavailability of the Suite for other Events. Any abatement provided for in this Section 15 shall be offset against the next installment of the License Fee payable by Licensee. Notwithstanding the foregoing, in the event of any damage to or destruction of the Stadium, if it is determined that the Stadium will not be repaired or restored, this Suite License shall terminate as of the date of such damage or destruction, and the entire amount of the abatement as of such date, any License Fee paid for subsequent License Years and, subject to Section 12, the balance of the Security Deposit, if any, shall be promptly paid to Licensee. Upon payment of the amounts set forth in this Section 15(c), Licensor shall have no further liability under this Suite License. The License Fee shall not be abated if the Suite is rendered unusable due to the fault or neglect of Licensee or the Licensee Parties.

(d) Force Majeure. If, by reason of Force Majeure, Licensee is unable to use the Suite or any Event scheduled at the Stadium is cancelled, postponed or not performed, Licensor shall not be liable to Licensee in any respect, subject to the provisions of Section 15(b) above. For the purpose of this Suite License, "Force Majeure" shall include, without limitation, fires, earthquakes, floods, tornadoes, epidemics, explosions, casualties, wars, riots, civil disturbances, acts of public enemy, acts of terrorism, acts of military authorities, embargos, acts of God, strikes or lockouts that are not Work Stoppages, labor unrest, market shortages of labor or materials, transportation shortages, accidents, national emergencies or any other event or circumstance beyond the reasonable control of Licensor.

(e) Condemnation. If the Stadium or any portion thereof shall be taken or condemned for any public purpose, this Suite License shall, at the option of Licensor, cease and terminate as of the date of such taking or condemnation. Licensor shall notify Licensee of its election to terminate within thirty (30) days after receipt of notice of such taking or condemnation. Licensee shall have no claim to, and shall not be entitled to any portion of, any proceeds from any such taking or condemnation.

16. **LICENSEE DEFAULT.** If (i) Licensee defaults in the payment of any sum to be paid by Licensee under this Suite License, and such default shall continue for five (5) days after written notice of default from Licensor (provided, however, Licensee shall not be entitled to such grace period more than twice during the Term and the third (3rd) such non-payment during the Term shall constitute a default without the requirement of a grace period), or (ii) Licensee defaults in the performance of any of the other obligations which Licensee is required to observe and to perform under this Suite License, and such default shall continue for twenty (20) days after written notice thereof (including, without limitation, a failure by Licensee or the Licensee Parties to comply with the Stadium Manual), or (iii) if any petition shall be filed by or against Licensee to declare Licensee as bankrupt, or (iv) if any assignment of Licensee's property shall be made for the benefit of creditors, or (v) if a receiver or trustee is appointed for Licensee or all or a material part of any of its property, or (vi) if Licensee is a corporation, Licensee shall cease to exist as a corporation, or shall cease to be in good standing as a corporation, in each case in the state of its incorporation, or if Licensee is a partnership, limited liability company, or other entity, Licensee shall be dissolved, terminated, or otherwise liquidated, then Licensor may treat the occurrence of any one or more of the foregoing events as a breach of this Suite License and thereupon, at Licensor's option, Licensor may have any one or more of the following described remedies in addition to all other rights and remedies available at law or in equity:

(a) Termination. Licensor may declare the unpaid balance of the License Fee (which for purposes hereof shall include the total aggregate unpaid balance of the annual License Fees for the remainder of the Term) to be immediately due and payable, and Licensor may terminate this Suite License and be entitled to recover as damages a sum of money equal to the total of: (i) the cost of recovering the Suite, (ii) the unpaid balance of the License Fee (which for purposes hereof shall include the total aggregate unpaid balance of the annual License Fees for the remainder of the Term), (iii) any unpaid amounts owed at the time of termination, plus interest thereon at the Interest Rate from the date such amounts were due, (iii) any other sum of money and damages owed by Licensee to Licensor, including, without limitation, the Re-licensing Expense (as defined in Section 16(d)). Licensee shall not be entitled to a refund of any License Fee or charges paid under this Suite License prior to such termination.

