CITY OF FISHERS AGENDA

BOARD/COMMISSION: Town Hall Building Corporation Meeting
DATE: 2/12/2024, at 4:00 PM
DIRECTIONS: Pavilion Conference Room, 10 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. **Confirmation of Quorum and Proper Notice of Meeting**
3. **Consent of Previous Meeting Minutes**
    a. Minutes 1-8-24
4. **First Amendment to Rebar South Street PA**
    a. Amendment
5. **Airwayz Solutions Wireless Facility Agreement**
    a. Agreement
6. **Amended and Restated License Agreement for Indy Fuel -**
    a. Amended Agreement
7. **New Business**

a. Fishers Event Center Update

8. Adjournment

MEETING OF THE FISHERS TOWN HALL BUILDING CORPORATION
THBC 1/8/24

Commenced at 4:00
Quorum Confirmed and Notice Confirmed
In attendance:
Jay Bangert
Troy Woodruff
Joe Eaton
Ben Jefferis
Josh Richardson was not present. Rich Block was unable to get a Teams connection.

Also in attendance: Megan Baumgartner, Jennifer Messer, Mitch List, Chris Whittemore, Lisa Bradford, Lawrence Summers, Kay Prange
Approval of minutes:

Election- Mr. Bangert opened the meeting to nominations for President. Ben Jefferis made a Motion to elect Jay Bangert as President. The second was made by Consent. Mr. Bangert was elected President, 4-0.
Mr. Bangert asked for a Nomination for Vice-President. Troy Woodruff nominated Ben Jefferis as Vice-President, seconded by Jay Bangert. Ben Jefferis was elected Vice-President, 4-0.
Mr. Bangert asked for a Nomination for Secretary. Troy Woodruff nominated Joe Eaton as Secretary. The second was made by consent. Joe Eaton was elected Secretary, 4-0.

Minutes from 12-11-23 meeting approved by consent 4-0.

MFC Amendment - Megan Baumgartner presented the Amendment to the agreement, extending the closing date to March.
Mr. Bangert asked for a Motion. Mr. Woodruff made a Motion to approve, seconded by Mr. Eaton. The Motion was approved, 4-0.

New Business –

a. **Fishers Event Center Update**

Mitch List of ASM gave updates on booking progress, selecting the parking vendor, hiring, seating, food and bev, and the Fishers Freight team. Chris Whittemore gave an update on construction.

Meeting Adjourned at 4:17.

FIRST AMENDMENT TO PROJECT AGREEMENT

This First Amendment to Project Agreement (the "First Amendment") is executed as of the ___ day of December, 2023, by and among Rebar South Street, LLC, an Indiana limited liability company ("Developer"), Rebar South Street, Inc., an Indiana corporation ("Owner" and together with the Developer, the "Company"), the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation ("City"), the City of Fishers Economic Development Commission, the Economic Development Authority for the City of Fishers (the "EDC"), the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq*. (the "RDC"), and the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Building Corp."), on the following terms and conditions:

Recitals

WHEREAS, Company and the City Bodies are parties to that certain __________, 2023 Project Agreement pursuant to which Company agreed to complete (a) development and construction of five (5) multi-use buildings that are each three (3) stories or four (4) stories tall and collectively include (i) eighty-two (82) multi-family units, (ii) approximately 8,244 sq. ft. of small business units, and (iii) 20,516 sq. ft. of additional commercial office space; and (b) invest approximately Twenty-Three Million and no/100 Dollars ($23,000,000.00) in the City, if the City Bodies provided certain incentives, among other rights and obligations of the Company and City Bodies included in such project agreement (the "Agreement");

WHEREAS, the Agreement defined the "Outside Closing Date" for Closing on the Project as December 1, 2023;

WHEREAS, the City Bodies and Company desire to extend, effective as of November 30, 2023, the Outside Closing Date;

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City;

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

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

NOW THEREFORE, the foregoing recitals are incorporated into this First 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, the Parties agree as follows:

1. The definition of "Outside Closing Date" included in Section 1, **Defined Terms** of the Agreement shall be replaced in full as follows:

"**Outside Closing Date** shall mean March 31, 2024."

3. The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of the Company and the City Bodies with respect to the Project and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

[*signatures included on following pages*]

R121823D

IN WITNESS WHEREOF, the City, EDC, RDC, Building Corp. and Company have executed this Project Agreement as of the day and year first written above.

"CITY"

CITY OF FISHERS, INDIANA

By: ______________________________
Scott Fadness, Mayor

“EDC”

CITY OF FISHERS ECONOMIC DEVELOPMENT COMMISSION

By: ____________________________________

"**RDC**"

FISHERS REDEVELOPMENT COMMISSION

By:__________________________________
Damon Grothe, President

ATTEST:

By:_______________________________
Brad Johnson, Secretary

“**BUILDING CORP**.”

FISHERS TOWN HALL BUILDING CORPORATION

By: ______________________________

Its: ________________________

“**OWNER**”
REBAR SOUTH STREET, INC.

By: ____________________________________
Shelby M. Bowen, President

“**DEVELOPER**”
REBAR SOUTH STREET, LLC

By: ____________________________________
Shelby M. Bowen, Manager

WIRELESS SYSTEM SITE LICENSE AGREEMENT

THIS WIRELESS SYSTEM SITE LICENSE AGREEMENT ("***License***") is made effective as of the date of last signature of the parties below by and between Licensor and Licensee ("***Effective Date***").

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES AND BUSINESS TERMS.

"*Licensor*":	**The City of Fishers, Indiana,** an Indiana municipal corporation
"*Licensor Notice Address*":	**City of Fishers** 3 Municipal Drive Fishers, Indiana 46038 **Attn:** Lindsey Bennett, City Attorney
with a copy to:	Jennifer Messer 202 E. 71st Street Indianapolis, Indiana 46220
"*Licensee*":	Airwavz Solutions, Inc., a Delaware corporation
"*Licensee Notice Address*":	1410 W. Morehead Street, Suite 100 Charlotte NC 28208 Attn: Contracts Manager

"*Building*": Those buildings and other real property improvements known as Fishers Event Center, having an address of 11313 USA Parkway, in Fishers, Hamilton County, State of Indiana.

"*Initial Term*": Ten (10) years.

"*Renewal Terms*": Each of three (3) successive periods of five (5) years.

2. GENERAL DEFINITIONS.

"*Affiliate*": Any entity that: (i) directly or indirectly (through one or more subsidiaries) controls Licensee; (ii) is controlled directly or indirectly (through one or more subsidiaries) by Licensee; (iii) is under the common control directly or indirectly (through one or more subsidiaries) with Licensee by the same parent company; (iv) is the successor or surviving entity by a merger or consolidation of any such entity pursuant to Applicable Law; or (v) purchases substantially all of the assets of Licensee.

"*Applicable Law*": All laws, rules, regulations, ordinances, directives, zoning and land use regulations, permits, building codes, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) having jurisdiction over the Building and Property.

"Commencement Date": The first day of the first full month following the date of the first Sub-Licensee's acceptance of the Communications Network.

"Communications Network": The wireless network and infrastructure (which may include, for example, a distributed antenna system, eRAN, or DRAN solution) to be constructed in accordance with the terms herein and owned by Licensee which provides for the distribution, propagation, and enhancement of Wireless Services to be provided by one or more Wireless Providers, resulting in enhanced or improved coverage for such Wireless Providers' customers in the areas served by the Communications Network on the Property.

***"Environmental Laws"*:** Any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns or Hazardous Substances as may now or at any time hereafter be in effect.

"*FCC*": The Federal Communications Commission and any successor agencies.

"*Hazardous Substances*": Any toxic or hazardous substance, material or waste or any pollutant or infectious or radioactive material, including, but not limited to, those substances, materials or waste now or in the future regulated under Applicable Law pertaining to hazardous substances, materials, wastes, chemical substances or mixtures, toxic substances, air pollutants, toxic pollutants, solid waste or other similar substances or for the protection of health, ecology, or environment.

***"Property*":** Each parcel of land described on <u>Exhibit A</u> including the Building.

"*Sub-License*": An agreement between Licensee and a Wireless Provider for the utilization of the Licensed Premises (as defined in Section 3) for the provision of Wireless Services.

"*Sub-Licensee*": A Wireless Provider that is a licensee of Licensee under a Sub-License.

***"Telecom Site*"**: An area on or within the Building or on the Property utilized by Licensee or a Sub-Licensee for the provision of Wireless Services including all Wireless Equipment used in connection with and/or providing the Communications Network.

"*Wireless Equipment*": Any equipment owned by Licensee or a Sub-Licensee at the Property and used for the construction, operation and provision of a Communications Network, including, without limitation, all power lines, coaxial, fiber optic and telecommunications cables.

