

## AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT

This AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT (this "**Agreement**") is entered into on this \_\_\_ day of April, 2014 (the "**Execution Date**") to be effective (subject to Section 38 hereof) as of January 1, 2014 (the "**Effective Date**") by and among MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY ("**MCCRFA**"), THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA ("**CIB**"), PACERS BASKETBALL, LLC, an Indiana limited liability company ("**PBLLC**"), PBLEASING LLC, an Indiana limited liability company ("**PBLEasing**"), and FIELDHOUSE MANAGEMENT, LLC, an Indiana limited liability company ("**Manager**"), is joined in solely to agree to the provisions of Section 11 hereof by THE HERBERT SIMON REVOCABLE TRUST under agreement dated February 24, 2011, as amended, modified or restated from time to time (the "**Herbert Simon Trust**"), and is joined in by HERBERT SIMON, in his individual capacity ("**Herbert Simon**"), solely to acknowledge that he has no objection to this Agreement and is no longer a party to this Agreement.

### Recitals

WHEREAS, all portions of the Real Estate are owned by CIB or MCCRFA;

WHEREAS, MCCRFA has leased to CIB those portions of the Real Estate that are owned by MCCRFA;

WHEREAS, pursuant to Indiana Code § 36-10-9-1 *et seq.*, CIB is authorized to control and operate capital improvements, fix charges and establish rules governing the use of capital improvements, and enter into all contracts or arrangements and take all actions that CIB considers necessary to promote and publicize capital improvements and to serve the commercial, industrial and cultural interests of Indiana and its citizens;

WHEREAS, it is the intention of CIB that the Fieldhouse Complex be operated in such a manner that the citizens of the City of Indianapolis and Marion County will benefit from 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, to facilitate CIB's accomplishment of the Municipal Purposes, CIB granted Pacers Basketball Corporation, an Indiana corporation ("**PBC**"), the exclusive right, authority, license and privilege to use, possess, occupy and operate the Fieldhouse Complex pursuant to that certain Conseco Fieldhouse Operating Agreement, dated November 1, 1999, by and among MCCRFA, CIB, PBC and Melvin and Herbert Simon (as heretofore amended, the "**Original Operating Agreement**");

WHEREAS, in connection with the Original Operating Agreement, CIB and PBC entered into that certain Conseco Fieldhouse Financial Agreement, dated November 1, 1999 (as heretofore amended, the "**Financial Agreement**"), CIB and PBC entered into that certain Virginia Avenue Parking Garage Parking Agreement, dated November 1, 1999 (as heretofore amended and as may be further amended from time to time, the "**Parking Agreement**"), and

CIB, MCCRFA, PBC and Melvin and Herbert Simon entered into that certain Understanding of Defined Terms, dated November 1, 1999 (as heretofore amended, the "**Understanding of Defined Terms**");

WHEREAS, PBLLC is the successor to PBC as a result of the entity conversion of PBC into PBLLC and owns and operates the Indiana Pacers;

WHEREAS, MCCRFA, CIB, PBLLC, Herbert Simon and the Herbert Simon Trust entered into that certain Amendment to Conseco Fieldhouse Complex Documents, dated July 16, 2010 (the "**First Amendment**") and that certain Second Amendment to Fieldhouse Complex Documents, dated December 10, 2012 (the "**Second Amendment**");

WHEREAS, the Original Operating Agreement, the Financial Agreement, the Parking Agreement, the Understanding of Defined Terms, the First Amendment and the Second Amendment are collectively referred to herein as the "**Fieldhouse Complex Documents**";

WHEREAS, concurrently herewith, PBLLC is assigning its rights and obligations with respect to the operation of the Fieldhouse Complex under the Fieldhouse Complex Documents to Manager, a wholly-owned subsidiary of PBLLC;

WHEREAS, PBLEasing, a wholly-owned subsidiary of PBLLC, is the owner of the scoreboard, video board and sound system installed in the Fieldhouse;

WHEREAS, the Herbert Simon Trust currently owns, directly or indirectly, all of the membership interests in PBLLC;

WHEREAS, the parties desire to amend and restate all of the Fieldhouse Complex Documents other than the Parking Agreement on the terms and conditions below; and

WHEREAS, concurrently herewith, CIB, PBLLC and Manager are amending the Parking Agreement.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereunder, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIB, MCCRFA, PBLLC, PBLEasing and Manager agree as follows:

#### Terms and Conditions

The parties hereto acknowledge and agree that the recitals set forth above and all exhibits and schedules attached hereto are hereby incorporated into this Agreement as an integral part hereof. Capitalized terms used in this Agreement shall have the meanings ascribed to them in Exhibit A attached hereto.

#### SECTION 1. GRANT OF RIGHTS.

(a) Rights to Fieldhouse Complex. Subject to the terms and conditions set forth herein, CIB hereby grants to Manager, for the period of the Term (defined in Section 2 hereof), the sole and exclusive right, authority, license and privilege to use, possess, occupy, conduct

business from, lease space in and operate the Fieldhouse Complex for all lawful purposes, and Manager hereby accepts such grant from CIB, subject to, and conditioned upon, the rights, duties, conditions and limitations set forth herein. Manager shall pay to CIB, as provided in Section 5(a) hereof, the sum of One Dollar (\$1.00) per year for the rights granted to it under this Section 1(a).

(b) Rights to Reserved Parking Spaces and Staff Parking Spaces. Subject to the terms and conditions set forth herein, CIB hereby grants to Manager, for the period of the Term, the sole and exclusive right, authority, license and privilege to use One Thousand Four Hundred (1,400) covered Reserved Parking Spaces, with the specific locations thereof being more particularly described in the Parking Agreement, which may be used by PBLLC's and Manager's employees and other staff, media, personnel and licensees before, during and after Indiana Pacers games and other Fieldhouse Events. In addition, CIB hereby grants to Manager, for the period of the Term, the sole and exclusive right, authority, license and privilege to use Two Hundred (200) parking spaces for employees and staff of PBLLC and/or Manager ("**Staff Parking Spaces**"), which will be made available on a 24 hour per day/365 day per year basis. In addition, CIB hereby grants to PBLLC, Manager and their employees and other staff, media, personnel, invitees and licensees, for the period of the Term, the right to use bridges, walkways, connectors or other paths of travel from the areas of the Reserved Parking Spaces and the Staff Parking Spaces to the Fieldhouse Complex. The rights and obligations of the parties under this Section 1(b) are more particularly set forth in the Parking Agreement.

(c) License of Scoreboard, Video Board and Sound System. PBLLeasing is the owner of the existing scoreboard, video board and sound system at the Fieldhouse (the "**Video/Sound System**") and leases the Video/Sound System to PBLLC. Subject to the terms and conditions set forth herein, PBLLC hereby licenses use of the Video/Sound System to CIB for the Term. CIB shall pay to PBLLC a license fee for the Video/Sound System during each year of the Initial Term as set forth on Exhibit B attached hereto (the "**Video/Sound System License Fee**"). CIB's obligation to pay the Video/Sound System License Fee in any year shall be subject to CIB obtaining a final appropriation in the amount of the Video/Sound System License Fee from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to the Video/Sound System License Fee for such fiscal year, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof. If CIB, at its sole cost and expense, replaces the Video/Sound System in its entirety during the Initial Term, CIB's obligation to pay the Video/Sound System License Fees after the completion of such replacement shall terminate. If CIB, at its sole cost and expense, replaces a portion of the Video/Sound System during the Initial Term and the cost of such replacement is in excess of \$1,000,000, then each Video/Sound System License Fee payable after such replacement shall be reduced by an amount equal to such Video/Sound System License Fee multiplied by a fraction, the numerator of which is the cost of the replacement and the denominator of which is 15,712,767. The Video/Sound System is hereby deemed to be a part of the Major Systems and integral to the operation of the Fieldhouse Complex and the successful undertaking of Fieldhouse Events. Upon any termination of this Agreement, the unpaid balance of all of the Video/Sound

System License Fees for the remainder of the Initial Term (discounted to present value at a three percent (3%) discount rate) (the "**Video/Sound System Termination Fee**") shall become accelerated and immediately due and payable by CIB to PBLLC (subject to offset against any amounts owed to CIB hereunder as a result of such termination).