(b) Re-Entry. Licensor may terminate Licensee's right to enter and use the Suite without terminating this Suite License, in which event Licensor may, but shall be under no obligation to, re-license the Suite for the account of Licensee upon such terms as shall be satisfactory to Licensor. If Licensor has other suites available for license, Licensor may give priority to such other suites. For the purpose of such re-licensing, Licensor is authorized to make any repairs, changes, alterations or additions in or to the Suite that may be appropriate, and (i) if Licensor does not re-license the Suite, or (ii) if the Suite is re-licensed and a sufficient sum is not realized from such re-licensing (after paying the unpaid amounts due hereunder but unpaid at the time of re-licensing, plus interest thereon at the Interest Rate, the cost of re-entering, all of the costs and expenses of such repairs, changes, alterations and additions, and all other expenses of such re-licensing including the Re-licensing Expense and reasonable attorneys' fees) to satisfy the full unpaid amount of License Fee provided for in this Suite License, then Licensee shall pay to Licensor as damages a sum equal to the amount of the License Fee reserved in this Suite License for such period or periods, or if the Suite has been re-licensed, Licensee shall satisfy and pay any such deficiency upon demand therefor from time to time. Licensee shall not be entitled to a refund of any License Fee or charges paid under this Suite License. Licensee agrees that Licensor may file suit to recover any sums due under the terms of this Section 16(b) from time to time on one or more occasions without Licensor being obligated to wait until expiration of the Term of this Suite License, and that no delivery or recovery of any portion due to Licensor hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of Licensor, nor shall such re-licensing be construed as an election on the part of Licensor to terminate this Suite License unless a written notice of such intention is given to Licensee by Licensor. Notwithstanding any such re-licensing without termination, Licensor may at any time thereafter elect to terminate this Suite License for such previous breach.

(c) Surrender of Possession. Upon any termination of this Suite License, whether by lapse of time or otherwise, or upon any termination of Licensee's right of possession without termination of this Suite License, Licensee shall surrender possession of the Suite in the condition required by Section 9 of this Suite License, and shall vacate the Suite immediately, and deliver possession thereof to Licensor. If Licensee fails to surrender possession and vacate the Suite, Licensor shall have full and free license to enter the Suite with or without process of law, and without demand or notice of any kind to Licensee, for the purpose of repossessing the Suite, expelling or removing Licensee and any others who may be occupying or within the Suite, removing any and all property therefrom, and changing all door locks of the Suite. Licensor may take these actions without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without incurring any liability for any damage resulting therefrom or otherwise, and without relinquishing Licensor's right to the License Fee or any other right given to Licensor under this Suite License or at law or in equity; Licensee hereby waives any right to claim damage for such re-entry and expulsion.

(d) Compensation for Licensor's Re-Licensing. If Licensor elects to pursue its remedies under Section 16(a) or 16(b), Licensee shall pay to Licensor, in addition to any other amounts provided for under this Suite License, an amount equal to Ten Thousand Dollars (\$10,000.00) (the "Re-licensing Expense") to compensate Licensor for its internal costs and expenses incurred in connection with the re-licensing of the Suite. Licensor and Licensee agree and stipulate that Licensor's internal costs and expenses in connection with re-licensing the Suite following a default by Licensee are difficult to quantify, and an amount equal to the Re-licensing Expense is a reasonable estimation of such costs and expenses and not a penalty.

(e) Licensee's Personal Property. If Licensor elects to pursue its remedies under Section 16(a) or 16(b), Licensor may enter the Suite and remove and store Licensee's personal property, at the sole risk, cost and expense of Licensee, and Licensor shall in no event be responsible for the value, preservation or safekeeping thereof. If Licensee does not claim and remove such personal property from storage within thirty (30) days after the

date of storage, such personal property shall become the property of Licensor without compensation to Licensee, and Licensor may keep or dispose of such property as it elects in its sole and absolute discretion. Licensor shall have no obligation to provide any notices to Licensee regarding Licensee's personal property in connection with the exercise of Licensor's rights under this Section 16(e).

