CITY OF FISHERS AGENDA

BOARD/COMMISSION: Town Hall Building Corporation
DATE: 11/14/2024 at 4:00 PM
DIRECTIONS: Fishers Municipal Center, Nickel Plate Conference Room,
1 Municipal Drive, Fishers, IN 46038

Members of the public may submit comments online before 12pm on the day of the meeting.

In accordance with the Americans with Disabilities Act (ADA), the City of Fishers will, upon request, provide appropriate aid (i.e. interpreters) and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should email Kelly Lewark, Office Manager, no later than 48 hours before the scheduled event or call at (317) 595-3487.

1. **Call to Order**
2. **Confirmation of Quorum and Proper Notice of Meeting**
3. **Consent of Previous Meeting Minutes**
   a. 10-28-24 Minutes
   b. 10-21-24 Minutes
4. **Old Business**
5. **New Business**
   a. Event Center License Agreement
   Amended Indy Fuel License Agreement
   Amended Freight License Agreement
   Amended Ignite License Agreement
6. **ASM Updates**

7. Adjournment

MEETING OF THE FISHERS TOWN HALL BUILDING CORPORATION
THBC 10/28/24

Commenced at 4:00.
Quorum Confirmed and Notice Confirmed
In attendance:
Jay Bangert
Josh Richardson
Troy Woodruff
Ben Jefferis
Rich Block- not present
Joe Eaton- not present

Also in attendance: Megan Baumgardner, Jordan Willy, Mitch List, Lisa Bradford, Lawrence Summers, Elliott Hultgren, Rob McMurray

The purpose of this THBC meeting is the presentation of the Ignite Professional Volleyball Agreement by Elliott Hultgren.
Mr. Bangert asked for a Motion. Mr. Woodruff made a Motion to approve, seconded by Mr. Jefferis. The Motion was approved, 4-0.

The meeting adjourned at 4:07.

DRAFT

MEETING OF THE FISHERS TOWN HALL BUILDING CORPORATION
THBC 10/21/24

Commenced at 4:00.
Quorum Confirmed and Notice Confirmed
In attendance:
Jay Bangert
Josh Richardson
Rich Block
Joe Eaton
Troy Woodruff
Ben Jefferis was not present.
Also in attendance: Megan Baumgardner, Jennifer Messer, Jordan Willy, Mitch List, Tony Hesch, Chris Whittemore, Ann Clendenin, Lisa Bradford, Lawrence Summers, Larry Lannan, Elliott Hultgren, Shelby Bowen

Minutes from the 9/9/24 meeting were approved.

Rebar Techway Estoppel-
Jennifer Messer explained that closing date for this project is today. Shelby Bowen to take signed Estoppel for Closing.
Jay Bangert made a Motion to approve, seconded by Joe Eaton. The Motion was approved, 5-0.

96th Street Corridor Grant-
Megan Baumgartner presented the Grant for the 96th St. Corridor Lincoln Square.
Rich Block made a Motion to approve, seconded by Josh Richardson. The Motion was approved, 5-0.

Restated City View Project Agreement - The agreement is Restated to extend the closing date now to December. Certain items were clarified.
Mr. Bangert asked for a Motion. Mr. Eaton made a Motion to approve, seconded by Mr. Richardsson. The Motion was approved, 5-0.

Mitch List presented ASM's Event Center updates regarding upcoming shows that have been booked. Tony, Chris, and Ann also gave updates regarding upcoming Media dates, ice testing, and 85% hiring status. John presented the F&B branding and serving pieces.

Elliott mentioned possible meeting for next week for Ignite Agreement.

The meeting adjourned at 4:30.

DRAFT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement") is dated as of November ___, 2024 by and between ASM Global Arena Management, LLC, a Delaware limited liability company ("Licensee"), and the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation ("Owner"), as follows:

RECITALS

WHEREAS, pursuant to that certain November __, 2024, Revised Amended And Restated Pre-Opening Consulting And Management Agreement between the City of Fishers (the "City") and Licensee (the "Management Agreement"), the City retained Licensee to operate and manage the Fishers Event Center (the "FEC");

WHEREAS, among other rights and responsibilities, pursuant to the Management Agreement, Licensee enters into various agreements to host events ("Outside Events") at the FEC (individually or collectively, the "License Agreement(s)");

WHEREAS, in preparation for and in addition to hosting Outside Events pursuant to License Agreements, Licensee desires to host internal-type events for which there is not a License Agreement with an end-user of the FEC (individually or collectively, "Internal Event(s)");

WHEREAS, specifically, Licensee desires to host Internal Events pursuant to and consistent with the rules attached hereto as Exhibit A (the "Rules");

WHEREAS, Owner is the Owner of the FEC; and

WHEREAS, upon written approval of Owner of each Internal Event, which approval may be provided by Owner via email to Licensee at the following: Mitch List at mlist@asmfishers.com, Owner desires to license the FEC for Licensee's Internal Events.

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

ARTICLE I. RECITALS. The representations, covenants and recitations set forth in the foregoing recitals are material to this License Agreement and are hereby incorporated into and made a part of this License Agreement as though they were fully set forth in this Article I.

ARTICLE II. LICENSE. For and in consideration of Licensee appropriately preparing for Outside Events and for hosting community and other events, Owner hereby licenses to Licensee the FEC for Internal Events approved in writing by the Owner. During such Internal Events, Licensee shall be entitled to operate the FEC pursuant to Licensee's Rules.

ARTICLE III. MISCELLANEOUS. This Licenses Agreement shall inure to the benefit of, and be binding upon, the Owner and Licensee, and their respective successors and assigns. This Licenses Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same instrument. This Licenses Agreement shall be governed by, and

construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Licenses Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Licensee waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Licensee may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Licenses Agreement may be modified only by a written agreement signed by the Owner and Licensee. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Licenses Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Licenses Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Licenses Agreement. If any provision of this Licenses Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Licenses Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Licenses Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Licenses Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Licenses Agreement or the scope or content of any of its provisions. Nothing contained in this Licenses Agreement shall be construed to create a partnership or joint venture between Licensee and the Owner or their successors in interest. The parties acknowledge and agree that Licensee is an independent contractor and is not a principal, agent, officer shareholder or employee of the Owner. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, this License Agreement has been duly executed by the Parties hereto as of the day and year first above written.

ATTEST:

_____

FISHERS TOWN HALL BUILDING CORPORATION

By:_____
Name:
Title:

ASM GLOBAL ARENA MANAGEMENT, LLC

By:_____
Name:
Title:

EXHIBIT A
EVENT RULES & CODE OF CONDUCT

The facility shall be operated to comply with the following standards of conduct and prohibitions:

Fishers Event Center is a non-smoking, non-vaping and tobacco free campus. The use of any tobacco-based products, e-cigarettes and vaporizers, inside of the Event Center or within the immediate entrances, is strictly prohibited.

Additional prohibited items and behaviors at Fishers Event Center include, but are not limited to:

- Abusive, foul, or disruptive language.
- Animals (except service animals).
- Aerosol cans or pressurized containers.
- Bags that do not follow the Fishers Event Center clear bag policy, including diaper bags and personal camera bags that do not meet clear bag policy specifications.
- Batteries: Loose batteries, or batteries not used in a working, permitted device will not be allowed into the Event Center. Guests should be prepared to demonstrate the batteries operational use in a permitted device to security personnel upon request.
- Bottles, cans, glass, and other beverage containers.
- Cameras with lens longer than 3″ (non-detachable) and camera bags that do not meet clear bag policy specifications.
- Chairs, booster seats, stools, or other seating devices.
- Devices deemed suspicious by Event Center security in its sole discretion are prohibited. Guests should be prepared to demonstrate any device's operational use upon request.
- Firearms, handguns, explosives and other incendiary devices or components thereof.
- Food or beverage items.
- Hover-boards.
- Illegal drugs, or harmful chemicals.
- Inflated balls, including beach balls, or any missile or object that can be used as a projectile.
- Interference with the progress of the event (including throwing objects).
- Knives of any length.
- Laptops or tablets.
- Large Umbrellas – Must be under 12 inches to be allowed in the building.
- Laser Pointers.
- Lights.
- Masks related to health provisions are permitted; Other masks that cover or conceal identity are not permitted.
- Noisemakers, including but not limited to, whistles and horns.
- Outside food or beverages.
- Pyrotechnics and fireworks of any kind including, but not limited to, flares, smoke bombs, or incendiary devices.

- Remote controlled aircraft or unmanned aircraft systems (drones).
- Signs or flags (no larger than 2’ X 3’), shakers, pom-poms or any item with a pole or stick unless distributed by Fishers Event Center as a gate giveaway.
- Strollers or car seats.
- Thermoses/Cups.
- Ticket scalping.
- Trespassing, soliciting, peddling, and loitering.
- Tripods, monopods, and Selfie-Sticks.
- Weapons of any kind including, but not limited to, knives, pepper spray, stun guns, [deleted the word concealed] weapons, and firearms.
- any other item or action deemed dangerous, unnecessary, inappropriate or suspicious in nature, by any Fishers Event Center team member

Fishers Event Center Security personnel will review all unique circumstances on a case-by-case basis and reserves the right to deny access of items based on specific event requirements/requests and overall building policies.

All listed items are subject to change based on event.

Fans are encouraged to report inappropriate behavior to the nearest security personnel or Fishers Event Center team member.

Amended and Restated Event Center License Agreement

Fishers Town Hall Building Corporation - City of Fishers - Indiana Hockey Club, LLC

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This AMENDED AND RESTATED EVENT CENTER LICENSE AGREEMENT (this "**Agreement**") is entered into this _____ day of November, 2024 (the "**Effective Date**") by and among the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation ("**THBC**"), City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation ("**City**"), and the Indiana Hockey Club, LLC, an Indiana limited liability company ("**IHC**"). This Agreement amends and restates the prior Event Center License Agreement entered into by and among THBC, the City, and IHC, in its entirety.

Recitals

WHEREAS, City has undertaken the construction of the Event Center, which will be generally located Southeast of the USA Parkway and Ikea Way Roundabout in Fishers, Indiana, as further depicted on Exhibit A, attached hereto and incorporated herein (the "**Real Estate**"), for the benefit of Fishers, Indiana citizens and Indiana families to provide athletic contests and other types of entertainment, performances, and events that contribute to the educational, recreational, economic, and cultural development of the community (the "**Municipal Purposes**");

WHEREAS, City is a party to this Agreement for the exclusive purposes of (a) causing the construction of the Event Center and (b) upon substantial completion, transferring and conveying the Event Center to THBC which will own, operate, and provide licenses for use of the Event Center;

WHEREAS, IHC owns and operates a professional hockey team (such team and any successor to, or assignee of, such team, the "**Team**") in the League;

WHEREAS, to accomplish the Municipal Purposes, THBC has committed to hold athletic competitions in the Event Center;

WHEREAS, IHC desires to use the Facilities, including, without limitation, for the purpose of conducting Hockey Events and holding Team training and practices, and other reasonably related uses;

WHEREAS, on or about May 23, 2023, IHC, the City and the THBC entered into that certain Event Center License Agreement (the "**Original Agreement**"); and

WHEREAS, this Agreement includes (among other things) additional terms pursuant to which THBC shall operate the Event Center for Hockey Events, and this Agreement shall supersede and replace in full the Original Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, City, THBC and IHC hereby agree as follows:

Article 1. Defined Terms

"Agreement" has the meaning set forth in the preamble.

"Andretti Suite" has the meaning set forth in Section 10.11.

"APRA" has the meaning set forth in Section 27.01.

"Average Ticket Price" means the average ticket price realized by IHC for the Hockey Season immediately preceding the date of determination and shall be based on the average ticket price of all Regular Season Game tickets sold during that season, net of the Facility Fee. The amount of the Average Ticket Price may increase or decrease from year to year and shall be determinatively established as the amount reported by IHC to the League each year. The calculation of Average Ticket Price shall include discounted tickets, including ticket plans and group tickets, but shall not include complimentary tickets. For example purposes only, the Average Ticket Price for the 2021-2022 Hockey Season was $28.35.

"Beverage Sponsorships" has the meaning set forth in Section 9.02.

"Center Ice Club Seating" has the meaning set forth in Section 36.01.

"City" has the meaning set forth in the preamble.

"Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

"Common Areas" means those areas within and about the Event Center and Real Estate that are held open for public use, including, without limitation, the Parking Facility, hallways, stairwells, elevators, entryways and sidewalks.

"Confidential Information" has the meaning set forth in Section 27.01.

"Contract Year" means the period from September 1 from one calendar year to August 31 of the subsequent calendar year, except for the first Contract Year, which shall begin on the Effective Date and continue until August 31, 2025.

"Effective Date" has the meaning set forth in the preamble.

"Electronic Marquee" means the large digital signage affixed to outside of the Event Center.

"Electronic Signage" means (a) the Electronic Marquee, and (b) scoreboard video, ribbon board messages and all other digital messages displayed inside the Event Center, including without limitation TV Messages.

"Event Center" the Event Center building located on the Real Estate.

"Event Rules" has the meaning set forth in Section 37.05.

"Excluded Activit(ies)" has the meaning set forth in Section 10.17.

"Facilities" means, individually or collectively, (a) the entirety of the Event Center,

including but not limited to the seating and access thereto, the playing surface, Team Locker Room, Visiting Team Facilities, the Team store and Common Areas; provided that "Facilities" shall not include those areas that are not directly related to Hockey Events, including, without limitation, kitchen facilities, designated spaces like offices that are not specifically provided for IHC's uses, boiler rooms and other areas reasonably deemed private by THBC; and (b) other areas of the Event Center and/or Real Estate as may be designated or approved from time to time at the commercially reasonable discretion of THBC for IHC's use.

"Facility Fee" has the meaning set forth in Section 10.01.

"Football Event(s)" means, individually or collectively, arena football games played at the Event Center together with pre-game and post-game events, festivities, activities and set-up occurring on the same day as such home football games.

"Football Season" means, subject to adjustment by the applicable league, the period of time during each Contract Year of this Agreement during which the arena football team playing in the Event Center conducts games, including any pre- or post-season games.

"Force Majeure" means 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, lockouts, work stoppages, labor unrest, transportation stoppages, riots, wars, terrorism, acts of military authorities, national or state emergencies, floods, fires, earthquakes, tornadoes or acts of God, including without limitation pandemics, epidemics or shelter-in-place orders

"Goodwill Obligation" means the obligation of IHC and THBC not to (a) contract with or otherwise enter into an agreement with a person or entity regarding the Event Center, or (b) use the Event Center, in both cases of (a) and (b) immediately above, in a manner that will materially injure or damage the reputation and goodwill of IHC or THBC, as applicable.

"Hockey Equipment" has the meaning set forth in Section 6.01.

"Hockey Event(s)" means, individually or collectively, Home Games together with pre-game and post-game events, festivities, activities and set-up occurring on the same day as Home Games, which Hockey Events shall typically occur within a six (6) hour period (the "**Hockey Designated Time**"), unless otherwise agreed by THBC.

"Hockey Season" means, subject to adjustment by the League, (a) the period from approximately October 1 to April 30 each Contract Year of this Agreement, and (b) if the Team plays in the post-season, the Postseason Period of each Contract Year of this Agreement.

"Home Game(s)" means any Pre-Season Game, Regular Season Game or Play-Off Game scheduled by the League and/or IHC to be played as a home game during the Term of this Agreement.

"IHC" has the meaning set forth in the preamble.

"IHC IP" has the meaning set forth in Section 12.03.

"IHC Promotions" means agreements for promotional activities during Hockey Events such as audio, advertisements, announcements, videos, displays, kiosks or tables inside or upon the large digital sign affixed to the Event Center, or, upon prior written approval of THBC, other areas outside the Event Center.

"Initial Term" has the meaning set forth in Section 18.01.

"Interior Naming Rights" means the naming rights pertaining to the Sponsorship of the 1st floor event level club section, 2nd floor bar club section, 2nd floor loge club section and other areas mutually determined by the parties.

"Laws" means all applicable federal, state and local statutes, ordinances, laws, rules, regulations, covenants and declarations, including but not limited to those relating to the environment, safety, security, occupancy, sanitary, and health requirements, fire and safety codes and use of the Event Center.

"League" means the ECHL hockey league, its successor, or any other professional hockey league to which the Team may participate, including without limitation, the American Hockey League.

"License Fee" has the meaning set forth in Section 20.01.

"Locker Room Budget" has the meaning set forth in Section 5.04.

"Loge Seating" has the meaning set forth in Section 36.01.

"Manager" means ASM Global Arena Management LLC, a Delaware limited liability company, or any successor appointed by THBC to serve as Manager.

"Marquee Signage" means signs affixed in a permanent manner above the southwest entrance canopy (currently known as a Honda Entrance), northeast entrance canopy (currently known as the Community Health Entrance), and northwest entrance canopy outside the Event Center. Marquee Signage shall not be interpreted to include signage above the west entrance canopy (i.e., the main entrance) of the Event Center.

"Mediation Deadline" has the meaning set forth in Section 33.01.

"Merchandise" has the meaning set forth in Section 12.01.

"Municipal Purposes" has the meaning set forth in the recitals.

"Naming Rights Package" means the right of a third party to have its name placed prominently on the exterior of the Event Center, other locations on the outside and inside of the Event Center, all as agreed to by and among IHC, THBC and such third party.

"Naming Rights Sponsor" means the third party (which may change from time to time)

who acquires the Naming Rights Package.

"Original Agreement" has the meaning set forth in the recitals.

"Other Event(s)" means any event occurring at the Event Center or Real Estate that is not a Hockey Event.

"Other Event Promotions" means agreements for promotional activities occurring at times other than during Hockey Events such as audio, advertisements, announcements, videos, displays, kiosks or tables inside or outside the Event Center and on the large digital sign affixed to the Event Center.

"Parking Facility" means that certain parking property or properties generally located at and about the Event Center that shall be made available during Hockey Events, for a charge, to park automotive transportation.

"Permanent Signage" means signs with printed content affixed in a permanent manner inside the Event Center.

"Play-Off Game(s)" means any one of a series of Team home hockey games scheduled by the League to occur after the close of a Regular Hockey Season during the Postseason Period to determine the ultimate champion of the League for such season.

"Postseason Period" means, subject to change by the League, generally the months May, June and July.

"Pre-Season Games" means any Team home hockey game, except intra-squad games, played by IHC prior to the first Regular Season Game during each Hockey Season.

"Premium Seating" means manifested seats (including bar stools) in the Event Center with respect to suites for all Hockey Events and Other Events at the Event Center for which tickets are sold. "**Premium Seating**" shall also include any tickets a suite holder may purchase in addition to their manifested seats (e.g., standing room only tickets). Premium Seating shall not be interpreted to include Private Seating.

"Private Seating" has the meaning set forth in Section 36.01.

"Real Estate" has the meaning set forth in the recitals.

"Regular Hockey Season" means the period from the opening of the Regular Season Games to and including the last regularly scheduled Regular Season Game as set forth in each annual schedule established by the League, but exclusive of any Pre-Season Games and Play-Off Games.

"Regular Season Games" means each hockey game played by the Team as part of the Regular Hockey Season.

"Required Changes" has the meaning set forth in Section 5.06.

"ROFR" has the meaning set forth in Section 36.03.

"ROFR Other Event Charge" has the meaning set forth in Section 36.03.

"Signage" means collectively (a) Permanent Signage, (b) Temporary Signage, (c) Electronic Signage, and (d) Marquee Signage.

"Signage Fulfillment" has the meaning set forth in Section 13.10.

"Sponsorships" means written agreements between IHC and third parties for (a) Signage, (b) the Naming Rights Package, (c) Interior Naming Rights, (d) IHC Promotions, and (e) Beverage Sponsorships, all of which shall be entered into in compliance with the Goodwill Obligation.

"Suite Fair Market Value" has the meaning set forth in Section 10.13.

"Team" has the meaning set forth in the recitals.

"Team Locker Room" shall mean the area depicted on Exhibit A, including, without limitation, the showers, toilets, coach's office, equipment room and trainer's room located therein.

"Temporary Signage" means printed content on banners and flags of a fireproof material placed inside the Event Center.

"Term" has the meaning set forth in Section 18.01.

"THBC" has the meaning set forth in the preamble.

"THBC Insured Parties" has the meaning set forth in Section 23.01(a).

"THBC IP" has the meaning set forth in Section 12.03.

"Training Equipment" has the meaning set forth in Section 5.04.

"TV Messages" means video and audio messages on the TVs located throughout the Event Center.

"VIP Areas" means those areas designated by IHC and THBC as hospitality areas within the Facilities.

"Visiting Team Facilities" has the meaning set forth in Section 5.05.

"Volleyball Event(s)" shall mean volleyball matches of Indy Pro Volleyball, LLC.

Article 2. Purpose & Scope

Section 2.01 Occupying the Facilities. IHC shall be granted and shall have during the Term the right and license to use and occupy the Facilities in accordance with this Agreement. Except as set forth in Section 2.04, nothing in this Agreement shall be construed to permit IHC to use the Facilities for uses other than Hockey Events without THBC's prior written consent; provided, however, subject to Section 5.04, IHC shall be entitled to full use of the Team Locker Room and

the Team store throughout the Term notwithstanding the occurrence of a Hockey Event.

Section 2.02 No Conflict. IHC's use of the Facilities pursuant to this Agreement and THBC's use of the Event Center and Real Estate in all other respects shall be conducted in such a way to minimize conflict with the other party's revenue generating activities and, in the case of THBC, the Municipal Purposes; provided, however, THBC acknowledges and agrees that Hockey Events will not conflict with the Municipal Purposes.

Section 2.03 Approval of Certain Events. Any (a) public ice skating (which shall not include private events), or (b) non-IHC hockey games where spectators are charged to attend the event (e.g., youth hockey, USA Hockey, ISHSHA hockey, and NCAA hockey), must be first approved by IHC, in its sole discretion. IHC hereby approves any non-professional, K-12 hockey games.

Section 2.04 Survival of Terms. All rights and obligations created under the terms and conditions of this Agreement shall not extend beyond the Term except to the extent necessary to preserve the intent of the parties, including, without limitation, the rights and obligations of the parties in the following provisions: Article 23 (Insurance) and Article 24 (Indemnification & Defense).

Section 2.05 No Ownership Rights. Anything herein to the contrary notwithstanding and without limiting IHC's rights under this Agreement, IHC shall not acquire any ownership property rights whatsoever in:

(a) the Event Center or Real Estate; or

(b) any equipment, furniture, fixtures or other improvements inside or outside the Event Center, including, without limitation, equipment used to display Signage and advertising.

Article 3. Covenants

Section 3.01 Good Standing. During the Term, IHC shall maintain its membership in good standing with the League. For purposes of clarity, IHC may in its sole discretion (a) move the Team from time to time to a League that is different from the League in which it then currently competes, or (b) replace the Team with a different hockey team that participates in the League or any League that is different from the League in which it then currently competes; provided any such new League in which the Team or its successor participates is either (x) a successor to the League in which the Team then currently competes and is reasonably equivalent in terms of the level of hockey competition, or (y) is a League that is equal to or higher in quality of hockey than that in which the Team then currently competes. If IHC ceases to be a member in a League, this Agreement shall terminate, and, unless IHC has filed for bankruptcy, IHC shall be exclusively liable for the continued payment of the License Fee, which License Fee shall continue to be paid pursuant to Article 20 and for any obligations pursuant to provisions of this Agreement that by their express terms or nature survive termination.

Section 3.02 THBC Compliance. THBC shall comply in all material respects with the Laws. THBC shall not enter into any agreements which would materially and adversely affect IHC's right to use the Facilities for the Hockey Events during the Term.

Section 3.03 IHC Compliance. IHC shall comply in all material respects with the Laws. IHC shall, at its sole cost and expense, obtain all permits and licenses (e.g., pyrotechnics) necessary to legally hold Hockey Events, and shall provide copies of same to THBC prior to the date of any such Hockey Event requiring a permit or license. Provided that THBC does not believe, in its commercially reasonable discretion, that the activity subject to such permit will cause personal injury, property damage, increase insurance premiums or alter the Event Center or Real Estate, THBC agrees to reasonably cooperate with IHC in its efforts to obtain the same, and shall not actively oppose the grant of the same.

Article 4. Scheduling

Section 4.01 Scheduling of Other Events. Except as otherwise provided in this Agreement, THBC reserves the right to schedule the dates and times of use of the Event Center with respect to Other Events in its sole and absolute discretion.

Section 4.02 Hockey Events - Regular Season Games. No later than November 25 of each Contract Year commencing with November 25, 2023, THBC shall furnish at least seventy-two (72) dates and times when Regular Season Games may be played during the immediately following Hockey Season and hold those dates open for IHC. At least seventy-five percent (75%) of those dates shall be Friday or Saturday evenings. Within the earlier of (a) thirty (30) days after the League schedule of Regular Season Games is released by the League, or (b) two (2) business days after IHC reasonably has notice that a date will not be used for a Home Game, IHC shall notify THBC in writing of the (y) dates of Home Games to be played at the Event Center, or (z) in the instance described in subsection (b) above, the date(s) not required for Home Game(s). All such scheduled dates for Regular Season Games shall be reserved for IHC, provided that such dates are consistent with the tentative dates originally provided to THBC pursuant to this Section 4.02. All other tentative dates held for use for Regular Season Games shall no longer be held for IHC and will become available for use for Other Events.

Section 4.03 Pre-Season Scheduling. The parties acknowledge and agree that (a) Pre-Season Games are not scheduled by the League and it will not be possible to ascertain the desired dates for such Pre-Season Games until near the beginning of each Regular Hockey Season, and (b) the parties will timely work, mutually and in good faith, to assist and cooperate with each other to schedule dates (if any) for Pre-Season Games; provided that Pre-Season Games may only be scheduled during dates and times in which the Event Center is available.

Section 4.04 Postseason Scheduling. The parties acknowledge and agree that (a) Play-Off Games may occur from year to year during the Postseason Period depending on the success of the Team during the Regular Hockey Season, (b) it will not be possible to ascertain whether dates will be required by the Team for Play-Off Games until near the end of each Regular Hockey Season, and (c) the parties will timely work, mutually and in good faith, to assist and cooperate with each other in order to schedule dates for Play-Off Games. For each Contract Year, THBC will reserve at least fifty percent (50%) of all available weekends in the Postseason Period for Play-Off Games. All such reserved weekends shall include (y) a Friday, Saturday and Sunday, and (z)(i) an immediately succeeding Monday, Tuesday and Wednesday, or (ii) an immediately preceding Wednesday and Thursday. Weekends reserved for Play-Off Games shall be evenly disbursed throughout the Postseason Period with no more than ten (10) days in between reserved dates.

Section 4.05 Release of Dates. Within five (5) business days after preparation of the League schedule for each round of Play-Off Games in which IHC participates, IHC shall notify THBC in writing of the dates scheduled for the playing of Play-Off Games in such play-off round, and other tentative dates through the end of such round shall be released and shall become available for use for Other Events that may be scheduled for the Event Center. As soon as it is reasonably clear that IHC will not play in Play-Off Games in any Hockey Season, such tentative dates reserved pursuant to Section 4.04 shall be released and shall become available for use by THBC. IHC and THBC agree to consult and reasonably cooperate to resolve any conflicts or disputes arising from the scheduling of Play-Off Games.

Section 4.06 Cancellations. IHC shall give THBC prompt notice of any Home Game cancellations or other schedule changes. In the event a game is cancelled or postponed, IHC and THBC shall work together in good faith to reschedule the cancelled or postponed game to another date.

Section 4.07 Release of Events. In the event of a strike, work stoppage, League shutdown, or similar event which prevents IHC from playing hockey or otherwise presenting Hockey Events, IHC shall release Hockey Event dates to THBC once it is determined by IHC that IHC will be unable to hold a Hockey Event on such date.

Section 4.08 Use of Ice Surface. IHC shall have use of the ice surface at the Event Center for at least one hour before and after each Home Game. On the day before a Hockey Event, to the extent reasonably available, IHC and the visiting hockey team shall have use of the ice surface at the Event Center from 9:00 AM ET to 2:00 PM ET.

Article 5. Facilities

Section 5.01 THBC Access. Subject to IHC's rights under this Agreement, THBC shall retain the right to control, manage, schedule, and operate the Real Estate, including the Facilities. When accompanied by IHC's designee, THBC's designee may enter the Team Locker Room and Team store at reasonable times, provided that an IHC designee shall not be required to be present in the case of an emergency requiring prompt action by THBC.

Section 5.02 Hockey Events. During Hockey Events scheduled pursuant to this Agreement, IHC shall have use of the Facilities for such Hockey Events, including, without limitation, use of VIP Areas, space for pre-game and post-game hospitality events, the Visiting Team Facilities, referee locker room, and press room, as depicted in Exhibit A to this Agreement.

Section 5.03 VIP Areas. During Hockey Events, IHC shall have the use of VIP Areas and other space within the Facilities for pre-game and post-game hospitality events occurring within the Hockey Designated Time.

Section 5.04 IHC Exclusive Use Areas; IHC Kiosks. Throughout the Term, IHC shall have the exclusive use of the Team Locker Room and Team store, which Team store may be closed by THBC during certain other activities. IHC may install, at its sole option, a whirlpool, exercise/weight training and other athletic and/or hockey equipment in the Team Locker Room (the "**Training Equipment**"), and THBC shall furnish the remainder of the Team Locker Room

as a standard locker room subject to the budget approved by THBC and IHC for such Team Locker Room (the "**Locker Room Budget**"). Any cost to furnish the Team Locker Room greater than the Locker Room Budget, shall be the liability of IHC. IHC shall additionally maintain in good working order the Training Equipment or cause the Training Equipment to be removed from the Team Locker Room. IHC shall furnish the Team store subject to THBC's prior approval and fixtures shall become the property of THBC upon the termination of this Agreement or expiration of the Term. IHC may also maintain kiosks and tables for products sales/promotions during Hockey Events and all other activities, as more fully set forth in this Agreement; provided, however, during Other Events, IHC (a) may only maintain kiosks to promote Home Games and/or the Team, and (b) shall, at all times, be liable for its kiosks, notwithstanding any other provision of this Agreement.

Section 5.05 Visiting Team Facilities. During Hockey Events, IHC shall have exclusive use of the visiting team locker room, showers and toilets (the "**Visiting Team Facilities**") and, if the Visiting Team Facilities are not being used for an Other Event, the Visiting Team Facilities shall be available to IHC and its designees one (1) day prior to such Hockey Event; provided, however, IHC shall not be entitled to the use of Locker Room 1 (currently known as the Ignite Locker Room).

