CITY OF FISHERS AGENDA

BOARD/COMMISSION: Town Hall Building Corporation Meeting
DATE: 7/8/2024, at 4:00 PM
DIRECTIONS: Fishers Municipal Center, Nickel Plate Conference Room, 1 Municipal Drive, Fishers, IN 46038

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. **Consent of Previous Meeting Minutes**
    a. 4/15/24
    b. 5/22/24
3. **Confirmation of Quorum and Proper Notice of Meeting**
4. **New Business**
    a. Parking Agreement
    b. Fishers Freight Agreement
    c. Amp West Amendment
    d. 96th Street Facade Grant Program

e. ASM Event Center Update

5. Adjournment

MEETING OF THE FISHERS TOWN HALL BUILDING CORPORATION

THBC 4/15/24

Commenced at 4:05 after tour of Event Center.
Quorum Confirmed and Notice Confirmed
In attendance:
Jay Bangert
Troy Woodruff
Joe Eaton
Ben Jefferis
Josh Richardson
Rich Block
Also in attendance: Jennifer Messer, Mitch List, Chris Whittemore, Tony Hesch, Lawrence Summers, Jordan Willy, Kay Prange

Minutes from the 2-12-24 meeting were approved, 6-0.

Building Corporation Resolution TBC 01R041424 approving the form and execution of Leases, Loan Agreement, and Funding Agreement for CityView

Dustin Meeks from Barnes and Thornburg presented the Leases, Loan Agreement and Financing Agreement for the CityView project. This is one step in the approval process for this project. The financing is similar to District South's project. Leasable Assets are part of 116th St. and leasable garage premises to be built. RDC will execute on the 29th.
Mr. Bangert asked for a Motion. Mr. Jefferis made a Motion to approve, seconded by Mr. Richardson. The Motion was approved, 6-0.

Mitch List and Chris Whittemore of ASM gave an update to the Corporation members on the parking operator, booking opening events, sales, and the RFPs for security and janitorial. Rich Block asked about what other agreements would the Board review in the future.

The meeting adjourned at 4:24.

SPECIAL MEETING OF THE FISHERS TOWN HALL BUILDING CORPORATION
THBC 5/22/24

Commenced at 4:16.
Quorum Confirmed and Notice Confirmed
In attendance:
Jay Bangert
Troy Woodruff
Ben Jefferis
Josh Richardson
Rich Block and Joe Eaton were not present.
Also in attendance: Megan Baumgardner, Jennifer Messer, Lawrence Summers, Jordan Willy, Kay Prange

No Minutes were presented for approval.

Economic Development Property Option- Project Horseshoe- Jennifer Messer presented an Option on property at the Juno Lighting Building off Exit 5, owned by Exeter. The City intends to hold the property from leasing to anyone else in order that PCI Pharma can bring in 500 jobs.

Mr. Bangert asked for a Motion. Ben Jefferis made a Motion to approve, seconded by Troy Woodruff. The Motion was approved, 4-0.

The meeting adjourned at 4:20.

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement"), entered into as of 1st Day of July, 2024 (the "Effective Date"), is between ASM Global Arena Management, LLC, a limited liability company, herein called "Client" and LAZ Parking Midwest, LLC, a Connecticut Limited Liability Company, herein called "Manager" (Client and Manager together "Parties" or individually as "Party").

WITNESSETH:

WHEREAS, Client is the Operator of the Fishers Event Center and surrounding parking lot facilities located at 11000 Stockdale St. Fishers, IN 46037 known as Fishers Event Center, hereinafter referred to as the "Parking Facility"; and

WHEREAS, Client desires to procure the services of Manager as hereinafter set forth to manage the Parking Facility; and

WHEREAS, Manager desires to provide said services on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties hereby covenant and agree as follows:

1. **SERVICES:**

   Client hereby contracts with Manager under the terms, conditions, and provisions hereinafter set forth for Manager to operate the Parking Facility (the "Services").

2. **TERM:**

   The term of this Agreement shall commence on November 1st, 2024 (the "Commencement Date") and shall continue in effect for a period of five years thereafter (the "Term"). A "Management Year" is defined as the twelve-month period commencing on the Commencement Date, or if the Commencement Date is not the first day of the month, the first day of the month immediately following the Commencement Date and terminating one year thereafter and a similar period for each year during the term hereof.

   The time period between the signing of this Agreement by the Parties and the Commencement Date will be defined as the "Transition Period" which will follow the terms, conditions, and provisions hereinafter set forth for Manager to prepare for the opening of the Parking Facility.

   This Agreement may be terminated by either Party for any reason or for no reason upon 60 days advance written notice to the other Party.

In the event this Agreement is terminated for any reason prior to October 31, 2029 Client shall pay to Manager the total of the remaining payments for any capital improvements made to the Parking Facility by Manager and any equipment purchased for Client by Manager, provided such improvements and equipment have been authorized by Client in writing and approved by Client after installation. Set forth on Exhibit D hereto is an initial list of such improvements and equipment, a payment schedule, and an amortization term in connection therewith.

3. **USE:**

The Parking Facility is to be operated by Manager as a commercial parking lot, and for related activities of the Fisher Event Center, and shall be used for no other purpose without prior written approval of Client.

4. **SPACE ALLOCATIONS:**

Manager shall honor any allocations of space that Client deems necessary, and shall operate the Parking Facility in a manner consistent with satisfying as efficiently as possible the parking demands generated by the Event Center. Manager and Client agree to get all space allocation Agreements written and approved by all Parties so that Manager can effectively and fairly manage the parking demands of the Event Center. All space allocation Agreements will be reviewed for accuracy and consistency on an annual basis.

5. **ASSIGNMENT/SUBCONTRACT:**

Neither Party shall assign or subcontract this Agreement, in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Client may assign this Agreement to any subsequent owner of the Parking Facility without the prior written consent of Manager and Manager may assign this Agreement, without the Client's consent, to any corporation or limited liability company which controls, is controlled by or is under the same control as Manager. Any assignment by a Party will only be effective upon the provision to the other Party of a written agreement between the assignee and assignor wherein the assignee acknowledges and agrees to accept all rights and responsibilities of the assignor under this Agreement.

6. **GROSS REVENUE, OPERATING EXPENSE, NET OPERATING INCOME:**

Gross Revenues, Operating Expenses, and Net Operating Income are defined as follows:

(a) "Gross Revenues" shall include all revenues received by Manager or Client and the value of all discounted, validated and free parking granted by Client from the parking of vehicles in the Parking Facility. Gross Revenues shall not include transactional, reservation and processing fees. Notwithstanding the forgoing, any revenue received from parking violations or Ancillary Services as set forth above (other that revenue directly related to charges for parking spaces), unless otherwise agreed, shall be excluded from Gross Revenue. All parking provided for the following groups shall be reported in the Gross Revenues as value of $0 for each parking pass: Loge 109, and Center Ice Club 100 (individually or jointly, “VIP Parking Passes”). VIP Parking Passes passes are used at a ratio of one parking pass per four seats. Unless otherwise mutually agreed by the Parties hereto, these special parking passes only apply for Indy Fuel Hockey and Fishers Freight events. Any revenues collected directly by Client shall be accurately reported to Manager.