"*Wireless Provider*": Any party that provides Wireless Services.

"*Wireless Services*": Wireless Services are "Radio Communication" services as defined in 47 U.S.C. §153(40) as may be amended or superseded ("Radio Communication" is the transmission by radio of writing, signs, signals, pictures, and sounds of all kinds, including all instrumentalities, facilities, apparatus, and services (among other things, the receipt, forwarding, and delivery of communications) incidental to such transmission).

3. LICENSE OF PREMISES. Licensor licenses to Licensee the footprint of any Wireless Equipment installed in or about the Building or on the Property (including, without limitation, areas outside of the Building such as rooftops, parapet walls, common areas, plazas and parking garages) and approved by Licensor pursuant to Section 6 ("***Licensed Premises***"). Additionally, Licensor grants to Licensee (a) the non-exclusive right to utilize any existing utility connections and entries into and through the Building and any existing vertical and horizontal risers, raceways, conduits, and telecommunications pathways in the Building, together with any existing conduit located on the Property and leading into and within the Building (including, without limitation, any such conduit running between multiple buildings when there is more than one building being served or is part of a multiphase project); and (b) an exclusive right to install, operate, repair and replace, as necessary the Communications Network and the provision of Wireless Services, such fiber optic fibers, conduits, cables, connecting points, handholes and equipment related thereto from the nearest public right of way and/or adjacent public and private properties and/or buildings, over, under and across the Property and within the Building, including entryways and building entrances thereto. The foregoing rights are for the benefit and use of Licensee and its Sub-Licensees. Licensee shall never make any use of the Licensed Premises which is in violation of Applicable Law or which is in violation of the general rules and regulations (a copy of the present rules and regulations are attached as Exhibit D) as may be modified from time to time, upon written, mutual agreement of Licensor and Licensee. Licensee may not make any use of the Licensed Premises that (i) is a nuisance, or (ii) makes insurance unavailable to Licensor on the Building under the insurer's standard underwriting criteria.

4. PERMITTED USE; FEES.

(a) **Permitted Use.** Pursuant to the License granted hereinabove, Licensor grants Licensee the exclusive right to utilize the Property for the following uses ("***Permitted Use***"):

(i) ***Marketing.*** To market the Property to all Wireless Providers as a location to establish a Communications Network.

(ii) ***Commercial Wireless Services.*** To enter into and maintain Sub-Licenses with all commercial Wireless Providers for the provision of commercial Wireless Services to the Property via a Communications Network and to install, operate, and maintain Wireless Equipment at the Property for said purpose.

(b) **Fees**. Except as expressly may be provided for in this License, all other fees or other amounts to be paid hereunder are provided for in Exhibit C attached hereto.

5. TERM. This License is effective as of the Effective Date. The "***Term***" is the Initial Term, any Renewal Term, and any Holdover Term in effect as provided below:

(a) **Initial Term.** The Initial Term will commence on the Commencement Date and will expire at 11:59 p.m. on the day prior to the tenth (10^{th}) anniversary of the Commencement Date.

(b) **Renewal Terms.** This License will be automatically extended for each Renewal Term unless (i) as to the first Renewal Term, Licensee elects not to extend this License by providing Licensor written notice no less than ninety (90) days prior to the expiration of the Initial Term or first Renewal Term, in which case this License shall terminate at the end of the then-current Initial Term or Renewal Term, (ii) as to the second and third Renewal Terms, Licensee or Licensor elects not to extend this License by providing written notice to the other party no less than ninety (90) days prior to the expiration of the then current Renewal Term, in which case this License shall terminate at the end of the then-current Renewal Term, or (iii) this License is otherwise terminated as provided for in this License.

(c) **Holdover Term**. This License shall renew on a year to year basis if neither party provides the other with notice of termination no less than ninety (90) days prior to the expiration of the last Renewal Term. Either party may terminate this License during each such annual renewal period by providing the other with notice of termination no less than thirty (30) days prior to the end of each such annual renewal period.

(d) **Sub-License(s) Terminate upon expiration of Term or Renewal Term**. Any Sub-Licenses shall be subject to the terms and conditions of this License and shall terminate simultaneously with the termination of this License.

6. INSTALLATION, MAINTENANCE, AND RELOCATION.

(a) **Licensor Approval of Plans.** Prior to the installation of any Wireless Equipment, Licensee will submit plans of the proposed installation to Licensor ("***Plans***"). Licensor will reasonably approve or reject the

Plans with specific reasons within fifteen (15) days of receipt of any initial Plans and within ten (10) days of receipt for revisions to rejected Plans. Reasonable basis for Licensor to reject the Plans include, but are not limited to, the following: if the installation would (i) adversely affect the structural integrity of the Building or the proper functioning of any existing mechanical, electrical, sanitary or other systems of the Property; (ii) adversely affect Licensor's ability to lease or operate the Property or the Building; or (iii) infringe upon or conflict with any existing right. Licensor will also provide in writing any special conditions or requirements related to the proposed installation. References in this License to "Plans" will include all subsequent modifications approved by Licensor.

(b) **Required Approvals.** Prior to installing any Wireless Equipment, Licensee will obtain any applicable licenses, permits, authorizations, consents, and approvals required by any government agency ("***Required Approvals***"). Licensor will execute any applications or letters of authorization within ten (10) days of a request and will cooperate with Licensee and Sub-Licensees to obtain any Required Approvals.

(c) **Installation of Equipment.** Licensee shall provide to Licensor a Licensee-signed Notice to Proceed in substantially the same form as Exhibit F attached hereto and incorporated herein by reference, and upon Licensor signing and returning same to Licensee, Licensee shall be authorized to begin installation of the Wireless Equipment in accordance with this Agreement. At its sole cost and expense, Licensee shall install the Wireless Equipment in a good and workmanlike manner in accordance with the Plans, any Required Approvals, Applicable Law, any written technical standards developed for the Property or the Building by the Licensor, and current industry practices. Such installation work will not unreasonably interfere with Licensor's use of the Property. In addition, the Wireless Equipment installed in the Building shall be in strict accordance with the specifications set forth in Exhibit B attached hereto and incorporated herein by reference. Furthermore, Licensee, in the exercise of its rights granted herein, shall not at any time unreasonably disrupt Building operations, including but not limited to, blocking access to or in any way obstructing Building entrances, lobbies, hallways, elevators, or interfere or hinder the use of the Building's loading docks. Any work activities deemed disruptive to Building operations, including but not limited to core drillings, must be performed after normal business hours as defined by Licensor.

Licensee shall notify Licensor when all work has been completed and all work shall be inspected by Licensor. Within ten (10) days following Licensee's completion of the installation, Licensee shall provide Licensor with documentation evidencing that all applicable permits, licenses, and approvals required for the installation, maintenance, and operation of the Wireless Equipment have been obtained.

Licensee shall not make any structural alterations to the Building without the Licensor's prior written approval. Any structural alterations approved by Licensor shall be made at Licensee's sole cost and expense by a qualified contractor approved by Licensor.

(d) **Licensee Maintenance.** Licensee agrees to maintain at its sole cost and expense (i) the Wireless Equipment in good operating condition and repair and within industry accepted safety standards and in accordance with Applicable Law and (ii) the non-structural portions of the Licensed Premises.

The Wireless Equipment (and any other personal property of Licensee or Sub-Licensee in the Building) remains at the sole risk of Licensee.

Licensee shall, in respect to the condition of the Licensed Premises and at Licensee's sole cost and expense, comply with (a) all Applicable Law relating solely to Licensee's specific and unique nature of use of the Licensed Premises; and (b) all building codes requiring modifications to the Licensed Premises due to the improvements being made by Licensee in the Licensed Premises.

Licensee shall, at its sole cost and expense, repair, refinish, or restore any surface of the Building or part of the Property damaged by or during the installation, operation, maintenance or removal of Wireless Equipment and caused by Licensee or anyone acting on Licensee's behalf. All costs of installation, operation, and maintenance of the Licensed Premises and any Wireless Equipment shall be at Licensee's sole and exclusive cost and expense.

(e) **Licensor Maintenance.** During the Term, Licensor shall ensure that the Property (including, in the case of any building usage, the Building, Building systems, and common areas of the Building), and all structural elements of the Property are maintained in compliance with all Applicable Laws. It shall be Licensor's obligation to ensure compliance with all Applicable Law relating to the Property and Building or other personal property or structures in general, without regard to specific use (including, without limitation, modifications required to enable Licensee to obtain all necessary building permits).