Section 5.06 Maintenance - Premises Generally & Common Areas. THBC shall use diligent efforts to ensure that (a) the Event Center and Real Estate remain in compliance with the Laws, (b) are clean and in good operating condition, ordinary wear and tear excepted for a building of this type used for the intended uses, including for League professional hockey exhibitions. Without limiting the foregoing, THBC covenants and agrees that it shall carry out regular maintenance of the Event Center, including all necessary cleaning and repairs, except as otherwise provided in this Agreement. THBC shall be responsible for the cost of any improvements or changes (subject to prior IHC approval) to the Event Center resulting from or by reason of any change in League requirements concerning player or fan (invitee) safety, digital connectivity or fair play that, individually, do not exceed $50,000 (individually or collectively, "**Required Changes**"). IHC shall be responsible for all other cost of any improvements or changes to the Event Center resulting from or by reason of any change in League requirements that do not constitute Required Changes. Moreover, except as otherwise stated herein, IHC shall be responsible for the cost of any improvements or changes (subject to prior THBC approval) to the Event Center (a) necessitated by any act or neglect of IHC, the Team, or any visiting hockey team and/or (b) resulting from or by reason of any other invitee of IHC or the Team, except paying ticket holders and except for such ordinary repairs which are caused by normal hockey team play. Moreover, THBC shall keep and maintain all Common Areas in a clean, open and safe condition consistent with the Laws. IHC will not impair or impede use of the Common Areas around or within the Event Center and shall otherwise position its tables and kiosks in compliance with the Laws.

Article 6. Equipment

Section 6.01 THBC Equipment. THBC shall provide the use of and maintain in good working order the following equipment (individually or collectively, the "**Hockey Equipment**"):

(a) Public address sound system;

(b) Ice making equipment;

(c) Dasher boards;

(d) Protective glass (e.g., Plexiglas), goals, and penalty box;

(e) Netting on both ends of the hockey rink in the Event Center;

(f) Officials' areas;

(g) Goals, goal nets, netting, and judge lights;

(h) Two (2) Zambonis;

(i) Scoreboard (and any other scoreboard later installed, as applicable);

(j) Ancillary hockey equipment customarily provided in other League home arenas;

(k) Seating areas;

(l) Secure internet connection for the Team store, Team Locker Room and visiting team locker room; and

(m) Secure video feed for Team Locker Room and visiting team locker room.

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Section 6.02 THBC Repair Obligation. THBC shall be responsible for normal wear and tear, damage, casualty losses, replacement, and other impairments of the Hockey Equipment, provided that IHC shall be responsible for (a) damage to the protective glass during Hockey Events (excluding for purposes of clarity normal wear and tear) and (b) damage to the Hockey Equipment caused by the Team or the visiting team (excluding for purposes of clarity normal wear and tear).

Section 6.03 League Standards. The Hockey Equipment listed at Section 6.01(c), (d), (e) and (g) shall meet League standards and customary levels as communicated in writing by IHC.

Section 6.04 Ice Surface Maintenance. For Home Games, THBC shall provide and maintain an ice surface that meets League standards and customary levels.

Section 6.05 In-Ice Signage. IHC shall pay all costs associated with in-ice signage; provided that, when THBC removes ice during the Hockey Season, THBC shall pay all costs associated with replacing in-ice signage, unless removed at the request of IHC.

Section 6.06 Abandoned Property. Forty-Five (45) calendar days after the termination or expiration of this Agreement, any property left in the Event Center by IHC, including, without limitation in the Team Locker Room, Team store and other areas, shall become property of THBC to be utilized or disposed of at THBC's discretion. IHC shall be responsible for any reasonable out-of-pocket disposal costs, which amounts shall be paid to THBC within thirty (30) days of THBC providing an invoice for any such expenses. This Section 6.06 shall survive termination of this Agreement.

Article 7. Crowd Behavior

Section 7.01 Ejection of Invitees. THBC reserves the right to eject any unruly or disruptive person from the Event Center. THBC shall use best efforts to remove or reject any such person in a manner that is as minimally disruptive as possible under the circumstances.

Article 8. Personnel, Responsibilities & Coordination

Section 8.01 Cooperation. IHC and THBC will work jointly to provide a quality entertainment experience with respect to the Event Center. THBC has initially retained the Manager to manage and operate the Event Center, and IHC and representatives of the Manager shall regularly meet to discuss operation of the Event Center with respect to Hockey Events. Upon reasonable request of IHC, THBC shall make available THBC representatives to meet concerning IHC's use of the Event Center.

Section 8.02 Employees and Contractors. IHC and THBC will pay their respective employees and contractors without any expectation of reimbursement from the other party.

Section 8.03 THBC Year-Round Employees and Contractors. Throughout the Term during normal business hours, THBC shall provide employees and contractors for:

(a) Ticket management, ticket sales at the Event Center box office, and customary box office services;

(b) Housekeeping/janitorial and building maintenance services in the Event Center; and

(c) Security as customarily provided with respect to the Event Center.

Additionally, THBC shall provide sixty (60) reserved parking spaces in the area depicted on Exhibit A for IHC employees and personnel.

Section 8.04 THBC Employees and Contractors. During Hockey Events, THBC shall provide employees and contractors for:

(a) Ticket sellers in the Event Center box office (to the extent IHC utilizes the Event Center's contracted, exclusive automated ticketing partner for the sale of all individual tickets for the sellable capacity for all Hockey Events and Other Events via any and all means and methods, including on the Internet, by telephone, computer, IVR, outlets, television, clubs, auctions, VIP packages, presales, upsells, or by any other means of distribution, whether existing now or at any time in the future), ticket takers, parking attendants, concessionaires, ushers, and security inside and outside the Event Center to meet reasonable League standards;

(b) Ice surface maintenance, set-up, and take-down to meet reasonable League standards;

(c) Pre-game and post-game housekeeping/janitorial to meet reasonable League standards;

(d) Medical personnel (and ambulance) for spectators/guests and at least two (2) AED units to meet reasonable League standards; and

(e) Lighting and sound technician personnel, provided that IHC shall reimburse THBC for its actual costs incurred.

Section 8.05 IHC Year Round Employees and Contractors. Throughout the Term, IHC shall provide employees and contractors for:

(a) Its professional hockey and business operations;

(b) Sales, marketing, and creative services;

(c) Inventory maintenance and staffing for the Team store;

(d) Accounting and bookkeeping, as needed; and

(e) Ticket sellers, concierge and other service providers necessary for a VIP experience in the VIP Areas; provided, however, that THBC shall be exclusively responsible for all concession and concession sales in such VIP Areas.

Section 8.06 IHC Home Game Employees and Contractors. For Home Games, IHC shall provide employees and contractors for:

(a) A men's professional ice hockey game between the Team and League opponent in conformity with League rules and regulations;

(b) Players, coaches, trainers, and uniforms/equipment to meet League standards and customary levels;

(c) Referees and other League contractors to meet League standards and customary levels;

(d) Medical personnel (and ambulance), including EMT(s), for players to meet League standards and customary levels;

(e) Game operations to meet League standards and customary levels;

(f) IHC kiosk and table sales and customer services; and

(g) Audio/video/camera operators, scoreboard and ribbon board operator/s, and public address personnel to meet League standards and customary levels.

Section 8.07 Pre/Post-Game Activities. For the avoidance of doubt, IHC shall be entitled to use the Facilities during Hockey Events (e.g., skate with players, VIP events). Unless otherwise approved by THBC, the pre/post-game activities shall occur within the Hockey Designated Time.

Section 8.08 Extended Hockey Events. IHC shall be responsible for any incremental costs actually incurred by THBC from IHC activities that (a) materially extend beyond the Hockey Designated Time, and (b) are scheduled to occur on dates other than on the day of Hockey Events.

Article 9. Concessions & Beverages

Section 9.01 Concessionaire. THBC shall identify an entity to oversee and provide concessions at the Event Center (the "**Concessionaire**"). THBC shall approve in its commercially reasonable discretion and cause the Concessionaire to (a) contract with parties who provide Sponsorships for the Event Center, so long as the material terms and conditions are commercially reasonable, and (b) reasonably cooperate with IHC to provide for promotions from time to time, so long as the material terms and conditions are commercially reasonable.

Section 9.02 Beverage Vendors. Notwithstanding anything to the contrary herein, IHC shall have the exclusive right to identify, interview and select, subject to the Goodwill Obligation, the beverage vendor(s), including both non-alcoholic and alcoholic vendor(s) and any and all pouring rights, so long as the material terms and conditions are commercially reasonable (individually or collectively, "**Beverage Sponsorship**"). Without the prior written consent of IHC, THBC shall not amend, modify or waive the Beverage Sponsorships or the commission provisions of any such Beverage Sponsorship. IHC shall not enter into any Beverage Sponsorship agreement that extends beyond the Term without the prior written approval of THBC.

Section 9.03 Food and Beverage Revenues. THBC shall be entitled to retain one hundred percent (100%) of all revenue generated from food and beverage sales at the Event Center. For purposes of clarity and notwithstanding the foregoing, IHC shall be entitled to retain one hundred percent (100%) of all Sponsorship revenue resulting from any Beverage Sponsorship (as distinct from revenue resulting from sales of beverages).

Section 9.04 No Other Beverage or Food Sales. Without THBC approval, IHC shall not sell any food and beverage items in the Event Center.

Article 10. Ticketing, Parking & Suites

Section 10.01 Ticket Prices. IHC shall determine the prices and terms upon which Hockey Event tickets shall be sold; provided that IHC shall charge a three dollar ($3.00) facility fee (the "**Facility Fee**") for each Hockey Event ticket actually paid for and not refunded, including tickets sold outside the box office such as ticket plans and group tickets.

Section 10.02 Ticket Database. THBC will endeavor to cause its ticketing contractor to work with IHC, including, without limitation, utilizing the ticketing contractor's database information for sales and marketing purposes.

Section 10.03 Ticket Sales. Except for the Facility Fee, THBC shall not add service charges to ticket sales for Hockey Events. Except for the Facility Fee as further described above and Premium Seating as further described below, IHC shall be entitled to retain one hundred percent (100%) of (a) all ticket sale revenue generated from each Hockey Event, including, without limitation, party suite tickets, and (b) all amounts related to fees/refunds/rebates for Ticketmaster (or any successor) and/or box office fees for Hockey Events during the Term.

Section 10.04 Ticket Expenses. IHC shall be responsible for the cost of Hockey Event ticket stock and printing the tickets.

Section 10.05 Bad Debts. THBC shall be responsible for any bad charges from Hockey Event ticket sales, unless IHC does not use THBC's ticketing system for such Hockey Events. THBC shall not accept checks for payment of ticket sales.

Section 10.06 Ticket Refunds. IHC shall be responsible for any Hockey Event ticket refunds.

Section 10.07 THBC & IHC Ticket Sale Authorization. For clarity, THBC shall only be authorized to sell single Hockey Event tickets in accordance with Section 8.04(a) (as opposed to groups sales, partial ticket plans, seasons tickets, Premium Seating and Private Seating tickets, which IHC shall have the exclusive right to sell).

Section 10.08 Parking Fees. THBC shall be entitled to retain one hundred percent (100%) of all parking revenue generated from the Parking Facility in connection with Hockey Events. During the first full ten (10) Contract Years, THBC shall not charge, and shall cause any applicable vendor or agent not to charge, more than ten dollars ($10) per vehicle for Hockey Event parking. Thereafter, any increases in the rate of Hockey Event parking shall be commercially reasonable and consistent with parking charges at facilities like the Event Center and for events like minor league hockey games.

Section 10.09 Parking for Event Customers. THBC shall provide a reasonable number of parking spaces and reasonable locations for Hockey Event customers.

Section 10.10 Premium Seating Revenue. IHC has the sole and exclusive right to sell Premium Seating. Subject to Section 10.14, THBC shall be entitled to eighty percent (80%) of the gross revenue generated from the sale of Premium Seating, but THBC shall be responsible for reimbursing IHC as set forth in Section 10.11 below. Subject to Section 10.14, IHC shall be entitled to twenty percent (20%) of the gross revenue generated from the sale of Premium Seating, but IHC shall bear one hundred percent (100%) of the cost of the related commissions/marketing expenses.

Section 10.11 Premium Seating Tickets. Notwithstanding the foregoing, THBC shall be responsible for (a) furnishing tickets for manifested and sold Premium Seating for Other Events, and (b) reimbursing IHC for manifested and sold Premium Seating to Hockey Events. The parties have agreed that, in determining the amount owed pursuant to Section 10.11(b), (i) the value of each such ticket shall be based on the Average Ticket Price, and (ii) each suite requires a number of tickets depending on size and manifested seats. THBC shall not be responsible for reimbursing IHC, and IHC shall furnish at no charge, tickets for Pre-Season Games and Play-Off Games. THBC shall furnish at no charge a minimum of one parking pass for every four (4) manifested Premium Seating seats sold. IHC shall be entitled to offset amounts owed pursuant to this Section 10.11 against amounts owed to THBC for its eighty percent (80%) portion described in Section 10.10 above, provided, however, such offset shall be clearly documented and provided to THBC for review.

Section 10.12 Premium Seating During Other Events. To the extent that tickets for Other Events is included for Premium Seating the agreement for such tickets, unless otherwise mutually determined by THBC and IHC, shall (a) require the licensee for such Premium Seating to request tickets to Other Events by a date certain (for example and without limitation, at least 120 days prior to the Other Event), and (b) state that licensees of Premium Seating relinquish tickets to such Other Events if the licensee does not request tickets by such date certain.

Section 10.13 Specific Suites. IHC and THBC shall each respectively have one reserved suite within the Premium Seating. Additionally, THBC shall have the right to purchase one additional suite within Premium Seating for Andretti Autosports (the "**Andretti Suite**"). IHC shall pay the Suite Fair Market Value (as defined herein below) for its suite, THBC shall pay the Suite Fair Market Value for the Andretti Suite and THBC shall receive its suite free of charge and without any additional cost. For purposes of this Agreement, "**Suite Fair Market Value**" shall mean the estimated amount of $65,000.00, per year. For purposes of clarity, the split of eighty percent (80%) and twenty percent (20%) set forth in Section 10.10 and the reimbursement obligations of THBC pursuant to Section 10.10 shall apply to the payments made by IHC and THBC pursuant to this Section 10.11; provided, however, Hockey Event tickets shall be furnished to the manifested seats within the suite reserved for THBC free of charge and the reimbursement described in Section 10.10 shall not apply.

Section 10.14 Party Suites; Additional Suite Tickets. With respect to party suites and any additional tickets sold to suite holders which do not appear on the manifest, IHC shall be entitled to (a) as described in Section 10.03 above, one hundred percent (100%) of all ticket sale revenue generated from each Hockey Event during the Term (including, without limitation, box office fees, and ticket provider rebates), and (b) twenty percent (20%) of all ticket sale revenue generated from each Other Event during the Term.

Section 10.15 Interior Naming Rights. IHC shall be entitled to retain one hundred percent (100%) of the revenue generated from the sale of Interior Naming Rights. IHC shall have the exclusive right to sell the Interior Naming Rights, subject to THBC's commercially reasonable approval.

Section 10.16 Attendance Bonuses. THBC shall pay IHC an attendance bonus of five dollars ($5.00) for each ticketed individual in attendance (i.e., the drop count) at Hockey Events during each Hockey Season (including Pre-Season Games and Play-Off Games and calculated on a cumulative basis) in excess of 162,000. For example, and without limitation, if, during the 2026 Hockey Season, 200,000 ticketed attendees attend Hockey Events, THBC shall pay to IHC $190,000.00. For the avoidance of doubt, for purposes of this Section 10.16, tickets sales shall not equate to the actual of number of ticketed attendees that attend Hockey Events during the Hockey Season. THBC shall pay IHC such bonus within thirty (30) days of the end of the Hockey Season.

Section 10.17 Excluded Activities. The parties acknowledge and agree that, with respect to Premium Seating, certain events shall be excluded from comprehensive packages like those that may be sold for licensees to use suites. As used in this Agreement, "**Excluded Activity(ies)**" means and includes extraordinary events whose organizers require, as a condition of using the Event Center, exclusive control of all or substantially all suites. If an Excluded Activity is held in the Event Center, THBC shall, to the extent reasonably possible, offer licensees of Premium Seating an opportunity to purchase tickets to such Excluded Activity. Other Events that are

deemed Excluded Activities may include for example and without limitation, NCAA events, NFL events, private events, conventions, trade shows, political events, charitable events, graduations and other non-recurring events. Licenses for Premium Seating shall specifically state that THBC shall have the right to utilize Premium Seating for Excluded Activities without giving prior notice to or obtaining consent from the licensee.

Article 11. Event Settlement

Section 11.01 Collections of Ticket Sales. THBC shall collect on behalf of IHC and pay to IHC within ten (10) calendar days of each Hockey Event the face value of all single Hockey Event tickets sold in connection with such Hockey Event. THBC shall collect on behalf of IHC and pay to IHC within ten (10) calendar days of receipt all single Hockey Event ticket rebates, together with a reasonably detailed report with respect to the rebates.

Section 11.02 Facility Fee Payments. THBC shall be entitled to offset the Facility Fee amount owed to THBC against amounts owed to IHC pursuant to Section 11.01; provided, however, such offset shall be clearly documented and provided to IHC for review.

Article 12. Merchandising & Intellectual Property

Section 12.01 Sale of Merchandise. IHC shall have the right to sell and shall retain one hundred percent (100%) of all revenues from sales of products, programs, promotional equipment and materials, novelties, and related items whether sold through the Team store, online, tables, kiosks or any other means (the "**Merchandise**") regardless of whether such sales occur before, during or after Hockey Events.

Section 12.02 Restrictions on Merchandise. THBC reserves the right to prohibit sales of Merchandise in the Team store that it determines, in its reasonable discretion, violates the Goodwill Obligation.

Section 12.03 Intellectual Property Ownership. IHC and THBC acknowledge and agree that (a) all trademarks, service marks, copyrights, logos, and names related to the Event Center (collectively, "**THBC IP**") are the sole and exclusive property of THBC, and (b) all trademarks, service marks, copyrights, logos, and names related to the Team and/or IHC (collectively, "**IHC IP**") are the sole and exclusive property of the League or IHC, as applicable. Subject to the terms of this Agreement, THBC shall not use IHC IP, and IHC shall not use THBC IP, without permission of the applicable owner. Notwithstanding the foregoing, and for no additional consideration and for the duration of the Term, (x) THBC expressly licenses to IHC, THBC IP in connection with Merchandise and other activities of the Team that are not contrary to the Municipal Purposes, provided that the Merchandise also contains IHC IP or other intellectual property of IHC or its designee, and (y) IHC expressly licenses to THBC IHC IP in connection with THBC's marketing and promotion of the Team or the Event Center, provided that such marketing and promotion also contains THBC IP or other intellectual property of THBC or its designee. For purposes of quality control and maintaining active ownership and control of the respective THBC IP and IHC IP, each party shall have the right to review the types and quality of merchandise sold. If, in the commercially reasonable judgment of a party, the other party is selling merchandise that is not of a satisfactory type or quality and that potentially violates the Goodwill

Obligation, the party may require the other party to (i) refrain from selling any such product; or (ii) remove THBC IP or IHC IP, as applicable, from such product. IHC shall have up to six (6) months following the date of termination of this Agreement to continue selling Merchandise inventory bearing THBC IP existing at the time of such termination. This Section 12.03 shall survive termination of this Agreement.

Section 12.04 Retention of Intellectual Property. Except as provided in this Agreement, nothing in this Agreement shall be deemed to provide IHC with any rights in the intellectual property currently or in the future owned by THBC. Therefore, THBC retain all intellectual property rights including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logo, name and colors and does not grant any form of license whatsoever to IHC for the use of such intellectual property rights outside the very limited use that is granted in this Agreement. Likewise, nothing in this Agreement shall be deemed to provide THBC with any rights in the intellectual property currently or in the future owned by IHC, its parent company or any subsidiary or affiliate of IHC. Therefore, IHC retains all intellectual property rights including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logo, name and colors and does not grant any form of license whatsoever to THBC for the use of such intellectual property rights outside the very limited use that is granted in and made necessary in this Agreement.

Section 12.05 Sponsorship Requirement. IHC shall include in its Sponsorship agreements a requirement that the applicable third-party sponsor (a) grant to THBC and IHC, the right to use its applicable intellectual property related to such Sponsorship; and (b) represent and warrant to IHC that such third-party sponsor has the right and authority to provide such license to THBC and IHC.

Article 13. Naming Rights, Sponsorships & Promotions

Section 13.01 Naming Rights Package. IHC shall have the exclusive right to sell the Naming Rights Package, subject to THBC's commercially reasonable approval of the Naming Rights Sponsor. THBC and IHC shall mutually agree on any applicable guidelines for such approval. The revenue from the Naming Rights Package shall be split eighty percent (80%) in favor of THBC and twenty percent (20%) in favor of IHC, after deducting any applicable third-party commissions to which IHC and THBC agree in writing to incur. THBC will bear one hundred percent (100%) of all costs and expenses related to (a) installing and affixing Signage and maintaining the medium on which Signage is displayed, as applicable, and (b) legal costs and expenses for the documentation of, and agreements related to, the Naming Rights Package. Except as set forth above, IHC shall be responsible for all other fulfillment costs of the Naming Rights Package.

Section 13.02 Sale of Naming Rights Package. THBC shall reasonably cooperate with IHC in the sale of the Naming Rights Package and the benefits and privileges to be included therein which may include benefits and privileges like the following, among others:

(a) logo and name placed on Signage;

(b) logo placed on podium stand used in the Event Center;

(c) logo placed on media backdrop used by THBC or IHC in Event Center;

(d) logo on Event Center staff uniforms;

(e) logo on Event Center schedules for Hockey Events and other activities;

(f) name and/or logo on all Event Center tickets for Hockey Events and other activities;

(g) logo on Event Center parking passes;

(h) full page ad in Home Game printed Event Center programs (if applicable);

(i) logo on Event Center business cards (if applicable);

(j) logo on Event Center activity schedules created by THBC;

(k) logo on Event Center newsletters created by THBC – electronic, digital and print;

(l) logo on all other various Event Center print and promotional materials created by THBC (such as magnet schedules, poster schedules, etc.);

(m) media exposure on the Event Center social networking sites and internet;

(n) public skating and concert media buys that mention the Event Center;

(o) use of the Event Center for up to two activities for corporate or philanthropic purposes – dates based on availability;

(p) parking related to the above;

(q) the Naming Rights Sponsor's name around the Team logo on center ice of the hockey surface; and

(r) the Naming Rights Sponsor's name and/or logo in locations on (i) the basketball court; and (ii) an area to be identified on or around the scoreboard.

THBC requests all Event Center licensee/tenants who reference the Event Center in their advertisements, promotions and other announcement's (regardless of the media form) to reference the Naming Rights Sponsor.

Section 13.03 Sponsorships. IHC shall have the exclusive right, without infringing upon the intellectual property rights of THBC, other licensees/tenants or other third parties, to sell Sponsorships, which Sponsorships shall be subject to THBC's approval in its commercially reasonable discretion. IHC shall not enter into any Sponsorship agreement that extends beyond the Term without the express written consent of THBC.

Section 13.04 Signage Revenues. IHC shall have the exclusive right year-round to sell and retain all revenues with respect to Signage, provided that (a) THBC's licensees/tenants may sell Temporary Signage at Other Events and Electronic Signage during Other Events and retain all revenues with respect thereto, and (b) THBC may sell all medium and other displays that do not constitute Signage, and retain all revenues with respect thereto, outside the Event Center and on the Real Estate. For purposes of clarity and notwithstanding anything to the contrary herein, IHC

shall have the exclusive right year-round to sell and retain all revenues with respect to Marquee Signage. All agreements between IHC and third parties relating to Permanent Signage and Marquee Signage shall be subject to THBC's commercially reasonable approval.

Section 13.05 Promotions Revenues. IHC shall have the exclusive right to sell and retain all revenues with respect to IHC Promotions. THBC and entertainers or entertainment entities scheduled to perform at the Event Center shall be entitled to Other Event Promotions.

Section 13.06 Sponsorship Notices. Notwithstanding Section 36.04 (Approvals), IHC shall notify THBC in advance in writing of any prospective sponsor, related artwork and schematic drawings with respect to a Sponsorship and any related Permanent Signage. THBC shall notify IHC within five (5) business days whether it approves such sponsor and such artwork and the failure by THBC to provide such notice timely shall be deemed approved, it being understood that such sponsor and such artwork shall not contravene Municipal Purposes or the Goodwill Obligation.

Section 13.07 Miscellaneous Advertising. IHC shall have the exclusive right to sell, and retain all revenues for, the following in connection with Sponsorships, which Sponsorships shall be subject to THBC's approval in its commercially reasonable discretion and which shall not be an exclusive list of IHC's rights with respect to Sponsorships:

(a) Advertising on two Zambonis on a year-round basis;

(b) Activities at other mutually agreed parking areas for Hockey Events;

(c) 50/50 drawings, if permitted by law for Hockey Events; and

(d) Home Game ticket backs.

Section 13.08 Retained Rights of THBC. THBC shall have the right to use the Event Center in any manner that does not impede the rights of IHC provided herein, which rights, in addition to all others, include, but are not limited to:

(a) THBC shall have the right of an Event Center licensee/tenant during Other Events, including the rights under Article 14 (Covering and Removal of Signage); and

(b) the right to authorize its licensees/tenants to erect Temporary Signage and place kiosks on and around the floor and concourse of the Event Center as part of activities during Other Events.

Notwithstanding anything to the contrary herein, any Temporary Signage erected by THBC's licensees/tenants in compliance with this Section 13.08 shall not partially or completely cover any portion of IHC's Permanent Signage.

Section 13.09 IHC Revenues. With the exception of the Naming Rights Package, which shall be split in accordance with Section 13.01, IHC shall bill, collect and retain all Sponsorship revenue.

Section 13.10 Signage Fulfillment. Subject to Section 13.01 with respect to the Naming Rights Package, the installation, purchase, repair, maintenance and/or construction of any Signage as part of Sponsorships, except with respect to the Electronic Signage ("**Signage Fulfillment**"), shall be

completed by IHC and shall be provided for and take place in a manner consistent with the construction standards and architectural look of the Event Center and Municipal Purposes. IHC shall be responsible for all costs related to design, production, installation/removal, and maintenance of all such Signage Fulfillment. THBC shall be responsible for all building infrastructure and connectivity for the Signage Fulfillment.

Section 13.11 THBC Option to Assume Naming Rights Package. Upon termination or expiration of this Agreement, THBC may (but shall not be obligated to) assume and discharge all of IHC's rights and obligations under the Sponsorships, and IHC shall assign such Sponsorships to THBC. THBC shall thereafter be entitled to all revenues that become due and payable after the effective date of termination or expiration of this Agreement with respect to those Sponsorships.

Section 13.12 Vehicle Display. IHC shall have the right to place vehicle(s) in a prominent location outside the Event Center for marketing purposes.

Article 14. Covering and Removal of Signage

Section 14.01 Covering and Removal of Permanent Signage. Covering of Permanent Signage may occur for Other Events where (a) the rules or regulations of the sponsoring organization or licensees/tenants require such coverage on a uniform basis for similar activities held around the country, or (b) the sponsoring organization has imposed as a condition on THBC that such interior Permanent Signage be covered. THBC shall promptly notify IHC of any agreement that requires covering Permanent Signage. THBC shall be responsible for such Permanent Signage covering and shall promptly remove such covering at the conclusion of such Other Event. THBC may not cover any Permanent Signage with anything except a plain, non-commercial covering.

Article 15. Electronic Signage

Section 15.01 Electronic Signage; Ownership and Maintenance. THBC shall own, and shall be responsible for maintaining and insuring, the Electronic Signage.

Section 15.02 Scoreboard Advertisements. If the scoreboard or Electronic Signage is used for advertising during Other Events, IHC shall have, at no cost and on a calendar year basis, two (2) 30-second spots to promote the Junior Fuel, the Fuel Tank at Fishers, the Team and/or Hockey Events. At every Home Game, THBC and THBC's licensees/tenants shall have, at no cost, up to two (2) 30-second spots to promote Other Events. Both THBC and IHC shall be responsible for their respective production and programming costs.

Section 15.03 Concourse Televisions Advertisements. During each Home Game, THBC and THBC's licensees/tenants shall have, at no cost, the right to promote Other Events for twenty-five percent (25%) of the TV Messages displayed during such Home Game on the televisions located throughout the Event Center concourses, except for those televisions located within concession stands displaying such Home Game. During each Other Event, IHC shall have, at no cost, the right to promote the Junior Fuel, the Fuel Tank at Fishers, the Team and/or Hockey Events for twenty-five percent (25%) of the TV Messages displayed during such Other Event on the televisions located throughout the Event Center concourses, except for those televisions located within concession stands displaying such Other Event. Both THBC and IHC shall be responsible for their

respective production and programming costs.

Section 15.04 Electronic Marquee Advertisements. THBC and THBC's licensees/tenants shall have, at no cost, the right to utilize the Electronic Marquee to promote Other Events or for THBC's non-commercial purposes (a) for twenty-five percent (25%) of Home Games; and (b) seventy-five percent (75%) of all other times during which the Electronic Marquee is operational. IHC shall have, at no cost, the right to utilize the Electronic Marquee to promote the Junior Fuel, the Fuel Tank at Fishers, the Team and/or Hockey Events (x) for seventy-five percent (75%) of Home Games; and (y) twenty-five percent (25%) of all other times during which the Electronic Marquee is operational.

Article 16. Publicity, Video Messages, Signs & Banners

Section 16.01 Public Safety Announcements. During every Hockey Event and at all other times, THBC reserves the right to make and cause to be made public safety announcements, which may utilize the scoreboard and the ribbon board.

Section 16.02 Outdoor Advertisements. IHC acknowledges that, other than the Marquee Signage and the vehicles permitted pursuant to Section 13.12, no signs, banners or other promotional materials may be displayed by IHC on the exterior of the Event Center or on the Real Estate without THBC'S prior written approval.

Section 16.03 Signage and Banner Costs. IHC shall be responsible for its sign/banner production, installation, removal, and maintenance costs.

Article 17. Broadcasting & Digital Rights

Section 17.01 IHC Broadcast and Digital Rights. IHC shall retain all public and private photographic, recording and/or broadcasting rights for Hockey Events, whether digital or analog. Such rights include, but are not limited to, the right to broadcast or re-broadcast for any audience in any media, whether live or recorded, any Home Game or part of any Home Game. In addition, the League will also have rights to Home Game broadcasts. It is expressly understood that all copyrights in any such photography, recording or broadcast shall be owned by IHC and in no way shall THBC have any ownership right in or to the broadcast or any content in the broadcast. In no event shall THBC or anyone under its direction or control make any use of any photography, recordings or broadcasts of any Home Game other than for historical and marketing purposes absent the express written consent of IHC. To the extent that THBC obtains, by law or otherwise, a copyright or any other intellectual property or property right in any photo, recording or broadcast of any Home Game, THBC agrees to assign to IHC for no cost, fee or expense those rights, and to execute such documents reasonably required to give effect to such assignment.

Section 17.02 Broadcast Expenses. IHC shall be responsible for any expenses related to Home Game broadcasts (e.g., additional Internet connections). THBC will provide a dedicated Internet access line into the Event Center broadcast booth that meets IHC's specifications. IHC shall pay the monthly charge for such Internet access and may charge other users of the Event Center for such access.

Section 17.03 Recordings or Broadcasts. IHC retains any and all subsidiary rights in and to any recording or broadcast of any Home Game.