(f) Withhold Tickets. Licensor may withhold distribution to Licensee of Suite Tickets, SROs, Guest Passes, and/or Parking Passes until any default is cured.

(g) Deny Access. Licensor may deny Licensee admission to the Stadium and Parking Lots and the use of the Suite (including changing the door locks to the Suite), notwithstanding prior distribution of any Suite Tickets, SROs, Guest Passes, and/or Parking Passes to Licensee.

(h) Apply Security Deposit. Licensor shall be entitled (but shall have no obligation) to retain and apply the Security Deposit toward the cure of any default on the part of Licensee hereunder and/or toward the payment of any sums due to Licensor under this Suite License, including, without limitation, installments of the License Fee.

Any waiver by Licensor of any default or breach by Licensee hereunder must be in writing. No waiver by Licensor shall be construed to be a waiver or release of any other subsequent default or breach by Licensee hereunder. No failure, omission or delay by Licensor in the exercise of any remedy shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to Licensor either under this Suite License or at law or in equity.

17. **NO REPRESENTATIONS.** Licensor, CIB, their affiliates, and their respective officers, agents, directors, employees and representatives have not made any representation or warranty whatsoever (i) regarding the Suite, the Stadium, the Parking Lots, any Event, or (ii) with respect to the suitability or fitness of the Suite, the Stadium, or the Parking Lots, for Licensee's use, and have not agreed to undertake any improvement to the Suite, the Stadium or the Parking Lots except as provided in this Suite License. Upon execution of this Suite License, Licensee will be deemed to have accepted the Suite "AS IS", "WHERE IS" AND WITH ALL FAULTS. LICENSOR HEREBY EXPRESSLY DISCLAIMS AND LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUITE, THE STADIUM AND THE PARKING LOTS WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In entering into this Suite License, Licensee is relying only on the express agreements of Licensor set forth in this Suite License and not on any representation or warranties made by Licensor, its affiliates, or their respective officers, agents, directors, employees or representatives. Licensor, its affiliates, or their respective officers, agents, directors, employees and representatives have not made any representations or warranties or provided any guarantees that any particular number or type of sporting or other Event will be conducted or performed at the Stadium, and this Suite License is not in any way dependent upon the performance of any specified number of games or Events being played or performed at the Stadium.

18 DISCLAIMER AND INDEMNIFICATION; INSURANCE; WAIVER OF SUBROGATION.

(a) Disclaimer and Indemnification. Neither Licensor, the CIB, The Indiana Stadium Convention Building Authority, any Stadium manager designated by Licensor, the NFL, nor any of their respective officers, partners, employees, directors, members, managers, attorneys, or agents, shall be liable or responsible for any loss, damage or injury to any person or to any property of Licensee in, around or upon the Suite, the Stadium, or the Parking Lots resulting from any cause whatsoever, including, but not limited to, theft and vandalism, unless due to the gross negligence or willful misconduct thereof. **IN ADDITION, LICENSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR, CIB, ANY STADIUM MANAGER DESIGNATED BY LICENSOR, THE NFL AND ANY OF THEIR RESPECTIVE OFFICERS, PARTNERS, EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, ATTORNEYS, AND AGENTS (THE "LICENSOR INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES,**

CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY BODILY INJURY, DEATH, PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN, AROUND OR UPON THE SUITE, THE STADIUM, OR THE PARKING LOTS IN CONNECTION WITH LICENSEE'S OR THE LICENSEE PARTIES' USE OR OCCUPANCY OF THE SUITE, STADIUM, THE PARKING LOTS, OR DUE TO ANY CONTRAVENTION OF THE PROVISIONS OF THIS SUITE LICENSE OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS BY LICENSEE OR THE LICENSEE PARTIES, REGARDLESS OF WHETHER SUCH BODILY INJURY, DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY LICENSOR INDEMNIFIED PARTY, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A LICENSOR INDEMNIFIED PARTY. The provisions of this Section 18(a) shall survive the termination or expiration of this Suite License.