(d) Approval of Assignment to Manager. PBLLC hereby assigns to Manager all of its rights and obligations with respect to the operation of the Fieldhouse Complex under the Fieldhouse Complex Documents, including without limitation the obligation to repay the Aggregate Advance Amount and the outstanding balance of the Operating Loans, and Manager hereby accepts such assignment and assumes such obligations. MCCRFA and CIB hereby consent to the forgoing assignment and assumption.

## SECTION 2. TERM OF AGREEMENT.

The initial term of the Original Operating Agreement commenced on November 1, 1999 (the "**Commencement Date**") and shall continue, unless sooner terminated, until the later to occur of (i) June 30, 2024, or (ii) thirty (30) days after the end of the NBA Season ending in the year 2024 (the "**Initial Term**"). Manager shall have one (1) option to extend the Term of this Agreement (the "**Unilateral Extension Option**") and Manager and CIB shall have two (2) options to extend the Term of this Agreement (the "**Mutual Extension Options**" and, together with the Unilateral Extension Option, the "**Extension Options**") for periods of approximately one (1) year each (each an "**Extended Term**" and collectively, to the extent then exercised, the "**Extended Terms**"), which Extended Terms shall end in 2025, 2026 and 2027 respectively, on the later to occur of (A) June 30 of such calendar year, or (B) thirty (30) days after the end of the NBA Season ending in such calendar year. Manager may exercise the Unilateral Extension Option by delivering to CIB a written notice of such exercise on or before December 31, 2022. Manager and CIB may exercise a Mutual Extension Option by entering into a written agreement to do so on or before April 1, 2024 for the first Mutual Extension Option and on or before April 1, 2025 for the second Mutual Extension Option. Manager's failure to deliver timely notice of its exercise of the Unilateral Extension Option shall terminate Manager's right to extend the Initial Term pursuant to the Unilateral Extension Option. Manager's and CIB's failure to timely enter into a written agreement with respect to either Mutual Extension Option shall terminate such parties' rights to extend the Term of this Agreement pursuant to the Mutual Extension Options. The Initial Term and any Extended Terms are collectively referred to as the "**Term**".

## SECTION 3. USES AND LIMITATIONS.

(a) Permitted Uses by Manager. Subject to the terms and conditions set forth herein, Manager may use the Fieldhouse Complex for any lawful purpose. Subject to the other terms and conditions set forth herein, Manager shall, by way of example and not limitation, have the sole and exclusive right to:

(i) Except for the contracts to be entered into by CIB and other authority to be exercised by CIB as expressly reserved to CIB herein (including, without limitation, pursuant to Section 7(a), 7(f) and 7(g) hereof), enter into contracts or otherwise exercise authority over all aspects of the operation of the Fieldhouse Complex;

(ii) Use, occupy and possess the Fieldhouse Complex or permit the Fieldhouse Complex to be used, occupied or possessed by way of license, concession, lease or other arrangement;

(iii) Use and possess the Video/Sound System or permit the Video/Sound System to be used by way of sublicense, concession or other arrangement;

(iv) Prepare and sell food, beverages, programs, merchandise, souvenirs and other wares and services and permit others to do so by way of license, concession, lease or other arrangement;

(v) Erect, show, display, transmit, broadcast, control or license advertising promotions, messages, signs and displays in, on or about the Fieldhouse Complex, including without limitation via any audio, visual or other media and other advertising or marketing facilities or technology now in existence or hereafter developed;

(vi) Advertise or promote the Fieldhouse Complex and any and all events that take place in the Fieldhouse Complex;

(vii) Televise, broadcast or otherwise communicate Fieldhouse Events by and through any and every broadcasting medium or method now in existence or hereafter developed, or permit others to do so and otherwise exercise all Media Rights;

(viii) Sell and distribute tickets and other admissions for Fieldhouse Events or grant third parties the right, authority, license or privilege to sell and distribute such tickets and admissions, including without limitation any form of seating or actual or virtual attendance that may be developed in the future;

(ix) Establish, use and operate wireless networks, distributed antennae systems and any other communications or data systems now in existence or hereafter developed in and about the Fieldhouse Complex or permit others to do so;

(x) Grant naming or sponsorship rights for the Fieldhouse Complex, or any component or portion thereof, and retain the remuneration therefor and relate such rights with licenses, concessions, leases, service contracts or other arrangements;

(xi) Grant naming or sponsorship rights for any product or service used in or at the Fieldhouse Complex and retain the remuneration therefor and relate such rights with licenses, concessions, leases, service contracts or other arrangements;

(xii) Contract for the right of others to use suites, club seats, premium seats, season tickets, ticket packages or other admission rights with respect to the Fieldhouse Complex;

(xiii) Contract for the rights of others, or grant licenses for use of, the Reserved Parking Spaces, in compliance with the Parking Agreement;

(xiv) License or otherwise allow the use of the Fieldhouse Complex for any lawful event at rates it determines in its discretion to any person or entity, including but not limited to for-profit entities and not-for-profit entities or charitable, educational or civic groups in the discretion of Manager;

(xv) Contract with other sports franchisees to play one or more games in the Fieldhouse;

(xvi) Contract with entertainers, promoters, sponsors or others to hold Fieldhouse Events; and

(xvii) Use and have a royalty-free license from CIB and MCCRFA, on a non-exclusive basis, of all of CIB's and MCCRFA's intellectual property rights in the Fieldhouse Complex, including but not limited to images, likenesses, service marks, trade names or trademarks, provided that CIB and MCCRFA may exercise such rights for their own uses and may license such rights to third parties solely in connection with Championship Events, but may not license or allow others to use such rights without the prior written permission of Manager. Manager shall have the right to sub-license the rights granted to it hereunder and retain the remuneration therefor.

No party shall be required to inquire into the authority of Manager to enter into any of the aforesaid agreements or to exercise any of the aforesaid rights. For the avoidance of doubt and without limiting any of the rights granted in this Agreement or any other provisions of this Agreement, the parties acknowledge that (A) PBLLC has previously entered into and will continue to hold existing contracts relative to the rights granted to Manager in this Section 3(a); (B) PBLLC, as opposed to Manager, may be the party required by NBA Rules to enter into certain agreements relative to the rights granted to Manager in this Section 3(a); and (C) Manager may delegate the right to exercise certain rights granted to Manager in this Section 3(a) to third parties, including without limitation PBLLC; provided, however, Manager shall not delegate its overall responsibility and authority over the operation of the Fieldhouse Complex to PBLLC or any other third party.

(b) Limitation on Uses by Manager. Subject to CIB's obligations hereunder, Manager shall: (i) use, possess, occupy and operate the Fieldhouse Complex in accordance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations, including but not limited to those relating to OSHA, EEOC, nondiscrimination and other

employment laws, and the requirements of all insurers (unless Manager obtains alternate coverage which is acceptable in all respects to CIB); and (ii) otherwise possess and occupy or operate the Fieldhouse Complex in a commercially reasonable manner according to standard industry practices so as to avoid an increase or expansion of CIB's maintenance obligations as set forth in Section 7(a) hereof.