Article 18. Term

Section 18.01 Term. Except as otherwise set forth in this Agreement, the Term of this Agreement shall begin on the Effective Date and shall end on the date that is the twentieth (20th) anniversary of September 1, 2024 (the "**Initial Term**"). The Term shall be subject to renewal pursuant to Section 18.02 and to extension pursuant to Article 29 (Loss of Use by IHC). The actual duration of this Agreement is referred to herein as the "**Term**".

Section 18.02 Renewal Terms. IHC shall have the right to renew the Initial Term of the Agreement on the same terms two (2) times for a period of time in each case equal to the lesser of (a) five (5) years or (b) such period of time, if any, which shall not adversely affect the federal tax status of any outstanding federally tax-exempt obligations issued to finance or refinance the Facilities. To exercise such right to renew, IHC shall, not longer than one year nor shorter than six (6) months prior to the expiration date of the Initial Term or the first renewal period, provide written notice to THBC. Upon receipt of such written notice, THBC shall cause to be prepared by either or both (i) a certified public accountant knowledgeable in matters of tax-exempt bonds and/or (ii) nationally recognized bond counsel, an analysis pursuant to the Internal Revenue Code of 1986, as amended, and then in effect, including specifically Section 141 and Treasury Regulations Section 1.141, an analysis of whether the requested renewal, if authorized, would adversely affect the federal tax status of any outstanding federally tax-exempt obligations issued to finance or refinance the Facilities and, if so, the term of any such renewal which may be authorized without so doing. Upon receipt and review of such analysis, THBC shall then provide written notice to IHC of whether such renewal request will be accepted and, if so, the term thereof based upon the analysis.

Article 19. Alteration & Surrender of the Facilities

Section 19.01 Alterations. Except as otherwise permitted in this Agreement or approved in writing by THBC, IHC shall not make any alterations, improvements, additions, or changes to the Facilities. All such alterations, changes, additions, or improvements shall be at IHC's sole expense, and shall be abandoned or removed at the termination or expiration of this Agreement as set forth in Section 6.06 (Abandoned Property), unless THBC approves otherwise.

Section 19.02 Return Condition of Facilities. IHC shall return the Facilities to THBC at the expiration or termination of this Agreement in their original condition, together with approved improvements, reasonable wear and tear and damage by casualty excepted.

Section 19.03 As-Is Condition. Upon completion of the Event Center according to the approved plans disclosed to IHC and previously approved by the League, IHC shall accept all Facilities in as-is condition. THBC shall have no obligation to make any further capital expenditures but may do so at THBC'S sole discretion.

Article 20. License Fees

Section 20.01 License Fees. IHC shall pay to THBC license fees each year as set forth in this Article 20. Subject to proration as described further below, IHC shall pay to THBC the annual sum of $360,000.00 (the "**License Fee**") during the Term. IHC shall pay the License Fee in twelve (12) equal monthly installments each year during the Term in an amount equal to $30,000.00. Notwithstanding anything to the contrary in this Agreement or otherwise, (a) payments of such monthly installments of the License Fee shall not become due or payable until the first business day of the month immediately after substantial completion of the Event Center, (b) for purposes of clarity, the License Fee (and the monthly installments thereof) shall be prorated for the year in which substantial completion of the Event Center occurs based upon the number of months remaining in that year after substantial completion of the Event Center, and (c) after payment of the monthly installments of the License Fee commences, such monthly installments shall be due and payable on the first business day of each month thereafter until the end of the Term. Except as otherwise set forth herein, IHC shall have no obligation to reimburse THBC for, and the following shall be the sole obligation of THBC: (x) Home Game day expenses related to the operation of the Event Center; (y) general Event Center maintenance, upkeep, and operating expenses; and (z) Event Center capital repairs, replacements or improvements. IHC shall not owe a separate rent or license fee for the use of the Team store. As used herein, the term "substantial completion" of the Event Center shall mean the date that the initial construction of the Event Center is completed, with the exception of such items that constitute minor defects or adjustments which can be completed after occupancy without causing material interference with IHC's ability to use the Event Center for the purposes contemplated herein (i.e., "punch-list items"), as mutually agreed upon by the parties.

Section 20.02 Payment Terms. Except where otherwise noted, IHC shall pay to THBC any amount due under this Agreement within ten (10) calendar days after it is due.

Article 21. Notice to Parties

Section 21.01 Notice. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses by both email and U.S. first class mail, postage prepaid or hand delivered to the other party's authorized agent or to such other person or address as the parties may designate in writing and deliver as herein provided:

Notices to City of Fishers shall be sent to:

Mailing Address: City of Fishers, 3 Municipal Drive, Fishers, IN 46038. ATTN: Scott Fadness, Mayor
Email: fadnesss@fishers.in.us

With a copy to:

Mailing Address: City of Fishers, 3 Municipal Drive, Fishers, IN 46038. ATTN: Lindsey Bennett, City Attorney
Email: bennettl@fishers.in.us

Notices to THBC shall be sent to:

Mailing Address: City of Fishers, 1 Municipal Drive, Fishers, IN 46038. ATTN: Jay Bangert, President
Email: jbangert@hagermangc.com

With a copy to:

Mailing Address: Jennifer C. Messer, P.C., 202 E. 71st Street, Indianapolis, IN 46220.
ATTN: Jennifer Messer
Email: jennifercmesserlaw@gmail.com

Notices to IHC shall be sent to:

Mailing Address: Indiana Hockey Club, LLC, 12400 N. Meridian St., Suite 160, Carmel, IN 46032, James P. Hallett, Chairman
Telephone: 317-925-3835

A copy of any Notices to IHC shall be sent to:

Mailing Address: Brad Schwer, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204
Email: bschwer@taftlaw.com
Telephone: 317-713-3480

Section 21.02 Effectiveness of Notice. All notices sent in accordance with this Article 21 shall be deemed given and effective on the date delivered if made in person or on the date deposited if sent via overnight courier service.

Article 22. Safety

Section 22.01 Safety Obligations. THBC have final and complete authority on any issues relating to safety. IHC shall safely carry out its obligations under this Agreement. IHC agrees to prompt and complete compliance with all safety decisions made by THBC. Upon THBC'S reasonable request, IHC shall attend safety trainings.

Section 22.02 THBC's Consent of Other Risky Activities. IHC activities that increase insurance premiums, require permits, and/or increase risks to attendees (e.g., pyrotechnics) require THBC's prior written approval.

Article 23. Insurance

Section 23.01 IHC Insurance. IHC shall, either directly or indirectly, maintain with insurers licensed to do business in the State of Indiana, the insurance coverages outlined below at its sole cost and expense throughout the duration of this Agreement, including any extensions. Coverage must be with an insurer acceptable to THBC. The insurers must have minimum AM Best rating of A VIII. Such coverage shall insure against claims, resulting from personal injury, bodily injury to, or death of persons and damage to, or loss of, property, in, on or about the Real Estate, as follows in connection with IHC's acts or omissions:

(a) Commercial General Liability Insurance - Naming THBC and all of its and their respective lenders, licensees, subsidiaries and affiliates as well as each of their respective officials, directors, officers, partners, representatives, agents, successors, assigns, and employees (collectively, the "**THBC Insured Parties**" or individually a "**THBC Insured Party**") as additional insureds with the following minimum coverages and limits:

(i) $1,000,000 Per Occurrence Bodily Injury and Property Damage

(ii)	$1,000,000	Per Occurrence Personal and Advertising injury
(iii)	$5,000,000	General Aggregate
(iv)	$1,000,000	Products and Completed Operations Aggregate

General Aggregate to apply on a per location basis. The policy shall contain coverage for terrorism and shall not contain any exclusion except those customarily contained within the coverage form on such policies.

(b) Commercial Automobile Liability - In an amount of $1,000,000 combined single limit for bodily injury and property damage, covering all owned (if applicable), non-owned or hired (if applicable) automobiles used in the course of this Agreement.

(c) Host Liquor Liability - In a minimum amount of $5,000,000 per occurrence and $5,000,000 aggregate.

(d) Employers Liability - In a minimum amount of $1,000,000 each accident, $1,000,000 each employee and $1,000,000 policy aggregate, covering all employees, volunteers, temporary employees, and leased workers.

(e) Umbrella or Excess Liability - Naming THBC Insured Parties as additional insureds, in a minimum amount of $5,000,000 per occurrence, providing limits above the required Commercial General Liability, Commercial Automobile Liability, Host Liquor Liability, and Employers Liability primary limits. THBC retains the right to increase this limit requirement.

(f) Workers Compensation - In compliance with any and all statutes requiring such coverage in the State of Indiana, covering employees, volunteers, temporary workers and leased workers.

(g) Property - IHC shall be responsible for its own personal property, regardless of the type, to be insured on a replacement cost basis on a Special Causes of Loss form. Any such property insurance shall expressly waive any and all rights of subrogation against THBC Insured Parties.

If IHC engages any sub-licensees or independent contractors to complete or perform any work called for in this Agreement, IHC is responsible for maintaining evidence that all of the sub-licensees or independent contractors are compliant and maintaining the required insurance as though they were parties to this Agreement.

In the event IHC fails to procure, maintain, or pay for the required insurance as required of it in this Agreement during the Term, THBC shall have the right but not the duty or obligation to procure such insurance and pay the premiums, in which event IHC shall repay THBC within ten (10) calendar days of THBC'S demand, including all sums so paid by THBC.

All insurance procured/maintained by IHC, including the Umbrella or Excess Liability, shall be primary over insurance available to THBC Insured Parties. Any insurance

available to THBC Insured Parties shall be considered excess and non-contributing. Certificates of Insurance shall be provided to THBC or designated representative, evidencing that the required insurance has been obtained, and policies shall be made available for inspection upon request. The policies and certificates shall contain a provision that the Insurer will not cancel, non-renew or change in any material way the nature or extent of the coverage provided by the policy without first giving THBC thirty (30) calendar days prior written notice by certified or registered mail.

The insurance requirements set forth in this Agreement will in no way be intended to modify, reduce, or limit the indemnification herein made by IHC.

Any actions, errors, or omissions that may invalidate coverage for IHC insured shall not invalidate or prohibit coverage available to THBC Insured Parties.

Receipt by THBC of a Certificate of Insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by both parties.

Notwithstanding anything to the contrary in this Agreement, nothing herein requires IHC to provide insurance coverage for Claims against a THBC Insured Party in an amount that exceeds the applicable aggregate and individual liability limits of the Indiana Tort Claims Act, IND. CODE § 34-13-3 *et seq*., as amended; provided, however, such limitation on required insurance shall only apply to Claims subject to the Indiana Tort Claims Act., as amended.

IHC waives any claim against THBC for loss or damage that may be covered by a standard fire insurance policy with extended coverage endorsements and waives any right of subrogation with respect to any such loss or damage.

Section 23.02 THBC Insurance Waiver. THBC waives any claim against IHC for loss or damage that may be covered by a standard fire insurance policy with extended coverage endorsements and waives any rights of subrogation with respect to any such loss or damages.

Article 24. Indemnification & Defense

Section 24.01 IHC Indemnification. IHC agrees to indemnify, defend, and hold harmless THBC and its respective agents, officers, and employees from all Claims, caused by (a) IHC's breach of this Agreement; or (b) any tortious act or negligent omission by IHC and its agents, officers, and employees, if any in the performance of this Agreement.

Section 24.02 THBC Indemnification. Subject to the limitations set forth in Section 36.10, THBC shall indemnify, defend, and hold harmless IHC, its affiliates, and its and their respective agents, officers, and employees from all Claims caused by (a) THBC's or City's breach of this Agreement; or (b) any tortious act or negligent omission by THBC or City and any of their respective agents, officers, and employees, if any in the performance of this Agreement. Notwithstanding the foregoing or anything included herein to the contrary, IHC acknowledges and agrees that for

Claims subject to the Tort Claims Act, THBC shall not be responsible for indemnification in excess of THBC'S potential exposure pursuant to the Tort Claims Act.

Article 25. Non-Exclusive Use

Section 25.01 Non-Exclusive Use of the Facilities. IHC shall have use of the Facilities as set forth in this Agreement. IHC acknowledges that, from time to time, the use of various parts of the Event Center and Real Estate other than those areas which IHC has exclusive right will be used for Other Events. When a Home Game and Other Event is scheduled on the same day, IHC shall reasonably cooperate with THBC to allow the Event Center to host both the Other Event and the Hockey Event provided that there is no material, adverse impact on any such Hockey Event.

Article 26. Non-Discrimination

Section 26.01 IHC Non-Discrimination. Pursuant to IND. CODE § 22-9-1-10, IHC (and any entity and/or person affiliated with it) shall not discriminate against any customer, employee, or applicant for employment, to be served and/or employed in the performance of this Agreement, with respect to service, hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry.

Article 27. Confidentiality

Section 27.01 Access to Public Records Act. IHC understands and agrees that THBC is a public agency that is subject to the Indiana Access to Public Records Act ("**APRA**"), IND. CODE §5-14-3-1, *et seq*. Any information that is maintained by, filed with or received by THBC under the terms of this Agreement will be kept confidential by THBC only if the information is confidential under the APRA. IHC understands and agrees that data, materials, and information disclosed to IHC by THBC may contain confidential and protected data. THBC shall prominently mark and otherwise identify all data, materials and information that contain confidential and protected data (the "**Confidential Information**"). Confidential Information identified and disclosed to IHC for the purpose of this Agreement will not be disclosed by IHC to anyone other than its personnel, agents, attorneys, accountants and/or representatives or discussed with third parties without the prior written consent of THBC. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that (a) is or becomes part of the public domain through no fault of IHC or is subject to disclosure under the APRA, (b) is already known (at the time of disclosure) to IHC prior to disclosure of such information by THBC, (c) is subsequently received by IHC from a third party who IHC reasonably believes is not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation owed to THBC, or (d) is independently developed by IHC without access to any confidential or proprietary information of THBC.

Article 28. Approval of IHC's Contractors

Section 28.01 IHC Contractor Requirements. IHC may utilize contractors under this Agreement, but any such contractor shall meet all IHC's requirements under this Agreement and IHC remains fully responsible for any obligations.

Section 28.02 Approval of IHC Contractors. Prior to the commencement of work, IHC shall submit proposed contractors to THBC for approval. Where applicable, IHC may be required to use THBC's preferred vendors, provided that the cost and quality of work is substantially the same.

Article 29. Loss of Use by IHC

Section 29.01 Destruction of Event Center. In the event that the Event Center is partially or totally destroyed or damaged or otherwise rendered unusable, the License Fee shall be abated for the period during which the Facilities or any part thereof is unfit for use by IHC in proportion to the percentage of the area of the Facilities which is unfit for use by IHC bears to the area of the Facilities; provided, however, if the damage is such that the Event Center cannot be reasonably used for Hockey Events the Event Center shall be deemed unusable for purposes of this Section 29.01. THBC shall promptly restore and rebuild the Event Center to substantially the condition existing prior to such casualty subject to delays associated with Force Majeure and insurance adjustment; provided that, THBC shall not be required to restore or rebuild the Event Center if the cost of such work exceeds the amount of insurance proceeds available to THBC for such restoration or rebuilding or if such rebuilding or repair is not reasonably expected to be completed within the Term. If the cost of such work exceeds the amount of insurance proceeds available to THBC for such restoration or rebuilding or if such rebuilding or repair is not reasonably expected to be completed within the Term, then THBC may elect to proceed with the rebuilding or reconstruction of the Event Center, in its sole discretion.

If the cost of the rebuilding or repair does not exceed the amount of insurance proceeds available to THBC for such restoration or rebuilding and if such rebuilding or repair is reasonably expected to be completed within the Term, THBC shall: promptly repair, rebuild or restore all damaged improvements with respect to the Event Center so as to make the Event Center to be in at least as good condition as immediately prior to such damage or destruction. All such repair, rebuilding or restoration shall be at THBC's expense. IHC may, in its sole discretion, (a) suspend operations, or (b) terminate this Agreement if THBC has not promptly undertaken the repair rebuilding, and/or restoration within six (6) months after the casualty and completed such repair, rebuilding, and/or restoration within two (2) years thereafter. License Fee payments shall abate and not be due and payable until such time as IHC again commences playing regularly scheduled Home Games at the Event Center.

Section 29.02 Extension of Term. Any period in which IHC does not have use of the Event Center that prevents the Team from completing one or more Hockey Seasons shall automatically extend the Term, as applicable, to make-up for the lost Hockey Season(s).

Article 30. Force Majeure

Section 30.01 Force Majeure. Notwithstanding any other provision of this Agreement, the obligations of each of the parties hereto is subject to Force Majeure and such obligations shall be excused upon a Force Majeure.

Article 31. Termination for Default

Section 31.01 THBC Termination. THBC may terminate this Agreement without prejudice to

any rights and causes of action THBC may have against IHC, if:

(a) There is a material breach of this Agreement by IHC, and THBC has first given IHC prior written notice and sixty (60) days' opportunity to cure such breach, provided that such sixty (60) days shall be automatically extended if IHC has commenced a cure and is diligently pursuing such cure;

(b) IHC is judged bankrupt;

(c) IHC makes a general assignment for the benefit of creditors; or

(d) A receiver is appointed due to IHC's insolvency.

Section 31.02 IHC Termination. IHC may terminate this Agreement if THBC materially breaches any provision of this Agreement and IHC gives THBC prior written notice and sixty (60) days' opportunity to cure such breach, provided that such sixty (60) days shall be automatically extended if THBC has commenced a cure and is diligently pursuing such cure. Additionally, in the event IHC ceases to be a member in the League, IHC may terminate this Agreement upon one hundred eighty (180) days' notice to THBC; provided, however, unless IHC has filed for bankruptcy, IHC shall be liable for (a) payment of the License Fee, which License Fee shall continue to be paid pursuant to Article 20, and (b) for any obligations pursuant to provisions of this Agreement that by their express terms or nature survive termination.

Article 32. Damages & Additional Security

Section 32.01 Consequences of Material Breach. IHC and THBC agree that THBC would suffer damages if this Agreement were terminated due to a material breach by IHC. Such termination would impair the ability of THBC to meet debt payment obligations and could result in unplanned taxpayer obligations. In the event of a termination described in Section 31.01, THBC shall be entitled to recover its damages.

Section 32.02 Additional Security. IHC expressly waives the requirement of any additional security from THBC.

Section 32.03 Limitation of Damages. IHC and THBC agree that any claim under this Agreement shall be limited to actual proven damages and equitable relief (e.g., specific performance), but shall exclude any claim for indirect, remote, consequential, punitive, or similar type damages.

Article 33. Disputes

Section 33.01 Mediation. The parties shall attempt to resolve any disputes that may arise under this Agreement first by their respective executive officers or their designees discussing such dispute. If the parties are unable to resolve their dispute through the executive officers or their designees within thirty (30) days of notice of such dispute, the parties shall endeavor to resolve their dispute by mediation for a period of no more than an additional sixty (60) days (the "**Mediation Deadline**"). The parties shall mutually and in good faith select a mediator. The parties shall equally share the mediator's fees and any related filing fees. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached

between the disputing parties in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the dispute has not been resolved for any or no reason prior to the Mediation Deadline, any party may pursue litigation, subject to Section 36.08.

Section 33.02 Attorneys' Fees. In the event of any litigation that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its reasonable and documented attorneys' fees and costs incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings and includes attorneys' fees and costs incurred in the collection or enforcement of any judgment.

Article 34. Assignment, Sub-licensing & Successors

Section 34.01 Assignment. THBC and IHC bind their successors and assignees to this Agreement, and the successors and permitted assigns of the parties shall acquire the rights and benefits of the applicable party under this Agreement. IHC shall not assign this Agreement without the consent of THBC.

Section 34.02 Delegation of Obligations. THBC may delegate their obligations to authorized representatives.

Article 35. Representations and Warranties

Section 35.01 IHC Representations and Warranties. IHC represents and warrants to THBC that (a) the execution and delivery of this Agreement has been duly authorized on behalf of IHC, (b) IHC has obtained all necessary or applicable approvals to make this Agreement fully binding upon IHC, and (c) this Agreement is not subject to further acceptance by IHC when accepted by THBC.

Section 35.02 Representations and Warranties. Each of THBC and City represent and warrant to IHC that (a) the execution and delivery of this Agreement has been duly authorized on behalf of THBC and City, (b) each of City and THBC has obtained all necessary or applicable approvals to make this Agreement fully binding upon such party, (c) this Agreement is not subject to further acceptance by either City or THBC when accepted by IHC, and (d) neither City nor THBC are aware of any agreement, restriction, covenant, or other requirement which would either prohibit or materially adversely affect IHC's ability to operate from the Event Center for the intended purpose.

Article 36. Special Provisions Regarding Loge and Center Ice Club Seating

Notwithstanding anything included in this Agreement to the contrary, the following provisions, as specifically drafted, shall control with respect to Loge Seating and Center Ice Club Seating:

Section 36.01 Seating Description. The Event Center is designed to include one hundred (100) center ice club seats as depicted on Exhibit C (the "**Center Ice Club Seating**"), and one hundred nine (109) loge seats as depicted on Exhibit D ("**Loge Seating**" and together with the Center Ice Club Seating, the "**Private Seating**").

Section 36.02 Sale & Use of Private Seating- Hockey. For each Hockey Season and Football Season, IHC shall sell licenses for use of Private Seating during Hockey Events and Football Events. Subject to payment of the Facility Fee to THBC pursuant to Article 10, IHC shall be entitled to keep all revenue received from its sale of Private Seating pursuant to this Section 36.02.

Section 36.03 Sale & Use of Private Seating- Other Events. In addition to the license for use of Private Seating, as described in Section 36.02 above, IHC shall additionally sell a license for the right of first refusal ("**ROFR**") to use Private Seating for Other Events as follows: $500.00, per seat (the "**ROFR Other Event Charge**") in addition to the applicable Private Seating price. With payment of the ROFR Other Event Charge, licensees shall be entitled to (a) to purchase a ticket to use licensee's Loge Seating or Center Ice Club Seating, as applicable, for such Other Event prior to the date on which such Other Event tickets are publicly available for purchase, and (b) one parking pass for each Hockey Event and Football Event for every package of up to (4) Private Seating licenses sold with a minimum purchase of (2) Private Seating licenses (for the avoidance of doubt, FTHBC shall be required to provide only one (1) parking pass for packages of two (2), three (3) or four (4) Private Seating licenses). The price of any such Other Event ticket shall be the publicly advertised price determined by the promoter of such Other Event. The ROFR for any Other Event shall automatically terminate if a request to purchase an Other Event ticket is not received at least twelve (12) hours prior to the public on-sale for such Other Event. THBC shall furnish parking passes at no charge pursuant to this Section 36.03. Notwithstanding the foregoing or anything included herein to the contrary, IHC shall not be entitled to sell a license for a ROFR to any Volleyball Event.

Section 36.04 ROFR Other Event Charges. Within ten (10) days of receipt of any RFOR Other Event Charge, IHC shall (a) pay to THBC eighty percent (80%) of each ROFR Other Event Charge collected by IHC, and (b) retain twenty percent (20%) of each ROFR Other Event Charge collected.

Article 37. Miscellaneous

Section 37.01 Abatement or Cancellation for Failure to Deliver. Except as set forth herein, THBC shall not be liable for any failure to give possession of the Facilities to IHC upon commencement of the Term if such failure does not materially affect IHC's rights under the Agreement or is the result of: (a) the Facilities having been totally or partially destroyed by fire or otherwise being unfit for occupancy; or (b) the Facilities being unavailable for occupancy for any other cause or reason beyond the control of THBC. In the event of a material delay in the delivery of possession, then the parties shall agree upon a reasonable reduction in the License Fee with all other terms and provisions of this Agreement remaining in full force and effect.

Section 37.02 Access to Records. Each of (a) IHC and its agents and (b) THBC and its agents, shall have access at all reasonable times upon request to the other party's books, documents, papers, accounting records, and other evidence to the extent, but only to the extent, that such materials pertain to amounts owed or owing and/or payments made or to be made by such party to the other party under this Agreement. Each of IHC and THBC shall make such materials available for inspection by the other party or its authorized designees at its offices at all reasonable times during the Term and for three (3) years from the date of final payment under this Agreement. Copies shall be furnished at to the other party at no cost, if requested. Additionally, to the extent

that THBC has collected revenue that shall be paid to IHC pursuant to this Agreement, including, without limitation, revenue from single Hockey Event ticket sales, such information shall be timely provided to IHC in spreadsheets or other forms generally consistent with typical finance, accounting and bookkeeping standards.

Section 37.03 Acknowledgement of the Naming Rights Sponsor(s). IHC and THBC shall use commercially reasonable efforts, when referring to the Event Center, to use all relevant sponsorship logos and names of the Naming Rights Sponsor(s) in all promotional advertising and public communications that mention the Event Center.

Section 37.04 Approvals. Any matter that must be first approved, consented or agreed to by either THBC or IHC shall be (a) in writing and executed by an authorized representative of the applicable party or parties, and (b) in the case of any required agreements, shall be agreed to mutually and in good faith. Notwithstanding any other provision in this Agreement, Manager shall be the designated representative of THBC and is hereby authorized to consent to any matters that THBC is entitled to consent to under this Agreement. In the event that Manager is no longer the designated representative of THBC, THBC shall provide written notice to IHC and shall provide written notice of the replacement designated representative. Until IHC receives written notice of the replacement representative, Manager shall remain the designated representative of THBC. Except as otherwise provided in this Agreement, any such approval, consent, or agreement shall not be unreasonably withheld, conditioned, or delayed.

Section 37.05 THBC Rules and Event Rules. IHC shall, and shall cause its servants, agents, employees, contractors, licensees, patrons and guests to abide by such reasonable rules and guidelines as may from time to time be adopted by THBC and its staff for the use, occupancy, and operation of the Event Center and Real Estate.

Additionally, as further consideration and as a material inducement for IHC's satisfaction of its obligation hereunder, THBC shall, for all Hockey Events, operate the Event Center in accordance with the rules of conduct attached hereto as Exhibit B (the "**Event Rules**"), including without limitation (a) prohibiting attendees from entering Hockey Events with guns, firearms, knives and other devices or instruments sometimes used as weapons, and (b) conditioning attendance at Hockey Events upon attendees complying with the Event Rules.

Section 37.06 Entire Agreement. This Agreement, upon complete execution, contains the entire agreement of the parties and supersedes and replaces the Original Agreement. No prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

Section 37.07 Gender & Number. Wherever used or appearing in this Agreement, pronouns of the masculine gender shall include the female as well as the neuter gender, and the singular shall include the plural wherever appropriate.

Section 37.08 Governing Law & Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of law rules. Any action must be brought in a court of competent jurisdiction located in Hamilton County, Indiana. IHC and THBC each waive, to the extent permitted under applicable law: (a) the right to

a trial by jury; and (b) any right such party may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

Section 37.09 Headings. The headings of this Agreement are inserted for convenience of reference only and shall not be deemed to be a part thereof or used in the construction or interpretation thereof.

Section 37.10 Indiana Tort Claims Act. Notwithstanding the foregoing or anything to the contrary contained herein, IHC hereby acknowledges and agrees that THBC's financial exposure for certain Claims is limited by the Indiana Tort Claims Act, and THBC's obligation to indemnify and save IHC harmless from and against any and all Claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) arising out of or related to Claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Ind. Code § 34-13-3-4, as amended.

Section 37.11 Legal Proceedings. THBC and IHC shall promptly inform the other party of the commencement of any legal action or proceeding related to a Home Game or this Agreement.

Section 37.12 Legal Relationship. In the performance of this Agreement, THBC and IHC shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

Section 37.13 New Technology. If, during the Term, the equipment used to display, project or broadcast information with respect to the Event Center is replaced or the technology related to the display of any Signage or advertising changes, and such change necessitates a redesign or new production of the equipment used to display the Signage or advertising content, the parties shall mutually work together in good faith to plan for such transition. In all events, IHC shall continue to have the substantial equivalent visibility and exposure with replacement equipment or new technology. The cost of such equipment shall be borne by THBC. The cost of redesigning or reproducing content so as to be properly formatted for the new technology shall be borne by IHC.

Section 37.14 Review by Legal Counsel. Each party has had the opportunity to have this Agreement reviewed by legal counsel of its choosing.

Section 37.15 Replacement Rights. The parties acknowledge and agree that, during the Term, certain obligations of the parties with respect to specific tangible property (such as Signage around the Real Estate) may cease to be available or desirable due to advances in technology or otherwise may become impracticable due to the passage of time. The parties shall work together in good faith to provide a right of equivalent value to the other party.

Section 37.16 Severability. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful or unenforceable, it is agreed that the remainder of this Agreement shall remain in full force and effect.

Section 37.17 Taxes. THBC is exempt from federal, state, and local taxes. THBC shall not be responsible for any taxes levied on IHC as a result of this Agreement.

Section 37.18 IHC's Use of Facilities. IHC shall have during the time that IHC has the use of the Facilities, as more specifically set forth in this Agreement, the right, authority, license and privilege for and during the Term, to possess and occupy the Facilities without interruption by any party claiming under, by or through THBC or any third party. In the event IHC's use of the Facilities pursuant to this Agreement is materially affected, IHC may, at its option, terminate this Agreement in accordance with Article 31 (Termination for Default) and pursue all legal and equitable remedies available to it including damages from THBC or the third party who has materially affected IHC's rights under this Section 36.18, subject to Article 32 (Damages & Additional Security).

Section 37.19 Waiver and Modification. This Agreement may be modified upon written agreement signed by City, THBC and IHC. No right conferred on the parties under this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 37.20 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto.

[Signature Page Follows]

73453552

IN WITNESS WHEREOF, City, THBC and IHC have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures below hereby agree to the terms thereof.

INDIANA HOCKEY CLUB, LLC

By: _____
James P. Hallett, Chairman

Date: _____

CITY OF FISHERS, HAMILTON COUNTY, INDIANA

By: _____
Scott Fadness, Mayor

Date: _____

FISHERS TOWN HALL BUILDING CORPORATION

By: _____
Jay Bangert, President

[Signature Page to Event Center License Agreement]

EXHIBIT A

REAL ESTATE

EXHIBIT B

EVENT RULES

The Facilities shall be operated to comply with the following standards of conduct and prohibitions:

Fishers Event Center is a non-smoking, non-vaping and tobacco free campus. The use of any tobacco-based products, e-cigarettes and vaporizers, inside of the Event Center or within the immediate entrances, is strictly prohibited.