(b) **Insurance.** Licensee shall purchase and keep in effect throughout the Term, with insurance companies acceptable to Licensor, as evidenced by certificates to be provided to Licensor upon request, a policy of commercial general liability insurance (inclusive of broad form contractual coverage and including, without limitation, host liquor liability coverage) for the benefit of Licensor and the Licensor Indemnified Parties, covering Licensor and the Licensor Indemnified Parties on an "occurrence" basis (as opposed to "claims made"), with a combined policy limit not less than Five Million Dollars (\$5,000,000.00), applying (i) to liability for death, bodily injury, personal injury (as defined below), (ii) for the performance by Licensee of the indemnity provisions of this Suite License, and (iii) to liability for property damage to the personal property of Licensee in any occurrence caused or alleged to have been caused by any act or omission of Licensee. The insurance policy provided pursuant to this Section 18 shall name Licensor and the Licensor Indemnified Parties as additional insureds, and shall contain a provision by which the insurer agrees that the policy shall not be canceled except after thirty (30) days' prior written notice to all additional insureds. Any liability insurance carried or to be carried by Licensee under this Suite License shall be primary and noncontributory over any insurance policy or self-insurance coverage maintained or carried by any of the additional insureds. As used herein, the term "personal injury" shall include, without limitation, bodily injury arising out of such offenses as false arrest, detention or imprisonment, libel, slander, defamation, violation of right of privacy, wrongful entry, eviction or other invasion of private occupancy. If Licensee shall fail to obtain or maintain the required insurance as set forth in this Section 18(b), Licensor may, at its option, obtain the insurance on Licensee's behalf, using its reasonable efforts to obtain such insurance at a reasonably competitive rate, and the cost of such insurance shall be immediately due and payable by Licensee upon demand of Licensor.

(c) **WAIVER OF SUBROGATION.** NOTWITHSTANDING ANYTHING IN THIS SUITE LICENSE TO THE CONTRARY, LICENSEE HEREBY RELEASES AND WAIVES ALL CLAIMS, RIGHTS OF RECOVERY AND CAUSES OF ACTION THAT LICENSEE OR ANY LICENSEE PARTY OR ANY PARTY CLAIMING BY, THROUGH OR UNDER LICENSEE OR A LICENSEE PARTY BY SUBROGATION OR OTHERWISE MAY NOW OR HEREAFTER HAVE AGAINST LICENSOR OR ANY LICENSOR INDEMNIFIED PARTY FOR ANY LOSS, DAMAGE, INJURY OR DEATH THAT MAY OCCUR IN THE SUITE, THE STADIUM, OR THE PARKING LOTS BY REASON OF FIRE, ACT OF GOD, THE ELEMENTS OR ANY OTHER CAUSE, INCLUDING NEGLIGENCE (WHETHER ORDINARY OR GROSS) OF LICENSOR AND THE LICENSOR INDEMNIFIED PARTIES OR THAT COULD HAVE BEEN INSURED AGAINST UNDER THE TERMS OF AN ALL-RISK INSURANCE POLICY OR THAT WERE REQUIRED TO BE INSURED AGAINST UNDER THE TERMS OF THIS SUITE LICENSE.