(f) **Licensor Work in Licensed Premises; Relocation.** Licensor and its representatives shall have the right to enter the Licensed Premises for any of the following purposes: (i) to maintain the Building; (ii) to make inspections, repairs, alterations, improvements or additions, in or to the Building; and (iii) to perform any acts related to the safety, protection, preservation, or improvement of the Building. Notwithstanding the foregoing, Licensor will use reasonable efforts to provide Licensee at least ten (10) days' notice (or as much notice as feasible in the event of an emergency) prior to performing any work in the Licensed Premises that is likely to interfere with the operation of Wireless Equipment or that may require the relocation of Wireless Equipment. Licensee will cooperate with Licensor and, if required, will relocate any Wireless Equipment to an alternate location in the Building. Licensor will bear the cost of any relocation required by Licensor.

If, at any time during the Term, Licensor, Licensor's representative, Licensor's tenant or similarly situated party request and/or requires Licensee to surrender, make changes to or otherwise modify (temporarily or otherwise) any portion of the Premises to accommodate improvements, modifications to, or changes in the use of Licensee equipment, pathways or similar located in the Building or on the Premises ("Modifications"), the requesting party shall provide notice. For "Major Modifications" including but not limited to headend location/equipment, fiber/telco entrances, outside plant fiber and similar impacting scope Licensor shall provide Licensee with 180 days' notice prior to the requested change date. For "Minor Modifications", any other Modifications that do not rise to the complexity of Major Modifications, Licensor shall provide Licensee with 30 days' notice prior to the requested change date. If required, Licensor will provide Licensee with alternative space, appropriate for the intended use ("Alternative Space") at no additional cost.

Upon receipt of notice of Modifications, Licensee will create a design ("New Design") to accommodate the Modifications and provide a written, itemized estimate of the costs related to the requested Modifications to Licensor or Licensor's designated responsible party. Prior to any Modifications, the New Design shall be reviewed and approved by both Licensor and Licensee, and any Alternative Space shall be subject to the terms and conditions of this Agreement. Upon approval of the submitted estimate a schedule of activities will be developed and submitted for final review/approval.

Licensee will ensure that the New Design will fulfill the service obligations of this agreement.

Licensor or Licensor's designated responsible party shall reimburse Licensee for all costs associated with these Modifications. Should the Licensor and Licensee disagree on any changes in locations, Licensor's decision will be final. Licensor agrees that Licensee shall not in any way be liable for any degradation signal as a result of the New Design in comparison to the original deployment of the Communications System due to any limitations outside Licensee's control, foreseeable or otherwise, as a result of the Modifications and the impact on the overall operations of the Communications System throughout the Building and Premises.

7. ACCESS. The authorized personnel of Licensee and each Sub-Licensee will have 24-hour, 7 days per week access over, across, and to the Property, using common access roads, driveway, paths, walkways, and such other agreed-upon ways or routes necessary to conduct any activities consistent with the Permitted Use or the allowed use under any License, including access to common areas and facilities of the Property and Building, including but not limited to parking spaces, restrooms, lobbies, elevators, escalators, and stairways. Licensee will not be required to pay any fee to access the Property. All access is subject to the reasonable regulations in effect at the Property, of which Licensor will inform Licensee in writing.

8. INTERFERENCE.

(a) **Licensee and Sub-Licensee Interference.** Licensee will ensure that the Wireless Equipment will not interfere with any systems or components at the Property existing as of the Commencement Date, provided however that said systems and components are functioning within normal operating parameters and are in compliance with Applicable Law. As to such existing systems and components, Licensee agrees to take all reasonable actions as soon as practicable, including but not limited to ceasing all operations (except for testing as approved by Licensor), until interference has been corrected to the reasonable satisfaction of the Licensor. Licensor shall not allow installation of any equipment at the Property that will measurably interfere with the Wireless Equipment and if there is any such measurable interference, Licensor agrees to take all reasonable actions as soon as practicable, including but not limited to ceasing all operations (except for intermittent testing), until interference has been corrected to the reasonable satisfaction of the Licensee. All operations by Licensee and Sub-Licensees will comply with FCC and rules and regulations.

(b) **Emergencies.** If an emergency exists that Licensor reasonably attributes to Wireless Equipment, Licensor will immediately notify Licensee by phone and Licensee will diligently remedy the emergency. If an emergency attributable to the Wireless Equipment poses an immediate threat to either life or human safety or is likely to result in significant property damage, and Licensee cannot remedy the emergency in time to prevent loss or damage, then Licensor may take any reasonable actions to avoid such consequence. Thereafter, Licensee shall promptly respond to the emergency and restore any services that were disrupted at its sole cost and expense.

9. ASSIGNMENT AND SUBLETTING.

(a) **Licensee Assignment.** Licensee may assign this License in whole or in part without consent to (i) an Affiliate or (ii) to any lender or provider of financing to Licensee or to its Affiliate. Otherwise, Licensee may not assign this License to any other party without the prior written consent of Licensor, which such consent shall not be unreasonably withheld. If Licensee or any Affiliate is an entity whose equity interests are listed and traded on a nationally-recognized securities exchange or over-the-counter market, the transfer, sale, or other disposition (including issuance) of stock or other equity interests in such entity will not be deemed an assignment of this License.

(b) **Licensee Sublicensing.** Licensee need not obtain consent of Licensor for any Sub-License.

(c) **Licensor Assignment.** Licensor may assign this License in its sole discretion; provided that Licensor shall provide notice of such assignment to Licensee.

10. TAXES AND ASSESSMENTS. Licensee will pay or cause to be paid any taxes, assessments, charges, or fees identifiable and directly attributable to Wireless Equipment and the use of the Licensed Premises by Licensee or Sub-Licensees levied under any Applicable Law, including any increase in real property taxes chargeable to Licensor resulting from the installation of Wireless Equipment. Licensee will have no liability for any excess profit taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, or other taxes applicable to Licensor's general or net income or chargeable to Licensor as a result of Licensor's business.

11. INSURANCE AND INDEMNITY.

(a) **Licensee's Insurance.** Prior to accessing the Building, establishing any Telecom Site, installing any Wireless Equipment, or performing any other work in the Building, Licensee will procure and continue in force during the Term at its own expense:

(i) workers' compensation insurance (at statutory limits) and employer's liability insurance with minimum limits of $1,000,000;

(ii) commercial general liability and property damage insurance providing occurrence form coverage for operations and for contractual liability with respect to liability assumed by Licensee hereunder, such insurance including a designated location general aggregate limited endorsement equivalent to ISO form CG 25 04, and with limits of coverage for such insurance not being less than $1,000,000, with a combined limit for bodily injury and/or property damage for any one occurrence and $2,000,000 in the aggregate;

(iii) excess liability (umbrella) insurance with a minimum limit of $5,000,000 per occurrence; and

(iv) special form endorsement for causes of loss with replacement value coverage insuring the Licensed Premises and Licensee's personal property for its full replacement cost.

All policies will be written by an insurer acceptable to Licensor licensed to do business within the state where the Property is located and will provide that such coverage will not be cancelled or materially, adversely changed without a minimum of thirty (30) days' written notice to Licensor. The policies listed in clauses (ii) and (iii) above will list Licensor and its property manager as additional insureds, by endorsement or otherwise. Licensee may procure the coverage required under this paragraph under one or more blanket policies of insurance covering the Building and other locations of Licensee. Upon request of Licensor, Licensee will provide a certificate of insurance to Licensor evidencing such coverage.

(b) **Licensor's Insurance**. Licensor will procure and continue in force during the Term at its own expense a commercial general liability and property damage insurance policy on an occurrence basis in an amount not less than $1,000,000 combined single limit. Upon request of Licensee, Licensor will provide a certificate of insurance to Licensee evidencing such coverage.

12. REMOVAL OF EQUIPMENT UPON TERMINATION OR EXPIRATION. Following the termination or expiration of this License, Licensee will remove any Wireless Equipment owned by Licensee from the Property, and following any termination or expiration of any License during the Term, Licensee will cause the applicable Sub-Licensee to remove any Wireless Equipment owned by said Licensee from the Property. In performing the removal, Licensee will restore any portion of the Building and/or Property that is damaged or disturbed by the use or removal of Wireless Equipment to as good a condition as it was in prior to the installation of Wireless Equipment, reasonable wear and tear and casualty excepted. If Wireless Equipment is not removed within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and store it, and Licensee will reimburse Licensor for the costs of removal and restoration of the Building and/or Property and any storage costs. Licensor may not sell or dispose of Wireless Equipment until four (4) months after the expiration or sooner termination of this License.