(b) "Operating Expenses" shall include all the expenses of providing the Services, as set forth in the one-year Approved Budget as well as the “Transition Period” budget (jointly, the “Budgets”), together with any taxes associated therewith, a copy of which Budgets are attached hereto as Exhibit "A,"; provided, however, Operating Expenses shall not include: (i) expenses of a capital cost nature; (ii) those expenses to be borne by Manager; and (iii) those expenses to be borne by Client (set forth in Exhibit B). Operating Expenses shall include but shall not be limited to:

1) Any sales, service, parking and other similar taxes imposed on Manager by any governmental authority for services rendered by Manager or imposed or assessed for the use and operation of the Parking Facilities for providing the Services, but specifically excluding taxes on the income of Manager and business taxes, other than franchise taxes on income or profit;

2) Payments and deposits for unemployment insurance, social security taxes, workers’ compensation insurance, disability benefits, and other similar taxes for on-site Employees directly engaged in the parking operation, but expressly excluding Manager’s administrative and clerical staff not directly engaged in the parking operation on-site at the Parking Facility;

3) Payroll expenses and applicable payroll taxes, including, but not limited to, vacation pay, sick pay, personal day pay, holiday pay, retirement, pension and health and welfare programs, for on-site Employees directly engaged in the parking operation and certain allocations for off-site Employees directly engaged in the management of the parking operation;

a. Both the Manager and Client agree that should the US Government's Affordable Health Care Act (the “Act”) require Manager to provide health care coverage that is greater than what is currently required, both Parties will review forecasted costs and adjust the payroll burden in order to cover Manager’s new expenses.

Both Manager and Client agree that such change shall not put Manager in a better financial position beyond its coverage of new health care cost obligations. The adjustment of the payroll burden cost will be done timely and retroactive (but only up to three (3) months prior to Manager notifying Client in writing that the Act has negatively impacted Manager's financial position hereunder) to any past period that Manager had incurred these potential new expenses.

b. "Holiday Pay" will be paid at one and one-half times the regular employee rate. In order to be eligible for Holiday Pay, an employee must work his/her last scheduled shift preceding the holiday and his/her first scheduled shift following the holiday. Failure to meet this requirement will result in a forfeiture of the Holiday Pay. LAZ Parking observes only the following holidays for Holiday Pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

4) An equitable allocation of Insurance premiums to the extent required of Manager in this Agreement, as described in Exhibit C;

5) Payment to independent contractors performing non-capital maintenance and repair services in connection with providing the Services;

6) Costs of purchasing supplies and signs used in providing the Services;

7) On-site telephone, cellular, and data communication charges to the extent that such charges are directly related to the operation of the Parking Facility;

8) Fees for license, permits, approvals and bonds required for operation of the Parking Facility, including a charge assessed for the processing of any initial or renewal license application.

9) Sundry items such as uniforms, tickets and janitorial supplies;

10) Credit card fees, payroll processing and accounts receivable processing expense;

11) Reservation and/or processing fees to third parties;

12) Payment of uninsured damage claims, including amounts paid to satisfy the Client deductible portion or self-insured retained portion of any policy of insurance, voluntary settlement of patrons' claims for vehicle damage or loss of contents provided that the same has been authorized by Client and approved by Manager;

13) Normal maintenance and repairs of the Parking Facility repainting of stall markings, replacement or repair of signs and ticket dispensing equipment;

14) Legal or audit charges directly attributable to the operation of the Parking Facility other than those performed by the staff of Client or Manager if approved in advance by the Client;

15) Costs of special audits performed by Manager's staff auditor for the mutual benefit of Client and Manager; provided, however, that the time and manner of the taking of the audit is approved by Client in advance. Costs qualifying as Operating Expense shall be limited to a mutually agreed upon per diem rate and actual out-of-pocket expenses of the auditor during the period of an approved special audit;

16) Costs of recruiting and obtaining criminal and general background checks, including drug screening, on all persons employed to work in the Parking Facility;

17) Bank Fraud Protection Fees; and

18) Cost of remote monitoring.

19) The cost of compliance with any federal, state or local government Return to Work regulation instituted during the term if this Agreement as a result of the Coronavirus ("Covid-19") or any other declared Pandemic, including but not limited to hand washing stations, masks, and/or hand sanitizer.

20) All monthly software subscription or per lane system costs associated with the chosen parking compliance system through Parking Revenue Recovery Services. The monthly software and per lane costs are defined in Exhibit "A" along with the expenses to be paid by Manager in connection with the installation and startup of any such system as agreed upon in the proposal process of this Agreement.

The above expenses are subject to increases from time to time due to changes in market conditions.

(c) “Net Operating Income” shall be defined as “Gross Revenues” less “Operating Expenses”.

(d) At least 45 days prior to the commencement of the next Management Year, Manager shall prepare and submit to Client for its approval a proposed operating budget for the Management Year. The proposed budget shall include all categories of expenses to be paid by Manager in the operation of the Parking Facility and shall include an automatic adjustment tied to the Consumer Price Index for all Urban Consumers (CPI-U). In the event the Parties cannot agree on the proposed budget by the beginning of the new Managment Year, Manager shall utilize the last Approved Budget, adjusted by the CPI-U until such time as the proposed budget is approved. Manager shall not, without first obtaining the prior written approval of Client, incur any expense item in excess of Five Thousand Dollars ($5,000) or 110% of the budgeted amount, unless such item is necessitated by an emergency which does not permit Manager to obtain the prior written approval of Client; provided Client shall be informed by the next business day of any such expenditure.

7. **DISBURSEMENT OF GROSS REVENUES:**

Manager covenants that it will use methods generally accepted in the parking industry to collect or cause to be collected all of the gross receipts from the operation and use of the Parking Facility, but Manager is not a guarantor of revenues. Beginning on or before December 25th and continuing on or before the twenty-fifth (25th) day of each succeeding month of the Term, gross receipts shall be disbursed by Manager as follows:

(a) Manager shall pay all Operating Expenses,

(b) Manager shall then pay to itself out of the Gross Revenue the following amount:

For each month commencing after the Commencement Date of this Agreement a monthly fee of $3,000.00 (the “Operations Fee”), plus an Incentive Management Fee in an amount equal One Percent (1%) of the total Net Operating Income not to exceed $10,000.00 in any Management Year pro-rated and paid on a monthly basis and reconciled on an annual basis.

In addition, the Manager shall also pay itself $1,000.00 per month for the LAZ Custom Business Intelligence Dashboard tool beginning on the Commencement Date of the Agreement which will be for Client use on a 24/7 basis for data analytics and reporting purposes.

As agreed upon in the Proposal process for this Agreement, Manager agrees to waive the Operations Fee for the first three (3) months of operations following the Commencement Date.

On each anniversary of the Commencement Date the Operations Fee shall automatically increase by the greater of (a) 3%, or (b) the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U).

(c) After payment of the amounts as directed in (a) and (b) above, the balance of the Net Operating Income less the value of all discounted , validated and free parking granted by Client from the parking of vehicles in the Parking Facility, and all income collected directly by the Client, as well as .25c or twenty-five cents per paid transaction made utilizing Manager’s LAZgo technology platform via QR code, text, or reserve ahead functions to insure that the Operating Account shall remain cash flow positive, shall be paid to Client monthly in conjunction with Manager’s monthly report to Client listing Gross Revenues and Operating Expenses generated by the Parking Facility in the preceding calendar month (“Monthly Report”); provided, however, VIP Parking Passes shall not be deducted pursuant to this Section 7(c). The Monthly Report is to be submitted by Manager for each month of the term hereof by the twenty-fifth (25^{th}) day of the next succeeding calendar month (for example and without limitations, for January, 2025, the Monthly Report will be submitted by or before February 25, 2025).