19. **COST-SHARING ARRANGEMENTS.** Licensee hereby covenants, represents and warrants that, except with respect to the parties disclosed in a Cost Sharing Addendum ("Cost Sharing Addendum") executed among Licensor, Licensee, and any other party that Licensor approves for use of the Suite, Licensee has not entered into, nor will it enter into, any agreements or arrangements by which Licensee and any other party or parties share the costs attributable to the Suite including, but not limited to, the License Fees provided for hereunder, in consideration for the use of the Suite during the Term hereof ("Cost-Sharing Arrangement"). A Cost-Sharing Arrangement shall include any and all agreements to transfer, for any consideration whatsoever, one or more Suite tickets. In the event that a

Cost Sharing Addendum is attached hereto, Licensor shall have approved only the arrangements specifically described therein on the terms and conditions described therein by its execution of such Cost Sharing Addendum. In no event shall Licensee's approval of these parties imply approval by Licensor of any other parties or any other arrangements. No Cost-Sharing Arrangement shall relieve Licensee from being fully liable for all obligations under this Suite License, including all License Fees. Licensor shall have the right, exercisable in Licensor's sole and absolute discretion, to prohibit and to reject any proposed Cost-Sharing Arrangement or to limit the number of parties to a Cost-Sharing Arrangement, both upon execution hereof and at any time thereafter. Licensee hereby represents and warrants that all amounts payable by the other parties to any Cost-Sharing Arrangement for the use of the Suite reasonably allocable to the use of the Suite by such other parties do not exceed the License Fees and other costs imposed on Licensee hereunder. In the event that Licensee desires to enter into a Cost-Sharing Arrangement after execution of this Suite License, Licensee shall be required with respect thereto to provide to Licensor the correct legal identity of the parties to the proposed Cost-Sharing Arrangement, the address and phone number of such parties, and such financial or other information as Licensor shall deem advisable. All such future Cost-Sharing Arrangements shall be subject to the same conditions and restrictions as a Cost-Sharing Arrangement disclosed herein. Transfer of Suite Tickets for the appropriate allocable cost pursuant to an approved Cost-Sharing Arrangement shall not violate Section 19 of this Suite License.

20. ASSIGNMENT.

(a) Actions Constituting Assignment. The use of the Suite, the Suite Tickets, the SROs, the Guest Passes, and the Parking Passes shall be solely and exclusively for the use, enjoyment and entertainment of Licensee. Licensee shall not assign, sell, sublet, mortgage, transfer or otherwise alienate or encumber (any such act being to "assign" and to result in an "assignment") this Suite License or any of Licensee's rights or obligations hereunder without Licensor's prior written consent thereto pursuant to Section 20(b). Without limiting the generality of the foregoing, (i) a transfer of a controlling interest in the capital stock, partnership interests, membership interests, or other interests of Licensee, the sale of all or substantially all of the assets of Licensee, or a merger or consolidation of Licensee with another entity, and (ii) except if disclosed in this Suite License or an addendum thereto, any agreement by which Licensee and any other party share the costs attributable to the Suite, including, but not limited to, the License Fee, in exchange for the use of the Suite, shall be deemed to be an assignment requiring the consent of Licensor. The provisions of this Section 20 shall not prohibit Licensee from requiring any Licensee Party to pay or reimburse Licensee at cost for the use of Suite Tickets pursuant to Licensee's company or internal policies and procedures. At the sole option of Licensor, any attempted assignment in violation of this Section 20 shall be void and shall constitute a default by Licensee hereunder.

(b) Consent by Licensor. If Licensee desires to assign its interest in this Suite License, Licensee shall notify Licensor and CIB (at 100 South Capitol Ave., Indianapolis, Indiana, 46225) of the proposed assignee at least sixty (60) days in advance of the assignment (which notification shall include current financial data with respect to the proposed assignee in form and content reasonably acceptable to Licensor, and a statement by Licensee that it is not in default of its obligations under this Suite License). Licensor shall then have a period of thirty (30) days following receipt of such notice within which to notify Licensee in writing that Licensor elects (i) to terminate this Suite License effective not more than ninety (90) days from the date Licensee desires to assign, in which event Licensee will be relieved from and after such date of all further obligations hereunder as to the Suite, (ii) to permit such assignment, subject, however, to the conditions set forth below, or (iii) to deny consent to such assignment. If Licensor should fail to notify Licensee in writing of such election within said thirty (30) day period, or if Licensee is in default of its obligations under this Suite License, Licensor shall be deemed to deny consent to such assignment. The proposed assignee must be creditworthy and of a kind and type consistent with the other suite licensees at the Stadium, as determined by Licensor in its sole discretion. If Licensor consents to the proposed assignment, such assignment shall not be effective until Licensor has received an instrument executed by the proposed assignee by which it agrees to assume all of Licensee's obligations under and to otherwise be bound by this Suite License, in a form acceptable to Licensor. Notwithstanding the foregoing, Licensor shall not unreasonably withhold its consent to any assignment by Licensee to a wholly owned or controlled affiliate of Licensee, or to any entity with which Licensee has merged or consolidated, or to a purchaser of all or substantially all of Licensee's assets, provided that such assignee assumes all of Licensee's obligations under this Suite License in writing in a form acceptable to Licensor, and Licensee otherwise complies with this Section 20. Any assignment by Licensee shall not relieve