(c) Event Cooperation with ISC and CIB. Manager will cooperate in good faith, at no material cost to Manager, to work with ISC and CIB to attract to the Fieldhouse Complex Championship Events and other events with significant benefit to the City of Indianapolis, such as, but not limited to the NBA All-Star game and Future Farmers of America events. Manager shall reserve the Fieldhouse Complex for up to twelve (12) days (non-cumulative) each year of the Term for use by ISC, the terms and conditions of such use to be negotiated between Manager and ISC on a case by case basis. If Manager and ISC are not able to agree upon the terms and conditions of such use, either Manager or ISC may request CIB to mediate any dispute related to such terms and conditions.

(d) Notice of Uses. Manager shall provide to CIB, on the first day of each calendar quarter during the Term, a complete schedule of upcoming Fieldhouse Events and, as additional or revised information becomes available, Manager promptly shall provide to CIB an updated schedule of upcoming Fieldhouse Events. CIB acknowledges and agrees that all schedule information is, until publication, proprietary and confidential information which, to the extent permitted by law, shall be maintained as confidential by CIB and not be made public and which will not be used by CIB to induce any sponsor of any such events to move such event to another facility.

#### SECTION 4. OPERATING COVENANTS.

In consideration of, and as a condition to, the rights granted to Manager in Section 1(a) hereof, Manager makes the following covenants in favor of CIB:

(a) Municipal Purposes. Attached hereto as Exhibit C is a written plan for adherence to the Municipal Purposes described in the Recitals to this Agreement (the "**Municipal Purposes Plan**"). Manager shall use commercially reasonable efforts to comply with the Municipal Purposes Plan during the Term. During the Term, Manager shall operate, promote and administrate the Fieldhouse Complex in a manner consistent with the Municipal Purposes Plan and other First-Class Arena Facilities.

(b) Indiana Pacers Games. During the Term, so long as the NBA exists and the Indiana Pacers or any successor professional basketball team remain a member thereof, PBLLC shall: (i) cause the Indiana Pacers to maintain its principal offices and any ancillary offices in the Fieldhouse Complex or elsewhere in downtown Indianapolis, Indiana; (ii) subject to the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA, cause the Indiana Pacers to play (A) all of the Indiana Pacers' regular season Home Basketball Games in the Fieldhouse (subject to the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA, such Home Basketball Games to include at least one-half (½) of the Indiana Pacers' regular season basketball games), and (B) all of the Indiana Pacers' playoff series Home Basketball Games in the Fieldhouse (subject to the NBA Rules and

scheduling applicable to PBLLC and the owners of all other teams in the NBA, such Home Basketball Games to include at least one-third (1/3) of any best of three (3) series, at least two-fifths (2/5) of any best of five (5) series, at least three-sevenths (3/7) of any best of seven (7) series and at least a similar fraction of any other playoff series basketball games); and (iii) operate, promote and administrate the Indiana Pacers in a manner consistent with the operation, promotion and administration of other professional basketball teams which are franchise members in good standing of the NBA. Notwithstanding anything to the contrary herein, PBLLC shall not be deemed to be in violation of this Section 4(b) if: (1) in any NBA basketball season or post-season series there are an uneven number of home and away basketball games, the Indiana Pacers play one more away basketball game than Home Basketball Game; (2) any Home Basketball Game is played at Lucas Oil Stadium; (3) any Home Basketball Game is played at a neutral site at the direction of the NBA pursuant to a policy applicable to PBLLC and the owners of all other teams in the NBA; (4) any Home Basketball Game is played at an alternate venue because the Indiana Pacers are not then able to play such Home Basketball Game at the Fieldhouse (or at the time of scheduling such Home Basketball Game at the alternate venue it was reasonably anticipated by PBLLC, after consultation and cooperation with CIB, that the Indiana Pacers would not be able to play such Home Basketball Game at the Fieldhouse) due to damage by fire or casualty, the pendency of a restoration or renovation project, the exercise of eminent domain, a prohibition imposed by law, or any other event outside the control of PBLLC or Manager; or (5) the Indiana Pacers elect to play not more than two (2) regular season Home Basketball Games in any NBA Season at a location other than the Fieldhouse for a reason other than as permitted by previous clauses (2), (3) or (4), provided that for each such elective game described in this clause (5), PBLLC shall pay to CIB, within thirty (30) days of such game, an amount equal to Sixty-Seven Thousand Five Hundred Dollars (\$67,500), which amount shall increase by three percent (3%) at the start of each NBA Season following the 2013/2014 NBA Season. For the avoidance of doubt, the Indiana Pacers may play exhibition games and preseason games at any location. Except as otherwise provided in this Section 4(b), PBLLC shall not move the venue of Home Basketball Games under Article 8 of the Constitution and By-Laws of the NBA to be played during the Term.

(c) Compliance with NBA Franchise Agreement. PBLLC shall maintain its NBA franchise in good standing, including payment of all franchise and related fees, material compliance with any and all NBA franchise codes, rules, regulations, requirements and standards, and compliance with its franchise agreement.

(d) NBA Notice. PBLLC has provided to CIB written evidence, reasonably satisfactory to CIB, that PBLLC has requested and diligently sought the NBA to provide to CIB (at the addresses set forth in Section 18 hereof) (i) copies of any notices sent to PBLLC regarding PBLLC's failure to comply with NBA franchise codes, rules, regulations, requirements or standards, or to comply with PBLLC's franchise agreement (whether or not the applicable cure period has lapsed) or (ii) copies of any demand, request statement of intent or desire to terminate, limit, modify or amend PBLLC's NBA franchise or franchise agreement, where the result of the communications in (i) or (ii) above, if determined adversely to PBLLC would result in a suspension, revocation or loss of PBLLC's NBA franchise. In addition, PBLLC shall provide notice to CIB of any notice received by PBLLC from the NBA that would have a material adverse effect on PBLLC's or Manager's ability to perform its obligations under this Agreement.



(e) Vending and Concessions. Manager shall maintain and operate (or cause to be maintained and operated) vending and concession operations at all Home Basketball Games and other Fieldhouse Events in a manner consistent with other First-Class Arena Facilities. CIB shall be responsible for acquiring and maintaining all liquor licenses necessary or appropriate to operate the Fieldhouse Complex in a manner consistent with the operation of other First-Class Arena Facilities, provided Manager shall have the right to use the same and reimburse CIB for any cost associated with obtaining and renewing such licenses. In the event that the law changes to require Manager to hold the liquor license for the Fieldhouse Complex in a manner that would provide equal freedom of operation without a material increase in cost of operations or the payment of licensing fees and without a material loss in revenue to Manager, and in the event that the NBA imposes no limitation with respect to the holding of liquor licenses, then Manager shall apply for and, if granted the license, hold the liquor license for the Fieldhouse Complex.

(f) PBLLC Non-Compete Provision. Neither PBLLC, Manager, any PBLLC Affiliate, the Herbert Simon Trust, any Simon Affiliate or any Simon Family Affiliate shall, during the Term, own, directly or indirectly, an interest in any other NBA team or NBA franchise (or any basketball team or basketball franchise competing in any successor or competing league), with the exception of a WNBA franchise or a minor league or "farm" team of professional basketball players to be located anywhere. However, a natural person who is not Herbert Simon or a Simon Family Affiliate, but is otherwise a PBLLC Affiliate shall not be subject to the restriction in the preceding sentence.

(g) Other Events. Manager's operation of the Fieldhouse Complex shall be consistent with the operation of other First-Class Arena Facilities as the same relates to accommodating the use of the Fieldhouse Complex for playing home games of other professional teams reasonably proposed by CIB; provided that Manager's obligation hereunder shall be conditioned upon (i) Manager, in its business judgment, reaching an agreement with such team regarding such use and occupancy which is economically reasonable given the financial circumstances of PBLLC and Manager at the time, (ii) the home game schedules of such team do not conflict with the Indiana Pacers Home Basketball Games or any home games of any WNBA franchise or minor league or "farm" team of professional basketball players operating from the Fieldhouse Complex, and (iii) observance of historical scheduling priorities established at the Fieldhouse Complex.

