

LEASE SUMMARY

TEAM: Chicago BEARS

Team Owner: McCaskey Family

Team Website: www.chicagobears.com

FACILITY: Soldier Field

Facility Website: www.soldierfield.net

Year Built: 1924

TITLE OF AGREEMENT: Permit and Operating Agreement

Lessor: Chicago Park District (CPD)

Lessee: Chicago Bears Football Club, Inc.

TERM OF AGREEMENT:

This Agreement shall terminate following the final NFL game of the 2033 Football Season. The Club shall have the option to extend the Original Term for four additional periods of five years each.

TERMINATION OF LEASE:

Bears default: Upon a Bears Terminating Default, the CPD may terminate this Agreement effective as of the end of the third Football Season. The occurrence of any one or more of the following events constitutes a Bears Terminating Default:

- Failure by Club to pay when due the total Permit Fees and any other financial Obligations totaling in excess of \$100,000 within five days after written notice thereof from CPD to the Club.
- Improper Relocation.
- The Club admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver of the Club or for the major part of their property.
- A trustee or receiver is appointed for the Club and is not discharged within 180 days after such appointment.
- Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law are instituted by or against the Club and are allowed against the Club, consented by it, or are not dismissed within sixty days after such institution.

CPD Default: An occurrence of any one or more of the following events shall constitute a CPD Terminating Default:

- A breach of this Agreement by the CPD that results in the Club not being able to play two or more Bears Games at the Facility in any Football Season.
- A willful breach of the Agreement by the CPD that results in the Club not being able to play a Bears Game at the Facility.

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

ANNUAL FACILITY AND PARKING ALLOTMENT FEE:

The Club shall pay to the CPD an annual Facility Fee equal to \$4.7 million from January 1, 2004 through December 31, 2007. The Club shall also pay a Parking Allotment Fee of \$1 million during this period. Starting after this period, the Fees shall increase by fifty percent of the cumulative increase in the CPI that was occurred during this period. On each fifth period anniversary of January 1, 2008, an increase of similar nature will occur.

CLUB USE RIGHTS:

The Club shall have the right to use and occupy the Facility during the following periods and for the following uses:

Bowl: The Club may use the Bowl for scheduled Weekday Practices during the Football Season.

Club-Lounge Area: The Club may use the Club Lounge Area, the Club Seat Area, the Suites, and such other areas of the Facility that the CPD may consent to in its reasonable discretion upon receipt of a written request by the Club, for a total each calendar year for thirty four Club-Related Events and Sponsor-Related Events, plus NFL Days.

Facility and Game Day Site: The Club shall use the Facility and the Game Day Site on each Game Day, and is entitled to use the Facility on six occasions per calendar year for Club-Related Events.

Parking: The Club shall be entitled to use the Parking Allotment on each Game Day. The Club shall be entitled to use up to one hundred parking spaces located under the Facility, subject to availability for both Game Days and non-Game Days.

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

Parties: The Club may use appropriate Game Day sites for both Tailgate and Corporate Parties. The Parties shall be reasonable in number and reflect the limited space available.

Team Areas: The Club shall have exclusive use and occupancy of the Team Areas at all times subject to the CPD's rights.

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

MAINTENANCE:

CPD Responsibilities: The CPD shall be obligated to perform and pay the cost of all Routine Maintenance. Routine Maintenance shall mean the cleaning, maintenance and ordinary repairs to the Facility, and designated Parking areas. The CPD shall be responsible for the cost and performance of Field Maintenance in accordance with the reasonable directions given by the Club consistent with the repair, maintenance, and replacement of playing fields in other NFL facilities similarly situated as to use, wear, and weather.

Club Responsibilities: The Club shall be obligated to perform and pay the cost of all Routine Maintenance: 1) required or needed as a result of Club Misuse, 2) required or needed for any Club Capital Improvement, or 3) required or needed for the Team Areas, except for basic repair and maintenance for the Bears Administrative Offices, Bears Locker Room, and Bears Storage Area. The Club shall also be responsible for the performance and payment for the washing of the interior and exterior glass of the Suites, and for fifty percent of all Routine Maintenance associated with the Video Boards and LCDs.

INSURANCE:

The CPD shall purchase and maintain at its own cost and expense the following insurance coverage: 1) "All Risk" or "High Risk" property insurance, 2) Boiler and Machinery coverage, 3) Workers Compensation insurance, 4) Automobile Liability, 5) Employee Dishonesty insurance, 6) General Liability insurance, 7) Liquor Liability and Contingent Liquor Liability insurance, 8) Umbrella Liability insurance, Garage Keepers Legal Liability insurance, and Pollution Liability insurance. The Club shall purchase and maintain similar insurances minus Boiler and Machinery coverage and Garage Keepers Legal Liability insurance.