Licensee of any obligation under this Suite License. Any consent by Licensor to any assignment by Licensee shall not be deemed to be a consent by Licensor to any further assignment by the successor licensee. Within thirty (30) days after Licensee's receipt of a statement therefor, Licensee shall reimburse Licensor for all reasonable legal fees and expenses incurred by Licensor in connection with each assignment proposed by Licensee.

(c) Assignment by Licensor. Licensor may assign this Suite License to any person or entity without the consent of Licensee. Any assignment of Licensor's rights as licensor hereunder shall relieve Licensor of its obligations hereunder in the event the assignee thereof assumes such obligations in writing.

21. SUBORDINATION.

(a) Subordination. This Suite License is, and without any further action shall be, subject and subordinate to: (i) the terms and conditions of the Stadium Lease, (ii) any and all other leases (ground or otherwise), agreements, mortgages or other financing documents affecting the Stadium, the Parking Lots, or the land upon which the Stadium or the Parking Lots are located, or Licensor's interest therein, (iii) all zoning, building and other laws, regulations and ordinances of any and all municipal, governmental and quasi-governmental bodies and agencies having jurisdiction over the Stadium, the Parking Lots, or the land upon which the Stadium or Parking Lots are located, (iv) NFL Rules, and (v) any and all matters affecting the state of title to the Stadium, the Parking Lots, or the land upon which the Stadium or the Parking Lots are located, whether or not recorded in the public records of Marion County, Indiana. If the Stadium Lease is terminated, this Suite License may be terminated by Licensor by written notice to Licensee, and Licensor shall refund to Licensee its Security Deposit (subject to the other terms of this Suite License) and the pro rata portion (as equitably determined by Licensor based upon the remaining term of this Suite License) of any License Fee paid by Licensee.

(b) Financing by Licensor. Licensee acknowledges that Licensor may mortgage, pledge, assign or otherwise encumber Licensor's rights in this Suite License (i) as security for financing of the Stadium or other facilities operated by Licensor, (ii) to any successor owner of the Colts, or (iii) for any other purposes of Licensor, and that, in any such event, this Suite License and the rights and interests of Licensee under this Suite License shall be subordinate thereto; provided, however, that any such mortgagee, pledgee, assignee or the holder of any such lien shall agree in writing to recognize this Suite License and the rights and interests of Licensee under this Suite License in the event of foreclosure or enforcement of such lien if Licensee is not then in default in the performance of Licensee's obligations under this Suite License.

(c) Estoppel Certificate. Within ten (10) days following written request therefor, Licensee shall execute and deliver an estoppel certificate to Licensor, certifying to such facts (if true) known to Licensee regarding this Suite License as Licensor may reasonably request.

22. **NOTICES.** Notices to Licensee shall be made or given to Licensee at the address in the Suite License and to the attention of the party set forth in the Suite License (excluding the Licensee Representative unless he or she is the same person). Notices to Licensor shall be sent to _____, Attention: _____. All notices and other documents given or delivered under this Suite License shall be given in writing either by (i) personal delivery (as evidenced by a signed receipt), (ii) certified mail, return receipt requested, (iii) nationally recognized overnight delivery service, or (iv) facsimile with a confirmation of receipt. Notices shall be deemed received upon actual receipt or refusal thereof. Either party may change its address for notice from time to time by written notice delivered according to the provisions of this Section 22.