(h) Loans. In the event PBLLC obtains a loan or series of loans from the same lender that is secured by all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets or by so much of the PBLLC Membership Interests as is necessary to control the election of a majority of the board of managers of PBLLC and control the decision to sell all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets and such lender has the right to acquire, foreclose on or force the sale of such collateral as one of its remedies in the event of a default thereunder, then PBLLC shall cause such lender to enter into a tri-party agreement among PBLLC, CIB and the lender affording CIB the right, but not the obligation, to purchase such loan (or loans) on a non-recourse basis from lender after the successful exercise of such remedy at a price equal to the sum of the outstanding principal balance plus all accrued interest and fees due under such loan (or loans) or judgment thereon.

SECTION 5. FEES PAID BY MANAGER; OPERATING LOANS FROM CIB.

(a) Fees Paid by Manager. Manager shall pay to CIB, in consideration for the exclusive right, authority, license and privilege to use, possess, occupy and operate the Fieldhouse Complex in the manner provided hereunder, an annual fee of One Dollar (\$1.00), which unpaid fees for the remainder of Initial Term in the amount of Ten Dollars (\$10.00) shall be paid by Manager to CIB on the Execution Date. With respect to any Extension Term, the annual fees for the entirety of such Extension Term shall be paid by Manager to CIB on the date that Manager exercises the applicable Extension Option.

(b) Operating Loans from CIB. CIB previously provided certain advances to PBC pursuant to the Market Square Arena Operating Agreement; the outstanding balance of such advances (the "**Aggregate Advance Amount**") is Nine Million One Hundred Twenty-Five Thousand Four Hundred Eighty Five Dollars (\$9,125,485) as of the Effective Date. Additionally, pursuant to Section 1.02 of the First Amendment and Section 1.02 of the Second Amendment, CIB provided PBLLC with certain loans for the payment of operating and maintenance expenses of the Fieldhouse Complex in the aggregate amount of Forty Million Dollars (\$40,000,000) (collectively, the "**Operating Loans**"); the outstanding balance of the Operating Loans is Forty Million Dollars (\$40,000,000) as of the Effective Date. At the conclusion of each NBA Season ending after the Effective Date, so long as no Event of Default remains outstanding at the conclusion of the applicable NBA Season, a portion of each of the Aggregate Advance Amount and the outstanding balance of the Operating Loans shall automatically be forgiven as set forth on Exhibit D attached hereto.

SECTION 6. OPERATING REVENUES.

(a) Rights to Revenues. Subject to the negotiated terms and conditions for use of the Fieldhouse Complex by ISC as provided in Section 3(c) hereof, all income, revenue, deposits, undisbursed refunds and any other cash or debits to Manager's accounts derived from Manager's use, occupancy and possession of the Fieldhouse Complex in the manner described in Section 3(a) hereof shall be the sole and exclusive property of Manager. All income and revenues derived from use, occupancy and possession of the Virginia Avenue Parking Garage, including income and revenues derived from the license or sale of naming, signage and advertising rights, shall accrue to the sole benefit of CIB; provided that Manager shall receive all income, revenue, fees and compensation from the direct license of the Reserved Parking Spaces and its share of the Parking Revenue Pool in the manner provided in the Parking Agreement. Prior to CIB entering into any contract or agreement for the license or sale of naming, signage or advertising rights with respect to the Virginia Avenue Parking Garage, CIB will notify Manager and provide Manager with a summary of the material terms of such contract or agreement. Manager shall have ten (10) days to notify CIB in writing of any objections it may have to such contract or agreement and the basis for such objection. If Manager is able to reasonably justify an objection on the basis that such contract or agreement will either (i) violate non-competition provisions in any existing contract of PBLLC or Manager and any Non-Affiliate with respect to advertising, signage or naming rights, Media Rights or the right to provide goods or services on a limited, exclusive, favored or sponsorship basis or (ii) materially reduce income which Manager reasonably expects to derive from Manager's use, occupancy and possession of the Fieldhouse Complex in the manner described in Section 3(a) hereof, then CIB shall either (x) revise such

contract or agreement to eliminate such objection or (y) commit to reimburse Manager for all actual demonstrated reduction in revenues. If Manager does not provide CIB with a written objection within such ten (10) day period, such violation or agreement shall be deemed to be unobjectionable. At the request of any party hereto, all disputes with respect to the subject matter of this Section shall be resolved by the Arbitration Procedure. In the event the Arbitrator renders a decision in favor of CIB, CIB shall indemnify and hold the PBLLC Indemnified Parties harmless from and against any loss, cost or expense, including reasonable attorneys' fees, arising as a result of claims made against any PBLLC Indemnified Party by parties contracting with PBLLC or Manager with respect to naming, signage or advertising rights, Media Rights or the right to provide goods or services on a limited, exclusive, favored or sponsorship basis with respect to the Fieldhouse Complex claiming rights inconsistent with the decision of the Arbitrator. Notwithstanding anything to the contrary set forth herein, any contract or agreement entered into by PBLLC or Manager with respect to (A) naming, signage or advertising rights or Media Rights related to the Fieldhouse Complex or (B) the right of others to provide goods or services on a limited, exclusive, favored or sponsorship basis at the Fieldhouse Complex may contain provisions which reasonably limit CIB's and MCCRFA's rights, after the date thereof, to enter into contracts or agreements with respect to naming, signage and advertising rights related to the Virginia Avenue Parking Garage, and CIB and MCCRFA will be bound by such limitations.

(b) Reporting Requirements. On or before February 15, May 15, August 15 and November 15 of each year during the Term, Manager shall provide to CIB, a statement of Fieldhouse Complex operating revenue and expenses (not including any CIB Operating Expense Items or any PBLLC or Fever Basketball, LLC revenue) for Manager's fiscal quarter ending the prior December 31, March 31, June 30 and September 30 (and an annual statement of Fieldhouse Complex operating revenue and expenses for Manager's fiscal year ending June 30 shall be included with the statement for the quarter ending on June 30), certified as being true and correct by an officer of Manager in substantially the form attached hereto as Exhibit E, and, to the extent not itemized in such statements, a written statement with respect to the following for such fiscal year:

- (i) the aggregate number of persons employed at the Fieldhouse;
- (ii) the aggregate amount of withholding tax allocable to such employees;
- (iii) the aggregate amount of county option income tax allocable to such employees;
- (iv) the aggregate sales tax as collected from Manager's operations at the Fieldhouse Complex;
- (v) the aggregate food and beverage taxes collected from Manager's operations at the Fieldhouse Complex; and

(vi) the aggregate amount of admission taxes collected from Manager's operations at the Fieldhouse Complex.

Manager shall ensure that a knowledgeable representative of Manager is present on a quarterly basis at CIB Board meetings to address questions regarding the revenue and expense statements provided by Manager pursuant to this Section.

(c) Books and Records. The statements of Fieldhouse Complex operating revenues and expenses delivered to CIB will be open and available to the general public through a request to CIB and Manager shall not request the same be treated confidentially. Manager's other books and records and the books and records of PBLLC, Fever Basketball, LLC and PBLLeasing will remain confidential and proprietary. Notwithstanding anything to the contrary herein, certain contracts, including but not limited to concert and ticket agreements, contain confidentiality provisions to protect proprietary information. Subject to approval by such counter-parties to such contracts, confidential contracts would be made available to CIB and its counsel on a confidential basis, provided such disclosures are able to be made under an exception to applicable open records laws.

SECTION 7. FIELDHOUSE MAINTENANCE, IMPROVEMENTS AND OPERATING EXPENSES.