Additional prohibited items and behaviors at Fishers Event Center include, but are not limited to:

- Abusive, foul, or disruptive language.
- Animals (except service animals).
- Aerosol cans or pressurized containers.
- Bags that do not follow the Fishers Event Center clear bag policy, including diaper bags and personal camera bags that do not meet clear bag policy specifications.
- Batteries: Loose batteries, or batteries not used in a working, permitted device will not be allowed into the Event Center. Guests should be prepared to demonstrate the batteries operational use in a permitted device to security personnel upon request.
- Bottles, cans, glass, and other beverage containers.
- Cameras with lens longer than 3″ (non-detachable) and camera bags that do not meet clear bag policy specifications.
- Certain noisemakers, including but not limited to, whistles and horns.
- Chairs, booster seats, stools, or other seating devices.
- Devices deemed suspicious by Event Center security in its sole discretion are prohibited. Guests should be prepared to demonstrate any device's operational use upon request.
- Firearms, handguns, explosives and other incendiary devices or components thereof.
- Hover-boards.
- Illegal drugs, or harmful chemicals.
- Inflated balls, including beach balls, or any missile or object that can be used as a projectile.
- Interference with the progress of the event (including throwing objects).
- Knives of any length.
- Laptops or tablets.
- Large Umbrellas – Must be under 12 inches to be allowed in the building.
- Laser Pointers.
- Lights.
- Masks related to health provisions are permitted; Other masks that cover or conceal identity are not permitted.
- Outside food or beverages.

- Pyrotechnics and fireworks of any kind including, but not limited to, flares, smoke bombs, or incendiary devices.
- Remote controlled aircraft or unmanned aircraft systems (drones).
- Signs or flags (no larger than 2’ X 3’), shakers, pom-poms or any item with a pole or stick unless distributed by Fishers Event Center as a gate giveaway.
- Strollers or car seats.
- Thermoses/Cups.
- Ticket scalping.
- Trespassing, soliciting, peddling, and loitering.
- Tripods, monopods, and Selfie-Sticks.
- Weapons of any kind including, but not limited to, knives, pepper spray, stun guns, weapons, and firearms.
- Any other item or action deemed dangerous, unnecessary, inappropriate or suspicious in nature, by any Fishers Event Center team member.

Fishers Event Center Security personnel will review all unique circumstances on a case-by-case basis and reserves the right to deny access of items based on specific event requirements/requests and overall building policies.

All listed items are subject to change based on event.

Fans are encouraged to report inappropriate behavior to the nearest security personnel or Fishers Event Center team member.

EXHIBIT C

CENTER ICE CLUB SEATING

[TO BE ATTACHED]

EXHIBIT D

LOGE SEATING

[TO BE ATTACHED]

Restated Event Center License Agreement

Fishers Town Hall Building Corporation - City of Fishers - &
Indy Pro Volleyball

This RESTATED EVENT CENTER LICENSE AGREEMENT (this "**Agreement**") is entered into this _____ day of _____, 2024 (the "**Effective Date**") by and among the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation ("**THBC**"), City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation ("**City**"), and Indy Pro Volleyball, LLC, an Indiana limited liability company ("**Indy Volleyball**"), as follows:

Recitals

WHEREAS, City has undertaken the construction of the Event Center, which will be generally located Southeast of the USA Parkway and Ikea Way Roundabout in Fishers, Indiana, as further depicted on Exhibit A, attached hereto and incorporated herein (the "**Real Estate**"), for the benefit of Fishers, Indiana citizens and Indiana families to provide athletic contests and other types of entertainment, performances, and events that contribute to the educational, recreational, economic, and cultural development of the community (the "**Municipal Purposes**");

WHEREAS, City is a party to this Agreement for the exclusive purposes of (a) causing the construction of the Event Center, and (b) upon substantial completion, transferring and conveying the Event Center to THBC which will own, operate, and provide licenses for use of the Event Center;

WHEREAS, Indy Volleyball owns and operates a professional women's, indoor volleyball team (such team and any successor to, or assignee of, such team, the "**Team**") in the League;

WHEREAS, to accomplish the Municipal Purposes, THBC has committed to hold athletic competitions in the Event Center; ~~and~~

WHEREAS, Indy Volleyball desires to use the Facilities, including, without limitation, for the purpose of conducting Volleyball Events and other reasonably related uses when the Event Center is available; ~~.~~

WHEREAS, on or about October 30, 2024, Indy Volleyball, the City and the THBC entered into an agreement concerning Indy Volleyball's use of the Facilities (the "Original Agreement"); and

WHEREAS, this Restated Event Center License Agreement includes additional terms pursuant to which THBC shall operate the Event Center for Indy Volleyball's events, and this Agreement shall supersede and replace in full the Original Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, City, THBC and Indy Volleyball hereby agree as follows:

Article 1. Defined Terms

"Additional Use(s)" has the meaning set forth in Section 4.06.

"Agreement" has the meaning set forth in the preamble.

"APRA" has the meaning set forth in Section 26.01.

"Average Ticket Price" means the average ticket price realized by Indy Volleyball for the Volleyball Season immediately preceding the date of determination and shall be based on the average ticket price, of all Regular Volleyball Season tickets sold during the season, net of the Facility Fee. The amount of the Average Ticket Price may increase or decrease from year to year and shall be determinatively established as the amount reported by Ticketmaster or in a format mutually agreed upon by the Parties. The calculation of Average Ticket Price shall include discounted tickets, including ticket plans and group tickets, but shall not include complimentary tickets.

"Attendee(s)" means each ticketed individual in attendance at a Volleyball Event.

"Calendar Year" means the period from January 1st to December 31st, except for the first Calendar Year, which shall begin on the Effective Date and continue until December 31st.

"Center Ice Club Seating" shall mean one hundred (100) center ice club seats as depicted on Exhibit ---.

"City" has the meaning set forth in the preamble.

"Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

"Common Areas" means those areas within and about the Event Center and Real Estate that are held open for public use, including, without limitation, the Parking Facility, hallways, stairwells, elevators, entryways and sidewalks.

"Confidential Information" has the meaning set forth in Section 26.01.

"Effective Date" has the meaning set forth in the preamble.

"Electronic Signage" means the scoreboard video, ribbon board messages and all other digital messages displayed inside the Event Center, including without limitation TV Messages during Volleyball Events.

"Event Center" the Event Center building located on the Real Estate.

"Event Net Income" has the meaning set forth in Section 4.07.

"Event Rules" has the meaning set forth in Section 35.06.

"Facilities" means, individually or collectively, (a) the entirety of the Event Center, including but not limited to the seating and access thereto, the playing surface, and Common Areas; (b) the Visiting Team Facilities as described in Section 5.06; (c) the Team Locker Room as described in Section 5.05; and (d) other areas of the Event Center and/or Real Estate as may be designated or approved from time to time in the commercially reasonable discretion of THBC; provide that "Facilities" shall not include those areas that are not directly related to Volleyball

Events, including, without limitation, kitchen facilities, designated spaces like offices that are not specifically provided for Indy Volleyball's uses, boiler rooms and other areas reasonably deemed private by THBC.

"Facility Fee" has the meaning set forth in Section 10.01.

"Floor VIP Seating" means a temporary private seating area comprised of _____ seats available during all Home Matches and located on or near the volleyball playing surface as depicted in Exhibit _____, the final concept of such Floor VIP Seating shall be mutually determined by the Parties.

"Floor VIP Seating Sponsorship" means the right of a third party to have its name placed prominently in the area of the Floor VIP Seating during Home Matches. For the avoidance of doubt, any signage related to Floor VIP Seating Sponsorship shall only be displayed during Home Matches and shall be promptly removed following any Home Match and within the Volleyball Designated Time. Any entity purchasing and signage related to Floor VIP Seating Sponsorship is subject to the review and written approval of THBC.

"Force Majeure" means 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, lockouts, work stoppages, labor unrest, transportation stoppages, riots, wars, terrorism, acts of military authorities, national or state emergencies, floods, fires, earthquakes, tornadoes or acts of God, including without limitation pandemics, epidemics or shelter-in-place orders.

"Goodwill Obligation" means the obligation of Indy Volleyball and THBC not to (a) contract with or otherwise enter into an agreement with a person or entity regarding the Event Center, or (b) use the Event Center, in both cases of (a) and (b) immediately above, in a manner that will materially injure or damage the reputation and goodwill of Indy Volleyball or THBC, as applicable.

"Home Match(es)" means any Regular Season Matches or Play-Off Matches scheduled by the League and/or Indy Volleyball to be played as a home match during the Term of this Agreement, which shall be limited to a total of seventeen (17) Team volleyball matches including up to (a) fourteen (14) Regular Season Matches, and (b) three (3) Play-Off Matches.

"IHC" means the Indiana Hockey Club, LLC.

"IHC License" means that certain May 23, 2023 Event Center License Agreement by and among IHC, City and THBC, as amended and restated by that certain February____2024, Amended and Restated Event Center License Agreement by and among IHC, City, and THBC.

"Indy Volleyball" has the meaning set forth in the preamble.

"Indy Volleyball IP" has the meaning set forth in Section 12.03.

"Indy Volleyball Promotions" means agreements for promotional activities during Volleyball Events such as audio, advertisements, announcements, videos, displays, kiosks or tables inside the Event Center, or, upon prior written approval of THBC, other areas outside the Event Center.

"Kiosk Location(s)" has the meaning set forth in Section 5.04.

"Laws" means all applicable federal, state and local statutes, ordinances, laws, rules, regulations, covenants and declarations, including but not limited to those relating to the environment, safety, security, occupancy, sanitary, and health requirements, fire and safety codes and use of the Event Center.

"League" means the Pro Volleyball Federation's women's, indoor volleyball league, its successor, or any other professional women's indoor volleyball league in which the Team may participate.

"License Fee" has the meaning set forth in Section 19.01.

"Loge Seating" means the one hundred nine (109) loge seats as depicted on Exhibit __

"Manager" means ASM Global Arena Management LLC, a Delaware limited liability company, or any successor appointed by THBC to serve as Manager. When required by this Agreement to provide notice to the Manager, such notice shall be provided to the General Manager (currently, Mitch List at mlist@asmfishers.com).

"Mediation Deadline" has the meaning set forth in Section 32.01.

"Merchandise" has the meaning set forth in Section 12.01.

"Municipal Purposes" has the meaning set forth in the recitals.

"Naming Rights Sponsor" means the third party (which may change from time to time) who acquires, among other rights, the right to have its name placed prominently on the exterior of the Event Center, other locations on the outside and inside of the Event Center, but specifically excluding the Floor VIP Seating.

"Other Event(s)" means any event occurring at the Event Center or Real Estate that is not a Volleyball Event.

"Other Event Promotions" means agreements for promotional activities occurring at times other than during Volleyball Events such as audio, advertisements, announcements, videos, displays, kiosks or tables inside or outside the Event Center and on the large digital sign affixed to the Event Center.

"Parking Facility" means that certain parking property or properties generally located at and about the Event Center that shall be made available during Volleyball Events, for a charge, to park automotive transportation.

"Play-Off Match(es)" means any one of a series of Home Matches scheduled by the League to occur after the close of a Regular Volleyball Season during the Postseason Period to determine the ultimate champion of the League for such season, which shall include up to three (3) Team Home Matches.

"Postseason Period" means, subject to change by the League, generally the month of May.

"Premium Seating" means manifested seats (including bar stools) in the Event Center with respect to suites for all Volleyball Events, which Premium Seating is further depicted on Exhibit ----. "**Premium Seating**" shall also include any tickets a suite holder may purchase in addition to their manifested seats (e.g., standing room only tickets). Premium Seating shall not be interpreted to include Private Seating.

"Private Seating" means, collectively, Loge Seating and Center Ice Club Seating, as further depicted on Exhibit -----.

"Profit" has the meaning set forth in Section 9.02.

"Real Estate" has the meaning set forth in the recitals.

"Regular Volleyball Season" means the period from the opening of the Regular Season Matches to and including the last regularly scheduled Regular Season Match as set forth in each annual schedule established by the League, but exclusive of any Play-Off Matches.

"Regular Season Matches" means up to eighteen (18) volleyball matches played by the Team as part of the Regular Volleyball Season.

"Signage" means collectively (a) Temporary Signage, (b) Floor VIP Seating Sponsorship; and (c) Electronic Signage.

"Team" has the meaning set forth in the recitals.

"Team Locker Room" shall mean the area depicted on Exhibit A (generally known as "Locker Room #1"), including, without limitation, the showers, toilets, coach's office.

"Temporary Signage" means printed content on banners and flags of a fireproof material placed inside the Event Center during Volleyball Events and removed immediately following Volleyball Events and within the Volleyball Designated Time.

"Term" has the meaning set forth in Section 17.01.

"THBC" has the meaning set forth in the preamble.

"THBC Insured Parties" has the meaning set forth in Section 22.01(a).

"THBC IP" has the meaning set forth in Section 12.03.

"TV Messages" means video and audio messages on the TVs located throughout the Event Center.

"VIP Areas" means those areas designated by Indy Volleyball and THBC as hospitality areas within the Facilities, as further depicted on Exhibit----.

"Visiting Team Facilities" has the meaning set forth in Section 5.06.

"Volleyball Equipment" has the meaning set forth in Section 6.01.

"Volleyball Event(s)" means, individually or collectively, Home Matches together with pre-match and post-match events, festivities, activities and set-up occurring on the same day as Home Matches, which Volleyball Events shall occur within a six (6) hour period (the "**Volleyball Designated Time**"), unless otherwise agreed by THBC.

"Volleyball Related Event(s)" means volleyball events, distinct from Volleyball Events, where the volleyball team is charged to use and spectators are charged to attend the event (e.g., AAU volleyball and USA volleyball); provided however, Volleyball Related Events shall not be deemed to include volleyball events of school or local association volleyball teams (local leagues, elementary schools, middles school, non-sanctioned high school, church and/or other leagues), IHSAA volleyball teams or NCAA volleyball teams (individually or collectively, "**Independent Volleyball Event(s)**").

"Volleyball Season" means, subject to adjustment by the League, (a) the period from approximately January to May, and (b) if the Team plays in the post-season, the Postseason Period that typically occurs during May, as determined by the League.

Article 2. Purpose & Scope

Section 2.01 Occupying the Facilities. Indy Volleyball shall be granted and shall have during the Term the right and license to use and occupy the Facilities in accordance with this Agreement. Except as set forth in Section 2.03, nothing in this Agreement shall be construed to permit Indy Volleyball to use the Facilities for uses other than Volleyball Events without THBC's prior written consent; provided, however, subject to Section 5.05, Indy Volleyball shall be entitled to full use of the Team Locker Room throughout the term notwithstanding the occurrence of a Volleyball Event, all as further defined by Section 5.05.

Section 2.02 No Conflict. Indy Volleyball's use of the Facilities pursuant to this Agreement and THBC's use of the Event Center and Real Estate in all other respects shall be conducted in such a way to minimize conflict with the other party's revenue generating activities and, in the case of THBC, the Municipal Purposes; provided, however, THBC acknowledges and agrees that Volleyball Events will not conflict with the Municipal Purposes.

Section 2.03 Approval of Certain Events. Any Volleyball Related Event must first be approved by Indy Volleyball, which approval shall be deemed to occur, if Indy Volleyball does not respond to a written request for such Volleyball Related Event within _____ days of receipt of a written request.

Section 2.04 Survival of Terms. All rights and obligations created under the terms and conditions of this Agreement shall not extend beyond the Term except to the extent necessary to preserve the intent of the parties, including, without limitation, the rights and obligations of the parties in the following provisions: Article 22 (Insurance) and Article 23 (Indemnification &

Defense).

Section 2.05 No Ownership Rights. Anything herein to the contrary notwithstanding and without limiting Indy Volleyball's rights under this Agreement, Indy Volleyball shall not acquire any ownership property rights whatsoever in:

(a) the Event Center or Real Estate; or

(b) any equipment, furniture, fixtures (other than personal property acquired by or on behalf of Indy Volleyball) or other improvements inside or outside the Event Center, including, without limitation, equipment used to display Signage and advertising.

Article 3. Covenants

Section 3.01 Good Standing. During the Term, Indy Volleyball shall maintain its membership in good standing with the League. For purposes of clarity, Indy Volleyball may in its sole discretion (a) move the Team from time to time to a League that is different from the League in which it then currently competes, or (b) replace the Team with a different women's volleyball team that participates in the League or any League that is different from the League in which it then currently competes; provided any such new League in which the Team or its successor participates is either (x) a successor to the League in which the Team then currently competes and is reasonably equivalent in terms of the level of volleyball competition, or (y) is a League that is equal to or higher in quality of volleyball than that in which the Team then currently competes. If Indy Volleyball ceases to be a member in a League, this Agreement shall terminate.

Section 3.02 THBC Compliance. THBC shall comply in all material respects with the Laws. THBC shall not enter into any agreements which would materially and adversely affect Indy Volleyball's right to use the Facilities for the Volleyball Events during the Term.

Section 3.03 Indy Volleyball Compliance. Indy Volleyball shall comply in all material respects with the Laws. Indy Volleyball shall, at its sole cost and expense, obtain all permits and licenses (e.g., pyrotechnics) necessary to legally hold Volleyball Events, and shall provide copies of same to THBC prior to the date of any such Volleyball Event requiring a permit or license. Provided that THBC does not believe, in its commercially reasonable discretion, that the activity subject to such permit will cause personal injury, property damage, increase insurance premiums or alter the Event Center or Real Estate, THBC agrees to reasonably cooperate with Indy Volleyball in its efforts to obtain the same, and shall not actively oppose the grant of the same.

Article 4. Scheduling

Section 4.01 Scheduling of Other Events. Except as otherwise provided in this Agreement, THBC reserves the right to schedule the dates and times of use of the Event Center with respect to Other Events in its sole and absolute discretion.

Section 4.02 Volleyball Events - Regular Season Matches and Play-Off Matches. As soon as possible each year, but no later than _____ of each Calendar Year commencing with _____, Indy Volleyball and THBC shall determine the dates on which Indy Volleyball will play its Regular Season Matches for the upcoming Volleyball Season. THBC and Indy Volleyball shall use reasonable best efforts to schedule matches on days that are Thursday through Sunday and prioritize Saturdays that are not being utilized for Indy Fuel home hockey games or Other Events. If, however, the Event Center is needed for Other Events that cannot otherwise be scheduled by THBC, (a) upon ninety (90) days' written notice to Indy Volleyball prior to any scheduled Regular Season Match, THBC shall be entitled to reschedule up to three (3) Regular Season Matches, per Volleyball Season; and (b) upon forty-five (45) days' written notice to Indy Volleyball prior to any Playoff-Match, THBC shall be entitled to reschedule up to two (2) Playoff-Matches, per Volleyball Season.

The parties acknowledge and agree that (a) Play-Off Matches may occur from year to year during the Postseason Period depending on the success of the Team during the Regular Volleyball Season, (b) it will not be possible to ascertain whether dates will be required by the Team for Play-Off Matches until near the end of each Regular Volleyball Season, and (c) the parties will timely work, mutually and in good faith, to assist and cooperate with each other in order to schedule dates for Play-Off Matches.

Section 4.03 Release of Dates. Within five (5) business days after preparation of the League schedule for each round of Play-Off Matches in which Indy Volleyball participates, Indy Volleyball shall notify THBC in writing of the dates scheduled for the playing of Play-Off Matches in such play-off round, and other tentative dates through the end of such round shall be released and shall become available for use for Other Events that may be scheduled for the Event Center. As soon as it is reasonably clear that Indy Volleyball will not play in Play-Off Matches in any Volleyball Season, such tentative dates reserved pursuant to Section 4.02 shall be released and shall become available for use by THBC. Indy Volleyball and THBC agree to consult and reasonably cooperate to resolve any conflicts or disputes arising from the scheduling of Play-Off Matches.

Section 4.04 Cancellations. Indy Volleyball shall give THBC prompt notice of any Home Match cancellations or other schedule changes. In the event a match is cancelled or postponed, Indy Volleyball and THBC shall work together in good faith to reschedule the cancelled or postponed match to another date.

Section 4.05 Release of Events. In the event of a strike, work stoppage, League shutdown, or similar event which prevents Indy Volleyball from playing volleyball or otherwise presenting Volleyball Events, Indy Volleyball shall release Volleyball Event dates to THBC once it is determined by Indy Volleyball that Indy Volleyball will be unable to hold a Volleyball Event on such date.

Section 4.06 Use of Surface. Indy Volleyball (and the visiting volleyball team) shall have use of the volleyball playing surface at the Event Center on the day of a Home Match in the following manner: (a) if there is an event at the Facility the day before a Home Match, Indy Volleyball and the visiting team shall have (i) access to the Facility starting at 10:00 a.m., and (ii) access to the playing surface starting at 2:00 p.m.; and (b) if there is no event at the Facility on the day before a Home Match, Indy Volleyball and the visiting team shall have access to the Facility and playing

surface beginning at 9:00 a.m. Upon request, Indy Volleyball may additionally use the volleyball playing surface for some practices, training, and promotional/sponsorship engagements if the Event Center is available for such use ("Additional Use(s)") Within thirty (30) days of receipt of an invoice from THBC, Indy Volleyball shall reimburse THBC for all costs directly resulting from use of the Event Center for any such Additional Use.

Section 4.07 Volleyball Related Event(s). For each Volleyball Related Event or Independent Volleyball Events for which Indy Volleyball is primarily responsible for scheduling at the Event Center, Indy Volleyball shall receive a twenty percent (20%) commission on the Event Net Income for such Volleyball Related Event or Independent Volleyball Event. For purposes of this License "Event Net Income" shall mean the positive difference, if any, between THBC's revenue received as a direct result of hosting a Volleyball Related Event or Independent Volleyball Event minus the operating cost to host such Volleyball Related Event or Independent Volleyball Event, including, without limitation, (a) any and all expenses incurred or payments made for (i) event staffing including ushers, ticket takers, security and other event staff, and (ii) setup and cleanup; and (b) an equitable portion of electricity and water based on the average cost to operate the Event Center. Notwithstanding the foregoing or anything included herein to the contrary, Volleyball Related Events and Independent Volleyball Event shall be scheduled in THBC's sole discretion.

Article 5. Facilities

Section 5.01 THBC Access. Subject to Indy Volleyball's rights under this Agreement, THBC shall retain the right to control, manage, schedule, and operate the Real Estate, including the Facilities. When accompanied by Indy Volleyball's designee, THBC's designee may enter the Team Locker Room at reasonable times, provided that an Indy Volleyball designee shall not be required to be present in the case of an emergency requiring prompt action by THBC, in which case Indy Volleyball shall be provided notice as soon as reasonably practical.

Section 5.02 Volleyball Events. During Volleyball Events scheduled pursuant to this Agreement, Indy Volleyball shall have use of the Facilities for such Volleyball Events, including, without limitation, use of VIP Areas, space for pre-match and post-match hospitality events, and, subject to Section 5.06, the Visiting Team Facilities, referee and press room, as depicted in Exhibit A to this Agreement. Additionally, THBC shall work with Indy Volleyball to provide space for a trainer to work during Volleyball Events.

Section 5.03 VIP Areas. During Volleyball Events, Indy Volleyball shall have the use of VIP Areas and other space within the Facilities for pre-match and post-match hospitality events occurring within the Volleyball Designated Time.

Section 5.04 Team Store and Kiosks. Pursuant to the IHC License, IHC controls the Team Store. Indy Volleyball's use of Team Store is subject to the approval and written agreement of IHC and Indy Volleyball, and any such use shall be not greater than that provided to IHC pursuant to the IHC License. Indy Volleyball shall be entitled to locate kiosks and/or tables within the Event Center on the dates of Home Matches, and the THBC hereby approves the number, size and location of kiosks and/or tables in a manner as further depicted on Exhibit---, attached hereto and incorporated herein (individually or collectively, the "**Kiosk Location(s)**"). The kiosks and/or

tables and the merchandise located thereon (a) are the sole responsibility and liability of Indy Volleyball, and (b) shall not be located within the Event Center except during the Volleyball Designated Time. Upon written request of Indy Volleyball and approval of THBC, the Game Day Set Up may be modified.

Section 5.05 Team Locker Room. Throughout the Term, Indy Volleyball shall have the exclusive use of the Team Locker Room subject to the limitation provided herein. Indy Volleyball shall have the right to decorate and/or brand the Team Locker Room, which decorations/branding shall be subject to the pre-approval of THBC. Indy Volleyball shall not have access to the Team Locker Room (i) during Other Events, or (ii) during a six-hour period before and after any such Other Event, during which time THBC may utilize the Team Locker Room for Other Events, but in no instance shall the Team Locker Room be utilized by (i) IHC and/or its visiting teams or, (ii) the Fishers Freight and/or its affiliated teams unless Home Matches have concluded for Indy Volleyball's then current Volleyball Season.

Section 5.06 Visiting Team Facilities. On the day of Volleyball Events, Indy Volleyball shall have use of the visiting team locker room, showers and toilets (the "**Visiting Team Facilities**"); provided, however, if a Volleyball Event is scheduled on the same day as an Other Event, the Visiting Team Facilities shall only be available during the Volleyball Designated Time. Additionally, if an Other Event is not scheduled on the day prior to a Volleyball Event, the Visiting Team Facilities shall be available to Indy Volleyball and its designees one (1) day prior to such Volleyball Event.

Section 5.07 Maintenance - Premises Generally & Common Areas. THBC shall use diligent efforts to ensure that (a) the Event Center and Real Estate remain in compliance with the Laws, (b) are clean and in good operating condition, ordinary wear and tear excepted for a building of this type used for the intended uses, including for League professional volleyball exhibitions. Without limiting the foregoing, THBC covenants and agrees that it shall carry out regular maintenance of the Event Center, including all necessary cleaning and repairs, except as otherwise provided in this Agreement. Indy Volleyball shall be responsible for all other cost of any improvements or changes to the Event Center resulting from or by reason of any change in League requirements. Moreover, except as otherwise stated herein, Indy Volleyball shall be responsible for the cost of any improvements or changes (subject to prior THBC approval) to the Event Center (a) necessitated by any act or neglect of Indy Volleyball, the Team, or any visiting volleyball team and/or (b) resulting from or by reason of any other invitee of Indy Volleyball or the Team, except paying ticket holders and except for such ordinary repairs which are caused by normal volleyball team play. Moreover, THBC shall keep and maintain all Common Areas in a clean, open and safe condition consistent with the Laws. Indy Volleyball will not impair or impede use of the Common Areas around or within the Event Center and shall otherwise position its tables and kiosks in compliance with the Laws.

Article 6. Equipment

Section 6.01 THBC Equipment. THBC shall acquire and provide the use of up to One Hundred Twenty-Five Thousand and no/100 Dollars ($125,000.00) (the "Allowance") of personal property, as determined in writing by Indy Volleyball and required to host Home Matches, which personal property is anticipated to include but not be limited to a volleyball surface that meets League

standards and customary levels and other indoor volleyball equipment (individually or collectively, the "**Volleyball Equipment**"). All requests for Volleyball Equipment shall be made by Indy Volleyball to THBC by submitting in writing such requests to the Manager. To the extent that THBC determines that it has available storage space, in its sole discretion, THBC shall provide storage space for such Volleyball Equipment. Additionally, THBC shall provide and maintain each of the following:

(a) Public address sound system;

(b) Scoreboard (and any other scoreboard later installed, as applicable); and

(c) Seating areas

(individually or collectively, the "Facility Fixture(s)")

Section 6.02 THBC Repair Obligation. THBC shall be responsible for normal wear and tear, damage, casualty losses, replacement, and other impairments of the Facility Fixtures, provided that Indy Volleyball shall be responsible for damage to the Facility Fixtures caused by the Team or the visiting team (excluding for purposes of clarity normal wear and tear).

Section 6.03 Surface Maintenance. For Home Matches, THBC shall provide and maintain a volleyball surface that meets League standards and customary levels, which includes placing a basketball court over the ice rink; provided, however, Indy Volleyball shall reimburse THBC $1,500.00 per Home Match (the "Court Installation Fee") for the labor costs resulting from installing the basketball court beginning in the 2027 Volleyball Season, which Court Installation Fee shall be paid to THBC within thirty (30) days of any such Home Match . Indy Volleyball shall have no obligation to pay the Court Installation Fee for any Home Match played in the Event Center from the Effective Date through the completion of the 2026 Volleyball Season (which exemption shall be reasonably extended should substantial completion of the Event Center be delayed in order to allow Indy Volleyball to receive two (2) full Volleyball Seasons without charge of the Court Installation Fee).

Section 6.04 In-Surface Signage and Bolt 6 Technology. Indy Volleyball shall pay all costs associated with on-court surface signage and Bolt 6 Technology, if any, including, without limitation, maintenance and repair of such signage and Bolt 6 Technology; provided however, if portions of the Allowance are not used for Volleyball Equipment, any remaining portion of the Allowance may be used to acquire Bolt 6 Technology or any other personal property required to host Home Matches. Further, Indy Volleyball shall be exclusively liable for the Bolt 6 Technology, including, without limitation, for the installation, programming, use and storage of Bolt 6 Technology.

Section 6.05 Abandoned Property. Forty-Five (45) calendar days after the termination or expiration of this Agreement, any property left in the Event Center by Indy Volleyball shall become property of THBC to be utilized or disposed of at THBC's discretion. Indy Volleyball shall be responsible for any reasonable out-of-pocket disposal costs, which amounts shall be paid to THBC within thirty (30) days of THBC providing an invoice for any such expenses. This Section 6.05 shall survive termination of this Agreement.

Article 7. Crowd Behavior

Section 7.01 Ejection of Invitees. THBC reserves the right to eject any unruly or disruptive person from the Event Center. THBC shall use best efforts to remove or reject any such person in a manner that is as minimally disruptive as possible under the circumstances.

Article 8. Personnel, Responsibilities & Coordination

Section 8.01 Cooperation. Indy Volleyball and THBC will work jointly to provide a quality entertainment experience with respect to the Event Center. THBC has initially retained the Manager to manage and operate the Event Center, and Indy Volleyball and the Manager shall regularly meet to discuss operation of the Event Center with respect to Volleyball Events. Upon reasonable request of Indy Volleyball, THBC shall make available THBC representatives to meet concerning Indy Volleyball's use of the Event Center.

Section 8.02 Employees and Contractors. Indy Volleyball and THBC will pay their respective employees and contractors without any expectation of reimbursement from the other party.

Section 8.03 THBC Year-Round Employees and Contractors. Throughout the Term during normal business hours, THBC shall provide employees and contractors for:

(a) Ticket management, ticket sales at the Event Center box office, and customary box office services;

(b) Housekeeping/janitorial and building maintenance service in the Event Center; and

(c) Security as customarily provided with respect to the Event Center.

Additionally, during Volleyball Events, THBC shall provide thirty (30) reserved parking spaces, free of charge, in the area depicted on Exhibit A for Indy Volleyball employees and personnel.

Section 8.04 THBC Employees and Contractors. During Volleyball Events, THBC shall provide employees and contractors for:

(a) Ticket sellers in the Event Center box office (For the avoidance of doubt, Indy Volleyball shall utilize the Event Center's contracted, exclusive automated ticketing partner for the sale of all individual Volleyball Event tickets, including, without limitation, sales on the Internet, by telephone, computer, IVR, outlets, television, clubs, auctions, VIP packages, presales, upsells, or by any other means of distribution, whether existing now or at any time in the future), ticket takers, parking attendants, concessionaires, ushers, and security inside and outside the Event Center to meet reasonable League standards;

(b) Surface maintenance, set-up, and take-down to meet reasonable League standards;

(c) Pre-match and post-match housekeeping/janitorial to meet reasonable League standards;

(d) Medical personnel (and ambulance) for spectators/guests and at least two (2) AED units to meet reasonable League standards; and

(e) Lighting and sound technician personnel, provided that Indy Volleyball shall reimburse THBC for its actual costs incurred.