23. **CONSTRUCTION.** Licensee expressly acknowledges that the Stadium is being or is to be constructed and that if the possession of the Suite is not delivered to Licensee on the date of commencement of the Term, the Licensee Fee shall be abated during the period of time that the Suite is unusable. Any such abatement of the License Fee shall be computed for each License Year by dividing the number of Regular Season Colts Games for which the Suite is unusable by the total number of Regular Season Colts Games originally scheduled to be played in the Stadium during the applicable License Year. There shall be no abatement for canceled Pre-Season or Post-Season Colts Games or unavailability of the Suite for other Events. Any such abatement shall be offset against the next succeeding installment of the Licensee Fee payable by Licensee. The Suite shall not be deemed

to be unusable or unready for Licensee's occupancy or incomplete if only minor or insubstantial details of construction, decoration or mechanical adjustments remain to be completed in the Suite or the Stadium or any part thereof, or if the delay in the availability of the Suite for occupancy shall be due to special work, changes, alterations or additions required or made by Licensee in the layout or finish of the Suite or any part thereof or shall be caused in whole or in part by Licensee through the delay of Licensee. Licensor may at any time (i) change, reconstruct or close any of the common areas in the Stadium (A) to effect construction, repairs, alterations or changes thereto, (B) to prevent the acquisition of public rights in such areas, or (C) to discourage non-customer parking, and (ii) do such other acts in and to the common areas as in its sole judgment may be desirable to improve the convenience thereof. The manner in which areas and facilities shall be maintained and operated and the expenditures for such maintenance and operations shall be at the sole discretion of the Licensor and will not constitute any actual or constructive eviction of Licensee and the Licensee Fee shall in no way abate.

24. **LICENSEE REPRESENTATIVE.** Licensee has designated the Licensee Representative as set forth in the Suite License as Licensee's representative authorized to make any and all decisions and elections and to take any and all actions for Licensee in connection with the Suite, Suite Tickets, use and to order tickets to Stadium Events, and Special Events. Licensee (or if there is more than one Licensee, upon the joint written direction of all such Licensees) only may change the Licensee Representative by giving Licensor and CIB written notice of its intent to substitute a person as the Licensee Representative.

25. **MISCELLANEOUS.**

(a) **No Third Party Beneficiaries.** This Suite License is solely for the benefit of the parties hereto and, to the extent provided herein, the Licensor Indemnified Parties, and no provision of this Suite License shall be deemed to confer upon other third parties any remedy, claim, liability, reimbursement, cause of action, or other right.

(b) **Attorneys' Fees.** If Licensor or Licensee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Suite License and the nondefaulting party places the enforcement of this Suite License, or any part thereof (including the collection of any License Fee due, or to become due, hereunder or recovery of the occupancy of the Suite) in the hands of an attorney, or files a claim upon the same, the nonprevailing party, to the extent permitted by applicable law, shall pay to the prevailing party all reasonable attorneys' fees incurred by the prevailing party.

(c) **Applicable Law.** This Suite License shall be interpreted according to the laws and decisions of the State of Indiana applicable to agreements made and to be performed therein, without regard to conflict of laws principles. The federal and state courts located in Marion County in the State of Indiana shall have personal jurisdiction over the parties with respect to, and no party shall assert any objection it may have to venue being proper in such courts with respect to, and such courts shall be the exclusive forum for, the resolution of any matter or controversy arising from or with respect to this Suite License. In any action or proceeding commenced in any federal court in the State of Indiana for the purpose of enforcing this Suite License or any right granted herein arising heretofore, or any order or decree predicated thereon, any summons, order to show cause, writ, judgment, decree or other process, issued by such court, may be delivered to Licensee personally outside the State of Indiana, and when so delivered Licensee shall be subject to the jurisdiction of such court as though the same had been served within the State of Indiana. The parties acknowledge that any judgment obtained hereunder may be enforced by any court in any other jurisdiction.