13. DEFAULT; REMEDIES; TERMINATION.

(a) **Default.** It will be a "***Default***" if any one or more of the following events occurs:

(i) if any party's representations or warranties are false in any material respect;

(ii) if either party fails to pay when due any sum of money due to the other party, and the non-complying party does not remedy the failure within ten (10) business days after written notice by the other party;

(iii) if either party files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within 60 days after filing;

(iv) if either party makes any transfer in fraud of creditors as defined in Section 548 of the United States Bankruptcy Code (11 U.S.C. 548, as amended or replaced), has a receiver appointed for its assets (and the appointment is not stayed or vacated within (30) days), or makes an assignment for benefit of creditors; or

(v) if either party fails to perform any other obligation and does not remedy the failure within thirty (30) days after written notice by the other party or, if the failure cannot reasonably be remedied in such time, if the non-complying party does not commence a remedy within thirty (30) days and exercise reasonable efforts to prosecute the remedy to completion.

(b) **Remedies.** Upon the occurrence of a Default, the non-defaulting party will be entitled to terminate this License upon thirty (30) days' written notice to the defaulting party and to pursue any additional legal and equitable remedies permitted by Applicable Law. The non-defaulting party will have the obligation to mitigate its damages arising out of or resulting from such Default and subsequent events.

(c) **Waiver of Consequential Damages.** NEITHER PARTY WILL BE LIABLE TO THE OTHER NOR TO ANY THIRD PARTY FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOST BUSINESS OPPORTUNITIES OR MARKET SHARE (COLLECTIVELY, "CONSEQUENTIAL DAMAGES") INCURRED IN CONNECTION WITH THIS LICENSE, INCLUDING BUT NOT LIMITED TO, ANY CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO ANY NETWORK DISRUPTION, MALFUNCTION, DISRUPTION OF SERVICE, VANDALISM, ACTS OF GOD (INCLUDING, WITHOUT LIMITATION, LIGHTNING, WIND, RAIN, HAIL, FIRE OR STORMS), OR ANY OTHER REASON, EVEN IF THE PARTIES CONTEMPLATED THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

(d) **Termination by Licensee**. Licensee may terminate this License for any reason by providing no less than ninety (90) days' written notice to Licensor.

14. UTILITIES.

(a) **Utilities Required.** The parties acknowledge that utilities, including but not limited to electricity, telephone service, and internet access, are essential to the operation of Wireless Equipment and Licensee and Sub-Licensees shall have access and the right to same at all times during the Term. Licensor shall provide utilities in all locations where Wireless Equipment will be located on the Property, including, without limitation, riser closets, and to the extent that any of the Wireless Equipment requires internet service, Licensor shall provide internet service to those locations at Licensee's request, all at Licensor's sole cost and Licensee shall have no obligation to pay for such utility or internet services. If Licensee is requested by Licensor to coordinate the delivery of internet service to the Wireless Equipment, Licensee may do so, but Licensor shall be responsible for all costs incurred by Licensee for such delivery and Licensor shall thereafter pay for any recurring charges for the internet services.

(b) **Electrical Service Outages and Interruptions.** Licensor will reasonably schedule any planned utility outage outside of the Property's normal business hours and will notify Licensee at least two (2) business days in advance of any planned utility outages of which Licensor has notice that may interfere with the use and operation of Wireless Equipment. Licensor will reasonably cooperate with Licensee in obtaining alternate power during planned utility outages at Licensee's sole cost and expense and Licensor will use reasonable diligence to restore any interruption in electrical service as soon as possible to the extent Licensor has the ability to do so.

(c) **Lighting and HVAC for Interior Areas.** To the extent the Licensed Premises includes any interior areas of the Building, Licensor will supply to those areas at no cost to Licensee lighting and HVAC in normal quantities consistent with that supplied to the remainder of the Building. In the event of any interruption to lighting or HVAC, Licensor will restore said services as soon as reasonably possible.

15. CASUALTY AND CONDEMNATION.

(a) **Casualty.** In case of damage to any part of the Property that is essential to the Permitted Use, Licensor will at its own expense repair the Property to a condition as nearly as practicable to that existing prior to the damage unless Licensor reasonably decides not to repair or rebuild the Property because of the following: (i) the casualty is not insured under standard fire policies with extended type coverage; (ii) the holder of any mortgage, deed of trust, or similar security interest encumbering the Building does not permit the application of adequate insurance proceeds for repair or rebuilding; or (iii) the damage affects a significant portion of the Building. Within sixty (60) days from the date of casualty, Licensor will provide written notice to Licensee of its intent to either repair the damage, which will include an estimated date of completion, or to terminate this License. If Licensor's estimate to repair the damage exceeds one hundred eighty (180) days from the date of casualty, Licensee will have the option to terminate this License upon written notice to Licensor. In the event that either party terminates the License pursuant to this Section, the termination will be effective as of the date of casualty.

(b) **Condemnation.** If all or "substantially all" (meaning the remaining portion thereof is not of sufficient size or condition to permit the continuation of any of the Permitted Use in a reasonable manner) of the Property is taken by eminent domain, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor within thirty (30) days of such condemnation or eminent domain action, which will be effective as of the date of the vesting of title in such taking and any amounts prepaid to Licensor will be apportioned as of said date and reimbursed to Licensee, and Licensor and Licensee may pursue their own separate awards. In the event of any taking of less than all or substantially all of the Property, this License will continue and Licensor and Licensee may pursue their own separate awards.

16. LICENSOR REPRESENTATIONS AND WARRANTIES.

(a) Licensor represents, warrants and covenants that (i) no lead-based paint, asbestos or other hazardous substance, as defined by any applicable state, federal or local law or regulation, is present at the Property; (ii) Licensor owns the Property or otherwise has the right to grant the rights given in this License; (iii) the Licensor has obtained all required consents or approvals from any person or entity having an interest in the Licensed Premises that may be necessary to enter into and fulfill its obligations under this License; (iv) Licensor is not in default under any lease or other agreement affecting the Property; (v) the Property and all personal property and structures thereon are in compliance with all laws, including any applicable building codes, regulations, or ordinances which may exist with regard to same, or any part thereof; (vi) except as provided for below, there are no liens, judgments or impediments of title on the Property, or affecting Licensor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Property by Licensee as set forth herein; and (vii) to Licensor's knowledge, any building on the Property in which any portion of the Licensed Premises is located, including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems, is in good condition, structurally sound, and free of any leakage. If a breach of the representations and warranties contained in this Section 16 is discovered at any time during the Term, Licensor shall, promptly after receipt of written notice from Licensee setting forth a description of such non-compliance, rectify same at Licensor's expense.

(b) Except as expressly provided for in this License, Licensor is making no other warranties, express or implied, or statutory, including as to the merchantability or fitness for a purpose, of the Property or as to any other matter, all of which warranties are excluded and disclaimed.

17. QUIET ENJOYMENT AND TITLE. Licensor represents that: (i) Licensor has good, marketable, fee simple title to or a long-term lease for the Property free and clear of any restrictions, conditions, covenants, easements, leases or licenses that will interfere with, impair or adversely affect the right of Licensee and Sub-

Licensees to conduct the Permitted Use at the Property; (ii) Licensor's execution and performance of this License will not violate any Applicable Laws, covenants, or the provisions of any mortgage, deed of trust, encumbrance or lease binding on Licensor; (iii) Licensor is not in default of any underlying leases or other agreements from which the Licensor derives its interest in, or related to, the Property or any mortgage or deed of trust that encumbers the Property, and has committed no act that with the mere passage of time or if the giving of notice will ripen into a default; and (iv) Licensee will have the quiet enjoyment of the Licensed Premises as long as there is no Default by Licensee.

18. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. This License is subject and subordinate to all existing licenses and/or leases for the Property and to all mortgages, deeds of trust and similar security documents that may now or in the future exist encumbering the Property or any portion thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof.

19. WAIVER OF LIENS. Licensor waives any statutory liens with respect to the Wireless Equipment. Licensee or Sub-Licensees may pledge or collaterally assign their ownership rights in Wireless Equipment to any financing source. The collateral assignment or pledge will not affect the Property or any Building and the Licensee or Sub-Licensees may not create a lien or encumbrance on the real estate to which the Wireless Equipment is affixed. So long as any lender has cured any failure of Licensee to perform its obligations under the License within the cure or grace periods set forth in this License, Licensor agrees not to dispossess Licensee or terminate this License as a result of such failure and agrees to accept performance of the lender in curing such failure as that of the Licensee.

20. NOTICES. Except as otherwise stated, all notices must be in writing and personally delivered, mailed via U.S. certified mail return receipt requested, or transmitted by courier for next business day delivery to the Notice Addresses of Licensor and Licensee in Section 1. Either party may change its Notice Address by sending written notice to the other party, and the new Notice Address will be effective fifteen (15) days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection. Any notice that is given by a party may be given by the attorneys for that party.