(d) Upon the later of the execution of this Agreement or July 1^{st}, 2024, Client shall deposit with Manager $34,000.00, the “Operating Advance”, which amount (i) is estimated to be equal to one (1) month of estimated Operating Expenses; and (ii) shall be held by Manager in a designated account for the purposes of paying monthly Operating Expenses (the “Operating Account”). The Total Expenses to be reimbursed from the Operating Advance shall be used by Manager to pay monthly Operating Expenses. Monthly statements of the Operating Account will be provided to the Client during the Term. The amount held in the Operating Account shall be reviewed in the last month of each Operating Year by the Parties, and adjusted, if necessary, to cover increases in Operating Expenses. Upon termination of this Agreement, Manager shall, within sixty (60) days of such termination, return to Client any remaining balance of the Operating Account. If the Gross Revenues for any month are insufficient to make the payments required under subparagraphs (a) and (b) above, Client agrees to remit to Manager the amount of such deficit within thirty (30) days after receipt of Manager's report, together with 3% interest on the amount of such deficit if not reimbursed within thirty (30) days. In the event Client fails to reimburse Manager within said ten (30) day period, and Client does not remedy such failure within five (5) days of receipt of written notice from Manager, then Manager shall have the right to immediately terminate this Agreement. Within thirty (30) days of such termination, Client shall remit to Manager the full amount of any non-reimbursed Operating Expenses paid by Manager. In no event shall Manager be obligated to pay Operating Expenses accruing after Manager has provided notice in writing to Client that Gross Revenues are insufficient to pay Operating Expenses.

9. **OPERATION:**

Manager agrees to operate the Parking Facility in accordance with the Laws and in an efficient manner for the scheduled Events at the Parking facility, and on days and hours customary in the trade, commensurate with parking demand in the area. Such operation shall be continuous unless Client shall otherwise agree in writing. Charges for parking in the Parking Facility will be commensurate with the demand for parking space and in accord with existing parking rates in the area and shall be subject to agreement by the Parties for each event. Client shall provide Manager with a monthly event schedule at least thirty (30) days in advance. It is understood and agreed that there shall be no charge for parking on non-event days without consent of Client. The rates shall not be varied without written approval of the Client. Agreed upon parking rate table has been included in this Agreement as Exhibit F and will remain in effect unless changed by both Parties. For purposes of this Agreement "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation all applicable environmental laws, the Americans with Disabilities Act of 1990, as amended or supplemented ("ADA"), any certificate of occupancy, and any covenant, condition, or restriction governing the Parking Facility or use thereof.

Manager further agrees and acknowledgers its responsibility to provide prompt notice of its discovery of any problems, conditions or issues relating to the Parking Facility and its parking lots consistent with its role as outlined in this Agreement.

10. **NO PARTNERSHIP:**

It is understood and agreed that Manager shall in no event be construed to be a partner, fiduciary or associate of Client in the operation of the Parking Facility or in the conduct of Client’s business thereon, nor shall Manager be liable for any debts incurred on behalf of Client.

11. **MAINTENANCE:**

Manager shall have no obligation to maintain the sidewalks and curb cuts adjacent to the Parking Facility in accordance with applicable municipal statutes. Manager shall nave no responsibility for any Parking Facility repairs of a structural nature including, but not limited to: electrical, plumbing, pavement repair, painting of the structure, replacement of all mercury or sodium lighting tubes and ballasts, repairs to the walls and floors of the Parking Facility, booths, and sinkholes. Manager agrees to use reasonable diligence in the care and protection of the Parking Facility during the term of this Agreement and to surrender the Parking Facility at the termination of this Agreement in as good condition as received, ordinary wear and tear and other casualty excepted.

Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Client.

Client shall be responsible for all snow and ice removal at the parking facility, including all walkways and sidewalks and/or procurement and payment of services for snow and ice removal. Client acknowledges that Manager is not responsible for snow and/or ice removal or procuring such services on behalf of Client.

12. **RENEWAL:**

Unless either Party provides written notice to the other, at least sixty (60) days prior to the expiration of the Term or any Renewal Term, this Agreement shall automatically renew for additional one (1) year Terms (individually or collectively, a “Renewal Term”).

13. **TERMINATION:**

In the event Manager fails to fully deposit all the receipts from the operation of the Parking Facility in the Operating Account or fails to disburse funds from the Operating Account as provided for herein, or in the event Manager shall become bankrupt or insolvent, or suffer the appointment of a receiver, or make an assignment for creditors, Client shall have the right to terminate this Agreement, and hold the Manager liable for any damages resulting to Client.

14. **COMPLIANCE WITH LAWS:**

Manager agrees to keep and operate the Parking Facility at all times in accordance with the Laws and in a clean, presentable condition and not to permit anything thereon which would increase the insurance premiums carried by the City of Fishers ("City") or the Fishers Town Hall Building Corporation ("Building Corporation") on the Parking Facility; provided Manager shall not be liable for capital repairs or improvements necessary for the Parking Facility to comply with the Laws. Moreover, if Manager is required to make any installation and/or alterations (the "Improvements") to the Parking Facility to comply with the Laws as a result of Manager's use of the Premises as provided herein, the cost of Improvements, if (i) necessary as a result of an emergency situation, or (ii) preapproved in writing by Client, will be considered an Operating Expense of the Parking Facility.

15. **<u>INSURANCE:</u>**

Prior to commencement and during the Term and any Renewal Term of this Agreement, Manager agrees to carry/maintain occurrence based, liability insurance in such amounts as shown below and to pay all the premiums thereon when due.

Commercial General Liability ("CGL"). Manager shall maintain a CGL insurance policy including property damage and personal and advertising injury with a limit of $1,000,000 per occurrence, and $2,000,000 in the aggregate. The CGL policy shall include $2,000,000 in the aggregate for products and completed operations. The policy shall include blanket contractual liability coverage relating to this Agreement.

Garage Keeper's Legal Liability Insurance ("GKLL"). GKLL is included in the Auto policy, has a limit of $1,000,000 and covers against liability for damages done to vehicles in Manager's care, custody or control.

Automobile Liability Insurance. Manager shall carry Automobile insurance covering all vehicle operated by Manager's officers, agents and employees in connection with Manager's activities pursuant to this Agreement with a limit of $1,000,000 per occurrence. Coverage includes non-owned and hired automobile liability, underinsured motorists, uninsured motorists and a limit or $5,000 medical payments per person.

Employee Dishonesty/Crime Coverage Insurance. Manager shall maintain crime coverage with a limit of $1,000,000. The policy covers, without limitation, third party employee dishonesty, money and securities on and off premises, robbery and safe burglary on and off premises, forgery and fraud.

Worker's Compensation Insurance. Coverage shall be in accordance with state statute. Employer's Liability insurance shall maintain a limit of $1,000,000 for bodily injury by accident, (each accident), bodily injury by disease, (policy limit) and bodily injury by disease, (each employee).

Cyber Insurance. Manager shall maintain Technology/professional liability insurance, intellectual property infringement and Digital Technology insurance (cyber liability) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering or in connection with the services provided under this Agreement as follows:

- breaches of security
- violation or infringement of any right of privacy, breach of federal, state, or foreign
- Security and/or privacy laws or regulations including but not limited to HIPAA.
- data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information;
- transmission of a computer virus or other type of malicious code; and
- participation in a denial of service attack on a third party with a minimum limit of $5,000,000 per occurrence and annual aggregate and a per incident. Such insurance must address all of the foregoing without limitation if caused by an employee of Manager or an independent contractor working on behalf of Manager in performing services under this Agreement. The policy shall provide coverage for wrongful acts, claims, and lawsuits anywhere in the world.

In no event shall Client, the City or the Building Corporation be responsible for injuries to Manager's employees, agents, contractors/sub-contractors while at the Parking Facility. Manager agrees to waive subrogation rights and to cause its insurance company to waive subrogation rights for all injuries or disease sustained by employees, agents, contractors/subcontractors.

Umbrella Liability. Throughout the Term and any Renewal Term, Manager shall maintain excess coverage shall be provided with a minimum limit of $25,000,000 per occurrence and $25,000,000 in the aggregate. This policy will provide coverage in excess of the CGL, GKLL, Auto and Employer's Liability policies.