Section 8.05 Indy Volleyball Year-Round Employees and Contractors. Throughout the Term, Indy Volleyball shall provide employees and contractors for:

(a) Its professional volleyball and business operations;

(b) Sales, marketing, and creative services;

(c) Inventory maintenance and staffing for the Team kiosks;

(d) Accounting and bookkeeping, as needed; and

(e) Concierge and other service providers necessary for a VIP experience in the VIP Areas; provided, however, that THBC shall be exclusively responsible for all concession and concession sales in such VIP Areas.

Section 8.06 Indy Volleyball Home Match Employees and Contractors. For Home Matches, Indy Volleyball shall provide employees and contractors for:

(a) A women's, indoor professional volleyball match between the Team and League opponent in conformity with League rules and regulations;

(b) Players, coaches, trainers, and uniforms/equipment to meet League standards and customary levels;

(c) Referees and other League contractors to meet League standards and customary levels;

(d) Medical personnel (and ambulance), including EMT(s), for players to meet League standards and customary levels;

(e) Match operations to meet League standards and customary levels;

(f) Indy Volleyball kiosk and table sales and customer services; and

(g) Audio/video/camera operators, scoreboard and ribbon board operator/s, and public address personnel to meet League standards and customary levels.

Section 8.07 Pre/Post-Match Activities. For the avoidance of doubt, Indy Volleyball shall be entitled to use the Facilities during Volleyball Events (e.g., events with players, VIP events). Unless otherwise approved by THBC, the pre/post-match activities shall occur within the Volleyball Designated Time.

Section 8.08 Extended Volleyball Events. Indy Volleyball shall be responsible for any incremental costs actually incurred by THBC from Indy Volleyball activities that (a) materially extend beyond the Volleyball Designated Time, and (b) are scheduled to occur on dates other than on the day of Volleyball Events.

Article 9. Concessions & Beverages

Section 9.01 Concessionaire. THBC shall identify an entity to oversee and provide concessions at the Event Center (the "**Concessionaire**"). THBC shall approve in its commercially reasonable

discretion and cause the Concessionaire to reasonably cooperate with Indy Volleyball to provide for promotions from time to time, so long as the material terms and conditions are commercially reasonable.

Section 9.02 Food and Beverage Revenues. For each Home Match, THBC shall be entitled to retain an amount equal to (a) one hundred percent (100%) of all Profit generated from food and beverage sales at the Event Center up to Fifteen and no/100 Dollars ($15.00), per Attendee at each Home Match. Any Profit in excess of Fifteen and no/100 Dollars ($15.00), per Attendee at each Home Match, shall be split evenly (e.g., 50/50) between THBC and Indy Volleyball. For example, and without limitation, if 2,000 Attendees attend a Home Match and the average food and beverage Profit for such Home Match is $16.00, per Attendee, THBC shall retain $31,000.00 ($15 x 2,000 (+) $0.5 x 2,000) and THBC shall pay Indy Volleyball $1,000.00 ($0.5 x 2,000). For purposes of this Section 9.02 "Profit" shall mean the positive difference, if any, between THBC's revenue received from food and beverage sales minus THBC's operating expenses directly resulting from food and beverages sales, which operating expenses shall include, without limitation, the following: credit card fees, taxes, labor and the cost of goods sold.

Section 9.03 No Other Beverage or Food Sales. Without THBC approval, Indy Volleyball shall not sell any food and beverage items in the Event Center.

Article 10. Ticketing, Parking & VIP Seating

Section 10.01 Ticket Prices. Indy Volleyball shall determine the prices and terms upon which Volleyball Event tickets shall be sold; provided that Indy Volleyball shall charge a Three and no/100 Dollars ($3.00) facility fee (the "**Facility Fee**") for each Volleyball Event ticket actually paid for and not refunded, including tickets sold outside the box office such as ticket plans, group tickets and tickets for Premium Seating.

Section 10.02 Ticket Database. THBC will endeavor to cause its ticketing contractor to work with Indy Volleyball, including, without limitation, utilizing the ticketing contractor's database information for sales and marketing purposes.

Section 10.03 Ticket Sales. Except for the Facility Fee and any Ticketmaster (or any successor) service charge, THBC shall not add any other service charges to ticket sales for Volleyball Events; provided, however, credit card fees may be added or subtracted from the ticket price, in the sole discretion of THBC (meaning, credit card fees are the expense of Indy Volleyball or may be added to the price of tickets). Except for the Facility Fee (as defined in Section 10.01), Ticketmaster rebates, and Party Suites (as described in Section _____) , Indy Volleyball shall be entitled to retain one hundred percent (100%) of all manifested ticket sale revenue generated from each Volleyball Event, including without limitation, Private Seating and Floor VIP Seating

Section 10.04 Ticket Expenses. Indy Volleyball shall be responsible for the cost of Volleyball Event ticket stock and printing the tickets.

Section 10.05 Bad Debts. THBC shall be responsible for any bad charges from Volleyball Event ticket sales unless Indy Volleyball does not use THBC's ticketing system for such Volleyball Events. THBC shall not accept checks for payment of ticket sales.

Section 10.06 Ticket Refunds. Indy Volleyball shall be responsible for any Volleyball Event

ticket refunds.

Section 10.07 THBC & Indy Volleyball Ticket Sale Authorization. For clarity, THBC shall only be authorized to sell single Volleyball Event tickets in accordance with Section 8.04(a) (as opposed to groups sales, partial ticket plans, seasons tickets, Premium Seating, and Private Seating tickets, which tickets Indy Volleyball shall have the exclusive right to sell).

Section 10.08 Parking Fees. THBC shall be entitled to retain one hundred percent (100%) of all parking revenue generated from the Parking Facility in connection with Volleyball Events. During the first full ten (10) Calendar Years, THBC shall not charge, and shall cause any applicable vendor or agent not to charge, more than ten dollars ($10) per vehicle for Volleyball Event parking. Thereafter, any increases in the rate of Volleyball Event parking shall be commercially reasonable and consistent with parking charges at facilities like the Event Center and for events like professional volleyball matches.

Section 10.09 Parking for Event Customers. THBC shall provide a reasonable number of parking spaces and reasonable locations for Volleyball Event customers.

Section 10.10 Premium Seating Revenue. THBC shall reimburse Indy Volleyball for Premium Seating to Volleyball Events as follows: (i) One Hundred Sixty-Eight Thousand and no/100 Dollars ($168,000) for the 2025 Volleyball Season, and (ii) for each season thereafter, the Average Ticket Price multiplied by the number of Premium Seating multiplied by the number of Home Matches. The parties acknowledge and agree that the reimbursement structure for Premium Seating Revenue is specifically limited to the initial term of this Agreement. THBC agrees to work in good faith with Indy Fuel to amend the Indy Fuel License to allow Indy Volleyball to sell Premium Seating for its Home Matches; provided however, Indy Volleyball understands that, currently, Indy Fuel has the exclusive right to sell Premium Seating. For the avoidance of doubt, "in good faith" shall not be deemed to include the obligation to incur additional costs or expenses related to negotiating with Indy Fuel. THBC acknowledges and agrees not to extend or otherwise amend any other suite agreement beyond their initial term without, in each instance, Indy Volleyball's consent. THBC shall furnish at no charge a minimum of one parking pass for every four (4) Premium Seating seats sold.

[*Parties to Discuss Ignite Suite- opportunity to partner with another entity for just Ignite Season, and access to any suite whereby notice to attend Ignite Match has expired*]

Section 10.11 Private Seating and Floor VIP Seating Revenue. Indy Volleyball has the sole and exclusive right to sell (i) Private Seating, and (ii) Floor VIP Seating, to Volleyball Events. Indy Volleyball shall be entitled to one hundred percent (100%) of revenue resulting from the sale of all Private Seating and Floor VIP Seating for Volleyball Events. For the avoidance of doubt, THBC shall receive the Facility Fee on all tickets sold to Volleyball Events, including, without limitations, Private Seating and Floor VIP Seating.

Section 10.12 Party Suites; Additional Suite Tickets. With respect to party suites, as depicted on Exhibit--, and any additional tickets sold to suite holders which do not appear on the manifest, Indy Volleyball shall be entitled to, as described in Section 10.03 above, eighty percent (80%) of all ticket sale revenue generated from each Volleyball Event during the Term (including, without

limitation, box office fees, and ticket provider rebates).

Section 10.13 Floor VIP Seating Sponsorship. Indy Volleyball shall be entitled to retain one hundred percent (100%) of the revenue generated from the sale of the Floor VIP Seating Sponsorship. Indy Volleyball shall have the exclusive right to sell the Floor VIP Seating Sponsorship, subject to the THBC's commercially reasonable approval.

Section 10.14 Attendance Bonuses. THBC shall pay Indy Volleyball an attendance bonus for each Volleyball Season. On or before the June 1st immediately prior to the next Volleyball Season (except for the 2025 Volleyball Season, which notice shall be provided before January 1), Indy Volleyball shall provide notice that it elects one of the following attendance bonus structures: (a) Three and no/100 Dollars ($3.00) for each Attendee (i.e., the drop count) during the upcoming Volleyball Season (including Play-Off Matches and calculated on a cumulative basis) in excess of 3,000 ticketed individuals in attendance multiplied by each Home Match, (the "$3 Bonus"); (b) Four and no/100 Dollars ($4.00) for each Attendee (i.e., the drop count) during the upcoming Volleyball Season (including Play-Off Matches and calculated on a cumulative basis) in excess of 4,000 ticketed individuals in attendance multiplied by each Home Match, (the "$4 Bonus"), or (c) Five and no/100 Dollars ($5.00) for each Attendee (i.e., the drop count) during the upcoming Volleyball Season (including Play-Off Matches and calculated on a cumulative basis) in excess of 4,500 ticketed individuals in attendance multiplied by each Home Match (the "$5 Bonus"). For example, and without limitation, if prior to June 1, 2025, Indy Volleyball selects the $4 Bonus for the 2026 Volleyball Season and plays 14 Home Matches and 70,000 Attendees attend Volleyball Events, THBC shall pay to Indy Volleyball $56,000.00 ((70,000 – (4,000 x 14)) x $4). THBC shall pay Indy Volleyball such bonus within thirty (30) days of the end of the Volleyball Season.

Article 11. Event Settlement

Section 11.01 Collections of Ticket Sales. THBC shall collect on behalf of Indy Volleyball and pay to Indy Volleyball within ten (10) calendar days of each Volleyball Event the face value of all single Volleyball Event tickets sold in connection with such Volleyball Event. When such payment is made, THBC shall submit to Indy Volleyball a reasonably detailed report showing such ticket sales.

Section 11.02 Facility Fee Payments. THBC shall be entitled to offset the Facility Fee amount owed to THBC against amounts owed to Indy Volleyball pursuant to Section 11.01; provided, however, such offset shall be clearly documented and provided to Indy Volleyball for review.

Article 12. Merchandising & Intellectual Property

Section 12.01 Sale of Merchandise. Indy Volleyball shall have the right to sell and shall retain one hundred percent (100%) of all revenues from sales of products, programs, promotional equipment and materials, novelties, and related items whether sold through the Team store, online, tables, kiosks or any other means (the "**Merchandise**") regardless of whether such sales occur before, during or after Volleyball Events.

Section 12.02 Restrictions on Merchandise. THBC reserves the right to prohibit sales of Merchandise in the Team store that it determines, in its reasonable discretion, violates the Goodwill Obligation.

Section 12.03 Intellectual Property Ownership. Indy Volleyball and THBC acknowledge and agree that (a) all trademarks, service marks, copyrights, logos, and names related to the Event Center (collectively, "**THBC IP**") are the sole and exclusive property of THBC, and (b) all trademarks, service marks, copyrights, logos, and names related to the Team and/or Indy Volleyball (collectively, "**Indy Volleyball IP**") are the sole and exclusive property of the League or Indy Volleyball, as applicable. Subject to the terms of this Agreement, THBC shall not use Indy Volleyball IP, and Indy Volleyball shall not use THBC IP, without permission of the applicable owner. Notwithstanding the foregoing, and for no additional consideration and for the duration of the Term, (x) THBC expressly licenses to Indy Volleyball, THBC IP in connection with Merchandise and other activities of the Team that are not contrary to the Municipal Purposes, provided that the Merchandise also contains Indy Volleyball IP or other intellectual property of Indy Volleyball or its designee, and (y) Indy Volleyball expressly licenses to THBC Indy Volleyball IP in connection with THBC's marketing and promotion of the Team or the Event Center, provided that such marketing and promotion also contains THBC IP or other intellectual property of THBC or its designee. For purposes of quality control and maintaining active ownership and control of the respective THBC IP and Indy Volleyball IP, each party shall have the right to review the types and quality of merchandise sold. If, in the commercially reasonable judgment of a party, the other party is selling merchandise that is not of a satisfactory type or quality and that potentially violates the Goodwill Obligation, the party may require the other party to (i) refrain from selling any such product; or (ii) remove THBC IP or Indy Volleyball IP, as applicable, from such product. Indy Volleyball shall have up to six (6) months following the date of termination of this Agreement to continue selling Merchandise inventory bearing THBC IP existing at the time of such termination. This Section 12.03 shall survive termination of this Agreement.

Section 12.04 Retention of Intellectual Property. Except as provided in this Agreement, nothing in this Agreement shall be deemed to provide Indy Volleyball with any rights in the intellectual property currently or in the future owned by THBC. Therefore, THBC retain all intellectual property rights including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logo, name and colors and does not grant any form of license whatsoever to Indy Volleyball for the use of such intellectual property rights outside the very limited use that is granted in this Agreement. Likewise, nothing in this Agreement shall be deemed to provide THBC with any rights in the intellectual property currently or in the future owned by Indy Volleyball, its parent company or any subsidiary or affiliate of Indy Volleyball. Therefore, Indy Volleyball retains all intellectual property rights including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logo, name and colors and does not grant any form of license whatsoever to THBC for the use of such intellectual property rights outside the very limited use that is granted in and made necessary in this Agreement.

Section 12.05 Sponsorship Requirement. Indy Volleyball shall include in its sponsorship agreements a requirement that the applicable third-party sponsor (a) grant to the THBC and Indy Volleyball, the right to use its applicable intellectual property related to such sponsorship; and (b) represent and warrant to Indy Volleyball that such third-party sponsor has the right and authority to provide such license to THBC and Indy Volleyball.

Article 13. Naming Rights & Promotions

Section 13.01 Naming Rights. THBC shall cause the name and logo of the Event Center (as mutually agreed by THBC, IHC and the Naming Rights Sponsor) to be included as follows among others:

(a) logo placed on media backdrop used by THBC or Indy Volleyball in Event Center;

(b) logo on Event Center schedules for Volleyball Events and other activities;

(c) name and/or logo on all Event Center tickets for Volleyball Events and other activities;

(d) full page ad in Home Match printed Event Center programs (if applicable); and

(e) the Naming Rights Sponsor's name around the Team logo on the playing surface.

Section 13.02 Sponsorships. Indy Volleyball shall have the exclusive right, without infringing upon the intellectual property rights of THBC, other licensees/tenants or third parties, to sell the Floor VIP Seating Sponsorship, which shall be subject to THBC's approval in its commercially reasonably discretion. Indy Volleyball shall not enter into any sponsorship agreement that extends beyond the Term without the express written consent of THBC. THBC has provided IHC the exclusive right to sell certain Sponsorships (as specifically defined in the IHC License). To the extent that IHC authorizes Indy Volleyball to sell additional Sponsorships, additional Sponsorships shall be sold consistent with and pursuant to the IHC License, including, without limitation, seeking the approvals described in Section 13.04 hereof.

Section 13.03 Signage Revenues. Indy Volleyball shall have the exclusive right to sell Temporary Signage and Electronic Signage at Volleyball Events. All agreements between Indy Volleyball and third parties relating to Temporary Signage shall be subject to THBC's commercially reasonable approval.

Section 13.04 Promotions Revenues. Indy Volleyball shall have the exclusive right to sell and retain all revenues with respect to Indy Volleyball Promotions. THBC and entertainers or entertainment entities scheduled to perform at the Event Center shall be entitled to Other Event Promotions.

Section 13.05 Sponsorship Notices. Notwithstanding Section 35.05 (Approvals), Indy Volleyball shall notify THBC in advance in writing of any prospective sponsor, related artwork and schematic drawings with respect to a Sponsorship and any related Signage. THBC shall notify Indy Volleyball within five (5) business days whether it approves such sponsor and such artwork and the failure by THBC to provide such notice timely shall be deemed approved, it being understood

that such sponsor and such artwork shall not contravene Municipal Purposes or the Goodwill Obligation.

Section 13.06 Miscellaneous Advertising. Indy Volleyball shall have the exclusive right to sell, and retain all revenues for, the following in connection with Sponsorships, which Sponsorships shall be subject to THBC's approval in its commercially reasonable discretion, and which shall not be an exclusive list of Indy Volleyball's rights with respect to Sponsorships:

(a) Activities at other mutually agreed parking areas for Volleyball Events;

(b) 50/50 drawings, if permitted by law for Volleyball Events; and

(c) Home Match ticket backs.

Section 13.07 Retained Rights of THBC. THBC shall have the right to use the Event Center in any manner that does not impede the rights of Indy Volleyball provided herein, which rights, in addition to all others, include, but are not limited to:

(a) THBC shall have the right of an Event Center licensee/tenant during Other Events, including the right to cover and remove Signage; and

(b) the right to authorize its licensees/tenants to erect Temporary Signage and place kiosks on and around the floor and concourse of the Event Center as part of activities during Other Events.

Section 13.08 Indy Volleyball Revenues. Indy Volleyball shall bill, collect and retain all Sponsorship revenue.

Article 14. Electronic Signage

Section 14.01 Electronic Signage; Ownership and Maintenance. THBC shall own, and shall be responsible for maintaining and insuring, the Electronic Signage.

Section 14.02 Scoreboard Advertisements. If the scoreboard or Electronic Signage is used for advertising during Other Events, Indy Volleyball shall have, at no cost and on a calendar basis, up to (2) spots during each calendar year during the Term to promote Indy Volleyball, the Team and/or Volleyball Events. At every Home Match, THBC and THBC's licensees/tenants shall have at no cost, up to two (2) 30-second spots to promote Other Events.

Section 14.03 Concourse Televisions Advertisements. During each Home Match, Indy Volleyball shall have at no cost, the right to promote Volleyball Events for fifty percent (50%) of the TV Messages displayed on the televisions located throughout the Event Center concourses and Event Center. During each Home Match, FTHBC and its licensees/tenants shall have the right to promote Other Events, for fifty percent (50%) of the TV Messages displayed on the televisions located throughout the Event Center concourses and Event Center. During each Home Match, Indy Volleyball shall have the exclusive right, at no cost, to promote Indy Volleyball, the Team, and/or Volleyball Events on the TV Messages displayed during such Home Matches on the televisions located throughout the Event Center concourses, except for those televisions located within concession stands displaying such Home Matches. During each Other Event, Indy Volleyball shall have, at no cost, the right to promote Indy Volleyball, the Team, and/or Volleyball Events for two (2) thirty (30) second spots on the TV Messages displayed during such Other Event on the televisions located throughout the Event Center concourses, except for those televisions located within concession stands displaying such Other Event. Both THBC and Indy Volleyball shall be responsible for their respective production and programming costs.

Section 14.04 Electronic Marquee Advertisements. Indy Volleyball shall have, at no cost, the right to utilize the Electronic Marquee to promote Indy Volleyball, the Team and/or Volleyball Events (x) for fifty percent (50%) of Home Matches; and (y) for two (2) thirty (30) second spots during Other Events, if the Electronic Marquee is operational.

Article 15. Publicity, Video Messages, Signs & Banners

Section 15.01 Public Safety Announcements. During every Volleyball Event and at all other times, THBC reserves the right to make and cause to be made public safety announcements, which may utilize the scoreboard and the ribbon board.

Section 15.02 Outdoor Advertisements. Indy Volleyball acknowledges that no signs, banners or other promotional materials may be displayed by Indy Volleyball on the exterior of the Event Center or on the Real Estate without THBC's prior written approval.

Section 15.03 Signage and Banner Costs. Indy Volleyball shall be responsible for its sign/banner production, installation, removal, and maintenance costs.

Article 16. Broadcasting & Digital Rights

Section 16.01 Indy Volleyball Broadcast and Digital Rights. Indy Volleyball shall retain all public and private photographic, recording and/or broadcasting rights for Volleyball Events, whether digital or analog. Such rights include, but are not limited to, the right to broadcast or re-broadcast for any audience in any media, whether live or recorded, any Home Match or part of any Home Match. In addition, the League will also have rights to Home Match broadcasts. It is expressly understood that all copyrights in any such photography, recording or broadcast shall be owned by Indy Volleyball and in no way shall THBC have any ownership right in or to the broadcast or any content in the broadcast. In no event shall THBC or anyone under its direction

or control make any use of any photography, recordings or broadcasts of any Home Match other than for historical and marketing purposes absent the express written consent of Indy Volleyball. To the extent that THBC obtains, by law or otherwise, a copyright or any other intellectual property or property right in any photo, recording or broadcast of any Home Match, THBC agrees to assign to Indy Volleyball for no cost, fee or expense those rights, and to execute such documents reasonably required to give effect to such assignment.

Section 16.02 Broadcast Expenses. Indy Volleyball shall be responsible for any expenses related to Home Match broadcasts (e.g., additional Internet connections). THBC will provide a dedicated Internet access line into the Event Center broadcast booth that meets Indy Volleyball's specifications. Indy Volleyball shall pay the monthly charge for such Internet access and may charge other users of the Event Center for such access.

Section 16.03 Recordings or Broadcasts. Indy Volleyball retains any and all subsidiary rights in and to any recording or broadcast of any Home Match.

Article 17. Term

Section 17.01 Term. Except as otherwise set forth in this Agreement, the Term of this Agreement shall begin on the Effective Date and shall end on the date that is one hundred (100) days thereafter, (the "**Term**"), subject to (a) automatic renewal for up to eighteen (18) additional Terms (approximately 60 months) pursuant to Section 17.02, and (b) Loss of Use as described in Article 28. The actual duration of this Agreement is referred to herein as the "**Term**", whether referring to the original Term or any renewal thereof.

Section 17.02 Renewal Terms. Unless Indy Volleyball or THBC provides written notice to the other party of the intent to terminate this Agreement not less than thirty (30) days prior to the end of any Term, this Agreement shall automatically renew on the same terms, which renewal shall not adversely affect the federal tax status of any outstanding federally tax-exempt obligations issued to finance or refinance the Facilities.

Article 18. Alteration & Surrender of the Facilities

Section 18.01 Alterations. Except as otherwise permitted in this Agreement or approved in writing by THBC, Indy Volleyball shall not make any alterations, improvements, additions, or changes to the Facilities. All such alterations, changes, additions, or improvements shall be at Indy Volleyball's sole expense, and shall be abandoned or removed at the termination or expiration of this Agreement as set forth in Section 6.05 (Abandoned Property), unless THBC approves otherwise.

Section 18.02 Return Condition of Facilities. Indy Volleyball shall return the Facilities to THBC at the expiration or termination of this Agreement in their original condition, together with approved improvements, reasonable wear and tear and damage by casualty excepted.

Section 18.03 As-Is Condition. Upon completion of the Event Center according to the approved plans disclosed to Indy Volleyball and previously approved by the League, Indy Volleyball shall accept all Facilities in as-is condition. THBC shall have no obligation to make any further capital expenditures but may do so at THBC's sole discretion.

Article 19. License Fees

Section 19.01 License Fees. Indy Volleyball shall pay to THBC license fees as set forth in this Article 19. Beginning in 2027 (assuming the Event Center is substantially complete in order to allow Indy Volleyball to play the entire 2025 and 2026 Volleyball Season (including any corresponding Post Seasons) at the Event Center), for each Home Match, Indy Volleyball shall pay to THBC Ten Thousand and no/100 Dollars ($10,000.00) not less than five (5) days prior to any such Home Match during the Term (individually or collectively, the "License Fee"). Indy Volleyball shall have no obligation to pay the License Fee for any Home Match played in the Event Center from the Effective Date through the completion of the 2026 Volleyball Season (which exemption shall be reasonably extended should substantial completion of the Event Center be delayed in order to allow Indy Volleyball to receive two (2) full Volleyball Seasons without charge of the License Fee). Except as otherwise set forth herein, Indy Volleyball shall have no obligation to reimburse THBC for, and the following shall be the sole obligation of THBC: (a) Home Match day expenses related to the operation of the Event Center; (b) general Event Center maintenance, upkeep, and operating expenses; and (c) Event Center capital repairs, replacements or improvements. As used herein, the term "substantial completion" of the Event Center shall mean the date that the initial construction of the Event Center is completed, with the exception of such items that constitute minor defects or adjustments which can be completed after occupancy without causing material interference with Indy Volleyball's ability to use the Event Center for the purposes contemplated herein (i.e., "punch-list items"), as mutually agreed upon by the parties.

Section 19.02 Payment Terms. Except where otherwise noted, Indy Volleyball shall pay to THBC any amount due under this Agreement within ten (10) calendar days after it is due.

Article 20. Notice to Parties

Section 20.01 Notice. Unless otherwise specifically stated, whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses by both email and U.S. first class mail, postage prepaid, or hand delivered to the other party's authorized agent or to such other person or address as the parties may designate in writing and deliver as herein provided:

Notice to City of Fishers shall be sent to:

Mailing Address: City of Fishers, 3 Municipal Drive, Fishers, IN 46038. ATTN: Scott Fadness, Mayor
Email: fadnesss@fishers.in.us

With a copy to:

Mailing Address: City of Fishers, 3 Municipal Drive, Fishers, IN 46038. ATTN: Lindsey Bennett, City Attorney
Email: bennettl@fishers.in.us

Notice to THBC shall be sent to:

Mailing Address: City of Fishers, 1 Municipal Drive, Fishers, IN 46038. ATTN: Jay Bangert, President
Email: jbangert@hagermangc.com

With a copy to:
Mailing Address: Jennifer C. Messer, P.C., 202 E. 71st Street, Indianapolis, IN 46220.
ATTN: Jennifer Messer
Email: jennifercmesserlaw@gmail.com

Notice to Indy Volleyball shall be sent to:
Mailing Address Jim Schumacher and Mary Kay Huse
Email: Jim@indyignitevb.com and mk@indyignitevb.com

A copy of any Notice to Indy Volleyball shall be sent to:
Mailing Address: Chris Greisl, Barnes & Thornburg LLP, 11 S. Meridian, Indianapolis, IN 46204
Email: Chris.Greisl@btlaw.com

Section 20.02 Effectiveness of Notice. All notice sent in accordance with this Article 20 shall be deemed given and effective on the date delivered if made in person or on the date deposited if sent via overnight courier notice.

Article 21. Safety

Section 21.01 Safety Obligations. THBC have final and complete authority on any issues relating to safety. Indy Volleyball shall safely carry out its obligations under this Agreement. Indy Volleyball agrees to prompt and complete compliance with all safety decisions made by THBC. Upon THBC's reasonable request, Indy Volleyball shall attend safety trainings.

Section 21.02 THBC's Consent of Other Risky Activities. Indy Volleyball activities that increase insurance premiums, require permits, and/or increase risks to attendees (e.g., pyrotechnics) require THBC's prior written approval.

Article 22. Insurance

Section 22.01 Indy Volleyball Insurance. Indy Volleyball shall, either directly or indirectly, maintain with insurers licensed to do business in the State of Indiana, the insurance coverages outlined below at its sole cost and expense throughout the duration of this Agreement, including any extensions. Coverage must be with an insurer acceptable to THBC. The insurers must have minimum AM Best rating of A VIII. Such coverage shall insure against claims, resulting from personal injury, bodily injury to, or death of persons and damage to, or loss of, property, in, on or about the Real Estate, as follows in connection with Indy Volleyball's acts or omissions:

(a) Commercial General Liability Insurance - Naming THBC and all of its and their respective lenders, licensees, subsidiaries and affiliates as well as each of their respective officials, directors, officers, partners, representatives, agents, successors, assigns, and employees (collectively, the "**THBC Insured Parties**" or individually a "**THBC Insured Party**") as additional insureds with the following minimum coverages and limits:

(i)	$1,000,000	Per Occurrence Bodily Injury and Property Damage
(ii)	$1,000,000	Per Occurrence Personal and Advertising injury

(iii) $3,000,000 General Aggregate

(iv) $1,000,000 Products and Completed Operations Aggregate

General Aggregate to apply on a per location basis. The policy shall contain coverage for terrorism and shall not contain any exclusion except those customarily contained within the coverage form on such policies.

(b) Commercial Automobile Liability - In an amount of $1,000,000 combined single limit for bodily injury and property damage, covering all owned (if applicable), non-owned or hired (if applicable) automobiles used in the course of this Agreement.

(c) Host Liquor Liability - In a minimum amount of $1,000,000 per occurrence and $1,000,000 aggregate.

(d) Employers Liability - In a minimum amount of $1,000,000 each accident, $1,000,000 each employee and $1,000,000 policy aggregate, covering all employees, volunteers, temporary employees, and leased workers.

(e) Umbrella or Excess Liability - Naming THBC Insured Parties as additional insureds, in a minimum amount of $1,000,000 per occurrence, providing limits above the required Commercial General Liability, Commercial Automobile Liability, Host Liquor Liability, and Employers Liability primary limits. THBC retains the right to increase this limit requirement.

(f) Workers Compensation - In compliance with any and all statutes requiring such coverage in the State of Indiana, covering employees, volunteers, temporary workers and leased workers.

(g) Property - Indy Volleyball shall be responsible for its own personal property, regardless of the type, to be insured on a replacement cost basis on a Special Causes of Loss form. Any such property insurance shall expressly waive any and all rights of subrogation against THBC Insured Parties.

If Indy Volleyball engages any sub-licensees or independent contractors to complete or perform any work called for in this Agreement, Indy Volleyball is responsible for maintaining evidence that all of the sub-licensees or independent contractors are compliant and maintaining the required insurance as though they were parties to this Agreement.

In the event Indy Volleyball fails to procure, maintain, or pay for the required insurance as required of it in this Agreement during the Term, THBC shall have the right but not the duty or obligation to procure such insurance and pay the premiums, in which event Indy Volleyball shall repay THBC within ten (10) calendar days of THBC's demand, including all sums so paid by THBC.

All insurance procured/maintained by Indy Volleyball, including the Umbrella or Excess Liability, shall be primary over insurance available to THBC Insured Parties. Any insurance available to THBC Insured Parties shall be considered excess and non-contributing. Certificates of Insurance shall be provided to THBC or designated

representative, evidencing that the required insurance has been obtained, and policies shall be made available for inspection upon request. The policies and certificates shall contain a provision that the Insurer will not cancel, non-renew or change in any material way the nature or extent of the coverage provided by the policy without first giving THBC thirty (30) calendar days prior written notice by certified or registered mail.