21. HAZARDOUS SUBSTANCES.

(a) **Use of Hazardous Substances.** Licensee agrees that it will not use, generate, store or dispose of Hazardous Substances on, under, about or within the Property; except for those materials that are necessary and directly related to the Permitted Use, in which case, the use, storage and disposal of such Hazardous Substances will be in compliance with Environmental Laws. Notwithstanding anything contained in this License to the contrary, Licensee will not have any liability to Licensor resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated at, in, on, under or in connection with the Property prior to the Commencement Date, except to the extent Licensee has been notified of the existence thereof by Licensor and exacerbates the same through its negligence or willful misconduct and then only to the extent of such exacerbation.

(b) **Hazardous Substances at the Property.** Licensor represents and warrants to Licensee that the Property is and shall be throughout the Term, free of all Hazardous Substances that are in violation of any Environmental Laws. In the event there are Hazardous Substances at the Property, Licensor will provide any and all information regarding the presence or absence of such Hazardous Substances. Licensor acknowledges that in the absence of confirming data or reports, Licensee may conduct further testing to ensure compliance with Environmental Laws. Specifically excepted are de minimus amounts of Hazardous Substances being used by Licensor and Licensees and occupants of the Property in connection with such parties' ordinary and regular conduct of business at the Property in accordance with Environmental Laws. In the event there is a breach of Licensor's representations and warranties regarding Hazardous Substances at the Property during the Term, and such breach arises from the acts or omissions of a party other than Licensee or those acting for or under Licensee, Licensor shall rectify same at Licensor's expense.

(c) **Environmental Laws.** Licensor will be responsible for all obligations of compliance with any and all Environmental Laws in any way related to the Property, unless such compliance issues are caused by the specific activities of Licensee in the Licensed Premises. Licensor shall hold Licensee harmless and indemnify Licensee from, and assume all duties, responsibility and liability at Licensor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (collectively, "***Claims***") which is in any way related to failure of Licensor to fulfill its obligations under this Section 20(c). Licensee in conducting its activities pursuant to this License will comply with all Environmental Laws and shall hold Licensor harmless and indemnify Licensor from and assume all duties, responsibility and liability at Licensee's sole cost and expense, for all Claims arising from or in any way related to the failure to comply with Environmental Laws applicable to Licensee by Licensee or any party acting on Licensee's behalf.

22. ESTOPPEL CERTIFICATES. Within fifteen (15) days after either party's request, the other party will deliver a statement stating: (i) that this License is in full force and effect and whether any options granted to Licensee have been exercised; (ii) the amount of fees paid and the payment dates, and any overpayment, underpayment, or prepayment (iii) to the actual knowledge of the certifying party, whether or not there is a Default by either party; (iv) whether Licensee has any rights to offsets or abatement of any fees due hereunder; and (v) certifying such other facts as the requesting party reasonably requests.

23. LICENSE RUNS WITH PROPERTY. This License will run with the land and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

24. AUTHORITY. Each party warrants that (i) it legally exists and is in good standing in its state of domicile and the state in which the Property is located, (ii) it is qualified to do business in the state in which the Property is located, and (iii) it has authority to enter into this License and has obtained all necessary consents to perform its obligations. Upon either party's request, the other party will provide evidence reasonably satisfactory to the requesting party confirming the foregoing warranties.

25. EQUIPMENT AS PERSONALTY. Except as otherwise provided hereinabove, the Wireless Equipment will remain the personal property of the Licensee or any Sub-Licensee, as appropriate, notwithstanding the fact that it may be affixed or attached to the Property and will be removable consistent with the provisions of this License.

26. BROKERS. Each party hereto will be responsible for any obligations or liability, contingent or otherwise, for brokerage or finder's fees or agent's commissions or other like payment arising out of such party's dealings with third parties.

27. MECHANICS LIENS. Licensee shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against the Building and the Property or any part thereof by reason of work, labor, services, or materials requested and supplies claimed to have been requested by either Licensee or any Sub-Licensee; and if such lien shall at any time be so filed, Licensee shall cause it to be canceled and discharged of record (by bonding or otherwise), within thirty (30) days after notice of the filing thereof, and Licensee shall indemnify and hold harmless Licensor from any loss incurred in connection therewith.

28. MISCELLANEOUS.

(a) **Business Days.** If the day for performance falls on a Saturday, Sunday or holiday for which banking institutions in the state in which the Property is located are generally closed, then the day for such performance will be the next business day.

(b) **Force Majeure.** The period of time during which either party is prevented or delayed in the performance of any non-monetary obligation required to be performed under this License due to delays caused by fire, catastrophe, strikes, labor trouble, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations or other causes beyond such party's reasonable control, will be added to such party's time for performance thereof, and such party will not be deemed in default hereunder as a result of such delay.

(c) **Entire Agreement; Amendment.** This License embodies the entire agreement between the parties and it may not be amended, modified or terminated except by a writing duly signed by the party to be charged. There are no representations or understandings existing prior to the date hereof between Licensor and Licensee that are not stated in this License.

(d) **Severability.** If any of the provisions of this License, or the application thereof to any person or circumstances, will, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, will not be affected thereby, and every provision of this License will be valid and enforceable to the fullest extent permitted by Applicable Law.

(e) **Non-Waiver.** A party's failure to exercise its rights with respect to a breach of any term of this License or to insist on the strict performance of any term of this License will not be a waiver of such term.

(f) **Relationship of Parties.** Licensor and Licensee acknowledge and agree that the relationship between them is solely that of Licensor and Licensee, and nothing will be construed to constitute the parties as employer and employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party, nor its employees or agents will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

(g) **Interpretation.** The pronouns of any gender will include the other gender, and either the singular or the plural will include the other. References in this License to sections, paragraphs or clauses will refer to those sections, paragraphs or clauses set forth in this License unless the context expressly requires otherwise. Headings of sections or paragraphs are for convenience only and will not be considered in construing the meaning of the contents of thereof.

(h) **Memorandum.** Licensee intends on recording, at its expense, memorandum of this License at the Hamilton County Register of Deeds. Upon Licensee's request, Licensor agrees to execute such instrument in recordable form. Such memorandum shall be substantially in that form attach hereto as Exhibit E.

(i) **Consent.** Whenever the consent of a party is required by this License, consent may not be unreasonably withheld, delayed, or conditioned unless it is specifically stated that consent is in the party's sole discretion. It will not be reasonable for any party to request additional payments, fees, or other consideration from the other party in exchange for consent.

(j) **Attorneys' Fees.** Should either party institute any legal proceedings against the other for breach or failure to perform any provision contained in this License and prevail in such action, the non-prevailing party will in addition be liable for the cost and expenses of the prevailing party, including its reasonable attorneys' fees at trial and through appeal.

(k) **Survival.** Any provisions of this License that in order to have effect must survive the expiration or termination of this License will be deemed to survive.

(l) **Copies.** This License, and any exhibits hereto or documents related to this License, may be executed in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument. The parties agree that a scanned or electronically reproduced copy or image of this License or any exhibits hereto or related documents will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof or thereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this License, such exhibit or related document, and without the requirement that the unavailability of such original, executed counterpart of each such document first be proven.

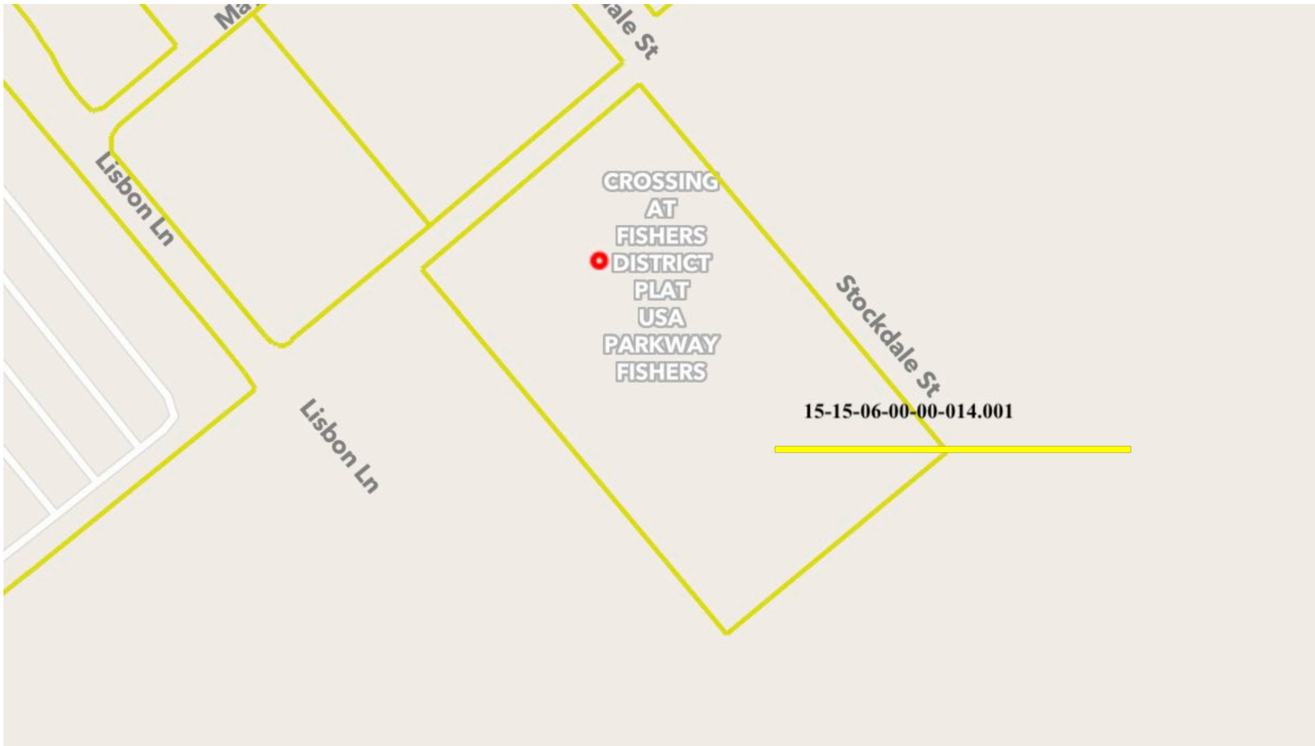
IN WITNESS WHEREOF, the parties hereto have executed this License as of the date below each signature.