Client, the City of Fishers,and the Building Corporation shall be named additional insured on the CGL, Auto and Umbrella policies, which shall provide coverage to those entities as if they were insureds under the applicable policy, without limitation. Manager agrees to provide Certificates of Insurance evidencing these coverages when placed and every year upon renewal. The failure of the Manager to produce the Certificates of Insurance, or the failure of the Client to demand same, does not waive any right or relieve and obligation relating to insurance in this provision. If the Manager fails to obtain the insurance as required above, or for any amounts in excess of the Client deductible and below the Manager deductible on any policy, the Manager agrees that it will stand in the shoes of the non-existent insurer as relates to indemnity and defense obligations.

All insurance coverages are subject to a Client deductible not to exceed $5,000.00 per claim, and $25,000 for stolen vehicles. The Client deductible amounts and insurance premiums may be changed upon 60 days written notice to Client. The payment of the Client deductible will be considered an Operating Expense of the Parking Facility. Client acknowledges that Manager's actual deductibles may exceed the Client deductibles, but in no event shall any of the Manager's deductibles or self insured retentions be in excess of $100,000 without the prior consent of Client. Any losses not covered by the above insurance shall constitute expenses of the Client. Manager shall have the right to provide the insurance required by this Section 15 pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Premises and Client as required by this Agreement.

16. **INDEMNITY:**

Manager shall defend, indemnify and hold Client harmless from and against any and all actions, costs, claims, losses, expense and/or damages, sustained by Client attributable solely to the carelessness or negligence of Manager or any of its agents, servants or employees from any cause relating to the Services, including, without limitation by specification, property damage and/or injury or death to any person or persons.

Client shall defend, indemnify and hold Manager harmless from and against any and all actions, costs, claims, losses, expense and/or damages, sustained by Manager attributable to the carelessness or negligence of Client or any of its agents, servants or employees that result from the design or structural faults or defects in the Parking Facility, or its other obligations identified in this Agreement (including security, snow and ice removal, and maintenance and repair of sidewalks and structures) including, without limitation by specification, property damage and/or injury or death to any person or persons.

Client acknowledges that Manager's obligations hereunder do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of any persons within or about the Parking Facility, nor does any insurance provided by Manager cover such claims. Manager has no knowledge or expertise as a guard or security service, employs no personnel for that purpose, and Manager's employees do not guard or protect customers or any other persons or property against the intentional acts of third parties.

Any indemnity, defense, or hold harmless provisions above do not apply to any independent allegations or claims of negligence of any type made against the either the Manager or the Client .

The Party responsible for loss of or damage to vehicles as outlined above will be responsible for handling the defense of both the Manager and Client in the event of any claim being presented based upon loss of or damage to customer vehicle.

17. **WAIVER:**

Intentionally deleted

18. **DEFAULT:**

It shall be an "Event of Default" if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it, if such default or failure is not cured within the applicable Cure Period. For purposes of this Agreement, "Cure Period" shall mean a period of: (a) ten (10) days after receipt of written notice of such default given in the case of any monetary default; and (b) thirty (30) days after a Party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable and diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting Party to remedy the default, so long as the defaulting Party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than sixty (60) days after the notice of default. During the continuance of an Event of Default, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting Party under this Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) terminate this Agreement.

In the event either Party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing Party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims. The term "prevailing Party" as used in this Agreement shall include, but not be limited to, a Party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

19. **INSPECTION:**

Client shall have the right to enter and inspect the Parking Facility at all reasonable times.

20. **EMPLOYEE RESTRICTIONS:**

Client and Manager agree that, during the term of this Agreement, all personnel employed by Manager to operate the Parking Facility shall be solely the employees of Manager and shall not be deemed representatives, agents, contractors, subcontractors or employees of Client. In addition, Client agrees, during the term of this Agreement, for six (6) months after Manager's employee departs, and for a period of six (6) months after termination or expiration of this Agreement, that it will not hire or attempt to hire or allow to work under the supervision of a third party, any personnel of Manager, nor will Client enter into any negotiations, communications, or other actions which have as their intended consequence the inducement for any such person to enter the employ of Client, in any capacity whatsoever. In the event that Client hires any of Manager's employees without Manager's consent in violation of the forgoing, Client shall pay to Manager a fee equal to one month compensation for such employee.

21. **NO LEASE:**

Notwithstanding anything included herein to the contrary, the Parties acknowledge and agree that this Agreement shall not be construed to be a lease or license and shall not be interpreted to convey any property right in the Parking Facility, Event Center or adjacent property to Manager.

22. **FORCE MAJEURE:**

Neither party shall incur any liability to the other with respect to, and shall not be responsible for any failure to perform or delays in performing, any of their respective obligations hereunder if such failure is caused by any reason beyond the reasonable control of either Party, including but not limited to, accident, breakage, repair, strikes, lockouts, labor disputes, labor disturbances, pandemic, governmental regulations, civil disturbances, acts of war, mortarium or other governmental action, fire, earthquake, failure or disruption of utility services, or any other event or condition that occurs which is beyond the party's control that has a significant adverse economic impact on a party's ability to perform. The amount of time for each Party to perform its obligations shall be extended by the amount of time such Party is delayed from performing such obligation by reason of any force majeure occurrence. Each Party shall be required to provide notice to the other before claiming a force majeure event. If such an event or condition does occur and it has a continuing significant, adverse impact on either Party's ability to perform, either Party shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the other party.

23. **CREDIT CARD SECURITY OBLIGATIONS:**

To the extent applicable, the Parties hereby agree to comply with the Payment Card Industry Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") as is more particularly described in the LAZ Parking Credit Card Security Obligations as set forth on Exhibit E attached hereto and made a part hereof.

Manager is a PCI compliant company which adheres to PCI-DSS third party requirements as a service provider. Manager has obtained a PCI-DSS Level 1 status and maintains a passing status for its Attestation of Compliance (AOC). Manager's AOC covers all PARCS parking equipment within its management portfolio for which manager holds the Merchant ID (MID). Manager is also SSAE 18 SOC compliant and applies best practice and IT General Controls (ITGC) for maintaining access for third party systems. Client hereby authorized its PARCS vendor to allow Manager access to the PARCS system data, which authorization will specifically include Client's data included on the parking equipment management system database.

24. **NOTICES:**

Notice to both Client and Manager shall be sent by certified mail, return receipt requested, or by a nationally recognized overnight courier service, to the following addresses:

If to Client:
Fishers Event Center
11000 Stockdale St
Fishers, IN 46037
ATTN: Mitch List

If to Manager:

LAZ Parking Midwest, LLC
One Financial Plaza 14^{th} Floor
Hartford, CT 06103
Attn: Todd Rosen

All notices shall be deemed given upon confirmed receipt thereof. Either Party may, by such notice, designate a new or other address to which notice may be delivered.

25. **TELECOPY EXECUTION AND DELIVERY:**

A DocuSign, facsimile, telecopy, PDF or other reproduction of this Agreement may be executed by one or more Parties hereto, and an executed copy of this Agreement may be delivered by one or more Parties by DocuSign, facsimile, e-mail or similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any Party, all Parties agree to execute an original of this Agreement as well as any facsimile, telecopy or reproduction thereof. The Parties hereto hereby agree that neither shall raise the execution of DocuSign, facsimile, telecopy, PDF or other reproduction of this Agreement, or the fact that any signature or document was transmitted or communicated by DocuSign, facsimile, e-mail or similar electronic transmission device, as a defense to the formation of this Agreement.