(a) Maintenance and Improvement Obligations of CIB. During the Term, CIB shall be responsible for and, at its cost shall:

(i) make all repairs and replacements of the Structural, Building Exterior and Roof Components in excess of the threshold amounts set forth in the Building Exterior component of the Structural, Building Exterior and Roof Components definition in Exhibit A attached hereto;

(ii) make all Major Repairs;

(iii) make all required replacements of any of the Major Systems or any listed component of the Major Systems;

(iv) replace all carpeting and similar fiber floor coverings in the Fieldhouse Complex every seven (7) years; and

(v) without limiting CIB's obligations in items (i) through (iv) above, make the capital repairs, replacements and improvements and acquire and install the fixtures and equipment listed on Exhibit F attached hereto (the "**Scheduled Capital Repairs and Replacements**"), such Scheduled Capital Repairs and Replacements to be performed subject to the terms and conditions set forth in Exhibit F.

Except for items (iv) and (v), Manager, rather than CIB, shall be responsible for the foregoing obligations to the extent the need therefore is caused by Manager's failure to perform Normal and Routine Maintenance or any of its other obligations under Section 7(b) hereof on

any system or component or part. CIB shall replace an item under (i) or (iii) above if CIB and Manager reasonably determine that the item has reached its Replacement Threshold. For purposes of this Agreement, an item has reached its "**Replacement Threshold**" if the item either:

- is worn out;
- has reached the end of its useful life and is either obsolete or uneconomical to maintain;
- is not functioning and cannot be repaired or cannot be economically repaired and operated;
- is computer hardware or software that is no longer supported by the manufacturer;
- is no longer in compliance with Codes and not entitled to "grandfather" status; or
- is no longer deemed safe or reliable for use during events.

If CIB would otherwise be required to replace an item of computer hardware or software due to lack of a manufacturer's support, CIB may, in lieu thereof, pay the cost required by such manufacturer to reinstitute support, provided that such hardware or software remains compatible with other hardware or software utilized by Manager. Except for the Scheduled Capital Repairs and Replacements and the Refresh Improvements, replacements made by CIB because an item has reached its Replacement Threshold shall be of a quality and functionality consistent with the existing design and intent of the parties and shall be reasonably acceptable to Manager as to design, performance and aesthetics. If, during the last three (3) years of the Initial Term or during any Extended Term, CIB otherwise would have an obligation to replace an item, CIB shall have the right to repair that item if it is practical to do so, it does not materially impair Manager's operations and CIB reimburses Manager for the extra operating and maintenance costs related to retaining the item. Manager shall maintain detailed records relating to all maintenance and replacement issues which are the subject of this Section 7, and the same shall be made available on one (1) Business Day's notice to CIB for its review at Manager's offices. CIB shall be responsible for promptly making all physical changes to any portion or component of the Fieldhouse Complex which CIB is obligated to maintain, repair, replace or improve under this Section 7(a) as is necessary or appropriate to cause the Fieldhouse Complex to be in compliance with new Codes respecting the construction and physical condition of such portion or components of the Fieldhouse Complex that come into existence during the Term, provided that if Manager can comply with such new Codes by altering its operations, it will if it can do so without materially impairing revenues, materially increasing costs or materially hampering operations. CIB's maintenance obligations under this Section 7(a) shall be conditioned upon Manager's delivery to CIB of written notification of the need for any maintenance, repair or replacement, and Manager shall be responsible for all costs and expenses of such maintenance, repair or replacement, to the extent caused by or resulting from, Manager's failure to deliver such notice within five (5) Business Days from its actual knowledge of the need therefor, except in the case of emergency or urgent situations where persons responsible for the operation of the Fieldhouse Complex for Manager have Actual Knowledge of such situations (including situations whereby all or any portion or component of the Fieldhouse Complex is in a condition which dictates that the Fieldhouse Complex could not be useable for, or there would be a material impairment of, any Fieldhouse Event), in which event Manager shall be responsible for all costs and expenses of such maintenance, repair or replacement, to the extent caused by, or resulting from, Manager's failure to deliver notice in a timely manner after such personnel had

Actual Knowledge of the situation which would permit CIB to respond within a reasonable period of time consistent with the nature of such emergency or urgent situation. CIB shall keep and maintain all items in the Fieldhouse Complex for which it has responsibility under this Section 7(a) in good condition and repair, in a manner consistent with the condition maintained in other First-Class Arena Facilities. CIB shall have no liability to Manager or PBLLC for any inconvenience, annoyance, interruption or injury to Manager's or PBLLC's business arising from undertaking, in a reasonable manner, any maintenance, repairs or replacements or improvements required or permitted hereunder or required by law; provided that CIB shall (A) undertake such maintenance, repairs, replacements and improvements with reasonable diligence and (B) perform such work at times and in a manner which, to the extent reasonable, under the circumstances, minimizes interference with Manager's or PBLLC's use, occupancy and possession of the Fieldhouse Complex and Fieldhouse Events. CIB also shall be responsible to maintain the Virginia Avenue Parking Garage and the Staff Parking Spaces in a good and safe condition consistent with other first class parking facilities in downtown Indianapolis and in compliance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations. With respect to CIB's obligations under this Section 7(a), in the event of any emergency or any urgent situation (including situations whereby all or any portions or components of the Fieldhouse Complex are in a condition which dictate that the Fieldhouse Complex could not be usable for or there would be a material impairment of any Fieldhouse Event), Manager shall notify CIB of such emergency or urgent situation and, if CIB is not able to respond within a reasonable time period consistent with the nature of the situation (and, in all events, within a time period necessary to render the Fieldhouse Complex usable without material impairment for any Fieldhouse Event), then Manager shall have the right to remedy such situation, and CIB will be responsible for the reasonable costs and expenses thereof.

Subject to a limit of Fifty Thousand Dollars (\$50,000) per NBA Season, CIB shall pay for the cost of, or otherwise provide to Manager, (1) all Fieldhouse Complex amenities, improvements and equipment (including technologies developed or used in the future) that may be required to be installed, modified, performed or provided pursuant to changes in the NBA Rules or its broadcasting contracts from time to time after the Execution Date and (2) any replacements or repairs to existing or future amenities, improvements or equipment required pursuant to the NBA Rules or its broadcasting contracts from time to time after the Execution Date. Manager and CIB shall coordinate and cooperate with each other to effect the timely provision of such amenities or equipment in compliance with NBA Rules or its broadcasting contracts. Notwithstanding anything to the contrary set forth in this Agreement, except as expressly set forth in this paragraph, CIB shall have no responsibility or liability whatsoever for the cost of Fieldhouse Complex amenities, improvements, equipment, replacements, repairs or like items required solely as a result of changes, amendments, supplements or modifications to any NBA Rules or its broadcasting contracts after the Execution Date; provided, however, that nothing in this sentence shall be deemed to affect the obligations of CIB that CIB would otherwise be required to perform under any other provision of this Agreement if such change, amendment, supplement or modification to such NBA Rules or its broadcasting contracts had not occurred, all of such obligations of CIB described elsewhere in this Agreement being independent obligations.

(b) Maintenance Obligations of Manager. During the Term, Manager shall be responsible for and, subject to CIB's obligations under Sections 7(e) and 7(f) hereof, at its cost shall:

- (i) make all Minor Repairs;
- (ii) undertake all Normal and Routine Maintenance;
- (iii) provide adequately trained janitorial, maintenance and support staff and keep the Fieldhouse in a clean, sanitary and sightly condition consistent with other First-Class Arena Facilities; and
- (iv) provide security for the Fieldhouse Complex twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

CIB, rather than Manager, shall be responsible for the foregoing obligations to the extent the need therefore is caused by CIB's interference with Manager's operations and ability to undertake its obligations hereunder. If CIB fails to pay any CIB Operating Expense Item or any Operating Expense Reimbursement for a period of ninety (90) days from the date such payment is due, Manager's obligations under this Agreement to operate, maintain, promote and administrate the Fieldhouse Complex shall be limited to using commercially reasonable efforts under the circumstances until such time as the payments of CIB Operating Expense Items and Operating Expense Reimbursements are current, provided that Manager shall have a reasonable period of time after such payments are made current to re-establish the standards otherwise required by this Agreement in connection with the operation, maintenance, promotion and administration of the Fieldhouse Complex. Manager shall keep and maintain all items in the Fieldhouse Complex for which it has responsibility under this Section 7(b) in good condition and repair, consistent with the condition maintained in First-Class Arena Facilities. Manager shall be responsible for promptly making all physical changes to any portion or component of the Fieldhouse Complex which Manager is obligated to maintain under this Section 7(b) as is necessary or appropriate to cause the Fieldhouse Complex to be in compliance with new Codes respecting the physical condition of such portion or component of the Fieldhouse Complex that come into existence during the Term.