LICENSOR:		**LICENSEE:**	
City of Fishers, Indiana, **an Indiana municipal corporation**		**AIRWAVZ SOLUTIONS, INC.,** **a Delaware corporation**	
By:		By:	
Name:	Scott Fadness	Name:	
Title:	Mayor	Title:	
Date:	1/29/24	Date:	

EXHIBIT A

DESCRIPTION OF PROPERTY

Section 6, Township 17, Range 5, Lot 1 of Crossing At Fishers District; 3.82 acres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Lisbon Ln

EXHIBIT B

WIRELESS EQUIPMENT, EQUIPMENT ROOM, CONSTRUCTION SPECIFICATIONS

The Wireless Equipment to be installed will be based on the design file (formatted as an .ibw and/or .pdf file) for the Communications Network to be installed within and on Licensed Premises. Such Wireless Equipment will be installed to the specifications provided for the applicable design; provided that such Wireless Equipment may be replaced by a similar substitute that fits within such design. Once a design is finalized and during deployment, there may be substitutions of the equipment as long as there is no negative impact to performance and functionality of system design.

EXHIBIT C

Pricing Exhibit

A. CARRIER COMMITMENT FEE.

1. Commencing on the Commencement Date, and continuing through the Initial Term and each successive Renewal Term, Licensor shall pay to Licensee a monthly Wireless Provider commitment fee (the "Carrier Commitment Fee") in the monthly amount of Sixteen Thousand Six Hundred Sixty Five Dollars ($16,665.00). The price is conditioned on Licensor providing head end space in the Building for use by Licensee and Sub-Licensees and the placement of Wireless Equipment therein, and (ii) use of all available conduit on the Property by Licensee and Sub-Licensees.

2. On the first anniversary of the Commencement Date, and on such date every year thereafter (each an "Adjustment Date") during the Term, the Carrier Commitment Fee shall increase by an amount equal to three percent (3%) of the Carrier Commitment Fee in effect for the month immediately preceding the Adjustment Date.

B. PAYMENT TERMS.

1 Licensor and Licensee acknowledge and agree that the initial Carrier Commitment Fee payment shall be delivered to Licensee by Licensor on or before the Commencement Date and subsequent Carrier Commitment Fees payments shall be due in advance on or before the first day of each succeeding calendar month.

2. Any and all amounts owed prior to the date of expiration or earlier termination of this License shall survive such expiration or termination and be paid in accordance with the terms herein. Any payments due hereunder not paid within fifteen (15) business days of written notice of non-payment from Licensee shall bear interest until paid at the lesser of (i) the rate of ten percent (10%) per annum; or (ii) the maximum rate allowed under the laws of the jurisdiction in which the Communications Network is located. This late charge is not a waiver of Licensee's right to declare Licensor in default if any payments are not made when due in accordance with the terms of this License.

3. All payments shall be made to Licensee at its mailing address provided in the first paragraph of this License, or to such other person or place as designated in writing by Licensee to Licensor pursuant to the notice provisions of this License.

EXHIBIT D

RULES AND REGULATIONS

EXHIBIT E

Memorandum of Agreement

Prepared By and Return To:
Fishers Town Hall Building Corporation
Attn: Jay Bangert
3 Municipal Drive
Fishers, Indiana 46038

Tax Parcel: ____________

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (this "Memorandum") is entered into as of this 29th day of January, 2024, by and between Fishers Town Hall Building Corporation, whose principal place of business is 3 Municipal Drive, Fishers, Indiana 46038 ("Licensor"), and AIRWAVZ SOLUTIONS, INC., a Delaware corporation, whose principal place of business is 1410 W Morehead St, Suite 100, Charlotte, NC 28208 ("Licensee").

1. Licensor and Licensee entered into a Wireless System Site License Agreement dated January 29, 2024 (as may be amended from time to time, the "Agreement"), for use of a portion of that property owned by Licensor located at 11000 Stockdale Street, Fishers, Indiana 46037 being described in more detail in Exhibit A attached hereto (the "Property"). Licensor and Licensee desire to execute and record this Memorandum to provide notice of the Agreement.

2. Licensor has granted Licensee a right to use certain space within the Building located thereon, and such other portions of the Property, all in accordance with the terms and conditions of the Agreement, which is incorporated herein by this reference. All capitalized terms used in the Memorandum have those meanings ascribed to them in the Agreement unless otherwise defined in this Memorandum.

3. The initial term of the Agreement is ten (10) years beginning on the Commencement Date, with three (3) automatic five (5) year renewal terms, unless earlier terminated by Licensor or Licensee as provided for in the Agreement. The first day of the first full month following the date of the first Sub-Licensee's acceptance of the Communications Network.

4. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum under seal as of the date first above written.

Licensor:

Fishers Town Hall Building Corporation,
An Indiana not for profit corporation

By:_________________________________(SEAL)
Print Name: Jay Bangert
Title: President

STATE OF INDIANA

COUNTY OF HAMILTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that they signed the foregoing Memorandum of Agreement under seal: FISHERS TOWN HALL BUILDING CORPORATION, an Indiana not for profit corporation by: Jay Bangert, its:President.

Date: ____________________

By: _________________________
Print Name:___________________
Notary Public
My Commission Expires: _______

[SEAL OR STAMP]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum under seal as of the date first above written.

Licensee:

Airwavz Solutions, Inc.,
a Delaware corporation

By:________________________(SEAL)
Print Name:__________________
Title:________________________

STATE OF ____________________

COUNTY OF __________________

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing Memorandum of Agreement under seal: Airwavz Solutions, Inc., a Delaware corporation, by _____________________________________, its ____________________________.