26. **PRESS RELEASE:**

Manager shall be allowed to announce via press release or other public forum the fact that the Parties have entered into this Agreement for the management of the Parking Facility.

27. **MANAGER AND CLIENT CODES OF CONDUCT:**

Client hereby acknowledges that it has read the LAZ Parking Vendor Code of Conduct, which is available at https://www.lazparking.com/internal/laz-parking-vendor-code-of-conduct, and shall act at all times consistently with the terms thereof. Manager shall have the right, in its sole and absolute discretion, to immediately terminate this Agreement for cause in the event of any violation of the Vendor Code of Conduct by Client.

Manager hereby acknowledges that once operational, the Fishers Event Center will have a Code of Conduct and other operational or conduct rules for persons on the Parking Facility, which Client will provide, and Manager agrees that it shall act at all times consistently with the terms thereof. Client shall have the right, in its sole and absolute discretion, to immediately terminate this Agreement for cause in the event of any violation of the Vendor Code of Conduct by Client.

28. **PARKING DATA LICENSE:**

The Client hereby grants to Manager a non-exclusive, royalty-free, worldwide, right and license to (a) access, use, copy, display, aggregate, store, create derivative works of and otherwise modify, the Parking Data for the purpose of providing such Parking Data to one or more portal operators so that such Parking Data can be presented to end users of the applicable demand side portal (each, an "**End User**" and together, the "**End Users**") who are searching to park a vehicle in the vicinity of the Parking Facility and (b) grant such portal operators a sublicense to access, use, copy, display, aggregate, store, create derivative works of and otherwise modify, the Parking Data for the sole purpose of presenting such Parking Data to End Users of the applicable demand side portal who are searching to park a Vehicle in the vicinity of the Parking Facility. As a condition to Manager's right to grant sublicenses to portal operators, Manager will ensure that: (a) all sublicense agreements are in writing; (b) Manager will not grant a sublicense greater in scope than the license granted to Manager herein; (c) Manager will not grant a portal operator with a right to sublicense the Parking Data; (d) each sublicense agreement will terminate upon termination of this Agreement; (d) each sub-licensee shall be bound by obligations, terms and conditions at least as restrictive as those that bind, affect or obligate Manager hereunder; and (e) Manager will provide Client with the identity of each such sub-licensee within five (5) days after such sublicense agreement is executed. Upon expiration or termination of this Agreement, all rights set forth hereunder shall automatically revert to Client, and Manager and its sub-licensees shall immediately cease from collecting any additional Parking Data, provided, however, following the expiration or termination of this Agreement, Client grants to Manager a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to retain and use the Parking Data disclosed during the term of this Agreement solely for internal business purposes, provided that Manager will not disclose such specific Parking Data to any third party. "**Parking Data**" means the following data created by or available to or through Client related to or in connection with parking at the Parking Facility: (a) products, which consists of pricing for a specified period of time or for an event (each a "Product" and collectively the "Products"), (b) inventory of Products, which consists of the number of Products available to Manager; (c) availability of Products, which consists of the total number of Products available (provided, however, the method of calculating availability is at Client's sole discretion); (d) general information including hours of operation; and (e) any other data and information that the Parties may mutually agree in writing that Client may provide to Manager. Nothing herein shall be construed so as to prevent Manager from utilizing the Parking Data so long as the resulting product is not specifically identifiable to Client or the Parking Facility.

29. **TAX AUDIT:**

Should any federal, local, or state agency and/or government office initiate a tax audit for services rendered under this Agreement, Manager will notify Client of such audit within five (5) days following receipt of notice of same. Tax liabilities assessed with respect to such audit shall be paid by the Client; provided, however, Manager shall be liable for any tax liabilities that directly result from Manager failing to perform as required by this Agreement. Manager will notify Client as soon as practicable of the final determination of the tax audit including an accounting of the tax liabilities assessed and owed by Client, but no later than ten (10) days from final determination by the auditing agency. The provisions set forth in this section shall survive termination of this Agreement.

30. **CHANGE IN LAW**

Both Parties agree that all terms are based upon the federal, state and local statutes and regulations in place at the time this Agreement is executed, and that any future statutes or regulations promulgated by any governmental authority may result in the need to amend said terms. This includes, but is not limited to, Minimum Wage ordinances, adjusted sick or Paid Time Off requirements, Health Care requirements, operational changes and modifications, and taxes. In the event such changes occurs, the Parties agree to negotiate in good faith to modify the terms of this Agreement to reach a mutually satisfactory resolution. In the event that the Parties are unable to reach such a resolution, either Party shall have the option to terminate this Agreement upon thirty (30) days prior written notice to the other Party.

31. APPLICABLE LAW AND JURISDICTION

This Agreement and the legal relations among the Parties shall be governed by and construed in accordance with the laws of the State of Indiana applicable to contracts made and performed in Indiana. The Parties further agree that any legal actions to enforce rights under this Agreement shall be brought solely in the Federal or State Courts in Indiana, and further agree to and consent to the jurisdiction and venue of those courts for the resolution of any action brought.

IN WITNESS WHEREOF, Client has caused this instrument to be executed in its corporate name by its duly authorized officer, and Manager has hereunto set his hand the day and date first above written.

CLIENT:

____

____

By: ___________________________
Name: _________________________
Its: ___________________________

MANAGER:

SIGNATORY FROM COMPANY MUST HAVE LEGAL AUTHORITY TO SIGN

LAZ PARKING MIDWEST, LLC

By: ___________________________
Name:_________________________

Its: ___________________________

REV 12.1.2023

EXHIBIT A

APPROVED BUDGET AND SUPPORTING DOCUMENTATION

Fishers Event Center Parking Operations Transition Budget			
Responsible Party:	Item Description	Amount	Notes
Manager - LAZ Parking Midwest	Business Back Year 1 Start Up Investment	$ 25,000	Agreed upon expenses between Client and Manager
	Parking Equipment Installation and Start Up	TBD	Covered by Manager and Equipment Provider PRRS
Client - ASM Global	Consulting Fees	$ -	Manager agrees to waive all consulting fees during Transition Period
	Director of Parking Operations	$ 1,900.00	Client agrees to pay this amount monthly to Manager during Transition Period prior to opening of Event Center to offset salary of assigned Director of Parking Operations. Manager and Client to agree upon start date of June 3rd, 2024

REV 12.1.2023

EXHIBIT A CONTINUED: APPROVED YEAR 1 BUDGET

Manager and Client agree this budget is subject to change during the Transition Period and is currently based on projected venue attendance and scheduled events.