The insurance requirements set forth in this Agreement will in no way be intended to modify, reduce, or limit the indemnification herein made by Indy Volleyball.

Any actions, errors, or omissions that may invalidate coverage for Indy Volleyball insured shall not invalidate or prohibit coverage available to THBC Insured Parties.

Receipt by THBC of a Certificate of Insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by both parties.

Notwithstanding anything to the contrary in this Agreement, nothing herein requires Indy Volleyball to provide insurance coverage for Claims against a THBC Insured Party in an amount that exceeds the applicable aggregate and individual liability limits of the Indiana Tort Claims Act, IND. CODE § 34-13-3 *et seq*., as amended; provided, however, such limitation on required insurance shall only apply to Claims subject to the Indiana Tort Claims Act., as amended.

Indy Volleyball waives any claim against THBC for loss or damage that may be covered by a standard fire insurance policy with extended coverage endorsements and waives any right of subrogation with respect to any such loss or damage.

Section 22.02 THBC Insurance Waiver. THBC waives any claim against Indy Volleyball for loss or damage that may be covered by a standard fire insurance policy with extended coverage endorsements and waives any rights of subrogation with respect to any such loss or damages.

Article 23. Indemnification & Defense

Section 23.01 Indy Volleyball Indemnification. Indy Volleyball agrees to indemnify, defend, and hold harmless THBC and its respective agents, officers, and employees from all Claims, caused by (a) Indy Volleyball's breach of this Agreement; or (b) any tortious act or negligent omission by Indy Volleyball and its agents, officers, and employees, if any in the performance of this Agreement.

Section 23.02 THBC Indemnification. Subject to the limitations set forth in Section 35.11, THBC shall indemnify, defend, and hold harmless Indy Volleyball, its affiliates, and its and their respective agents, officers, and employees from all Claims caused by (a) THBC's or City's breach of this Agreement; or (b) any tortious act or negligent omission by THBC or City and any of their respective agents, officers, and employees, if any in the performance of this Agreement. Notwithstanding the foregoing or anything included herein to the contrary, Indy Volleyball acknowledges and agrees that for Claims subject to the Tort Claims Act, THBC shall not be responsible for indemnification in excess of THBC'S potential exposure pursuant to the Tort

Claims Act.

Article 24. Non-Exclusive Use

Section 24.01 Non-Exclusive Use of the Facilities. Indy Volleyball shall have use of the Facilities as set forth in this Agreement. Indy Volleyball acknowledges that, from time to time, the use of various parts of the Event Center and Real Estate other than those areas which Indy Volleyball has exclusive right will be used for Other Events. When a Home Match and Other Event is scheduled on the same day, Indy Volleyball shall reasonably cooperate with THBC to allow the Event Center to host both the Other Event and the Volleyball Event provided that there is no material, adverse impact on any such Volleyball Event.

Article 25. Non-Discrimination

Section 25.01 Indy Volleyball Non-Discrimination. Pursuant to IND. CODE § 22-9-1-10, Indy Volleyball (and any entity and/or person affiliated with it) shall not discriminate against any customer, employee, or applicant for employment, to be served and/or employed in the performance of this Agreement, with respect to service, hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry.

Article 26. Confidentiality

Section 26.01 Access to Public Records Act. Indy Volleyball understands and agrees that THBC is a public agency that is subject to the Indiana Access to Public Records Act ("**APRA**"), IND. CODE §5-14-3-1, *et seq.* Any information that is maintained by, filed with or received by THBC under the terms of this Agreement will be kept confidential by THBC only if the information is confidential under the APRA. Notwithstanding the foregoing, THBC shall provide Indy Volleyball with reasonable notice regarding any APRA request it receives concerning Indy Volleyball in order to provide Indy Volleyball with the opportunity to object, quash, intervene, or take any other legally permissible action regarding such request. Indy Volleyball understands and agrees that data, materials, and information disclosed to Indy Volleyball by THBC may contain confidential and protected data. THBC shall prominently mark and otherwise identify all data, materials and information that contain confidential and protected data (the "**Confidential Information**"). Confidential Information identified and disclosed to Indy Volleyball for the purpose of this Agreement will not be disclosed by Indy Volleyball to anyone other than its personnel, agents, attorneys, accountants and/or representatives or discussed with third parties without the prior written consent of THBC. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that (a) is or becomes part of the public domain through no fault of Indy Volleyball or is subject to disclosure under the APRA, (b) is already known (at the time of disclosure) to Indy Volleyball prior to disclosure of such information by THBC, (c) is subsequently received by Indy Volleyball from a third party who Indy Volleyball reasonably believes is not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation owed to THBC, or (d) is independently developed by Indy Volleyball without access to any confidential or proprietary information of THBC.

Article 27. Approval of Indy Volleyball's Contractors

Section 27.01 Indy Volleyball Contractor Requirements. Indy Volleyball may utilize contractors under this Agreement, but any such contractor shall meet all Indy Volleyball's requirements under this Agreement and Indy Volleyball remains fully responsible for any obligations.

Section 27.02 Approval of Indy Volleyball Contractors. Prior to the commencement of work, Indy Volleyball shall submit proposed contractors to THBC for approval, which approval shall not be unreasonably withheld or delayed. Where applicable, Indy Volleyball may be required to use THBC's preferred vendors, provided that the cost and quality of work is substantially the same.

Article 28. Loss of Use by Indy Volleyball

Section 28.01 Destruction of Event Center. In the event that the Event Center is partially or totally destroyed or damaged or otherwise rendered unusable, the License Fee shall be abated for the period during which the Facilities or any part thereof is unfit for use by Indy Volleyball in proportion to the percentage of the area of the Facilities which is unfit for use by Indy Volleyball bears to the area of the Facilities; provided, however, if the damage is such that the Event Center cannot be reasonably used for Volleyball Events the Event Center shall be deemed unusable for purposes of this Section 28.01. THBC shall promptly restore and rebuild the Event Center to substantially the condition existing prior to such casualty subject to delays associated with Force Majeure and insurance adjustment; provided that, THBC shall not be required to restore or rebuild the Event Center if the cost of such work exceeds the amount of insurance proceeds available to THBC for such restoration or rebuilding or if such rebuilding or repair is not reasonably expected to be completed within the Term. If the cost of such work exceeds the amount of insurance proceeds available to THBC for such restoration or rebuilding or if such rebuilding or repair is not reasonably expected to be completed within the Term, then THBC may elect to proceed with the rebuilding or reconstruction of the Event Center, in its sole discretion.

If the cost of the rebuilding or repair does not exceed the amount of insurance proceeds available to THBC for such restoration or rebuilding and if such rebuilding or repair is reasonably expected to be completed within the Term, THBC shall: promptly repair, rebuild or restore all damaged improvements with respect to the Event Center so as to make the Event Center to be in at least as good condition as immediately prior to such damage or destruction. All such repair, rebuilding or restoration shall be at THBC's expense. Indy Volleyball may, in its sole discretion, (a) suspend operations, or (b) terminate this Agreement if THBC has not promptly undertaken the repair rebuilding, and/or restoration within six (6) months after the casualty and completed such repair, rebuilding, and/or restoration within two (2) years thereafter. License Fee payments shall abate and not be due and payable until such time as Indy Volleyball again commences playing regularly scheduled Home Matches at the Event Center.

Section 28.02 Extension of Term. Any period in which Indy Volleyball does not have use of the Event Center that prevents the Team from completing one or more Volleyball Seasons shall automatically extend the Term, as applicable, to make-up for the lost Volleyball Season(s).

Article 29. Force Majeure

Section 29.01 Force Majeure. Notwithstanding any other provision of this Agreement, the obligations of each of the parties hereto is subject to Force Majeure and such obligations shall be excused upon a Force Majeure.

Article 30. Termination for Default

Section 30.01 THBC Termination. THBC may terminate this Agreement without prejudice to any rights and causes of action THBC may have against Indy Volleyball, if:

(a) There is a material breach of this Agreement by Indy Volleyball, and THBC has first given Indy Volleyball prior written notice and sixty (60) days' opportunity to cure such breach, provided that such sixty (60) days shall be automatically extended if Indy Volleyball has commenced a cure and is diligently pursuing such cure;

(b) Indy Volleyball or the League is judged bankrupt;

(c) Indy Volleyball makes a general assignment for the benefit of creditors; or

(d) A receiver is appointed due to Indy Volleyball's insolvency.

Section 30.02 Indy Volleyball Termination. Indy Volleyball may terminate this Agreement if:

(a) THBC materially breaches any provision of this Agreement and Indy Volleyball gives THBC prior written notice and sixty (60) days' opportunity to cure such breach, provided that such sixty (60) days shall be automatically extended if THBC has commenced a cure and is diligently pursuing such cure;

(b) Indy Volleyball ceases to be a member in the League, Indy Volleyball may terminate this Agreement upon one hundred eighty (180) days' notice to THBC; provided, however, unless Indy Volleyball or the League has filed for bankruptcy, Indy Volleyball shall be liable for (a) payment of the License Fee,.

Article 31. Damages & Additional Security

Section 31.01 Additional Security. Indy Volleyball expressly waives the requirement of any additional security from THBC.

Section 31.02 Limitation of Damages. Indy Volleyball and THBC agree that any claim under this Agreement shall be limited to actual proven damages and equitable relief (e.g., specific performance), but shall exclude any claim for indirect, remote, consequential, punitive, or similar type damages.

Article 32. Disputes

Section 32.01 Mediation. The parties shall attempt to resolve any disputes that may arise under this Agreement first by their respective executive officers or their designees discussing such dispute. If the parties are unable to resolve their dispute through the executive officers or their designees within thirty (30) days of notice of such dispute, the parties shall endeavor to resolve their dispute by mediation for a period of no more than an additional sixty (60) days (the "**Mediation Deadline**"). The parties shall mutually and in good faith select a mediator. The parties shall equally share the mediator's fees and any related filing fees. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached between the disputing parties in mediation shall be enforceable as settlement agreements in any

court having jurisdiction thereof. If the dispute has not been resolved for any or no reason prior to the Mediation Deadline, any party may pursue litigation, subject to Section 35.09.

Section 32.02 Attorneys' Fees. In the event of any litigation that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its reasonable and documented attorneys' fees and costs incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings and includes attorneys' fees and costs incurred in the collection or enforcement of any judgment.

Article 33. Assignment, Sub-licensing & Successors

Section 33.01 Assignment. THBC and Indy Volleyball bind their successors and assignees to this Agreement, and the successors and permitted assigns of the parties shall acquire the rights and benefits of the applicable party under this Agreement. Indy Volleyball shall not assign this Agreement, without the consent of THBC, provided that Indy Volleyball may assign its rights and obligations under this Agreement without the consent of THBC to a third party controlling, controlled by or under common control with Indy Volleyball and/or any subsidiary or affiliate of Indy Volleyball that has full power, authority, and capability to accept such assignment and perform the obligations of Indy Volleyball hereunder.

Section 33.02 Delegation of Obligations. THBC may delegate their obligations to authorized representatives.

Article 34. Representations and Warranties

Section 34.01 Indy Volleyball Representations and Warranties. Indy Volleyball represents and warrants to THBC that (a) the execution and delivery of this Agreement has been duly authorized on behalf of Indy Volleyball, (b) Indy Volleyball has obtained all necessary or applicable approvals to make this Agreement fully binding upon Indy Volleyball, and (c) this Agreement is not subject to further acceptance by Indy Volleyball when accepted by THBC.

Section 34.02 Representations and Warranties. Each of THBC and City represent and warrant to Indy Volleyball that (a) the execution and delivery of this Agreement has been duly authorized on behalf of THBC and City, (b) each of City and THBC has obtained all necessary or applicable approvals to make this Agreement fully binding upon such party, (c) this Agreement is not subject to further acceptance by either City or THBC when accepted by Indy Volleyball, and (d) neither City nor THBC are aware of any agreement, restriction, covenant, or other requirement which would either prohibit or materially adversely affect Indy Volleyball's ability to operate from the Event Center for the intended purpose.

Article 35. Miscellaneous

Section 35.01 Interpretation. For any right provided to Indy Volleyball hereunder that requires the written consent or agreement of IHC (for example, and without limitation, use of kiosks or the Team Locker Room), such right shall be interpreted consistent with the IHC License.

Section 35.02 Abatement or Cancellation for Failure to Deliver. Except as set forth herein, THBC

shall not be liable for any failure to give possession of the Facilities to Indy Volleyball upon commencement of the Term if such failure does not materially affect Indy Volleyball's rights under the Agreement or is the result of: (a) the Facilities having been totally or partially destroyed by fire or otherwise being unfit for occupancy; or (b) the Facilities being unavailable for occupancy for any other cause or reason beyond the control of THBC. In the event of a material delay in the delivery of possession, then the parties shall agree upon a reasonable reduction in the License Fee with all other terms and provisions of this Agreement remaining in full force and effect.

Section 35.03 Access to Records. Each of (a) Indy Volleyball and its agents and (b) THBC and its agents, shall have access at all reasonable times upon request to the other party's books, documents, papers, accounting records, and other evidence to the extent, but only to the extent, that such materials pertain to amounts owed or owing and/or payments made or to be made by such party to the other party under this Agreement. Each of Indy Volleyball and THBC shall make such materials available for inspection by the other party or its authorized designees at its office at all reasonable times during the Term and for three (3) years from the date of final payment under this Agreement. Copies shall be furnished at to the other party at no cost, if requested. Additionally, to the extent that THBC has collected revenue that shall be paid to Indy Volleyball pursuant to this Agreement, including, without limitation, revenue from single Volleyball Event ticket sales, such information shall be timely provided to Indy Volleyball in spreadsheets or other forms generally consistent with typical finance, accounting and bookkeeping standards.

Section 35.04 Acknowledgement of the Naming Rights Sponsor(s). Indy Volleyball and THBC shall use commercially reasonable efforts, when referring to the Event Center, to use all relevant sponsorship logos and names of the Naming Rights Sponsor(s) in all promotional advertising and public communications that mention the Event Center.

Section 35.05 Approvals. Any matter that must be first approved, consented or agreed to by either THBC or Indy Volleyball shall be (a) in writing and executed by an authorized representative of the applicable party or parties, and (b) in the case of any required agreements, shall be agreed to mutually and in good faith. Notwithstanding any other provision in this Agreement, Manager shall be the designated representative of THBC and is hereby authorized to consent to any matters that THBC is entitled to consent to under this Agreement. In the event that Manager is no longer the designated representative of THBC, THBC shall provide written notice to Indy Volleyball and shall provide written notice of the replacement designated representative. Until Indy Volleyball receives written notice of the replacement representative, Manager shall remain the designated representative of THBC. Except as otherwise provided in this Agreement, any such approval, consent, or agreement shall not be unreasonably withheld, conditioned, or delayed.

Section 35.06 THBC Rules & Guidelines and Event Rules. Indy Volleyball shall, and shall cause its servants, agents, employees, contractors, licensees, patrons and guests to abide by such reasonable rules and guidelines as may from time to time be adopted by THBC and its staff for the use, occupancy, and operation of the Event Center and Real Estate.

~~Section 35.06~~ Additionally, as further consideration and as a material inducement for Indy Volleyball's satisfaction of its obligation hereunder, THBC shall, for all Volleyball Events and Volleyball Related Events, operate the Event Center in accordance with the rules of conduct attached hereto as Exhibit __ (the "Event Rules"), including without limitation, (a) prohibiting attendees from entering the Volleyball Events or Volleyball Related Events with guns, firearms,

knives and other devices or instruments sometimes used as weapons, and (b) conditioning attendance at the Volleyball Events or Volleyball Related Events upon attendees complying with the Event Rules.

Section 35.07 Entire Agreement. This Agreement, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

Section 35.08 Gender & Number. Wherever used or appearing in this Agreement, pronouns of the masculine gender shall include the female as well as the neuter gender, and the singular shall include the plural wherever appropriate.

Section 35.09 Governing Law & Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of law rules. Any action must be brought in a court of competent jurisdiction located in Hamilton County, Indiana. Indy Volleyball and THBC each waive, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right such party may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

Section 35.10 Headings. The headings of this Agreement are inserted for convenience of reference only and shall not be deemed to be a part thereof or used in the construction or interpretation thereof.

Section 35.11 Indiana Tort Claims Act. Notwithstanding the foregoing or anything to the contrary contained herein, Indy Volleyball hereby acknowledges and agrees that THBC's financial exposure for certain Claims is limited by the Indiana Tort Claims Act, and THBC's obligation to indemnify and save Indy Volleyball harmless from and against any and all Claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) arising out of or related to Claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Ind. Code § 34-13-3-4, as amended.

Section 35.12 Legal Proceedings. THBC and Indy Volleyball shall promptly inform the other party of the commencement of any legal action or proceeding related to a Home Match or this Agreement.

Section 35.13 Legal Relationship. In the performance of this Agreement, THBC and Indy Volleyball shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

Section 35.14 Review by Legal Counsel. Each party has had the opportunity to have this Agreement reviewed by legal counsel of its choosing.

Section 35.15 Replacement Rights. The parties acknowledge and agree that, during the Term, certain obligations of the parties with respect to specific tangible property (such as Signage around the Real Estate) may cease to be available or desirable due to advances in technology or otherwise may become impracticable due to the passage of time. The parties shall work together in good faith to provide a right of equivalent value to the other party.

Section 35.16 Severability. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful or unenforceable, it is agreed that the remainder of this Agreement shall remain in full force and effect.

Section 35.17 Taxes. THBC is exempt from federal, state, and local taxes. THBC shall not be responsible for any taxes levied on Indy Volleyball as a result of this Agreement.

Section 35.18 Waiver and Modification. This Agreement may be modified upon written agreement signed by City, THBC and Indy Volleyball. No right conferred on the parties under this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 35.19 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, City, THBC and Indy Volleyball have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures below hereby agree to the terms thereof.

INDY VOLLEYBALL

By: _____

Date: _____

CITY OF FISHERS, HAMILTON COUNTY, INDIANA

By: _____
Scott Fadness, Mayor

Date: _____

FISHERS TOWN HALL BUILDING CORPORATION

By: _____
Jay Bangert, President

[Signature Page to Event Center License Agreement]

EXHIBIT A

REAL ESTATE

EXHIBIT __

EVENT RULES

The facility shall be operated to comply with the following standards of conduct and prohibitions:

Fishers Event Center is a non-smoking, non-vaping and tobacco free campus. The use of any tobacco-based products, e-cigarettes and vaporizers, inside of the Event Center or within the immediate entrances, is strictly prohibited.

Additional prohibited items and behaviors at Fishers Event Center include, but are not limited to:

- Abusive, foul, or disruptive language.
- Animals (except service animals).
- Aerosol cans or pressurized containers.
- Bags that do not follow the Fishers Event Center clear bag policy, including diaper bags and personal camera bags that do not meet clear bag policy specifications.
- Batteries: Loose batteries, or batteries not used in a working, permitted device will not be allowed into the Event Center. Guests should be prepared to demonstrate the batteries operational use in a permitted device to security personnel upon request.
- Bottles, cans, glass, and other beverage containers.
- Cameras with lens longer than 3″ (non-detachable) and camera bags that do not meet clear bag policy specifications.
- Chairs, booster seats, stools, or other seating devices.
- Devices deemed suspicious by Event Center security in its sole discretion are prohibited. Guests should be prepared to demonstrate any device's operational use upon request.
- Firearms, handguns, explosives and other incendiary devices or components thereof.
- Food or beverage items.
- Hover-boards.
- Illegal drugs, or harmful chemicals.
- Inflated balls, including beach balls, or any missile or object that can be used as a projectile.
- Interference with the progress of the event (including throwing objects).
- Knives of any length.
- Laptops or tablets.
- Large Umbrellas – Must be under 12 inches to be allowed in the building.
- Laser Pointers.
- Lights.
- Masks related to health provisions are permitted; Other masks that cover or conceal identity are not permitted.
- Noisemakers, including but not limited to, whistles and horns.

- Outside food or beverages.
- Pyrotechnics and fireworks of any kind including, but not limited to, flares, smoke bombs, or incendiary devices.
- Remote controlled aircraft or unmanned aircraft systems (drones).
- Signs or flags (no larger than 2’ X 3’), shakers, pom-poms or any item with a pole or stick unless distributed by Fishers Event Center as a gate giveaway.
- Strollers or car seats.
- Thermoses/Cups.
- Ticket scalping.
- Trespassing, soliciting, peddling, and loitering.
- Tripods, monopods, and Selfie-Sticks.
- Weapons of any kind including, but not limited to, knives, pepper spray, stun guns, weapons, and firearms.
- any other item or action deemed dangerous, unnecessary, inappropriate or suspicious in nature, by any Fishers Event Center team member

Fishers Event Center Security personnel will review all unique circumstances on a case-by-case basis and reserves the right to deny access of items based on specific event requirements/requests and overall building policies.

All listed items are subject to change based on event.

Fans are encouraged to report inappropriate behavior to the nearest security personnel or Fishers Event Center team member.

Restated Event Center License Agreement

Fishers Town Hall Building Corporation - City of Fishers - &
Indiana Football Club, LLC, an Indiana limited liability company

132249694v7

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This EVENT CENTER LICENSE AGREEMENT (this "**Agreement**") is entered into this _____ day of _____, 2024 (the "**Effective Date**") by and among the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation ("**THBC**"), City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation ("**City**"), and Indiana Football Club, LLC, an Indiana limited liability company ("**IFC**").

Recitals

WHEREAS, City has undertaken the construction of the Event Center, which will be generally located Southeast of the USA Parkway and Ikea Way Roundabout in Fishers, Indiana, as further depicted on Exhibit A, attached hereto and incorporated herein (the "**Real Estate**"), for the benefit of Fishers, Indiana citizens and Indiana families to provide athletic contests and other types of entertainment, performances, and events that contribute to the educational, recreational, economic, and cultural development of the community (the "**Municipal Purposes**");

WHEREAS, City is a party to this Agreement for the exclusive purposes of (a) causing the construction of the Event Center, and (b) upon substantial completion, transferring and conveying the Event Center to THBC which will own, operate, and provide licenses for use of the Event Center;

WHEREAS, IFC owns and operates a professional indoor football team (such team and any successor to, or assignee of, such team, the "**Team**") in the League;

WHEREAS, to accomplish the Municipal Purposes, THBC has committed to hold athletic competitions in the Event Center; ~~and~~

WHEREAS, IFC desires to use the Facilities, including, without limitation, for the purpose of conducting Football Events and holding Team training and practices, and other reasonably related uses; ~~.~~

WHEREAS, on or about _____, 2024, IFC, the City and the THBC entered into an agreement concerning Indy Volleyball's use of the Facilities (the "Original Agreement"); and

WHEREAS, this Restated Event Center License Agreement includes additional terms pursuant to which THBC shall operate the Event Center for Football Events, and this Agreement shall supersede and replace in full the Original Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, City, THBC and IFC hereby agree as follows:

Article 1. Defined Terms

"Agreement" has the meaning set forth in the preamble.

"APRA" has the meaning set forth in Section 26.01.

"Average Ticket Price" means the average ticket price realized by IFC for the Football Season immediately preceding the date of determination and shall be based on the average ticket price of all Regular Season Game tickets sold during that season, net of the Facility Fee. The amount of the Average Ticket Price may increase or decrease from year to year and shall be determinatively established as the amount reported by IFC to the League each year. The calculation of Average Ticket Price shall include discounted tickets, including ticket plans and group tickets, but shall not include complimentary tickets. The parties agree that the Average Ticket Price for the first Football Season that the Team plays at the Event Center shall be $28.35.

"Calendar Year" means the period from January 1st to December 31st, except for the first Calendar Year, which shall begin on the Effective Date and continue until December 31st.

"City" has the meaning set forth in the preamble.

"Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

"Commencement Date" has the meaning set forth in Section 17.01.

"Common Areas" means those areas within and about the Event Center and Real Estate that are held open for public use, including, without limitation, the Parking Facility, hallways, stairwells, elevators, entryways and sidewalks.

"Confidential Information" has the meaning set forth in Section 26.01.

"Effective Date" has the meaning set forth in the preamble.

"Electronic Marquee" means the large digital signage affixed to outside of the Event Center.

"Electronic Signage" means (a) the Electronic Marquee, and (b) scoreboard video, ribbon board messages and all other digital messages displayed inside the Event Center, including without limitation TV Messages.

"Equipment Cap" has the meaning set forth in Section 6.01.

"Event Center" the Event Center building located on the Real Estate.

"Event Rules" has the meaning set forth in Section 35.06.

"Facilities" means, individually or collectively, (a) the entirety of the Event Center, including but not limited to the seating and access thereto, the playing surface, and Common Areas; (b) to the extent authorized by IHC, the Team Locker Room, Visiting Team Facilities and the Team store; and (c) other areas of the Event Center and/or Real Estate as may be designated or approved from time to time at the commercially reasonable discretion of THBC for IFC's use; provided that "Facilities" shall not include those areas that are not directly related to Football Events, including, without limitation, kitchen facilities, designated spaces like offices that are not

specifically provided for IFC's uses, boiler rooms and other areas reasonably deemed private by THBC.

"Facility Fee" has the meaning set forth in Section 10.01.

"Facility Fixtures" has the meaning set forth in Section 6.02.

"Football Equipment" has the meaning set forth in Section 6.01.

"Football Event(s)" means, individually or collectively, Home Games together with pre-game and post-game events, festivities, activities and set-up occurring on the same day as Home Games, which Football Events shall typically occur within a six (6) hour period (the "**Football Designated Time**"), unless otherwise agreed by THBC.

"Football Season" means, subject to adjustment by the League, (a) the period from approximately March 1 to July 15 , and (b) if the Team plays in the post-season, the Postseason Period that typically occurs following the regular season and ending approximately August 15, as determined by the League.

"Force Majeure" means 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, lockouts, work stoppages, labor unrest, transportation stoppages, riots, wars, terrorism, acts of military authorities, national or state emergencies, floods, fires, earthquakes, tornadoes or acts of God, including without limitation pandemics, epidemics or shelter-in-place orders

"Goodwill Obligation" means the obligation of IFC and THBC not to (a) contract with or otherwise enter into an agreement with a person or entity regarding the Event Center, or (b) use the Event Center, in both cases of (a) and (b) immediately above, in a manner that will materially injure or damage the reputation and goodwill of IFC or THBC, as applicable.

"Hockey Event(s)" shall have the meaning set forth in the IHC License.

"Home Game(s)" means up to a total of eleven (11) football games played at the Event Center which will include up to eight (a) (8) Regular Season Games, and (b) three (3) Play-Off Games scheduled by the League and/or IFC.

"IFC" has the meaning set forth in the preamble.

"IFC IP" has the meaning set forth in Section 12.03.

"IFC Promotions" means agreements for promotional activities during Football Events such as audio, advertisements, announcements, videos, displays, kiosks or tables inside or upon the large digital sign affixed to the Event Center, or, upon prior written approval of THBC, other areas outside the Event Center.

"IHC License" means that certain May 23, 2023 Event Center License Agreement by and among IHC, the City and THBC, as amended and restated by that certain Amended and Restated Event Center License Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall anything contained herein be interpreted to amend or modify the IHC License in any manner.

"IHC" shall mean the Indiana Hockey Club, LLC.

"Initial Term" has the meaning set forth in Section 17.01.

"Laws" means all applicable federal, state and local statutes, ordinances, laws, rules, regulations, covenants and declarations, including but not limited to those relating to the environment, safety, security, occupancy, sanitary, and health requirements, fire and safety codes and use of the Event Center.

"League" means the Indoor Football League, its successor, or any other professional indoor football league to which the Team may participate.

"License Fee" has the meaning set forth in Section 19.01.

"License Fee Commencement Date" has the meaning set forth in Section 19.01.

"Manager" means ASM Global Arena Management LLC, a Delaware limited liability company, or any successor appointed by THBC to serve as Manager. When required by this Agreement to provide notice to the Manager, such notice shall be provided to the general manager of the Facilities (currently, Mitch List).

"Mediation Deadline" has the meaning set forth in Section 32.01.

"Merchandise" has the meaning set forth in Section 12.01.

"Municipal Purposes" has the meaning set forth in the recitals.

"Naming Rights Sponsor" means the third party (which may change from time to time) who acquires, among other rights, the right to have its name placed prominently on the exterior of the Event Center, other locations on the outside and inside of the Event Center.

"Other Event(s)" means any event occurring at the Event Center or Real Estate that is not a Football Event or Hockey Event (as defined in the IHC License).

"Other Event Promotions" means agreements for promotional activities occurring at times other than during Football Events such as audio, advertisements, announcements, videos, displays, kiosks or tables inside or outside the Event Center and on the large digital sign affixed to the Event Center.

"Parking Facility" means that certain parking property or properties generally located at and about the Event Center that shall be made available during Football Events, for a charge, to park automotive transportation.

"Play-Off Game(s)" means up to three (3) Team home indoor football games scheduled by the League to occur after the close of a Regular Football Season during the Postseason Period to determine the ultimate champion of the League for such season.

"Postseason Period" means, subject to change by the League, mid-July through mid-August.

"Pre-Season Games" means any Team home football game, except intra-squad games, played by IFC prior to the first Regular Season Game during each Football Season.

"Premium Seating" means manifested seats (including bar stools) in the Event Center with respect to suites, for all Football Events. "**Premium Seating**" shall also include any tickets a suite holder may purchase in addition to their manifested seats (e.g., standing room only tickets). Premium Seating shall not be interpreted to include Private Seating.

"Private Seating" has the meaning set forth in the IHC License.

"Real Estate" has the meaning set forth in the recitals.

"Regular Football Season" means the period from the opening of the first regularly scheduled Regular Season Game to and including the last regularly scheduled Regular Season Game as set forth in each annual schedule established by the League, but exclusive of any Pre-Season Games and Play-Off Games.

"Regular Season Game(s)" means up to eight (8) football games played by the Team as part of the Regular Football Season.

"Renewal Term" has the meaning set forth in Section 17.01.

"Required Changes" has the meaning set forth in Section 5.06.

"Required Changes Annual Cap" has the meaning set forth in Section 5.06.

"Signage" means collectively (a) Temporary Signage, and (c) Electronic Signage.

"Team" has the meaning set forth in the recitals.

"Team Locker Room" shall mean the area depicted on Exhibit A, including, without limitation, the showers, toilets, coach's office equipment room and trainer's room located therein.

"Temporary Signage" means printed content on banners and flags of a fireproof material placed inside the Event Center.

"Term" has the meaning set forth in Section 17.01.

"THBC" has the meaning set forth in the preamble.

"THBC Insured Parties" has the meaning set forth in Section 22.01(a).

"THBC IP" has the meaning set forth in Section 12.03.

"Training Equipment" has the meaning set forth in Section 5.04.

"TV Messages" means video and audio messages on the TVs located throughout the Event Center.

"VIP Areas" means those areas designated by IFC and THBC as hospitality areas within the Facilities.

"Visiting Team Facilities" has the meaning set forth in Section 5.05.