Date: ____________________

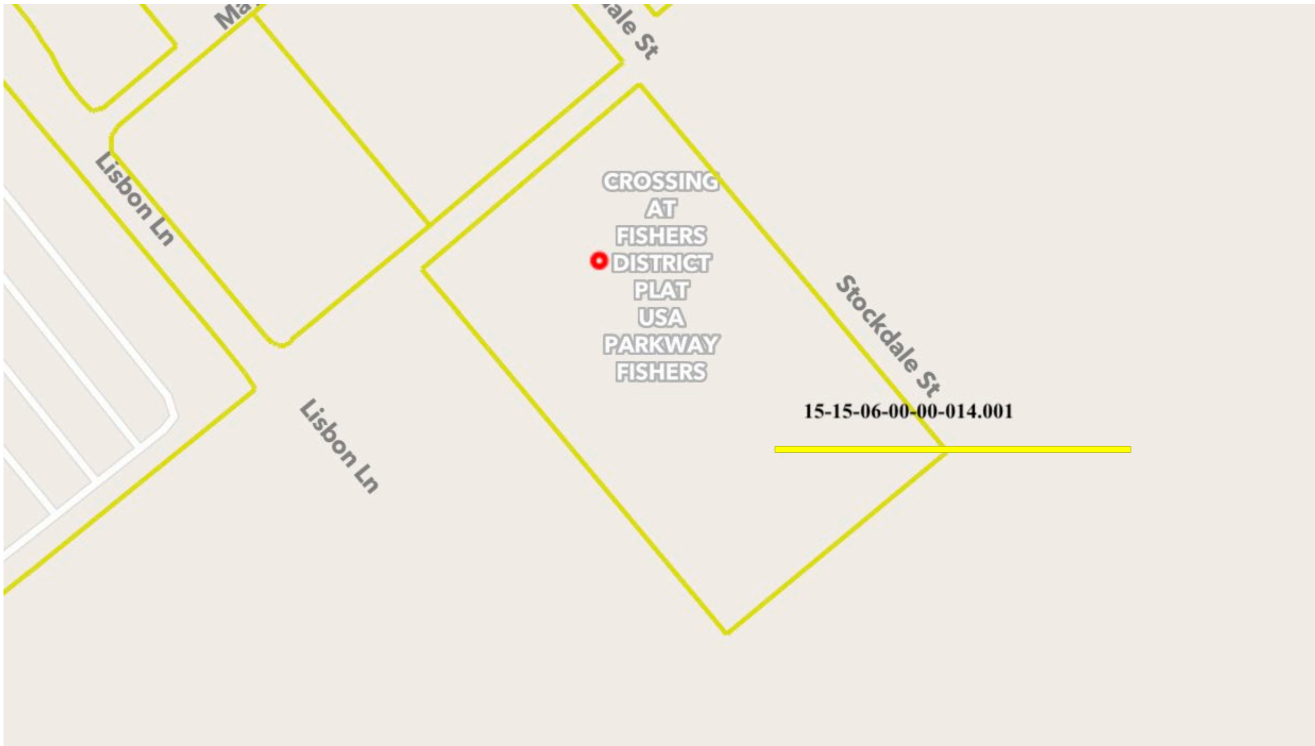
By: _________________________
Print Name:__________________
Notary Public
My Commission Expires: _______

[SEAL OR STAMP]

Exhibit A To Memorandum Of Agreement

PROPERTY

Section 6, Township 17, Range 5, Lot 1 of Crossing At Fishers District; 3.82 acres



Lisbon Ln
CROSSING AT FISHERS DISTRICT PLAT USA PARKWAY FISHERS
Stockdale St
15-15-06-00-00-014.001
Lisbon Ln

EXHIBIT F

NOTICE TO PROCEED

To: ___________________________ ("Licensor")
____
____
____
Attn: ______________________

From: Airwavz Solutions, Inc. ("Licensee")
1410 W. Morehead Street, Suite 100
Charlotte, NC 28208
Attn: _______________________

Notice to Proceed Date: _______________, 20____

RE: Authority to begin the work related to the Communications Network and Wireless Equipment pursuant to that Wireless System Site License Agreement having an Effective Date of January 29, 2024 ("Agreement"), for that Property and Building located at 11000 Stockdale Street, Fishers, Indiana 46038[address].

Licensor has approved the Plans and Licensee has received all other necessary approvals, including the Required Approvals, to begin installation of Wireless Equipment to construct the Communications Network on the Property and/or in the Building. Pursuant to the terms and subject to the conditions of the Agreement, Licensee is hereby notifying Licensor that Licensee intends to commence installation and construction of the Communications Network and Wireless Equipment on or after the Notice to Proceed Date provided above, all of which work shall be performed in accordance with the terms and conditions of the Agreement. By signing below, Licensor acknowledges that Licensee has the authority to begin such work commencing on or after the Notice to Proceed Date, provided such work is performed in accordance with the Agreement.

Signed and Provided:	Signed and Acknowledged:
Airwavz Solutions, Inc.	City of Fishers
By: ________________	By: _____________________
Name: ________________	Name: Scott Fadness
Title: ________________	Title: Mayor
Date: ________________	Date: January 29, 2024

Amended and Restated Event Center License Agreement

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

Contents

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

Recitals

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

WHEREAS, City is a party to this Agreement for the exclusive purposes of (a) causing the construction of the Event Center, (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, and (c) compensating Hallett for the Ambassador Services;

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

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

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

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

Article 1. Defined Terms

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

"Ambassador Period" has the meaning set forth in Section 3.04.

"Ambassador Services" has the meaning set forth in Section 3.04.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Force Majeure" means any event beyond the reasonable control of the party affected (or any employee, representative, agent or independent contractor of the party affected) that prevents or delays such party's performance of its obligations (other than its obligations to make payments of money) under this Agreement, including strikes, lockouts, work stoppages, labor unrest, transportation stoppages, riots, wars, terrorism, acts of military authorities, national or state emergencies, floods, fires, earthquakes, tornadoes or acts of God, including without limitation pandemics, epidemics or shelter-in-place orders

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

"Hallett" means James P. Hallett in his individual capacity for purposes of providing the Ambassador Services as more fully set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Suite Fair Market Value" has the meaning set forth in Section 10.11.

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

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

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

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

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

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

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

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

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

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

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

Article 2. Purpose & Scope

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

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

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

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

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

(a) the Event Center or Real Estate; or

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

Article 3. Covenants

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

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

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

Section 3.04 Ambassador Services. During the period commencing on the Effective Date and ending sixty (60) months thereafter (the "**Ambassador Period**"), IHC shall cause Hallett, for so long as he is reasonably able, to provide the services set forth on Exhibit B (the "**Ambassador Services**"). In consideration for providing the Ambassador Services, City shall pay Hallett $7,500 for each month during the Ambassador Period during which Hallett provides Ambassador Services. Payments shall commence on May 1, 2023, with monthly payments due on the first business day of each month thereafter. The Ambassador Period may be extended for additional successive one-year terms by mutual written agreement of Hallett and City prior to the expiration of the then-current Ambassador Period. City shall reimburse Hallett for any reasonable, out-of-pocket costs and expenses approved by City with respect to (a) out of town travel and meetings on behalf of City and/or the Event Center, and/or (b) in town meetings involving meals and beverages. Except for the foregoing, City shall have no obligation to reimburse Hallett for any out-of-pocket expenses incurred by Hallett relating to the Ambassador Services. Notwithstanding anything in this Section 3.04 to the contrary, IHC may terminate its obligation to cause Hallett to provide the Ambassador Services by providing thirty (30) days' written notice to THBC and the parties agree and acknowledge that such termination shall not effect or modify any other provision of this Agreement or any rights of IHC hereunder.

Article 4. Scheduling

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

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

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

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

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

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

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

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

Article 5. Facilities

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

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

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

Section 5.04 IHC Exclusive Use Areas; IHC Kiosks. Throughout the Term, IHC shall have the exclusive use of the Team Locker Room and Team store, which Team store may be closed by THBC during certain other activities. IHC may install, at its sole option, a whirlpool, exercise/weight training and other athletic and/or hockey equipment in the Team Locker Room (the "**Training Equipment**"), and THBC shall furnish the remainder of the Team Locker Room as a standard locker room subject to the budget approved by THBC and IHC for such Team Locker Room (the "**Locker Room Budget**"). Any cost to furnish the Team Locker Room greater than the Locker Room Budget, shall be the liability of IHC. IHC shall additionally maintain in good working order the Training Equipment or cause the Training Equipment to be removed from the Team Locker Room. IHC shall furnish the Team store subject to THBC's prior approval and fixtures shall become the property of THBC upon the termination of this Agreement or expiration of the Term. IHC may also maintain kiosks and tables for products sales/promotions during Hockey Events and all other activities, as more fully set forth in this Agreement; provided, however, during Other Events, IHC (a) may only maintain kiosks to promote Home Games and/or the Team, and (b) shall, at all times, be liable for its kiosks, notwithstanding any other provision of this Agreement.

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

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

Article 6. Equipment

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

(a) Public address sound system;

(b) Ice making equipment;

(c) Dasher boards;

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

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

(f) Officials' areas;

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

(h) Two (2) Zambonis;

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

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

(k) Seating areas;

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

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

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

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

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

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

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

Article 7. Crowd Behavior

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

Article 8. Personnel, Responsibilities & Coordination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Its professional hockey and business operations;

(b) Sales, marketing, and creative services;

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

(d) Accounting and bookkeeping, as needed; and

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

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

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

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

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

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

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

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

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

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

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

Article 9. Concessions & Beverages

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

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

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

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

Article 10. Ticketing, Parking & VIP Seating

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10.17 Excluded Activities. The parties acknowledge and agree that, with respect to Premium Seating, certain events shall be excluded from comprehensive packages like those that may be sold for licensees to use suites. As used in this Agreement, "**Excluded Activity(ies)**" means and includes extraordinary events whose organizers require, as a condition of using the Event Center, exclusive control of all or substantially all suites. If an Excluded Activity is held in the Event Center, THBC shall, to the extent reasonably possible, offer licensees of Premium Seating an opportunity to purchase tickets to such Excluded Activity. Other Events that are deemed Excluded Activities may include for example and without limitation, NCAA events, NFL events, private events, conventions, trade shows, political events, charitable events, graduations and other non-recurring events. Licenses for Premium Seating shall specifically state that THBC shall have the right to utilize Premium Seating for Excluded Activities without giving prior notice to or obtaining consent from the licensee.