	LAZ PARKING YEAR 1				NOTATIONS
PARKING REVENUES					
	Monthly Parking		$	-	
	Transient Parking		$	-	
	Event Parking		$	1,505,400	Based on 125 Events Per Year - 392,000 attendance and 2.5 people per car
	Parking Notice Revenue		$	115,000	Additional revenue uplift from PRRS Citations and LAZ Team Notice Enforcement
	LAZgo Transaction Fee Giveback		$	30,000	.25c per transaction through LAZgo
	Subtenant		$	-	
	Parking Tax	0.00%	$	-	No parking tax in Indiana
	Credit Card Fees		$	55,419	Roughly see 2-3% in CC fees
	Online Sales Fees		$	-	
	NET REVENUE		**$**	**1,594,981**	
OPERATING EXPENSES					
	PAYROLL RELATED				
	Salaries		$	91,276	Site DO and Assistant Manager (50% dedicated)
	Hourly Wages		$	76,306	6 event staff team members rate $15 - $16 per hour
	Payroll Taxes and Burden and Worker's Comp		$	70,876	
	Total Direct Payroll & Related		**$**	**238,458**	
	NON-PAYROLL RELATED				
	Powerwashing, Striping, Sweeping		$	-	Can provide quotes if needed
	Snow Removal & Salting		$	-	TBD with Fishers
	Repair and Maintenance		$	11,400	Lot supplies and Emergency Response
	Handheld Payment Devices		$	16,800	8 handhelds on monthly payment of $175 each
	Vehicle Expense		$	-	TBD - possible golf cart expense
	Uniforms		$	3,000	
	Signage		$	12,000	Does not include start up sign package this is for windmasters and general wear and tear of signs for events throughout the year
	PRRS Monthly Payments		$	110,400	$2300 per lane x 4 lanes per month (4 lanes comp'd)
	Office Supplies		$	-	Covered in Lot Supplies
	Telephone and Communication		$	8,040	Radios and Cell Phones
	Total Non-Payroll Related		**$**	**161,640**	
	ADMINISTRATIVE & FEES				
	Liability Insurance		$	18,757	LAZ required garage keeper's liability insurance
	Bank Service Fees		$	1,800	
	Talent Requisition		$	2,200	$185 per month HR screenings, background, etc.
	Professional Services		$	16,800	Pro Services, Audit, Custom BI Dashboard for ASM and Fishers Use
	Claims/Claims Fees		$	5,000	Placeholder for Claims Deductible
	Management Fee		$	27,000	3k a month management fee waive for first 3 months of contract.
			$	**71,557**	
	TOTAL OPERATING EXPENSES		**$**	**471,655**	
NET OPERATING INCOME			**$**	**1,123,326**	
Incentive Fee Tier 1			**$**	**10,000**	Incentive fee 1% of NOI capped at 10,000 anually
Start-Up Expense			**$**	**25,000**	LAZ committed to $25k investment in operating supplies in year 1 agreed upon by ASM / LAZ
NET INCOME			$	1,138,326	

REV 12.1.2023

EXHIBIT B

EXPENSES OF CLIENT

Expenses of Client shall include, but not be limited to the following:

1. Real and personal property taxes of Client's property.

2. All claims, expenses and/or damages arising from, or caused by structural or design deficiencies or by improper work or supervision during construction including, without limitation, settlement, collapse or inadequacy of structure or equipment, and all repairs related thereto.

3. Debt service with respect to land, building and equipment.

4. Costs of legal and auditing fees of Client.

5. Salaries and wages of all employees of Client.

6. Costs incurred by Client supervising Manager.

7. Utilities expense of the Parking Facility.

8. Capital expenditures, improvements, alterations, additions and all new equipment, including all architectural and engineering fees in connection therewith.

9. Costs of payroll and equipment of security personnel.

10. Cost of premiums for fire and extended coverage insurance.

EXHIBIT C

LAZ PARKING INSURANCE PROGRAM

LAZ Parking ("LAZ" or the "Company") purchases insurance covering certain types of claims relating to its operations, including commercial general liability, garagekeeper's legal liability, worker's compensation and employee medical coverage. As a result of the Company's track record in controlling claims costs and its ability to "spread the risk" across its entire portfolio of operations, LAZ purchases insurance at rates that typically are more favorable than the rates for individual parking facilities. Like many larger companies, LAZ purchases insurance with relatively high deductibles or self-insured retentions. For example, the per occurrence retention under the Company's commercial general liability policy currently is $1,000,000 (subject to change). This means that LAZ is self-insured for all claims costs up to the retention level. This also means that the insurance premiums paid by LAZ represent only a portion of the total costs of its insurance programs. Additional costs include claims expenses up to the retention level as well as numerous administrative expenses.

The Company engages third party administrators to handle general liability, worker's compensation and employee medical claims. In addition, the Company maintains a staff of experienced adjusters to handle its garagekeeper's legal liability (automobile property damage) claims and a benefits department to assist in handling medical claims. To professionally manage its liability and worker's compensation programs, LAZ maintains a risk management department. The Company also engages an outside actuary to review its claims experience and loss development to assist the Company in determining the appropriate amount of claims expense to record in accordance with Generally Accepted Accounting Principles.

Under its management contract, LAZ charges clients rates for its insurance programs that it believes are reasonable for the risk assumed and competitive with the market. In determining these rates, the Company takes into consideration all of the costs incurred in connection with these programs. These rates are also designed to compensate the Company for the significant risk it assumes by agreeing to pay covered claims costs up to the retention level other than a low, pre-negotiated amount charged to clients for liability claims. Moreover, LAZ remains at risk for a number of years after any given policy period due to the lengthy period of time required to resolve many claims and the ability of claimants to make a claim or file suit years after an incident under the laws of many states. Historically, the rates charged by the Company to its clients have exceeded, in the aggregate, the total costs of its insurance programs; however, given the inherent risks and uncertainties of claims, which include the potential for a single claim to result in costs in excess of the per occurrence retention, the Company may incur significant losses at a particular facility. In addition, changes in actuarial valuations of expected claims costs can result in significant additional charges well after the close of a given policy year.

The liability insurance purchased by LAZ for its operations includes both commercial general liability, which is designed to cover certain claims by third parties such as personal injury claims, and garagekeeper's legal liability, which is designed to cover certain property damage claims. The insurance covers claims arising out of LAZ's negligence. The insurance is not intended to provide coverage for acts of negligence by the client.

EXHIBIT D

Initial Improvements and Equipment

And

Amortization Schedule

Parking Revenue Recovery Services Camera System 1 Year Amortization Schedule Client and Manager agree that there is only 1 year commitment on the Amortization Schedule for the license plate recognition system with parking revenue recovery services, valued at $2300.00 per month, per lane. A lane is defined as an ingress and egress point. The parking facility has a total of four ingress and egress points.

Month	1	2	3	4	5	6
Lane 1	$ 27,600.00	$ 25,300.00	$ 23,000.00	$ 20,700.00	$ 18,400.00	$ 16,100.00
Lane 2	$ 27,600.00	$ 25,300.00	$ 23,000.00	$ 20,700.00	$ 18,400.00	$ 16,100.00
Lane 3	$ 27,600.00	$ 25,300.00	$ 23,000.00	$ 20,700.00	$ 18,400.00	$ 16,100.00
Lane 4	$ 27,600.00	$ 25,300.00	$ 23,000.00	$ 20,700.00	$ 18,400.00	$ 16,100.00

Month	7	8	9	10	11	12
Lane 1	$ 13,800.00	$ 11,500.00	$ 9,200.00	$ 6,900.00	$ 4,600.00	$ 2,300.00
Lane 2	$ 13,800.00	$ 11,500.00	$ 9,200.00	$ 6,900.00	$ 4,600.00	$ 2,300.00
Lane 3	$ 13,800.00	$ 11,500.00	$ 9,200.00	$ 6,900.00	$ 4,600.00	$ 2,300.00
Lane 4	$ 13,800.00	$ 11,500.00	$ 9,200.00	$ 6,900.00	$ 4,600.00	$ 2,300.00

EXHIBIT E

LAZ Parking
Credit Card Security Obligations

Manager currently maintains a merchant agreement (“Merchant Agreement”) with a national credit card processor to facilitate the acceptance of credit cards for payment at its parking operations, and is willing, during the Term hereof, to extend the benefits of the Merchant Agreement (or any subsequent Merchant Agreement) to Client, subject to the following provisions:

A. All credit card processing equipment and networks must meet all PCI DSS standards (as defined herein) as evidenced by the inclusion of the equipment on Visa’s “Validated Payment Applications” list, as well as any and all standards required by federal or state law, throughout the duration of the Term hereof. Manager and Client covenant and agree to comply with Visa’s Cardholder Information Security Program/CISP, MasterCard’s Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations, and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the “Security Guidelines”). All credit card equipment service providers that Manager or Client use under the Contract must be recognized by VISA as compliant with PABP. Manager and Client further agree to exercise reasonable due diligence to ensure that all of their managers, agents, business partners, managers and submanagers maintain compliance with the Security Guidelines.