Article 2. Purpose & Scope

Section 2.01 Occupying the Facilities. IFC shall be granted and shall have during the Term the right and license to use and occupy the Facilities in accordance with this Agreement. Except as set forth in Section 2.03, nothing in this Agreement shall be construed to permit IFC to use the Facilities for uses other than Football Events without THBC's prior written consent; provided, however, subject to Section 5.04, IFC shall be entitled to full use of the Team Locker Room and the Team store throughout the Term notwithstanding the occurrence of a Football Event.

Section 2.02 No Conflict. IFC's use of the Facilities pursuant to this Agreement and THBC's use of the Event Center and Real Estate in all other respects shall be conducted in such a way to minimize conflict with the other party's revenue generating activities and, in the case of THBC, the Municipal Purposes; provided, however, THBC acknowledges and agrees that Football Events will not conflict with the Municipal Purposes.

Section 2.03 Approval of Certain Events. Any non-IFC football games where spectators are charged to attend the event must be first approved by IFC, in its sole discretion. IFC hereby approves any non-professional, K-12 football games.

Section 2.04 Survival of Terms. All rights and obligations created under the terms and conditions of this Agreement shall not extend beyond the Term except to the extent necessary to preserve the intent of the parties, including, without limitation, the rights and obligations of the parties in the following provisions: Article 22 (Insurance) and Article 23 (Indemnification & Defense).

Section 2.05 No Ownership Rights. Anything herein to the contrary notwithstanding and without limiting IFC's rights under this Agreement, IFC shall not acquire any ownership property rights whatsoever in:

(a) the Event Center or Real Estate; or

(b) any equipment, furniture, fixtures or other improvements inside or outside the Event Center, including, without limitation, equipment used to display Signage and advertising.

Article 3. Covenants

Section 3.01 Good Standing. During the Term, IFC shall maintain its membership in good standing with the League. For purposes of clarity, IFC may in its sole discretion (a) move the Team from time to time to a League that is different from the League in which it then currently competes, or (b) replace the Team with a different football team that participates in the League or any League that is different from the League in which it then currently competes; provided any such new League in which the Team or its successor participates is either (x) a successor to the League in which the Team then currently competes and is reasonably equivalent in terms of the level of football competition, or (y) is a League that is equal to or higher in quality of football than that in which the Team then currently competes. If IFC ceases to be a member in a League, this Agreement shall terminate, and, unless IFC has filed for bankruptcy, IFC shall be exclusively liable for the continued payment of the License Fee, which License Fee shall continue to be paid pursuant to Article 20 and for any obligations pursuant to provisions of this Agreement that by their express terms or nature survive termination.

Section 3.02 THBC Compliance. THBC shall comply in all material respects with the Laws. THBC shall not enter into any agreements which would materially and adversely affect IFC's right to use the Facilities for the Football Events during the Term.

Section 3.03 IFC Compliance. IFC shall comply in all material respects with the Laws. IFC shall, at its sole cost and expense, obtain all permits and licenses (e.g., pyrotechnics) necessary to legally hold Football Events, and shall provide copies of same to THBC prior to the date of any such Football Event requiring a permit or license. Provided that THBC does not believe, in its commercially reasonable discretion, that the activity subject to such permit will cause personal injury, property damage, increase insurance premiums or alter the Event Center or Real Estate, THBC agrees to reasonably cooperate with IFC in its efforts to obtain the same, and shall not actively oppose the grant of the same.

Article 4. Scheduling

Section 4.01 Scheduling of Other Events. Except as otherwise provided in this Agreement, THBC reserves the right to schedule the dates and times of use of the Event Center with respect to Other Events in its sole and absolute discretion.

Section 4.02 Football Events - Regular Season Games. THBC shall reserve the Event Center for use by IFC for a minimum of twelve (12) weekends consisting of a Friday or Saturday during the Football Season in which Regular Season Games may be played during each Calendar Year with the understanding that (a) THBC shall reserve at least nine (9) Saturdays; and (b) IHC may have the first right of refusal to use up to a maximum of four (4) such weekend dates to play playoff hockey games; and (c) with IHC's consent, IFC shall be permitted to schedule Regular Season

Games on such weekend dates reserved for IHC's playoff games if necessary. THBC shall provide IFC the reserved dates on or before August 1, 2024, and each subsequent August 1st during the Term (for each immediately succeeding Football Season). By November 1 of each Calendar Year, commencing with the 2024 Calendar Year, IFC will provide THBC with the dates on which it intends to play its eight (8) Regular Season Games during the following Calendar Year. After the schedule of Regular Season Games are set, THBC may reschedule up to one (1) Saturday Regular Season Game upon not less than ninety (90) days' prior notice to IFC; provided, however, in such event THBC makes the Event Center available for use for a Regular Season Game on the immediately preceding Friday; provided further, however, THBC shall not be entitled to reschedule in a manner that reduces the number of Saturday Regular Season Home Games to the lesser of (y) seven (7) Saturday Regular Season Home Games; or (z) the number of Saturday Regular Season Home Games scheduled by the League.

Section 4.03 Postseason Scheduling. Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that (a) Play-Off Games may occur from year to year during the Postseason Period depending on the success of the Team during the Football Season, (b) it will not be possible to ascertain whether dates will be required by the Team for Play-Off Games until near the end of each Football Season, and (c) the parties will timely work, mutually and in good faith, to assist and cooperate with each other in order to schedule dates for Play-Off Games. For each Calendar Year, THBC will reserve every Friday, Saturday, and Sunday that a Play-Off Game may be played; provided, however, THBC may reschedule any Saturday Play-Off Game upon not less than thirty (30) days' prior notice to IFC; provided, however, in such event THBC makes the Event Center available for use for a Play-Off Game on the immediately following Sunday or immediately preceding Friday.

Section 4.04 Release of Dates. Within five (5) business days after preparation of the League schedule for each round of Play-Off Games in which IFC participates, IFC shall notify THBC in writing of the dates scheduled for the playing of Play-Off Games in such play-off round, and unused dates shall be released and shall become available for use for Other Events that may be scheduled for the Event Center. As soon as it is reasonably clear that IFC will not play in Play-Off Games in any Football Season, such tentative dates reserved pursuant to Section 4.03 shall be released and shall become available for use by THBC. IFC and THBC agree to consult and reasonably cooperate to resolve any conflicts or disputes arising from the scheduling of Play-Off Games.

Section 4.05 Cancellations. IFC shall give THBC prompt notice of any Home Game cancellations or other schedule changes. In the event a game is cancelled or postponed, IFC and THBC shall work together in good faith to reschedule the cancelled or postponed game to another date.

Section 4.06 Release of Events. In the event of a strike, work stoppage, League shutdown, or similar event which prevents IFC from playing football or otherwise presenting Football Events, IFC shall release Football Event dates to THBC once it is determined by IFC that IFC will be unable to hold a Football Event on such date.

Section 4.07 Use of Turf Surface. IFC shall have use of the turf surface at the Event Center for at least one hour before and after each Home Game. On the day before a Football Event, to the

extent reasonably available, IFC and the visiting football team shall have use of the turf surface at the Event Center from 9:00 AM ET to 2:00 PM ET.

Article 5. Facilities

Section 5.01 THBC Access. Subject to IFC's rights under this Agreement, THBC shall retain the right to control, manage, schedule, and operate the Real Estate, including the Facilities.

Section 5.02 Football Events. During Football Events scheduled pursuant to this Agreement, IFC shall have use of the Facilities for such Football Events, including, without limitation, use of VIP Areas, space for pre-game and post-game hospitality events, and, to the extent authorized by IHC, the Visiting Team Facilities, referee locker room and press room, as depicted in Exhibit A to this Agreement.

Section 5.03 VIP Areas. During Football Events, IFC shall have the use of VIP Areas and other space within the Facilities for pre-game and post-game hospitality events occurring within the Football Designated Time.

Section 5.04 Team Locker Room, Team Store and Kiosks. Pursuant to the IHC License, IHC controls the Team Locker Room, Team store and its kiosks located throughout the Facilities. IFC shall have, to the extent allowed by the IHC License, use of the Team Locker Room, Team store and IHC kiosks as mutually agreed in writing between IHC and IFC. Moreover, if IFC installs exercise/weight training and other athletic and/or football equipment in the Team Locker Room (the "**Training Equipment**"), IFC shall maintain in good working order the Training Equipment or cause the Training Equipment to be removed from the Team Locker Room.

Section 5.05 Visiting Team Facilities. During Football Events, IFC shall have exclusive use of three (3) of the four (4) visiting locker rooms as depicted on Exhibit A, showers and toilets, (the "**Visiting Team Facilities**") and, if the Visiting Team Facilities are not being used for an Other Event, the Visiting Team Facilities shall be available to IFC and its designees one (1) day prior to such Football Event. To the extent available and at THBC's reasonable discretion, one (1) of the four (4) visiting locker rooms may be made available to IFC on a daily basis throughout the Football Season to compensate for IHC's use of the Team Locker Room, including, but not limited to, any time periods where the Hockey Events and Football Events overlap.

Section 5.06 Maintenance - Premises Generally & Common Areas. THBC shall use diligent efforts to ensure that (a) the Event Center and Real Estate remain in compliance with the Laws, (b) are clean and in good operating condition, ordinary wear and tear excepted for a building of this type used for the intended uses, including for League professional football exhibitions. Without limiting the foregoing, THBC covenants and agrees that it shall carry out regular maintenance of the Event Center, including all necessary cleaning and repairs, except as otherwise provided in this Agreement. THBC shall be responsible for the cost of any improvements or changes (subject to prior IFC approval) to the Event Center resulting from or by reason of any change in League requirements concerning player or fan (invitee) safety, digital connectivity or fair play (individually or collectively, the "**Required Changes**"). Notwithstanding the foregoing, THBC shall not be responsible for the cost or expense of any Required Changes in excess of $50,000 (in the aggregate) in any applicable Calendar Year (the "**Required Changes Annual**

Cap"). IFC shall be responsible for all other costs of any improvements or changes to the Event Center resulting from or by reason of any change in League requirements that (a) do not constitute Required Changes or (b) constitute Required Changes but exceed the Required Changes Annual Cap in any particular Calendar Year. Moreover, except as otherwise stated herein, IFC shall be responsible for the cost of any improvements or changes (subject to prior THBC approval) to the Event Center (a) necessitated by any act or neglect of IFC, the Team, or any visiting football team and/or (b) resulting from or by reason of any other invitee of IFC or the Team, except paying ticket holders and except for such ordinary repairs which are caused by normal football team play. Moreover, THBC shall keep and maintain all Common Areas in a clean, open and safe condition consistent with the Laws. IFC will not impair or impede use of the Common Areas around or within the Event Center and shall otherwise position its tables and kiosks in compliance with the Laws.

Article 6. Equipment

Section 6.01 THBC Equipment. Subject to the Equipment Cap defined below, THBC shall acquire and provide the use of certain personal property and/or equipment (individually or collectively, the "**Football Equipment**"), all as determined by IFC and required to host Home Games. All requests for Football Equipment shall be made by IFC to the THBC by submitting in writing such requests to the Manager. To the extent that THBC determines that it has available storage space, in its sole discretion, THBC shall provide storage space for such Football Equipment. Except for the items indicated below, in no event shall THBC be obligated to pay more than Five Hundred Thousand and no/100 Dollars ($500,000.00) in the aggregate (the "**Equipment Cap**") for all of the Football Equipment.

The Football Equipment to be provided and maintained in good working order by THBC shall include the following:

(a) Turf;

(b) Goal posts;

(c) 25-second clocks in each end zone;

(d) Netting on both sides of the football field in the Event Center; and;

(e) Ancillary football equipment provided in other League home arenas.

Section 6.02 THBC Fixtures. THBC shall provide the use of and maintain in good working order the following equipment and fixtures which shall not be subject to or counted toward the Equipment Cap (individually or collectively, the "**Facility Fixture(s)**"):

(a) Public address sound system;

(b) Scoreboard (and any other scoreboard later installed, as applicable);

(c) Dasher boards;

(d) Seating areas;

(e) Officials areas;

(f) Secure video feed for Team Locker Room and visiting team locker room; and

(g) Secure internet connection for the Team store, Team Locker Room and visiting team locker room.

Section 6.03 THBC Repair Obligation. THBC shall be responsible for normal wear and tear, damage, casualty losses, replacement, and other impairments of the Football Equipment and Facility Fixtures, provided that IFC shall be responsible for damage to the Football Equipment and Facility Fixtures caused by the Team or the visiting team (excluding for purposes of clarity normal wear and tear).

Section 6.04 League Standards. The Football Equipment and Facility Fixtures listed in Sections 6.01 and 6.02 shall meet League standards and customary levels as communicated in writing by IFC, from time to time.

Section 6.05 Turf Maintenance. For Home Games, THBC shall provide and maintain a turf surface that meets League standards and customary levels.

Section 6.06 In-Turf Signage. IFC shall pay all costs associated with in-turf signage, including, without limitation, maintenance and repair of such signage, excluding any in-turf signage of the Naming Rights Sponsor, which shall be maintained at THBC's sole cost and expense.

Section 6.07 Abandoned Property. Forty-Five (45) calendar days after the termination or expiration of this Agreement, any property left in the Event Center by IFC, including, without limitation in the Team Locker Room, Team store and other areas, shall become property of THBC to be utilized or disposed of at THBC's discretion. IFC shall be responsible for any reasonable out-of-pocket disposal costs, which amounts shall be paid to THBC within thirty (30) days of THBC providing an invoice for any such expenses. This Section 6.07 shall survive termination of this Agreement.

Article 7. Crowd Behavior

Section 7.01 Ejection of Invitees. THBC reserves the right to eject any unruly or disruptive person from the Event Center. THBC shall use best efforts to remove or reject any such person in a manner that is as minimally disruptive as possible under the circumstances.

Article 8. Personnel, Responsibilities & Coordination

Section 8.01 Cooperation. IFC and THBC will work jointly to provide a quality entertainment experience with respect to the Event Center. THBC has initially retained the Manager to manage and operate the Event Center, and IFC and the Manager shall regularly meet to discuss operation of the Event Center with respect to Football Events. Upon reasonable request of IFC, THBC shall make available THBC representatives to meet concerning IFC's use of the Event Center.

Section 8.02 Employees and Contractors. IFC and THBC will pay their respective employees and contractors without any expectation of reimbursement from the other party.

Section 8.03 THBC Year-Round Employees and Contractors. Throughout the Term during normal business hours, THBC shall provide employees and contractors for:

(a) Ticket management, ticket sales at the Event Center box office, and customary box office services;

(b) Housekeeping/janitorial and building maintenance service in the Event Center; and

(c) Security as customarily provided with respect to the Event Center.

Additionally, with IHC's consent, IFC may use the sixty (60) reserved parking spaces THBC has provided to IHC in the IHC License in the area depicted on Exhibit A for IFC employees and personnel during Football Events.

Section 8.04 THBC Employees and Contractors. During Football Events, THBC shall provide employees and contractors for:

(a) Ticket sellers in the Event Center box office (to the extent IFC utilizes the Event Center's contracted, exclusive automated ticketing partner for the sale of all individual tickets for the sellable capacity for all Football Events and Other Events via any and all means and methods, including on the Internet, by telephone, computer, IVR, outlets, television, clubs, auctions, VIP packages, presales, upsells, or by any other means of distribution, whether existing now or at any time in the future), ticket takers, parking attendants, concessionaires, ushers, and security inside and outside the Event Center to meet reasonable League standards;

(b) Turf surface maintenance, set-up, and take-down to meet reasonable League standards;

(c) Pre-game and post-game housekeeping/janitorial to meet reasonable League standards;

(d) Medical personnel (and ambulance) for spectators/guests and at least two (2) AED units to meet reasonable League standards; and

(e) Lighting and sound technician personnel, provided that IFC shall reimburse THBC for its actual costs incurred.

Section 8.05 IFC Year Round Employees and Contractors. Throughout the Term, IFC shall provide employees and contractors for:

(a) Its professional football and business operations;

(b) Sales, marketing, and creative services;

(c) Inventory maintenance and staffing for the Team store;

(d) Accounting and bookkeeping, as needed; and

(e) Ticket sellers, concierge and other service providers necessary for a VIP experience in the VIP Areas; provided, however, that THBC shall be exclusively responsible for all concession and concession sales in such VIP Areas.

Section 8.06 IFC Home Game Employees and Contractors. For Home Games, IFC shall provide employees and contractors for:

(a) A men's professional indoor football game between the Team and League opponent in conformity with League rules and regulations;

(b) Players, coaches, trainers, and uniforms/equipment to meet League standards and customary levels;

(c) Referees and other League contractors to meet League standards and customary levels;

(d) Medical personnel (and ambulance), including EMT(s), for players to meet League standards and customary levels;

(e) Game operations to meet League standards and customary levels;

(f) IFC kiosk and table sales and customer; and

(g) Audio/video/camera operators, scoreboard and ribbon board operator/s, and public address personnel to meet League standards and customary levels.

Section 8.07 Pre/Post-Game Activities. For the avoidance of doubt, IFC shall be entitled to use the Facilities during Football Events (e.g., events with players, VIP events). Unless otherwise approved by THBC, the pre/post-game activities shall occur within the Football Designated Time.

Section 8.08 Extended Football Events. IFC shall be responsible for any incremental costs actually incurred by THBC from IFC activities that (a) materially extend beyond the Football Designated Time, and (b) are scheduled to occur on dates other than on the day of Football Events.

Article 9. Concessions & Beverages

Section 9.01 Concessionaire. THBC shall identify an entity to oversee and provide concessions at the Event Center (the "**Concessionaire**"). THBC shall approve in its commercially reasonable discretion and cause the Concessionaire to reasonably cooperate with IFC to provide for promotions from time to time, so long as the material terms and conditions are commercially reasonable.

Section 9.02 Food and Beverage Revenues. THBC shall be entitled to retain one hundred percent (100%) of all revenue generated from food and beverage sales at the Event Center.

Section 9.03 No Other Beverage or Food Sales. Without THBC approval, IFC shall not sell any food and beverage items in the Event Center.

Article 10. Ticketing, Parking & VIP Seating

Section 10.01 Ticket Prices. IFC shall determine the prices and terms upon which Football Event tickets shall be sold; provided that IFC shall charge a three dollar ($3.00) facility fee (the "**Facility Fee**") for each Football Event ticket actually paid for and not refunded, including tickets sold outside the box office such as ticket plans and group tickets.

Section 10.02 Ticket Database. THBC will endeavor to cause its ticketing contractor to work with IFC, including, without limitation, utilizing the ticketing contractor's database information for sales and marketing purposes.

Section 10.03 Ticket Sales. Except for the Facility Fee, THBC shall not add service charges to ticket sales for Football Events. Except for the Facility Fee as further described above, and Premium Seating, as further described, below, IFC shall be entitled to retain one hundred percent (100%) of (a) all ticket sale revenue generated from each Football Event, including, without limitation, party suite tickets, and (b) all amounts related to fees/refunds/rebates for Ticketmaster (or any successor) and/or box office fees for Football Events during the Term.

Section 10.04 Ticket Expenses. IFC shall be responsible for the cost of Football Event ticket stock and printing the tickets.

Section 10.05 Bad Debts. THBC shall be responsible for any bad charges from Football Event ticket sales, unless IFC does not use THBC's ticketing system for such Football Events. THBC shall not accept checks for payment of ticket sales.

Section 10.06 Ticket Refunds. IFC shall be responsible for any Football Event ticket refunds.

Section 10.07 THBC & IFC Ticket Sale Authorization. For clarity, THBC shall only be authorized to sell single Football Event tickets in accordance with Section 8.04(a) (as opposed to groups sales, partial ticket plans, seasons tickets and Premium Seating tickets, which IFC shall have the exclusive right to sell).

Section 10.08 Parking Fees. THBC shall be entitled to retain one hundred percent (100%) of all parking revenue generated from the Parking Facility in connection with Football Events. During the first full ten (10) Football Seasons, THBC shall not charge, and shall cause any applicable vendor or agent not to charge, more than ten dollars ($10) per vehicle for Football Event parking. Thereafter, any increases in the rate of Football Event parking shall be commercially reasonable and consistent with parking charges at facilities like the Event Center and for events like minor league hockey games.

Section 10.09 Parking for Event Customers. THBC shall provide a reasonable number of parking spaces and reasonable locations for Football Event customers.

Section 10.10 Premium Seating Tickets. THBC shall be responsible for reimbursing IFC for manifested and sold Premium Seating to Football Events. The parties have agreed that, in determining the amount owed pursuant to this Section 10.10, (i) the value of each such ticket shall be based on the Average Ticket Price, and (ii) each suite requires a number of tickets depending on size and manifested seats. THBC shall not be responsible for reimbursing IFC, and IFC shall furnish at no charge, tickets for Pre-Season Games and Play-Off Games. Notwithstanding the foregoing, Premium Seating shall not include "Private Seating", as such term is defined in the IHC License. IFC and THBC agree and acknowledge that all "Private Seating" shall be governed by the terms of the IHC License. To the extent IFC authorizes IHC, IHC shall be entitled to offset amounts owed pursuant to this Section 10.10 against amounts owed to THBC for its portion of Premium Seating pursuant to the IHC License, provided however, such offset shall be clearly documented and provided to THBC for review.

Section 10.11 Party Suites; Additional Suite Tickets. With respect to party suites and any additional tickets sold to suite holders which do not appear on the manifest, IFC shall be entitled to, as described in Section 10.03 above, one hundred percent (100%) of all ticket sale revenue generated from each Football Event during the Term (including, without limitation, box office fees, and ticket provider rebates).

Section 10.12 Attendance Bonuses. THBC shall pay IFC an attendance bonus of five dollars ($5.00) for each ticketed individual in attendance (i.e., the drop count) at Football Events during each Football Season (including Pre-Season Games and Play-Off Games and calculated on a cumulative basis) in excess of 36,000. For example, and without limitation, if, during the 2026 Football Season, 40,000 ticketed attendees attend Football Events, THBC shall pay to IFC $20,000.00. For the avoidance of doubt, for purposes of this Section 10.12, tickets sales shall not equate to the actual of number of ticketed attendees that attend Football Events during the Football Season. THBC shall pay IFC such bonus within thirty (30) days of the end of the Football Season.

Article 11. Event Settlement

Section 11.01 Collections of Ticket Sales. THBC shall collect on behalf of IFC and pay to IFC within ten (10) calendar days of each Football Event the face value of all single Football Event tickets sold in connection with such Football Event. THBC shall collect on behalf of IFC and pay to IFC within ten (10) calendar days of receipt all single Football Event ticket rebates, together with a reasonably detailed report with respect to the rebates.

Section 11.02 Facility Fee Payments. THBC shall be entitled to offset the Facility Fee amount owed to THBC against amounts owed to IFC pursuant to Section 11.01; provided, however, such offset shall be clearly documented and provided to IFC for review.

Article 12. Merchandising & Intellectual Property

Section 12.01 Sale of Merchandise. IFC shall have the right to sell and shall retain one hundred percent (100%) of all revenues from sales of products, programs, promotional equipment and materials, novelties, and related items whether sold through the Team store, online, tables, kiosks or any other means (the "**Merchandise**") regardless of whether such sales occur before, during or after Football Events.

Section 12.02 Restrictions on Merchandise. THBC reserves the right to prohibit sales of Merchandise in the Team store that it determines, in its reasonable discretion, violates the Goodwill Obligation.

Section 12.03 Intellectual Property Ownership. IFC and THBC acknowledge and agree that (a) all trademarks, service marks, copyrights, logos, and names related to the Event Center (collectively, "**THBC IP**") are the sole and exclusive property of THBC, and (b) all trademarks, service marks, copyrights, logos, and names related to the Team and/or IFC (collectively, "**IFC IP**") are the sole and exclusive property of the League or IFC, as applicable. Subject to the terms of this Agreement, THBC shall not use IFC IP, and IFC shall not use THBC IP, without permission of the applicable owner. Notwithstanding the foregoing, and for no additional consideration and for the duration of the Term, (x) THBC expressly licenses to IFC, THBC IP in connection with Merchandise and other activities of the Team that are not contrary to the Municipal Purposes, provided that the Merchandise also contains IFC IP or other intellectual property of IFC or its designee, and (y) IFC expressly licenses to THBC IFC IP in connection with THBC's marketing and promotion of the Team or the Event Center, provided that such marketing and promotion also contains THBC IP or other intellectual property of THBC or its designee. For purposes of quality control and maintaining active ownership and control of the respective THBC IP and IFC IP, each party shall have the right to review the types and quality of merchandise sold. If, in the commercially reasonable judgment of a party, the other party is selling merchandise that is not of a satisfactory type or quality and that potentially violates the Goodwill Obligation, the party may require the other party to (i) refrain from selling any such product; or (ii) remove THBC IP or IFC IP, as applicable, from such product. IFC shall have up to six (6) months following the date of termination of this Agreement to continue selling Merchandise inventory bearing THBC IP existing at the time of such termination. This Section 12.03 shall survive termination of this Agreement.

Section 12.04 Retention of Intellectual Property. Except as provided in this Agreement, nothing in this Agreement shall be deemed to provide IFC with any rights in the intellectual property currently or in the future owned by THBC. Therefore, THBC retains all intellectual property rights including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logo, name and colors and does not grant any form of license whatsoever to IFC for the use of such intellectual property rights outside the very limited use that is granted in this Agreement. Likewise, nothing in this Agreement shall be deemed to provide THBC with any rights in the intellectual property currently or in the future owned by IFC, its parent company or any subsidiary or affiliate of IFC. Therefore, IFC retains all intellectual property rights including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logo, name and colors and does not grant any form of license whatsoever to THBC for the use of such intellectual property rights outside the very limited use that is granted in and made necessary in this Agreement.

Article 13. Naming Rights, Sponsorships & Promotions

Section 13.01 Naming Rights. IFC shall cause the name and logo of the Event Center (as mutually agreed by THBC, IHC and the Naming Rights Sponsor) to be included as follows among others:

(a) logo placed on media backdrop used by IFC in Event Center;

(b) logo on Event Center schedules for Football Events;

(c) name and/or logo on all Event Center tickets for Football Events and other activities;

(d) full page ad in Home Game printed Event Center programs (if applicable); and

(e) the Naming Rights Sponsor's name prominently displayed on the playing turf, at THBC's sole cost and expense.

Section 13.02 Sponsorships. THBC has provided IHC the exclusive right to sell certain Sponsorships (as specifically defined in the IHC License). To the extent that IHC authorizes IFC to sell Sponsorships, Sponsorships shall be sold consistent with and pursuant to the IHC License, including, without limitation, seeking the approvals described in Section 13.04 hereof.

Section 13.03 Promotions Revenues. IFC shall have the exclusive right to sell and retain all revenues with respect to IFC Promotions. THBC and entertainers or entertainment entities scheduled to perform at the Event Center shall be entitled to Other Event Promotions.

Section 13.04 Sponsorship Notices. Notwithstanding Section 35.05 (Approvals), IFC shall notify THBC in advance in writing of any prospective sponsor, related artwork and schematic drawings with respect to a Sponsorship and any related Signage. THBC shall notify IFC within five (5) business days whether it approves such sponsor and such artwork and the failure by THBC to provide such notice timely shall be deemed approved, it being understood that such sponsor and such artwork shall not contravene Municipal Purposes or the Goodwill Obligation.

Section 13.05 Miscellaneous Advertising. IFC shall have the exclusive right to sell, and retain all revenues for, the following in connection with Sponsorships, which Sponsorships shall be subject to THBC's approval in its commercially reasonable discretion and which shall not be an exclusive list of IFC's rights with respect to Sponsorships:

(a) Activities at other mutually agreed parking areas for Football Events;

(b) 50/50 drawings, if permitted by law for Football Events; and

(c) Home Game ticket backs.

Section 13.06 Retained Rights of THBC. THBC shall have the right to use the Event Center in any manner that does not impede the rights of IFC provided herein, which rights, in addition to all others, include, but are not limited to:

(a) THBC shall have the right of an Event Center licensee/tenant during Other Events, including the rights under Article 14 (Covering and Removal of Signage); and

(b) the right to authorize its licensees/tenants to erect Temporary Signage and place kiosks on and around the floor and concourse of the Event Center as part of activities during Other Events.

Article 14. Electronic Signage

Section 14.01 Electronic Signage; Ownership and Maintenance. THBC shall own, and shall be responsible for maintaining and insuring, the Electronic Signage.

Section 14.02 Scoreboard Advertisements. If the scoreboard or Electronic Signage is used for advertising during Other Events, IFC shall have, at no cost and on a calendar year basis, two (2) 30-second spots to promote the Team and/or Football Events. At every Home Game, THBC and THBC's licensees/tenants shall have, at no cost, up to two (2) 30-second spots to promote Other Events. Both THBC and IFC shall be responsible for their respective production and programming costs.

Section 14.03 Concourse Televisions Advertisements. During each Home Game, THBC and THBC's licensees/tenants shall have, at no cost, the right to promote Other Events for twenty-five percent (25%) of the TV Messages displayed during such Home Game on the televisions located throughout the Event Center concourses, except for those televisions located within concession stands displaying such Home Game. To the extent authorized by IHC, IFC shall have, at no cost, the right to use IHC's time provided pursuant to the IHC License to promote the Team and/or Football Events for twenty-five percent (25%) of the TV Messages displayed during the Other Events on the televisions located throughout the Event Center concourses, except for those televisions located within concession stands displaying such Other Event. Both THBC and IFC shall be responsible for their respective production and programming costs.

Section 14.04 Electronic Marquee Advertisements. THBC and THBC's licensees/tenants shall have, at no cost, the right to utilize the Electronic Marquee to promote Other Events or for THBC's non-commercial purposes (a) for twenty-five percent (25%) of the time during Home Games; and (b) seventy-five percent (75%) of all other times during which the Electronic Marquee is operational. To the extent authorized by IHC, IFC shall have, at no cost, the right to IHC's time provided pursuant to the IHC License to utilize the Electronic Marquee to promote the Team and/or Football Events consistent with and pursuant to the IHC License.

Article 15. Publicity, Video Messages, Signs & Banners

Section 15.01 Public Safety Announcements. During every Football Event and at all other times, THBC reserves the right to make and cause to be made public safety announcements, which may utilize the scoreboard and the ribbon board.

Section 15.02 Outdoor Advertisements. IFC acknowledges that no signs, banners or other promotional materials may be displayed by IFC on the exterior of the Event Center or on the Real Estate without THBC'S prior written approval.

Section 15.03 Signage and Banner Costs. IFC shall be responsible for its sign/banner production, installation, removal, and maintenance costs.

Article 16. Broadcasting & Digital Rights

Section 16.01 IFC Broadcast and Digital Rights. IFC shall retain all public and private photographic, recording and/or broadcasting rights for Football Events, whether digital or analog. Such rights include, but are not limited to, the right to broadcast or re-broadcast for any audience

in any media, whether live or recorded, any Home Game or part of any Home Game. In addition, the League will also have rights to Home Game broadcasts. It is expressly understood that all copyrights in any such photography, recording or broadcast shall be owned by IFC and in no way shall THBC have any ownership right in or to the broadcast or any content in the broadcast. In no event shall THBC or anyone under its direction or control make any use of any photography, recordings or broadcasts of any Home Game other than for historical and marketing purposes absent the express written consent of IFC. To the extent that THBC obtains, by law or otherwise, a copyright or any other intellectual property or property right in any photo, recording or broadcast of any Home Game, THBC agrees to assign to IFC for no cost, fee or expense those rights, and to execute such documents reasonably required to give effect to such assignment.