Article 11. Event Settlement

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

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

Article 12. Merchandising & Intellectual Property

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

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

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

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

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

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

Article 13. Naming Rights, Sponsorships & Promotions

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

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

(a) logo and name placed on Signage;

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

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

(d) logo on Event Center staff uniforms;

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

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

(g) logo on Event Center parking passes;

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

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

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

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

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

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

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

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

(p) parking related to the above;

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

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

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

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

Section 13.04 <u>Signage Revenues</u>. IHC shall have the exclusive right year-round to sell and retain all revenues with respect to Signage, provided that (a) THBC's licensees/tenants may sell Temporary Signage at Other Events and Electronic Signage during Other Events and retain all revenues with respect thereto, and (b) THBC may sell all forms of Signage, other than the Permanent Signage, outside the Event Center and on the Real Estate and retain all revenues with respect thereto. All agreements between IHC and third parties relating to Permanent Signage shall be subject to THBC's commercially reasonable approval.

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

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

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

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

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

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

(d) Home Game ticket backs.

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

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

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

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

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

Section 13.10 Signage Fulfillment. Subject to Section 13.01 with respect to the Naming Rights Package, the installation, purchase, repair, maintenance and/or construction of any Signage as part of Sponsorships, except with respect to the Electronic Signage ("**Signage Fulfillment**"), shall be completed by IHC and shall be provided for and take place in a manner consistent with the construction standards and architectural look of the Event Center and Municipal Purposes. IHC shall be responsible for all costs related to design, production, installation/removal, and maintenance of all such Signage Fulfillment. THBC shall be responsible for all building infrastructure and connectivity for the Signage Fulfillment.

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

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

Article 14. Covering and Removal of Signage

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

Article 15. Electronic Signage

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

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

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

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

Article 16. Publicity, Video Messages, Signs & Banners

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

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

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

Article 17. Broadcasting & Digital Rights

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

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

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

Article 18. Term

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

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

Article 19. Alteration & Surrender of the Facilities

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

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

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

Article 20. License Fees

Section 20.01 License Fees. IHC shall pay to THBC license fees each year as set forth in this Article 20. Subject to proration as described further below, IHC shall pay to THBC the annual sum of $360,000.00 (the "**License Fee**") during the Term. IHC shall pay the License Fee in twelve

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

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

Article 21. Notice to Parties

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

Notices to City of Fishers shall be sent to:

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

With a copy to:

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

Notices to THBC shall be sent to:

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

With a copy to:

Mailing Address: Jennifer C. Messer, P.C., 202 E. 71st Street, Indianapolis, IN 46220.

ATTN: Jennifer Messer
Email: jennifercmesserlaw@gmail.com

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

A copy of any Notices to IHC shall be sent to:
Mailing Address: Brad Schwer, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204
Email: bschwer@taftlaw.com
Telephone: 317-713-3480

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

Article 22. Safety

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

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

Article 23. Insurance

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

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

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

(ii) $1,000,000 Per Occurrence Personal and Advertising injury

(iii) $5,000,000 General Aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 24. Indemnification & Defense

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

Section 24.02 THBC Indemnification. Subject to the limitations set forth in Section 36.10, THBC shall indemnify, defend, and hold harmless IHC, its affiliates, and its and their respective agents, officers, and employees from all Claims caused by (a) THBC's or City's breach of this Agreement; or (b) any tortious act or negligent omission by THBC or City and any of their respective agents, officers, and employees, if any in the performance of this Agreement. Notwithstanding the foregoing or anything included herein to the contrary, IHC acknowledges and agrees that for Claims subject to the Tort Claims Act, THBC shall not be responsible for indemnification in excess of THBC'S potential exposure pursuant to the Tort Claims Act.

Article 25. Non-Exclusive Use

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

Article 26. Non-Discrimination

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

Article 27. Confidentiality

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

Article 28. Approval of IHC's Contractors

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

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

Article 29. Loss of Use by IHC

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

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

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

Article 30. Force Majeure

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

Article 31. Termination for Default

Section 31.01 THBC Termination. THBC may terminate this Agreement without prejudice to any rights and causes of action THBC may have against IHC, if:

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

(b) IHC is judged bankrupt;

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

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

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

Article 32. Damages & Additional Security

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

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

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

Article 33. Disputes

Section 33.01 <u>Mediation</u>. The parties shall attempt to resolve any disputes that may arise under this Agreement first by their respective executive officers or their designees discussing such dispute. If the parties are unable to resolve their dispute through the executive officers or their designees within thirty (30) days of notice of such dispute, the parties shall endeavor to resolve their dispute by mediation for a period of no more than an additional sixty (60) days (the "**Mediation Deadline**"). The parties shall mutually and in good faith select a mediator. The parties shall equally share the mediator's fees and any related filing fees. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached between the disputing parties in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the dispute has not been resolved for any or no reason prior to the Mediation Deadline, any party may pursue litigation, subject to Section 36.08.

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

Article 34. Assignment, Sub-licensing & Successors

Section 34.01 Assignment. THBC and IHC bind their successors and assignees to this Agreement, and the successors and permitted assigns of the parties shall acquire the rights and benefits of the applicable party under this Agreement. IHC shall not assign this Agreement, without the consent of THBC, provided that IHC 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 IHC and/or any subsidiary or affiliate of IHC that has full power, authority, and capability to accept such assignment and perform the obligations of IHC hereunder, so long as Hallett has day-to-day control of such subsidiary or affiliate.

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

Article 35. Representations and Warranties

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

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

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

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

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

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

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

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

Article 37. Miscellaneous

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

Section 37.02 Access to Records. Each of (a) IHC and its agents and (b) THBC and its agents, shall have access at all reasonable times upon request to the other party's books, documents, papers, accounting records, and other evidence to the extent, but only to the extent, that such materials pertain to amounts owed or owing and/or payments made or to be made by such party to the other party under this Agreement. Each of IHC and THBC shall make such materials available for inspection by the other party or its authorized designees at its offices at all reasonable times during the Term and for three (3) years from the date of final payment under this Agreement.

Copies shall be furnished at to the other party at no cost, if requested. Additionally, to the extent that THBC has collected revenue that shall be paid to IHC pursuant to this Agreement, including, without limitation, revenue from single Hockey Event ticket sales, such information shall be timely provided to IHC in spreadsheets or other forms generally consistent with typical finance, accounting and bookkeeping standards.

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

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

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

Section 37.06 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 37.07 Gender & Number. Wherever used or appearing in this Agreement, pronouns of the masculine gender shall include the female as well as the neuter gender, and the singular shall include the plural wherever appropriate.

Section 37.08 Governing Law & Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of law rules. Any action must be brought in a court of competent jurisdiction located in Hamilton County, Indiana. IHC and THBC each waive, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right such party may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

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

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

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

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

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

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

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

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

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

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

Additional Security).

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

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

[Signature Page Follows]

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

INDIANA HOCKEY CLUB, LLC

By: ________________________________
James P. Hallett, Chairman

Date: ________________________________

CITY OF FISHERS, HAMILTON COUNTY, INDIANA

By: ________________________________
Scott Fadness, Mayor

Date: ________________________________

FISHERS TOWN HALL BUILDING CORPORATION

By: ________________________________
Jay Bangert, President

[Signature Page to Event Center License Agreement]

EXHIBIT A

REAL ESTATE

EXHIBIT B

AMBASSADOR SERVICES

- The Event Center Ambassador would report to the Town Hall Building Corporation and Mayor's Office annually, or as needed, on the performance of the contracted operator of the Event Center's ability to provide a world class experience to the Fishers community.

- The Event Center Ambassador will strive to establish the Event Center as a positive asset for the City of Fishers and guests. This will include, but is not limited to, establishing and conducting focus group discussions, attending marquee events (ex: Spark Fishers) in an official capacity, periodically attending and engaging with the community at recurring events such as the Farmers Market, and establishing membership and speaking at professional groups such as the Rotary.

- The Event Center Ambassador will strive to stay current on best-in-class practices and concepts related to the operations, experience creation, and uses of world-class event centers in North America to ensure Fishers maintains a vibrant asset that attracts top tier talent, and hits attendance levels that meet or exceed expectations for each event (ECHL averages, concert averages, etc.).

- The Event Center Ambassador, as a representative of the City, will focus on ensuring positive experiences are created in the Event Center for all guests.

EXHIBIT C

CENTER ICE CLUB SEATING

[TO BE ATTACHED]

EXHIBIT D

LOGE SEATING

[TO BE ATTACHED]