(c) Failure of CIB to Perform Maintenance and Improvement Obligations. If CIB fails to fulfill any of its obligations under Section 7(a) hereof, Manager shall have the right to notify CIB in writing, which notice shall specifically set forth the manner in which CIB has failed to fulfill such obligations (the "**Manager Maintenance Notice**"). With the exception of emergency or urgent situations which are governed by the terms of Section 7(a) hereof, if CIB does not commence to cure any such failure set forth in the Manager Maintenance Notice on or before ten (10) days after CIB's receipt of the Manager Maintenance Notice and diligently pursue such cure until completed, Manager may (but is not obligated to) undertake responsibility for such uncured obligation, and CIB shall be responsible to reimburse Manager for all costs and expenses associated with Manager's undertaking of such obligations, together with interest at an annual rate of eighteen percent (18%). In addition to the above-described cure rights of Manager, if CIB fails to fulfill the same (or substantially similar) obligation under Section 7(a) hereof twice in any two (2) year period, then Manager may undertake such obligation for the

remainder of the Term at CIB's expense, together with interest at an annual rate of eighteen percent (18%); provided that, at any subsequent time, Manager may elect to cease undertaking such obligation and require CIB to satisfy the obligation in accordance with Section 7(a) hereof. All disputes respecting CIB's performance of its obligations under Section 7(a) hereof or the determination of issues relating thereto shall be resolved pursuant to Section 32 hereof. In addition to all other rights of Manager in this Section 7(c), Manager shall have the right to specifically enforce CIB's obligations under this Section 7.

(d) Failure of Manager to Perform Maintenance Obligations. If Manager fails to fulfill any of its obligations under Section 7(b) hereof, CIB shall have the right to notify Manager in writing, which notice shall specifically set forth the manner in which Manager has failed to fulfill such obligations (the "**CIB Maintenance Notice**"). If Manager does not commence to cure any such failure set forth in the CIB Maintenance Notice on or before fifteen (15) days after Manager's receipt of the CIB Maintenance Notice and diligently pursue such cure until completed, CIB may (but is not obligated to) undertake such uncured obligation, in which event, Manager shall be responsible to reimburse CIB for all costs and expenses associated with CIB's undertaking of such obligations, together with interest at an annual rate of eighteen percent (18%). In addition to the above-described cure rights of CIB, if Manager fails to fulfill the same (or substantially similar) obligation under Section 7(b) hereof twice in any two (2) year period, then CIB may notify Manager in writing that it is undertaking such obligation for the remainder of the Term at Manager's expense, together with interest at an annual rate of eighteen percent (18%); provided that, at any subsequent time, CIB may elect to cease undertaking such obligation and require Manager to satisfy the obligation in accordance with Section 7(b) hereof. If CIB undertakes any such Manager obligations, then so long as it uses reasonable care, CIB shall have no liability to Manager for any inconvenience, annoyance, interruption or injury to Manager's business or property resulting from performance of such obligations. All disputes regarding Manager's performance of its obligations under Section 7(b) hereof or the determination of issues relating thereto shall be resolved pursuant to Section 32. In addition to all other rights of CIB in this Section 7(d), CIB shall have the right to specifically enforce Manager's obligations under this Section 7.

(e) CIB Operating Expense Reimbursement. Commencing on July 1, 2014, CIB shall pay to Manager operating expense reimbursements in the amounts and on the dates set forth on Exhibit G attached hereto (the "**Operating Expense Reimbursements**"). The Operating Expense Reimbursements shall be used solely for the payment of Manager's expenses of operating and maintaining the Fieldhouse Complex. CIB's obligation to pay the Operating Expense Reimbursement in any year shall be subject to CIB obtaining a final appropriation in the amount of such Operating Expense Reimbursement from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to the Operating Expense Reimbursement for such fiscal year, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof.



(f) CIB Payment of Certain Operating Expenses. In addition to the Operating Expense Reimbursements, CIB shall timely pay the costs and expenses accruing on and after the Effective Date and due and payable after the date of delivery of the NBA Approval Notification in connection with the Fieldhouse Complex operating expense items listed on Exhibit H attached hereto (the "**CIB Operating Expense Items**"). Promptly following the date of delivery of the NBA Approval Notification, Manager shall submit to CIB an invoice for the CIB Operating Expenses accrued on or after the Effective Date and paid by Manager or its affiliates and CIB shall pay such invoice to Manager within thirty (30) days. Notwithstanding CIB's payment of the CIB Operating Expense Items, Manager shall make all operating decisions regarding the CIB Operating Expense Items and CIB shall have no authority to reduce the applicable quantitative or qualitative attributes of any CIB Operating Expense Items, which CIB Operating Expense Items shall remain at quantitative and qualitative levels consistent with the greater of (i) past practices at the Fieldhouse Complex, or (ii) best practices at First-Class Arena Facilities, provided that Manager shall not imprudently change its operations at or use of the Fieldhouse Complex in a manner that would materially increase the cost of the CIB Operating Expense Items. CIB's obligation to pay the CIB Operating Expense Items in any year shall be subject to CIB obtaining a final appropriation for the amount of the CIB Operating Expense Items as reasonably estimated by CIB for such year from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to the CIB Operating Expense Items for such fiscal year, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof.

(g) Refresh Improvements. CIB shall commit a total of Twenty-Six Million Five Hundred Thousand Dollars (\$26,500,000) (the "**Aggregate Refresh Budget**") over the remainder of the Initial Term following the Execution Date to be used for improvements to and furniture, fixtures and equipment for the Fieldhouse Complex, the Virginia Avenue Parking Garage and/or the Elevated Lot desired by Manager and approved by CIB that are not otherwise the responsibility of CIB hereunder (the "**Refresh Improvements**"). Without limiting the general requirement that CIB not unreasonably withhold, condition or delay its approval of any Refresh Improvements as provided in Section 24 hereof, CIB shall not be entitled to withhold, condition or delay its approval of, and shall approve, any Refresh Improvement proposed by Manager so long as such Refresh Improvement: (i) does not impair the value of the Fieldhouse Complex, the Virginia Avenue Parking Garage and/or the Elevated Lot; (ii) is not inconsistent with the Municipal Purposes Plan; (iii) is related to the Fieldhouse Complex, the Virginia Avenue Parking Garage and/or the Elevated Lot and the operation, maintenance, condition or appearance thereof; and (iv) if not physically related to the Fieldhouse Complex, the Virginia Avenue Parking Garage and/or the Elevated Lot, is not primarily for sales or marketing purposes including, but not limited to, the items listed under the "Marketing" category on Exhibit I (as distinguished from being related generally to revenue generation or improving the experience of patrons of or attendees of events at the Fieldhouse Complex). CIB shall not be required to approve any Refresh Improvement proposed by Manager that is either listed on Exhibit I or similar in function to any item listed on Exhibit I. The items listed on Exhibit J are hereby approved by CIB. Manager agrees that at least Nineteen Million Dollars (\$19,000,000) of the