B. Manager shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind by Manager, Manager shall immediately notify Client in writing, and shall provide, at Manager’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

C. Client shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind by Client, Client shall immediately notify Manager in writing, and shall provide, at Client’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

D. To the extent any upgrades, or system changes, may be required to comply with credit card processor changes or changes to the PCI DSS standards, Client agrees to approve and allow implementation of such upgrades prior to the effective date of such changes. If Client refuses, or fails, to implement such upgrades, Manager will not process credit card transactions for Client.

E. In addition to all other defense and indemnity obligations undertaken by Manager under this Agreement, Manager, to the extent that its performance of this Agreement includes the allowance of utilization by members of the public of credit cards to pay monetary obligations to Client or Manager, or includes the utilization, processing, transmittal and/or storage of credit card data by Manager, and to the extent arising from Manager's negligence or willful misconduct, shall defend, release, indemnify and save and hold harmless Client, its parent companies, affiliates, officers, directors, employees, agents and Managers (collectively, "Client Parties") against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against Client and/or Manager by credit card company(s), financial institution(s) or by NACHA or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach with respect to credit card information, and shall defend, release, indemnify, and save and hold Client Parties harmless from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Manager of this Agreement. In furtherance of this Manager covenant to defend and indemnify for its negligence and willful misconduct, Manager shall maintain compliance with the PCI DSS and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

F. In addition to all other defense and indemnity obligations undertaken by Client under this Agreement, Client, to the extent that its performance of this Agreement includes the allowance of utilization by members of the public of credit cards to pay monetary obligations to Client or Manager, or includes the utilization, processing, transmittal and/or storage of credit card data by Client, and to the extent arising from Client's negligence or willful misconduct, shall defend, release, indemnify and save and hold harmless Manager, its parent companies, affiliates, officers, directors, employees, agents and Managers (collectively, "Manager Parties") against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against Client and/or Manager by credit card company(s), financial institution(s) or by NACHA or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the Manager Parties from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Client of this Agreement. In furtherance of this Client covenant to defend and indemnify for its negligence and willful misconduct, Client shall maintain compliance with PCI DSS and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

EXHIBIT F

Parking Rate Table for Fishers Event Center

Event Type	Price Range Per Vehicle Per Event or Per Day	Notes
Indy Fuel Hockey	$10	Season parking passes and reserve ahead parking passes can be priced higher than $10 at rates that are mutually agreed upon between tenants, client, and manager
Fishers Freight	$10	Season parking passes and reserve ahead parking passes can be priced higher than $10 at rates that are mutually agreed upon between tenants, client, and manager
Indy Ignite	$10	Season parking passes and reserve ahead parking passes can be priced higher than $10 at rates that are mutually agreed upon between tenants, client, and manager
Family Shows	$10 - $40	Reserve ahead parking passes can be priced higher than $10 - $40 at rates that are mutually agreed upon between tenants, client, and manager
Rec Sports	$5 - $10	IHSAA Has a cap for parking fees for certain events. Will fluctuate on case by case basis
Tradeshows	$5 - $20	Tradeshows could include multi day parking passes depending on the length of the event
Concerts	$10 - $40	Reserve ahead parking passes can be priced higher than $10 - $40 at rates that are mutually agreed upon between tenants, client, and manager
Community Events	$0 - $20	Treated on a case by case basis

Event Center License Agreement

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

Contents

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.

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.

"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 <u>IFC Home Game Employees and Contractors</u>. 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 <u>Pre/Post-Game Activities</u>. 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 <u>Extended Football Events</u>. 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 <u>Concessionaire</u>. 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 <u>Food and Beverage Revenues</u>. 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 <u>No Other Beverage or Food Sales</u>. 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 <u>Ticket Prices</u>. 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. 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 35.07 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

THIRD AMENDMENT TO PROJECT AGREEMENT (MCJ)

THIS THIRD AMENDMENT TO PROJECT AGREEMENT is executed this _____ day of ___________, 2024 ("Third Amendment"), by and among MJC Holdings LLC ("Developer"), the City of Fishers, Hamilton County, Indiana ("City"), the Fishers Town Hall Building Corporation, ("Building Corp."), and the City of Fishers Redevelopment Commission, (the "Commission" and together with the City, Building Corp. and Developer, the "Parties" and each a "Party") as follows:

RECITALS

WHEREAS, on or about September 19, 2022, the Parties entered into that certain Project Agreement for Developer to develop and construct the Project on the Office Site, among other rights and obligations, which project agreement was amended by that certain First Amendment to Project Agreement dated October 9, 2023, as amended by that certain Second Amendment to Project Agreement by and among the Parties dated January __, 2024 (as amended, the "Project Agreement");

WHEREAS, the Project Agreement provides for certain incentives to assist the Developer with completing the Project;

WHEREAS, as consideration for the incentives provided by City and Building Corp., among other obligations of the Developer, the Developer agreed to construct certain City Infrastructure;

WHEREAS, since beginning work on the Project, (a) additionally infrastructure-like improvements are required, and (b) the Parties desire to reallocate responsibility for other improvements;

WHEREAS, the City desires to reallocate responsibility for a portion of the improvements and participate in the cost associated with completing such improvements;

WHEREAS this Third Amendment concerns the improvements and costs thereof;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Project Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the Project Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this Third Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the Parties agree as follows:

1. Section 3 of the Project Agreement, Definitions, shall be amended to add and delete, as applicable, the following:

The defined term "City Infrastructure" shall be deleted in its entirety.

Infrastructure Costs shall be added as follows:

"**Infrastructure Costs** shall mean a portion of the cost to complete the Pond Work and ROW Work."

Pond Work shall be added as follows:

"**Pond Work** shall mean the work described in **Exhibit G**."

ROW Work shall be added as follows:

"**ROW Work** shall mean design and construction of (a) diagonal parking along the Municipal Drive frontage of the Office Building, which diagonal parking spaces shall be similar to the parking spaces in front of Flexware Innovation's building and consistent with the Nickel Plate Code; and (b) the Streetscape, all as further described in **Exhibit H**."

2. Section 4 of the Project Agreement, City Bodies' Obligations, shall be replaced in full as follows:

"4. CITY BODIES' OBLIGATIONS. Subject to Section 9(a), the City Bodies, as applicable, shall (a) in connection with Developer, jointly submit the Plat for final approval and recordation; (b) cause to be conveyed to Developer fee simple title to the Office Site pursuant to the Office Site Deed; (c) execute and perform the Ancillary Agreements; (d) [***intentionally omitted***]; (e) within thirty (30) days' of a properly submitted (i) Construction Disbursement Request for the Commercial Property Grant, provide the Commercial Property Grant to Developer, or (ii) Construction Disbursement Request for Infrastructure Costs, reimburse the portion of the Infrastructure Costs represented in such Construction Disbursement Request; provided, however, the first Construction Disbursement Request shall not be submitted prior to Closing, and the City Bodies shall not be liable for Infrastructure Costs in excess of the aggregate amount of $644,566.00; (f) review and issue the City's development and permit applications necessary to develop the Office Site and construct the Project, including, whenever possible, coordinating with the Developer to lower Project costs by issuing interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving final approval of less critical activities to the extent allowed by the Laws; and (g) perform its other obligations set forth herein."