(d) **Successors and Assigns.** This Suite License shall be binding upon and inure to the benefit of the executors, administrators and permitted successors and assigns of Licensee and to the successors and assigns of Licensor.

(e) **Joint and Several.** To the extent that Licensee consists of one or more entities or persons, the obligations of each such entity or person hereunder shall be joint and several.

(f) Limited License Interest. The parties agree and acknowledge that this Suite License constitutes a limited license only. The parties intend that no interest in real property (including without limitation, any tenancy, leasehold estate, or easement), or interest other than a license be created by this Suite License.

(g) WAIVER OF JURY TRIAL. LICENSEE, AFTER CONSULTATION WITH LICENSEE'S ATTORNEY, HEREBY UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS SUITE LICENSE.

(h) Confidentiality. Licensee shall keep all information regarding any dispute or controversy between it and Licensor confidential and will not (except as required by applicable law, regulation or legal process), without Licensor's prior written consent, disclose to any third party any of such information in any manner whatsoever, or disclose to any third party the existence of such a dispute or controversy.

(i) Severability. If any provision of this Suite License shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Section 26(i) shall not be construed or implemented in a manner that deprives any party of the benefit of its bargain.

(j) Time of the Essence. Time is of the essence with respect to Licensee's obligations under this Suite License.

(k) Brokers. Licensee represents to Licensor that there is no broker or agent involved in this transaction for which Licensor would be responsible to pay a fee or commission. Licensee shall indemnify and hold Licensor harmless against any party claiming under Licensee for any fee or commission, including, without limitation, reasonable attorneys' fees and court costs, in connection with this Suite License based upon a claim that it dealt with Licensee.

(l) Announcements. Licensee hereby authorizes Licensor and the NFL to release Licensee's name in conjunction with announcements, press releases, printed materials and/or in any manner regarding the Stadium suites.

(m) Captions. The captions in this Suite License are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Suite License or any of the provisions hereof.

(n) Counterparts; Facsimile; Electronic Mail. This Suite License may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute but one and the same instrument. Execution of this Suite License by Licensor and Licensee may be evidenced by the facsimile or electronic transmission (e-mail) exchange of separately executed counterparts.

(o) Entire Agreement. This Suite License contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto. No other written or oral promises or representations have been made and none has been relied upon, and none shall be binding. This Suite License may not be modified, altered or amended except by an instrument in writing signed by the party against which enforcement of the modification, alteration or amendment is sought. Neither this Suite License nor any of the terms hereof, may be amended, supplemented, waived or modified orally.

Exhibit B
(Stadium Diagram)

EXHIBIT D

Game Day Expense Payment Schedule

<u>Date</u> <u>(By January 15)</u>	<u>Game Day</u> <u>Expense Amount</u>
2009	\$1,500,000
2010	1,500,000
2011	1,600,000
2012	1,600,000
2013	1,700,000
2014	1,700,000
2015	1,800,000
2016	1,800,000
2017	1,900,000
2018	1,900,000
2019	2,000,000
2020	2,000,000
2021	2,110,000
2022	2,110,000
2023	2,220,000
2024	2,220,000
2025	2,330,000
2026	2,330,000
2027	2,440,000
2028	2,440,000
2029	2,550,000
2030	2,550,000
2031	2,660,000
2032	2,660,000
2033	2,770,000
2034	2,770,000
2035	2,880,000
2036	2,880,000
2037	2,880,000
2038	2,880,000

EXHIBIT E

Alternate Market Professionals

Richard Tattersall, currently serving as Operations Director of the Chicago Office of Hanscomb, Faithful & Gould

The person then serving as the Operations Director of the Chicago Office of Hanscomb, Faithful & Gould