Section 16.02 Broadcast Expenses. IFC shall be responsible for any expenses related to Home Game broadcasts (e.g., additional Internet connections). THBC will provide a dedicated Internet access line into the Event Center broadcast booth that meets IFC's specifications. IFC shall pay the monthly charge for such Internet access and may charge other users of the Event Center for such access.

Section 16.03 Recordings or Broadcasts. IFC retains any and all subsidiary rights in and to any recording or broadcast of any Home Game.

Article 17. Term

Section 17.01 Term. Except as otherwise set forth in this Agreement (including, without limitation, pursuant to Section 17.02, Loss of Use, as described in Article 28, or Termination for Default, as described in Article 30), the term of this Agreement shall begin on March 1, 2025 (the "**Commencement Date**") and shall end on the date that is one hundred (100) days thereafter (the "**Initial Term**"), provided that the Initial Term shall automatically renew without the requirement of any notice (written or otherwise) for successive periods of one hundred (100) days each (each, a "**Renewal Term**"). The actual duration of this Agreement (i.e., the Initial Term together with any and all Renewal Term(s)) is referred to herein as the "**Term**". Notwithstanding the foregoing, IFC and THBC shall be bound by all other terms and conditions of this Agreement from and after the Effective Date, with the exception of the payment of the License Fee, as hereinafter defined, which shall commence on the License Fee Commencement Date, as hereinafter defined.

Section 17.02 Renewal Terms. Unless IFC or THBC provides written notice to the other party of the intent to terminate this Agreement not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term, this Agreement shall automatically renew as set forth above. Notwithstanding the foregoing, (a) any renewal of the Initial Term or a Renewal Term shall not adversely affect the federal tax status of any outstanding federally tax-exempt obligations issued to finance or refinance the Facilities, and (b) unless otherwise agreed by the parties, the Term shall automatically expire and shall not be subject to further renewal as of the tenth (10^{th}) anniversary of the Commencement Date (i.e., March 1, 2035).

Article 18. Alteration & Surrender of the Facilities

Section 18.01 Alterations. Except as otherwise permitted in this Agreement or approved in writing by THBC, IFC shall not make any alterations, improvements, additions, or changes to the

Facilities. All such alterations, changes, additions, or improvements shall be at IFC's sole expense, and shall be abandoned or removed at the termination or expiration of this Agreement as set forth in Section 6.07 (Abandoned Property), unless THBC approves otherwise.

Section 18.02 Return Condition of Facilities. IFC shall return the Facilities to THBC at the expiration or termination of this Agreement in their original condition, together with approved improvements, reasonable wear and tear and damage by casualty excepted.

Section 18.03 As-Is Condition. Upon completion of the Event Center according to the approved plans disclosed to IFC and previously approved by the League, IFC shall accept all Facilities in as-is condition. THBC shall have no obligation to make any further capital expenditures but may do so at THBC'S sole discretion.

Article 19. License Fees

Section 19.01 License Fees. IFC shall pay to THBC license fees as set forth in this Article 19. Subject to proration as described further below, IFC shall pay to THBC the monthly amount of $8,333.33 by or before the first (1st) day of each month of the Term (individually or collectively, the "**License Fee**"); provided, however, IFC's obligation to pay the License Fee shall commence on September 1, 2024 (the "**License Fee Commencement Date**") and end on August 31 of each Calendar Year thereafter, until this Agreement terminates or expires by its terms. Accordingly, in the event all Renewal Terms are exercised to the final expiration date of this Agreement, as set forth in Section 17.02, above, IFC's final monthly License Fee shall be due and payable on August 1, 2034, notwithstanding the fact that the final Renewal Term shall expire on March 1, 2035. Except as otherwise set forth herein, IFC shall have no obligation to reimburse THBC for, and the following shall be the sole obligation of THBC: (x) Home Game day expenses related to the operation of the Event Center; (y) general Event Center maintenance, upkeep, and operating expenses; and (z) Event Center capital repairs, replacements or improvements.

Section 19.02 Payment Terms. Except where otherwise noted, IFC shall pay to THBC any amount due under this Agreement within ten (10) calendar days after it is due.

Article 20. Notice to Parties

Section 20.01 Notices. Unless otherwise specifically stated, whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses by both email and U.S. first class mail, postage prepaid or hand delivered to the other party's authorized agent or to such other person or address as the parties may designate in writing and deliver as herein provided:

Notices to City of Fishers shall be sent to:

Mailing Address: City of Fishers, 3 Municipal Drive, Fishers, IN 46038. ATTN: Scott Fadness, Mayor
Email: fadnesss@fishers.in.us

With a copy to:

Mailing Address: City of Fishers, 3 Municipal Drive, Fishers, IN 46038. ATTN: Lindsey

Bennett, City Attorney
Email: bennettl@fishers.in.us

Notices to THBC shall be sent to:

Mailing Address: City of Fishers, 1 Municipal Drive, Fishers, IN 46038. ATTN: Jay Bangert, President
Email: jbangert@hagermangc.com

With a copy to:

Mailing Address: Jennifer C. Messer, P.C., 202 E. 71st Street, Indianapolis, IN 46220. ATTN: Jennifer Messer
Email: jennifercmesserlaw@gmail.com

Notices to IFC shall be sent to:

Mailing Address: Indiana Football Club, LLC, 12400 N. Meridian St., Suite 160, Carmel, IN 46032, James P. Hallett, Chairman
Telephone: 317-925-3835

A copy of any Notice to IFC shall be sent to:

Mailing Address: Brad Schwer, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204
Email: bschwer@taftlaw.com
Telephone: 317-713-3480

Section 20.02 Effectiveness of Notice. All notice sent in accordance with this Article 20 shall be deemed given and effective on the date delivered if made in person or on the date deposited if sent via overnight courier service.

Article 21. Safety

Section 21.01 Safety Obligations. THBC have final and complete authority on any issues relating to safety. IFC shall safely carry out its obligations under this Agreement. IFC agrees to prompt and complete compliance with all safety decisions made by THBC. Upon THBC'S reasonable request, IFC shall attend safety trainings.

Section 21.02 THBC's Consent of Other Risky Activities. IFC activities that increase insurance premiums, require permits, and/or increase risks to attendees (e.g., pyrotechnics) require THBC's prior written approval.

Article 22. Insurance

Section 22.01 IFC Insurance. IFC shall, either directly or indirectly, maintain with insurers licensed to do business in the State of Indiana, the insurance coverages outlined below at its sole cost and expense throughout the duration of this Agreement, including any extensions. Coverage must be with an insurer acceptable to THBC. The insurers must have minimum AM Best rating of A VIII. Such coverage shall insure against claims, resulting from personal injury, bodily injury to, or death of persons and damage to, or loss of, property, in, on or about the Real Estate, as follows in connection with IFC's acts or omissions:

(a) Commercial General Liability Insurance - Naming THBC and all of its and their respective lenders, licensees, subsidiaries and affiliates as well as each of their respective officials, directors, officers, partners, representatives, agents, successors, assigns, and employees (collectively, the "**THBC Insured Parties**" or individually a "**THBC Insured Party**") as additional insureds with the following minimum coverages and limits:

(i)	$1,000,000	Per Occurrence Bodily Injury and Property Damage
(ii)	$1,000,000	Per Occurrence Personal and Advertising injury
(iii)	$5,000,000	General Aggregate
(iv)	$1,000,000	Products and Completed Operations Aggregate

General Aggregate to apply on a per location basis. The policy shall contain coverage for terrorism and shall not contain any exclusion except those customarily contained within the coverage form on such policies.

(b) Commercial Automobile Liability - In an amount of $1,000,000 combined single limit for bodily injury and property damage, covering all owned (if applicable), non-owned or hired (if applicable) automobiles used in the course of this Agreement.

(c) Host Liquor Liability - In a minimum amount of $5,000,000 per occurrence and $5,000,000 aggregate.

(d) Employers Liability - In a minimum amount of $1,000,000 each accident, $1,000,000 each employee and $1,000,000 policy aggregate, covering all employees, volunteers, temporary employees, and leased workers.

(e) Umbrella or Excess Liability - Naming THBC Insured Parties as additional insureds, in a minimum amount of $5,000,000 per occurrence, providing limits above the required Commercial General Liability, Commercial Automobile Liability, Host Liquor Liability, and Employers Liability primary limits. THBC retains the right to increase this limit requirement.

(f) Workers Compensation - In compliance with any and all statutes requiring such coverage in the State of Indiana, covering employees, volunteers, temporary workers and leased workers.

(g) Property - IFC shall be responsible for its own personal property, regardless of the type, to be insured on a replacement cost basis on a Special Causes of Loss form. Any such property insurance shall expressly waive any and all rights of subrogation against THBC Insured Parties.

If IFC engages any sub-licensees or independent contractors to complete or perform any work called for in this Agreement, IFC is responsible for maintaining evidence that all of the sub-licensees or independent contractors are compliant and maintaining the required insurance as though they were parties to this Agreement.

In the event IFC fails to procure, maintain, or pay for the required insurance as required of it in this Agreement during the Term, THBC shall have the right but not the duty or obligation to procure such insurance and pay the premiums, in which event IFC shall repay THBC within ten (10) calendar days of THBC'S demand, including all sums so paid by THBC.

All insurance procured/maintained by IFC, including the Umbrella or Excess Liability, shall be primary over insurance available to THBC Insured Parties. Any insurance available to THBC Insured Parties shall be considered excess and non-contributing. Certificates of Insurance shall be provided to THBC or designated representative, evidencing that the required insurance has been obtained, and policies shall be made available for inspection upon request. The policies and certificates shall contain a provision that the Insurer will not cancel, non-renew or change in any material way the nature or extent of the coverage provided by the policy without first giving THBC thirty (30) calendar days prior written notice by certified or registered mail.

The insurance requirements set forth in this Agreement will in no way be intended to modify, reduce, or limit the indemnification herein made by IFC.

Any actions, errors, or omissions that may invalidate coverage for IFC insured shall not invalidate or prohibit coverage available to THBC Insured Parties.

Receipt by THBC of a Certificate of Insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by both parties.

Notwithstanding anything to the contrary in this Agreement, nothing herein requires IFC to provide insurance coverage for Claims against a THBC Insured Party in an amount that exceeds the applicable aggregate and individual liability limits of the Indiana Tort Claims Act, IND. CODE § 34-13-3 *et seq*., as amended; provided, however, such limitation on required insurance shall only apply to Claims subject to the Indiana Tort Claims Act., as amended.

IFC waives any claim against THBC for loss or damage that may be covered by a standard fire insurance policy with extended coverage endorsements and waives any right of subrogation with respect to any such loss or damage.

Section 22.02 THBC Insurance Waiver. THBC waives any claim against IFC for loss or damage that may be covered by a standard fire insurance policy with extended coverage endorsements and waives any rights of subrogation with respect to any such loss or damages.

Article 23. Indemnification & Defense

Section 23.01 IFC Indemnification. IFC agrees to indemnify, defend, and hold harmless THBC and its respective agents, officers, and employees from all Claims, caused by (a) IFC's breach of this Agreement; or (b) any tortious act or negligent omission by IFC and its agents, officers, and

employees, if any in the performance of this Agreement.

Section 23.02 THBC Indemnification. Subject to the limitations set forth in Section 35.11, THBC shall indemnify, defend, and hold harmless IFC, its affiliates, and its and their respective agents, officers, and employees from all Claims caused by (a) THBC's or City's breach of this Agreement; or (b) any tortious act or negligent omission by THBC or City and any of their respective agents, officers, and employees, if any in the performance of this Agreement. Notwithstanding the foregoing or anything included herein to the contrary, IFC acknowledges and agrees that for Claims subject to the Tort Claims Act, THBC shall not be responsible for indemnification in excess of THBC'S potential exposure pursuant to the Tort Claims Act.

Article 24. Non-Exclusive Use

Section 24.01 Non-Exclusive Use of the Facilities. IFC shall have use of the Facilities as set forth in this Agreement. IFC acknowledges that, from time to time, the use of various parts of the Event Center and Real Estate other than those areas which IFC has exclusive right will be used for Other Events. When a Home Game and Other Event is scheduled on the same day, IFC shall reasonably cooperate with THBC to allow the Event Center to host both the Other Event and the Football Event provided that there is no material, adverse impact on any such Football Event.

Article 25. Non-Discrimination

Section 25.01 IFC Non-Discrimination. Pursuant to IND. CODE § 22-9-1-10, IFC (and any entity and/or person affiliated with it) shall not discriminate against any customer, employee, or applicant for employment, to be served and/or employed in the performance of this Agreement, with respect to service, hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry.

Article 26. Confidentiality

Section 26.01 Access to Public Records Act. IFC understands and agrees that THBC is a public agency that is subject to the Indiana Access to Public Records Act ("**APRA**"), IND. CODE §5-14-3-1, *et seq.* Any information that is maintained by, filed with or received by THBC under the terms of this Agreement will be kept confidential by THBC only if the information is confidential under the APRA. IFC understands and agrees that data, materials, and information disclosed to IFC by THBC may contain confidential and protected data. THBC shall prominently mark and otherwise identify all data, materials and information that contain confidential and protected data (the "**Confidential Information**"). Confidential Information identified and disclosed to IFC for the purpose of this Agreement will not be disclosed by IFC to anyone other than its personnel, agents, attorneys, accountants and/or representatives or discussed with third parties without the prior written consent of THBC. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that (a) is or becomes part of the public domain through no fault of IFC or is subject to disclosure under the APRA, (b) is already known (at the time of disclosure) to IFC prior to disclosure of such information by THBC, (c) is subsequently received by IFC from a third party who IFC reasonably believes is not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation owed to THBC, or (d) is

independently developed by IFC without access to any confidential or proprietary information of THBC.

Article 27. Approval of IFC's Contractors

Section 27.01 IFC Contractor Requirements. IFC may utilize contractors under this Agreement, but any such contractor shall meet all IFC's requirements under this Agreement and IFC remains fully responsible for any obligations.

Section 27.02 Approval of IFC Contractors. Prior to the commencement of work, IFC shall submit proposed contractors to THBC for approval. Where applicable, IFC may be required to use THBC's preferred vendors, provided that the cost and quality of work is substantially the same.

Article 28. Loss of Use by IFC

Section 28.01 Destruction of Event Center. In the event that the Event Center is partially or totally destroyed or damaged or otherwise rendered unusable, the License Fee shall be abated for the period during which the Facilities or any part thereof is unfit for use by IFC in proportion to the percentage of the area of the Facilities which is unfit for use by IFC bears to the area of the Facilities; provided, however, if the damage is such that the Event Center cannot be reasonably used for Football Events the Event Center shall be deemed unusable for purposes of this Section 28.01. THBC shall promptly restore and rebuild the Event Center to substantially the condition existing prior to such casualty subject to delays associated with Force Majeure and insurance adjustment; provided that, THBC shall not be required to restore or rebuild the Event Center if the cost of such work exceeds the amount of insurance proceeds available to THBC for such restoration or rebuilding or if such rebuilding or repair is not reasonably expected to be completed within the Term. If the cost of such work exceeds the amount of insurance proceeds available to THBC for such restoration or rebuilding or if such rebuilding or repair is not reasonably expected to be completed within the Term, then THBC may elect to proceed with the rebuilding or reconstruction of the Event Center, in its sole discretion.

If the cost of the rebuilding or repair does not exceed the amount of insurance proceeds available to THBC for such restoration or rebuilding and if such rebuilding or repair is reasonably expected to be completed within the Term, THBC shall: promptly repair, rebuild or restore all damaged improvements with respect to the Event Center so as to make the Event Center to be in at least as good condition as immediately prior to such damage or destruction. All such repair, rebuilding or restoration shall be at THBC's expense. IFC may, in its sole discretion, (a) suspend operations, or (b) terminate this Agreement if THBC has not promptly undertaken the repair rebuilding, and/or restoration within six (6) months after the casualty and completed such repair, rebuilding, and/or restoration within two (2) years thereafter. License Fee payments shall abate and not be due and payable until such time as IFC again commences playing regularly scheduled Home Games at the Event Center.

Section 28.02 Extension of Term. Any period in which IFC does not have use of the Event Center that prevents the Team from completing one or more Football Seasons shall automatically extend the Term, as applicable, to make-up for the lost Football Season(s).

Article 29. Force Majeure

Section 29.01 Force Majeure. Notwithstanding any other provision of this Agreement, the obligations of each of the parties hereto is subject to Force Majeure and such obligations shall be excused upon a Force Majeure.

Article 30. Termination for Default

Section 30.01 THBC Termination. THBC may terminate this Agreement without prejudice to any rights and causes of action THBC may have against IFC, if:

(a) There is a material breach of this Agreement by IFC, and THBC has first given IFC prior written notice and sixty (60) days' opportunity to cure such breach, provided that such sixty (60) days shall be automatically extended if IFC has commenced a cure and is diligently pursuing such cure;

(b) IFC is judged bankrupt;

(c) IFC makes a general assignment for the benefit of creditors; or

(d) A receiver is appointed due to IFC's insolvency.

Section 30.02 IFC Termination. IFC may terminate this Agreement if THBC materially breaches any provision of this Agreement and IFC gives THBC prior written notice and sixty (60) days' opportunity to cure such breach, provided that such sixty (60) days shall be automatically extended if THBC has commenced a cure and is diligently pursuing such cure. Additionally, in the event IFC ceases to be a member in the League, IFC may terminate this Agreement upon one hundred eighty (180) days' notice to THBC; provided, however, unless IFC has filed for bankruptcy, IFC shall be liable for (a) payment of the License Fee, which License Fee shall continue to be paid pursuant to Article 20, and (b) for any obligations pursuant to provisions of this Agreement that by their express terms or nature survive termination.

Article 31. Damages & Additional Security

Section 31.01 Consequences of Material Breach. IFC and THBC agree that THBC would suffer damages if this Agreement were terminated due to a material breach by IFC. Such termination would impair the ability of THBC to meet debt payment obligations and could result in unplanned taxpayer obligations. In the event of a termination described in Section 31.01, THBC shall be entitled to recover its damages.

Section 31.02 Additional Security. IFC expressly waives the requirement of any additional security from THBC.

Section 31.03 Limitation of Damages. IFC and THBC agree that any claim under this Agreement shall be limited to actual proven damages and equitable relief (e.g., specific performance), but shall exclude any claim for indirect, remote, consequential, punitive, or similar type damages.

Article 32. Disputes

Section 32.01 Mediation. The parties shall attempt to resolve any disputes that may arise under this Agreement first by their respective executive officers or their designees discussing such dispute. If the parties are unable to resolve their dispute through the executive officers or their designees within thirty (30) days of notice of such dispute, the parties shall endeavor to resolve their dispute by mediation for a period of no more than an additional sixty (60) days (the "**Mediation Deadline**"). The parties shall mutually and in good faith select a mediator. The parties shall equally share the mediator's fees and any related filing fees. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached between the disputing parties in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the dispute has not been resolved for any or no reason prior to the Mediation Deadline, any party may pursue litigation, subject to Section 35.09.

Section 32.02 Attorneys' Fees. In the event of any litigation that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its reasonable and documented attorneys' fees and costs incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings and includes attorneys' fees and costs incurred in the collection or enforcement of any judgment.

Article 33. Assignment, Sub-licensing & Successors

Section 33.01 Assignment. THBC and IFC bind their successors and assignees to this Agreement, and the successors and permitted assigns of the parties shall acquire the rights and benefits of the applicable party under this Agreement. IFC shall not assign this Agreement, without the consent of THBC, provided that IFC may assign its rights and obligations under this Agreement without the consent of THBC to a third party controlling, controlled by or under common control with IFC and/or any subsidiary or affiliate of IFC that has full power, authority, and capability to accept such assignment and perform the obligations of IFC hereunder, so long as Hallett has day-to-day control of such subsidiary or affiliate.

Section 33.02 Delegation of Obligations. THBC may delegate their obligations to authorized representatives.

Article 34. Representations and Warranties

Section 34.01 IFC Representations and Warranties. IFC represents and warrants to THBC that (a) the execution and delivery of this Agreement has been duly authorized on behalf of IFC, (b) IFC has obtained all necessary or applicable approvals to make this Agreement fully binding upon IFC, and (c) this Agreement is not subject to further acceptance by IFC when accepted by THBC.

Section 34.02 Representations and Warranties. Each of THBC and City represent and warrant to IFC that (a) the execution and delivery of this Agreement has been duly authorized on behalf of THBC and City, (b) each of City and THBC has obtained all necessary or applicable approvals to make this Agreement fully binding upon such party, (c) this Agreement is not subject to further acceptance by either City or THBC when accepted by IFC, and (d) neither City nor THBC are aware of any agreement, restriction, covenant, or other requirement which would either prohibit or materially adversely affect IFC's ability to operate from the Event Center for the intended

purpose.

Article 35. Miscellaneous

Section 35.01 Interpretation. For any right provided to IFC hereunder that requires the written consent or agreement of IHC (for example, and without limitation, use of kiosks or the Team Locker Room), such right shall be interpreted consistent with the IHC License; the parties expressly understanding and agreeing that IFC shall not be entitled to a greater right that provided to IHC pursuant to the IHC License.

Section 35.02 Abatement or Cancellation for Failure to Deliver. Except as set forth herein, THBC shall not be liable for any failure to give possession of the Facilities to IFC upon commencement of the Term if such failure does not materially affect IFC's rights under the Agreement or is the result of: (a) the Facilities having been totally or partially destroyed by fire or otherwise being unfit for occupancy; or (b) the Facilities being unavailable for occupancy for any other cause or reason beyond the control of THBC. In the event of a material delay in the delivery of possession, then the parties shall agree upon a reasonable reduction in the License Fee with all other terms and provisions of this Agreement remaining in full force and effect.

Section 35.03 Access to Records. Each of (a) IFC and its agents and (b) THBC and its agents, shall have access at all reasonable times upon request to the other party's books, documents, papers, accounting records, and other evidence to the extent, but only to the extent, that such materials pertain to amounts owed or owing and/or payments made or to be made by such party to the other party under this Agreement. Each of IFC and THBC shall make such materials available for inspection by the other party or its authorized designees at its offices at all reasonable times during the Term and for three (3) years from the date of final payment under this Agreement. Copies shall be furnished at to the other party at no cost, if requested. Additionally, to the extent that THBC has collected revenue that shall be paid to IFC pursuant to this Agreement, including, without limitation, revenue from single Football Event ticket sales, such information shall be timely provided to IFC in spreadsheets or other forms generally consistent with typical finance, accounting and bookkeeping standards.

Section 35.04 Acknowledgement of the Naming Rights Sponsor(s). IFC and THBC shall use commercially reasonable efforts, when referring to the Event Center, to use all relevant sponsorship logos and names of the Naming Rights Sponsor(s) in all promotional advertising and public communications that mention the Event Center.

Section 35.05 Approvals. Any matter that must be first approved, consented or agreed to by either THBC or IFC shall be (a) in writing and executed by an authorized representative of the applicable party or parties, and (b) in the case of any required agreements, shall be agreed to mutually and in good faith. Notwithstanding any other provision in this Agreement, Manager shall be the designated representative of THBC and is hereby authorized to consent to any matters that THBC is entitled to consent to under this Agreement. In the event that Manager is no longer the designated representative of THBC, THBC shall provide written notice to IFC and shall provide written notice of the replacement designated representative. Until IFC receives written notice of the replacement representative, Manager shall remain the designated representative of THBC. Except as otherwise provided in this Agreement, any such approval, consent, or agreement shall

not be unreasonably withheld, conditioned, or delayed.

Section 35.06 THBC Rules & Guidelines and Event Rules. IFC shall, and shall cause its servants, agents, employees, contractors, licensees, patrons and guests to abide by such reasonable rules and guidelines as may from time to time be adopted by THBC and its staff for the use, occupancy, and operation of the Event Center and Real Estate.

~~Section 35.06~~ Additionally, as further consideration and as a material inducement for IFC's satisfaction of its obligation hereunder, THBC shall, for all Football Events, operate the Event Center in accordance with the rules of conduct attached hereto as Exhibit __ (the "Event Rules"), including without limitation, (a) prohibiting attendees from entering ~~the~~ Football Events with guns, firearms, knives and other devices or instruments sometimes used as weapons, and (b) conditioning attendance at Football Events upon attendees complying with the Event Rules.

Section 35.07 Entire Agreement. This Agreement, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

Section 35.08 Gender & Number. Wherever used or appearing in this Agreement, pronouns of the masculine gender shall include the female as well as the neuter gender, and the singular shall include the plural wherever appropriate.

Section 35.09 Governing Law & Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of law rules. Any action must be brought in a court of competent jurisdiction located in Hamilton County, Indiana. IFC and THBC each waive, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right such party may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

Section 35.10 Headings. The headings of this Agreement are inserted for convenience of reference only and shall not be deemed to be a part thereof or used in the construction or interpretation thereof.

Section 35.11 Indiana Tort Claims Act. Notwithstanding the foregoing or anything to the contrary contained herein, IFC hereby acknowledges and agrees that THBC's financial exposure for certain Claims is limited by the Indiana Tort Claims Act, and THBC's obligation to indemnify and save IFC harmless from and against any and all Claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) arising out of or related to Claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Ind. Code § 34-13-3-4, as amended.

Section 35.12 Legal Proceedings. THBC and IFC shall promptly inform the other party of the commencement of any legal action or proceeding related to a Home Game or this Agreement.

Section 35.13 Legal Relationship. In the performance of this Agreement, THBC and IFC shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

Section 35.14 New Technology. If, during the Term, the equipment used to display, project or broadcast information with respect to the Event Center is replaced or the technology related to the display of any Signage or advertising changes, and such change necessitates a redesign or new production of the equipment used to display the Signage or advertising content, the parties shall mutually work together in good faith to plan for such transition. In all events, IFC shall continue to have the substantial equivalent visibility and exposure with replacement equipment or new technology. The cost of such equipment shall be borne by THBC. The cost of redesigning or reproducing content so as to be properly formatted for the new technology shall be borne by IFC.

Section 35.15 Review by Legal Counsel. Each party has had the opportunity to have this Agreement reviewed by legal counsel of its choosing.

Section 35.16 Replacement Rights. The parties acknowledge and agree that, during the Term, certain obligations of the parties with respect to specific tangible property (such as Signage around the Real Estate) may cease to be available or desirable due to advances in technology or otherwise may become impracticable due to the passage of time. The parties shall work together in good faith to provide a right of equivalent value to the other party.

Section 35.17 Severability. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful or unenforceable, it is agreed that the remainder of this Agreement shall remain in full force and effect.

Section 35.18 Taxes. THBC is exempt from federal, state, and local taxes. THBC shall not be responsible for any taxes levied on IFC as a result of this Agreement.

Section 35.19 IFC's Use of Facilities. IFC shall have during the time that IFC has the use of the Facilities, as more specifically set forth in this Agreement, the right, authority, license and privilege for and during the Term, to possess and occupy the Facilities without interruption by any party claiming under, by or through THBC or any third party. In the event IFC's use of the Facilities pursuant to this Agreement is materially affected, IFC may, at its option, terminate this Agreement in accordance with Article 30 (Termination for Default) and pursue all legal and equitable remedies available to it including damages from THBC or the third party who has materially affected IFC's rights under this Section 35.19 subject to Article 31 (Damages & Additional Security).

Section 35.20 Waiver and Modification. This Agreement may be modified upon written agreement signed by City, THBC and IFC. No right conferred on the parties under this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 35.21 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, City, THBC and IFC have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures below hereby agree to the terms thereof.

INDIANA FOOTBALL CLUB, LLC

By: _____
James P. Hallett, Chairman

Date: _____

CITY OF FISHERS, HAMILTON COUNTY, INDIANA

By: _____
Scott Fadness, Mayor

Date: _____

FISHERS TOWN HALL BUILDING CORPORATION

By: _____
Jay Bangert, President

[Signature Page to Event Center License Agreement]

EXHIBIT A

REAL ESTATE

EXHIBIT __

EVENT RULES

The facility shall be operated to comply with the following standards of conduct and prohibitions:

Fishers Event Center is a non-smoking, non-vaping and tobacco free campus. The use of any tobacco-based products, e-cigarettes and vaporizers, inside of the Event Center or within the immediate entrances, is strictly prohibited.

Additional prohibited items and behaviors at Fishers Event Center include, but are not limited to:

- Abusive, foul, or disruptive language.
- Animals (except service animals).
- Aerosol cans or pressurized containers.
- Bags that do not follow the Fishers Event Center clear bag policy, including diaper bags and personal camera bags that do not meet clear bag policy specifications.
- Batteries: Loose batteries, or batteries not used in a working, permitted device will not be allowed into the Event Center. Guests should be prepared to demonstrate the batteries operational use in a permitted device to security personnel upon request.
- Bottles, cans, glass, and other beverage containers.
- Cameras with lens longer than 3″ (non-detachable) and camera bags that do not meet clear bag policy specifications.
- Chairs, booster seats, stools, or other seating devices.
- Devices deemed suspicious by Event Center security in its sole discretion are prohibited. Guests should be prepared to demonstrate any device's operational use upon request.
- Firearms, handguns, explosives and other incendiary devices or components thereof.
- Food or beverage items.
- Hover-boards.
- Illegal drugs, or harmful chemicals.
- Inflated balls, including beach balls, or any missile or object that can be used as a projectile.
- Interference with the progress of the event (including throwing objects).
- Knives of any length.
- Laptops or tablets.
- Large Umbrellas – Must be under 12 inches to be allowed in the building.
- Laser Pointers.
- Lights.
- Masks related to health provisions are permitted; Other masks that cover or conceal identity are not permitted.
- Noisemakers, including but not limited to, whistles and horns.

- Outside food or beverages.
- Pyrotechnics and fireworks of any kind including, but not limited to, flares, smoke bombs, or incendiary devices.
- Remote controlled aircraft or unmanned aircraft systems (drones).
- Signs or flags (no larger than 2’ X 3’), shakers, pom-poms or any item with a pole or stick unless distributed by Fishers Event Center as a gate giveaway.
- Strollers or car seats.
- Thermoses/Cups.
- Ticket scalping.
- Trespassing, soliciting, peddling, and loitering.
- Tripods, monopods, and Selfie-Sticks.
- Weapons of any kind including, but not limited to, knives, pepper spray, stun guns, weapons, and firearms.
- any other item or action deemed dangerous, unnecessary, inappropriate or suspicious in nature, by any Fishers Event Center team member

Fishers Event Center Security personnel will review all unique circumstances on a case-by-case basis and reserves the right to deny access of items based on specific event requirements/requests and overall building policies.

All listed items are subject to change based on event.

Fans are encouraged to report inappropriate behavior to the nearest security personnel or Fishers Event Center team member.