

# LEASE SUMMARY

**TEAM: Indianapolis COLTS**

**Team Owner:** James Irsay

**Team Website:** [www.colts.com](http://www.colts.com)

**FACILITY:** Lucas Oil Stadium

**Facility Website:** [www.lucasoilstadium.com](http://www.lucasoilstadium.com)

**Year Built:** 2008

**TITLE OF AGREEMENT:** Lease Agreement

**Lessor:** Capital Improvement Board of Managers of Marion County, IN (CIB) and City of Indianapolis, IN

**Lessee:** Indianapolis Colts, Inc.

**TERM OF AGREEMENT:**

This Agreement shall begin on September 1, 2005 and shall expire on August 31, 2038.

**TERMINATION OF LEASE:**

**Force Majeure:** 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.

**ANNUAL PAYMENTS:**

CIB shall pay to Club on or before January 15 of each year during the Term, beginning on before January 15, 2009, an amount equal to the schedule below:

- Lease year 2009–2010: \$1.5 million
- Lease year 2011–2012: \$1.6 million
- Lease year 2013–2014: \$1.7 million
- Lease year 2015–2016: \$1.8 million
- Lease year 2017–2018: \$1.9 million
- Lease year 2019–2020: \$2.0 million
- Lease year 2021–2022: \$2.11 million
- Lease year 2023–2024: \$2.22 million
- Lease year 2025–2026: \$2.33 million
- Lease year 2027–2028: \$2.44 million
- Lease year 2029–2030: \$2.55 million
- Lease year 2031–2032: \$2.66 million
- Lease year 2033–2034: \$2.77 million
- Lease year 2035–2038: \$2.88 million

## USE RIGHTS:

CIB licenses, leases, and grants to Club the following rights:

- **Stadium:** Club shall have the exclusive right, authority, license, and privilege to enjoy, use and occupy the Club Exclusive Premises at all times during the Term and the Stadium on Game Days and Optional Days during the Term.
- **Parking Spaces:** Club shall have the exclusive right, authority, license and privilege to enjoy, use, and occupy, in the aggregate 3,000 surface parking spaces to be located within the Parking Allotment.
- **Suites:** 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.
- **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.
- **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 that appropriate and conducive for tailgate parties, promotional events, pep rallies, and other similar and related activities sponsored by Club or by sponsors of Club.
- **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, Video Boards, and the time clock on Club Event Days.
- **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.
- **Other Permitted Uses:** During the Term, Club shall have reasonable use of and access to the Stadium for purposes of 1) complying with all NFL Rules, 2) selling, licensing and contracting for all Marketing Rights and Suite Licenses at or involving the Stadium and all activities related thereto, and 3) all other activities reasonably related to the rights and obligations of Club as provided in this Agreement.
- **Invitees:** For the avoidance of doubt and notwithstanding anything to the contrary set forth in this Agreement, the Club Use Rights shall in all cases include the right of Club to invite Invitees to use and occupy the Stadium 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.

## MAINTENANCE:

CIB shall be responsible for the maintenance of the Stadium. During the Term, CIB shall repair and maintain the Stadium in accordance with generally accepted industry standards for NFL stadiums and stadium sites as they may exist from time to time during the Term, and in compliance with all applicable Laws. CIB shall keep and maintain in good working condition all equipment related to Signage and Club Signage. Furthermore, CIB shall routinely perform painting, as needed.