Aggregate Refresh Budget (the "Exhibit J Budget") shall be used for Refresh Improvements that are listed on Exhibit J, provided that (A) this provision shall not apply if CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of the Annual Refresh Budget in CIB's annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to such Annual Refresh Budget for such fiscal year, and (B) if all of the items listed on Exhibit J are completed pursuant to plans and specifications approved by CIB for a cost of less than Nineteen Million Dollars (\$19,000,000), the remainder of the Exhibit J Budget may be used for other Refresh Improvements. CIB shall perform, at its cost, the Refresh Improvements in accordance with the standards set forth in Section 7(a) pursuant to plans and specifications approved by CIB and a mutually agreed upon schedule. The parties agree to cooperate in good faith with respect to such schedule to minimize any disruption to Fieldhouse operations and scheduled events, particularly Home Basketball Games, and maximize the availability of the Fieldhouse Complex for events. The budget for the Refresh Improvements shall be available as follows: 2014 - \$10,000,000; 2015 - \$8,000,000; 2016 - \$7,000,000; and 2018 - \$1,500,000 (each an "**Annual Refresh Budget**"). If CIB does not spend the entire Annual Refresh Budget by the end of the applicable year, the same shall not be a CIB Default hereunder so long as CIB is using good faith, diligent efforts to complete the Refresh Improvements designated by Manager to be completed in such year and CIB completes such Refresh Improvements by June 30 of the following year (or by such later date provided in a mutually agreed upon schedule). Any amount of an Annual Refresh Budget not utilized in a given year shall be carried over and shall be available for use for Refresh Improvements in any following year of the Initial Term. Manager agrees that at least \$9,500,000 of the Annual Refresh Budget for 2014 and \$7,500,000 of the Annual Refresh Budget for 2015 shall be used for Refresh Improvements that are listed on Exhibit J, provided that this provision shall not apply if CIB fails to obtain, prior to commencement of its fiscal year for 2015, approval by the appropriate fiscal body of the Annual Refresh Budget for 2015 in CIB's annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to such Annual Refresh Budget for such fiscal year. CIB's obligations with respect to spending any Annual Refresh Budget pursuant to this Section in any year shall be subject to CIB obtaining a final appropriation in the corresponding amount of the Annual Refresh Budget set forth above for such year from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of the Annual Refresh Budget in CIB's annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to such Annual Refresh Budget for such fiscal year, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof. In addition, CIB's obligations to complete and/or procure, as applicable, the Refresh Improvements pursuant to this Section shall be subject to a limit of Twenty-Six Million Five Hundred Thousand Dollars (\$26,500,000) in the aggregate over the Initial Term.

(h) Cost Saving Opportunities. If CIB identifies opportunities to realize certain operating expense cost savings at the Fieldhouse Complex, CIB and Manager will engage in good faith discussions with the goal of arriving at a mutually agreeable plan for (i) reducing such operating expenses in a manner that will not impair Manager's operations or the quality of fan experience at the Fieldhouse Complex and will continue to enable the Fieldhouse Complex to be

operated in a manner consistent with other First-Class Arena Facilities, and (ii) sharing any such operating expense savings, which may include a reduction in subsequent annual increases to the Operating Expense Reimbursements.

(i) Operating Expenses. Subject to CIB's express obligations under this Agreement and the Parking Agreement, including without limitation CIB's maintenance, repair, replacement, improvement and operating expense payment and reimbursement obligations under this Section 7 and CIB's obligations to pay taxes as described in Section 9 hereof, Manager shall be responsible during the Term for all costs and expenses of every kind and nature related to the use, occupancy, possession and operation of the Fieldhouse Complex.

(j) Building Wi-Fi System. CIB's sole obligation with respect to the building Wi-Fi system is to reimburse Manager for up to Fifteen Thousand Dollars (\$15,000) per calendar year for any maintenance, repair, upgrade or replacement costs incurred in such calendar year. Any portion of such annual amount that is unused in a particular calendar year shall be forfeited and shall not accumulate from year to year.

#### SECTION 8. INSURANCE OBLIGATIONS.

(a) Insurance Coverages. During the Term, Manager, PBLLC, PBLeasing and CIB shall obtain and maintain (or cause to be obtained and maintained) insurance in accordance with the following provisions:

(i) CIB shall keep (or cause to be kept) the Fieldhouse Complex (including all components of the Owner's Portion of the FF&E Package), the Virginia Avenue Parking Garage, the Elevated Lot and, if applicable, the Replacement Parking Facility, insured against loss caused by fire and other perils normally covered by special form causes of loss (f/k/a "All Risk") policies of insurance (the "**Casualties**") for an amount not less than the full replacement cost, with a deductible for all perils other than flood and earthquake of not more than Two Hundred Fifty Thousand Dollars (\$250,000); provided, however the maximum amount of such deductible may be increased based upon changes in the insurance market if mutually agreed upon by Manager and CIB.

(ii) Manager or PBLLC shall keep (or cause to be kept) (A) automobile insurance with respect to any vehicles owned or leased by Manager or PBLLC, and (B) business interruption insurance for all activities at the Fieldhouse Complex in such minimum amounts as may be required by NBA Rules or such greater amounts as Manager and PBLLC deem prudent.

(iii) Manager, PBLLC and/or PBLeasing shall keep (or cause to be kept) the Operator's Portion of the FF&E Package and the Video/Sound System insured against loss caused by Casualties for an amount not less than the full replacement cost thereof, with a deductible of not more than Two Hundred Fifty Thousand Dollars (\$250,000); provided, however the

maximum amount of such deductible may be increased based upon changes in the insurance market if mutually agreed upon by Manager and CIB.

(iv) PBLLC shall keep (or cause to be kept): (A) commercial general liability insurance against claims resulting from personal injury and bodily injury to, or death of, persons, and damage to, or loss of, property, in, on or about the Fieldhouse Complex and the Parking Facilities during all NBA and WNBA events as covered by the NBA/WNBA Leaguewide Insurance Program; such insurance shall (1) contain contractual liability insurance, and (2) be in an amount not less than One Hundred Fifty Million Dollars (\$150,000,000) per occurrence and aggregate through a combination of primary, umbrella and shared excess coverages; and (B) customary liquor liability coverage in an amount not less than Ten Million Dollars (\$10,000,000), which insurance may be carried by Manager's or PBLLC's vendors at the Fieldhouse Complex.

(v) Commencing on and effective at 12:01am on a date to be mutually agreed upon by CIB and Manager (but in any event no later than ten (10) days after the date of the NBA Approval Notification), CIB shall procure and maintain (or cause to be procured and maintained), in the name of Manager, PBLLC and PBLLeasing, a policy of commercial general liability insurance against claims resulting from personal injury and bodily injury to, or death of, persons, and damage to, or loss of, property, in, on or about the Fieldhouse Complex and the Parking Facilities (other than during NBA and WNBA events as covered by the NBA/WNBA Leaguewide Insurance Program), or in any way arising out of the maintenance, repair, use, occupancy, possession or operation of the Fieldhouse Complex and the Parking Facilities (other than during NBA and WNBA events as covered by the NBA/WNBA Leaguewide Insurance Program). Such insurance policy shall (A) contain contractual liability insurance covering Manager's, PBLLC's and PBLLeasing's obligations under this Agreement and related coverages, (B) be in an amount not less than One Hundred Fifty Million Dollars (\$150,000,000) per occurrence and aggregate through a combination of primary, umbrella and excess coverages, and (C) contain customary liquor liability coverage in an amount not less than Ten Million Dollars (\$10,000,000), which liquor liability coverage shall be written as excess coverage over the primary insurance required to be carried by Manager's or PBLLC's vendors pursuant to Section 8(a)(iv) above. The policies to be maintained pursuant to this Section 8(a)(v) shall not include any self-insured retention or any deductible.