3. Section 5 of the Project Agreement, Developer's Obligations, shall be replaced in full as follows:

"5. DEVELOPER'S OBLIGATIONS. Subject to Section 9(b), Developer shall (a) in connection with City, jointly submit the Plat for final approval and recordation; (b) accept fee simple title to the Office Site pursuant to the Office Site Deed; (c) obtain the Project Loan; (d) construct and complete the Project in accordance with the Final Documents and Drawings and this Agreement by or before the Final Date, subject to extension for delays caused by events of

Force Majeure; (e) obtain all Required Permits; (f) execute and perform the Ancillary Agreements; (g) maintain and repair the Project and Streetscape in good condition and repair including, without limitation the sidewalk, trees, flowers, grates and other improvements within the Streetscape; (h) construct and complete the Pond Work and ROW Work by or before the Final Date, subject to extension for delays caused by events of Force Majeure; and (i) perform its other obligations set forth herein."

4. Section 25 of the Project Agreement, Exhibits, shall be replaced in full as follows:

"25. EXHIBITS:
Exhibit A: Concept Plan
Exhibit B: Construction Disbursement Request
Exhibit C: Office Site
Exhibit D: Office Lease Minimum Terms
Exhibit E: Insurance
Exhibit F: Surface Parking Lot Easement Minimum Terms
Exhibit G: Pond Work
Exhibit H: ROW Work"

[*signatures on following pages*]

CITY OF FISHERS, INDIANA

By: ____
Scott Fadness, Mayor

CITY OF FISHERS REDEVELOPMENT COMMISSION

By: ____
Brad Johnson, President

Attest: _____________________________________
Tony Bonacuse, Vice-President

FISHERS TOWN HALL BUILDING CORPORATION

By: ______________________________________
Jay Bangert, President

"Developer"

MJC Holdings LLC

By: ______________________________

Printed: ______________________________

Title: ______________________________

EXHIBIT G
POND WORK

The pond scope of work is recommended from a geological report to maintain soil quality and stabilization. The southern bank, western bank, and northern bank of the pond have been identified as areas with excessive muck and bad soils. To remediate these issues, approximately 4 ft (depth) of excessive much and bad soils in certain identified bank areas of the pond must be removed from the pond and relocated offsite. To help support the pond banks, stone will be used as backfill.

EXHIBIT H
ROW WORK

The ROW scope of work includes construction and completion of diagonal parking spaces along the Municipal Drive frontage of the office building. The diagonal parking spaces will be similar in design to the parking spaces in front of Flexware Innovation's building and consistent with the Nickel Plate Code. **The Nickel Plate Code includes streetscape requirements pertaining to the sidewalk, trees, grates and other improvements.**

96TH STREET FAÇADE GRANT PROGRAM

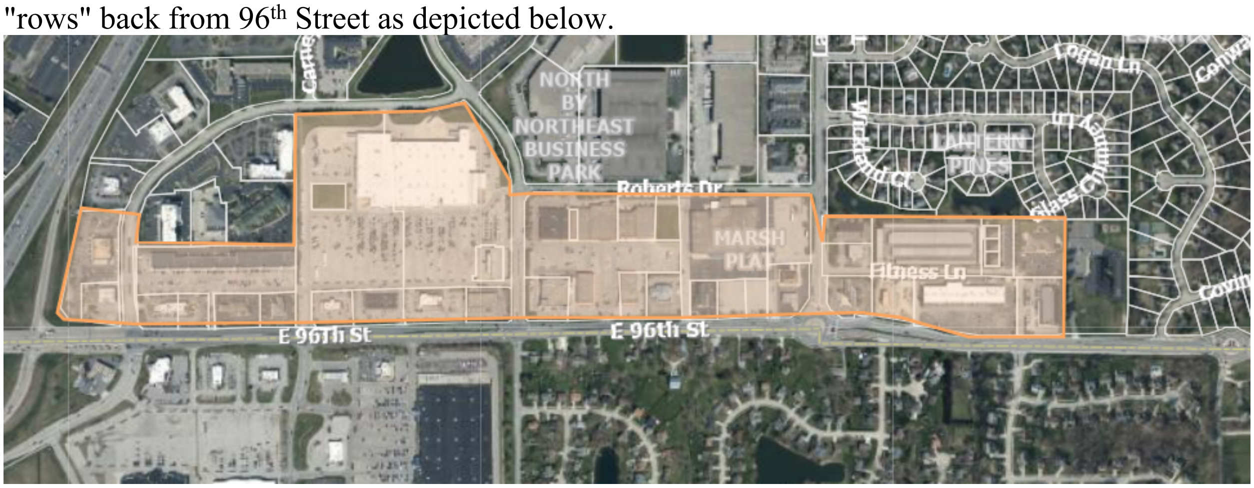
I. Background

The City of Fishers' (the "City") 96th Street area, the north side of 96th Street, between Interstate-69 and Cumberland Road (the "96th Street Corridor"), is a highly traveled, busy vehicular area that serves as a boundary between Fishers and the City of Indianapolis. Older businesses are prevalent within the 96th Street Corridor, and many of the businesses have not undertaken improvements and expansions that create the opportunity for remodeling and updates that the City sometimes incentivizes. To help beautify the City and more equitably administer City resources, the City desires to fund a 96th Street Façade Program that provides for improved exterior aesthetics in the within the 96th Street Corridor.

The City has requested that the Fishers Town Hall Building Corporation, an Indiana not-for-profit corporation operating as a neighborhood development corporation as defined in Ind. Code 36-7-14-12.2(a)(25) (the "Corporation") and its articles of incorporation and bylaws, create and adopt requirements and administer the 96th Street Façade Program. The City is allocating an initial $200,000.00 (the "Grant Funds") to the 96th Street Façade Program.

II. Program – Eligibility Requirements & Process

- **Eligible applicants**: property owners or tenants within buildings with landlord's written approval.
- **Eligible properties**: north side of 96th Street, between I-69 and Cumberland Road. Two "rows" back from 96th Street as depicted below.



- **Eligible projects**: capital improvements to the exterior of a building, parking lots, creation of new patios and outdoor spaces, public art, or other projects that improve the aesthetics and vibrancy of 96th Street.
- **Matching Requirement**: applicants must demonstrate a match toward the overall project and improvements. The amount of the match is dependent upon the impact of the proposed project and the Corporation retains authority to determine the match on a project-by-project basis.

- **Process**:
    - Any applicant meets with Mayor's office to determine impact of proposed project. If the Mayor's office determines that the project is of the type that may be funded from the Grant Funds, the Mayor's office will provide a recommendation of funding, amount of proposed funding and match requirement to the Corporation.
    - At a regularly scheduled meeting, the Corporation will determine whether to accept the Mayor's office's recommendation for funding, the amount of funding and the match requirement. The Corporation retains the right to determine whether an award will be made, the amount of the award and the matching requirement.
    - If an award is made, the entity receiving the award (the "Awardee") will be required to enter into standard, form agreement with the Corporation that includes, at a minimum, the following minimum contract terms:
        - Description. Project description with details like the following: (a) budget, (b) depiction and description of work, (c) entities involved (contractor, subcontractor, artist, architect, etc.), (d) timeline for completion of project.
        - Termination. (1) The Corporation or Awardee may terminate without cause upon 30 days' notice; (2) The Corporation or Awardee may terminate for default upon 10 days' notice; and (3) The Corporation may immediately terminate for gross misconduct.
        - Non-discrimination provision.
        - Drug-free workplace provision.
        - Compliance with E-Verify requirements, if applicable.
        - Indemnification & Hold Harmless. Awardee agrees to hold the Corporation and City harmless and provide indemnification and standard insurance. Neither the Corporation nor the City will not indemnify the Awardee.
        - Application of Indiana law with venue in Hamilton County.
        - Grant Funds provided in response to disbursement requests submitted to the Corporation no more frequently that monthly and paid within 20 days of receipt.