(vi) CIB shall procure and maintain (or cause to be procured and maintained) commercial general liability insurance against claims resulting from personal injury or bodily injury to, or death of, persons, and

damage to, or loss of, property, in any way resulting from or arising out of the actions of CIB or its agents, employees, contractors or licensees with respect to (A) the construction, design, alteration, maintenance, repair and replacement of components of the Fieldhouse Complex and (B) the construction, design, alteration, maintenance, repair, use, occupancy, possession or operation of the Virginia Avenue Parking Garage, the improvements related to the Staff Parking Spaces or the bridges, walkways, connectors or other paths of travel (excluding public streets, but including public walkways adjacent to property owned by MCCRFA or CIB) between the Fieldhouse Complex and such parking facilities and paths. Such insurance policy shall contain contractual liability insurance covering this Agreement and related coverages and shall be in an amount not less than Fifty Million Dollars (\$50,000,000).

(vii) CIB shall procure and maintain (or cause the Parking Manager to procure and maintain) commercial general liability insurance against claims resulting from personal injury or bodily injury to, or death of, persons, and damage to, or loss of, property, in any way resulting from or arising out of the actions of CIB, its agents, employees or contractors with respect to the maintenance, repair, replacement, use, occupancy, possession or operation of Parking Facilities. Such insurance policy shall contain contractual liability insurance covering the Parking Agreement and related coverages and shall be in an amount not less than Twenty-Five Million Dollars (\$25,000,000).

(viii) Either CIB, PBLLC or Manager, at its option, may (A) procure and maintain such other insurance or expanded coverages, as either deems appropriate or (B) satisfy its obligation under this Section 8 by procuring and maintaining (or causing to be procured and maintained) blanket insurance policies with appropriate endorsements specifying coverage which comply with the respective requirements set forth in this Section 8.

(ix) Any insurance required to be procured and maintained under this Section 8 shall be procured from, and maintained with, a company (or companies) with at least an AM Best's A - (Excellent), VII Rating, which are licensed by the State of Indiana to write policies of the nature required hereunder.

(x) If either party fails to procure and maintain such insurance, the other party may (A) procure and maintain (or cause to be procured and maintained) the insurance and (B) recover from such failing party the cost thereof, together with interest at an annual rate of eighteen percent (18%).

(xi) Each party waives for itself and its respective insurers, any and every claim which arises, or may arise, during the Term for any and all damage to, or loss of, any of its property located within or upon, or

constituting a part, of the Fieldhouse Complex or the Parking Facilities, to the extent coverage is provided by the types of insurance policies required under this Section 8.

(xii) The insurance policies required under this Section 8 to be maintained by (or caused to be maintained by) CIB shall designate the following parties as additional insureds (to the extent not named insureds): MCCRFA, Manager, PBLLC, PBLeasing, CNO Financial Group, Inc., Bankers Life and Casualty Company and their respective parents, subsidiaries, affiliates and related entities as well as each of the aforementioned parties' respective Sponsors, lenders, officials, directors, officers, partners, members, managers, shareholders, owners, employees and agents, together with any other parties reasonably requested by Manager. The insurance policies required under Section 8(iv) to be maintained by (or caused to be maintained by PBLLC or by Manager's vendors, in the case of liquor liability) shall designate CIB and MCCRFA as additional insureds.

(xiii) The insurance policies maintained in accordance with this Section 8 shall contain a provision or endorsement stating that such policy and coverage may not be modified or canceled without notice to both CIB and Manager delivered at least thirty (30) days prior to such modification or cancellation.

(xiv) The parties acknowledge that insurance provided by CIB under Section 8(a)(v) above is part of the CIB Operating Expense Items.

(xv) Promptly following a written request, CIB, PBLLC, PBLeasing and Manager shall each furnish to the other certificates of insurance in the form of ACORD 25 or ACORD 25 S (or other evidence of insurance reasonably acceptable to the requesting party), evidencing all required coverages.

(xvi) After January 1, 2019 and prior to the fifth (5<sup>th</sup>) anniversary of the Execution Date, CIB and Manager shall reevaluate the coverage amounts stated in this Section 8(a) and shall increase the same as necessary pursuant to best practices at other First Class Arena Facilities.

(b) Manager Indemnity of CIB Indemnified Parties. Manager agrees to indemnify, defend and hold harmless the CIB Indemnified Parties from and against any and all losses, costs, damages, expenses, actions, causes of action, demands and claims of any nature whatsoever (including, reasonable attorneys' fees) in any way arising out of, or related to (i) Manager's or PBLLC's maintenance, repair, use, occupancy, possession and operation of the Fieldhouse Complex and/or the undertaking of Fieldhouse Events, whether performed by Manager or its agents, employees, contractors or licensees, (ii) any use, occupancy or possession of the Reserved Parking Spaces by Manager, PBLLC, or any party by, through or under Manager or PBLLC, (iii) Manager's or PBLLC's failure to fulfill any duty or obligation hereunder or under

the Parking Agreement, or (iv) Manager's or PBLLC's breach of any representations, warranties or covenants contained in this Agreement. However, the obligations of Manager under this Section 8(b) shall be limited to the extent ISC or any other user, occupant, licensee, concessionaire or lessee of the Fieldhouse Complex indemnifies CIB Indemnified Parties in a manner similar to the preceding indemnity with respect to such use, occupancy, license, concession or lease and names CIB as an additional insured under a commercial general liability insurance policy in an amount not less than Fifty Million Dollars (\$50,000,000) and otherwise complies with the terms of Section 8(a) hereof as to companies and certificates respecting such liability insurance.

(c) CIB Indemnity of PBLLC Indemnified Parties. CIB agrees to indemnify, defend and hold harmless the PBLLC Indemnified Parties from and against any and all losses, costs, damages, expenses, actions, causes of action, demands and claims of any nature whatsoever (including reasonable attorneys' fees) in any way arising out of, or related to (i) CIB's performance of its obligations hereunder with respect to maintaining, repairing, altering or improving the Fieldhouse Complex or the Parking Facilities, (ii) use, occupancy or possession of the Reserved Parking Spaces and/or the rest of the Virginia Avenue Parking Garage other than from the use, occupancy and possession of the Reserved Parking Spaces by Manager, or any party acting by, through or under Manager, (iii) third-party claims against any PBLLC Indemnified Party resulting from construction, design or alteration, of the Fieldhouse Complex, the Virginia Avenue Parking Garage, the improvements related to the Staff Parking Spaces or the bridges, walkways, connectors or other paths of travel between the Fieldhouse Complex and such parking facilities or paths by CIB, MCCRFA or their contractors or agents, (iv) any use, occupancy or possession of the Virginia Avenue Parking Garage, the improvements related to the Staff Parking Spaces or the bridges, walkways, connectors or other paths of travel between the Fieldhouse Complex and such parking facilities or paths by persons or entities other than Manager, PBLLC or those contracting with Manager or PBLLC, (v) CIB's failure to fulfill any duty or obligation hereunder or under the Parking Agreement, or (vi) CIB's or MCCRFA's breach of any representations, warranties, or covenants under this Agreement.

(d) Insurance Certificate Monitoring. CIB shall provide or cause to be provided at no cost to PBLLC, Manager, or PBLLeasing, a third party certificate of insurance tracking service which shall provide insurance compliance monitoring for third party agreements, including but not limited to, suiteholder license agreements, room license agreements, event licenses, sponsorship agreements, maintenance vendor agreements, concessionaire vending agreements, security vendor agreements, outsourced building operations vendor agreements and any other building operations related agreements. The certificate of insurance tracking service shall include but not be limited to (i) obtaining and recording specific insurance requirements from each agreement provided by PBLLC, Manager, or PBLLeasing, (ii) requesting compliant and renewal certificates of insurance from third parties and (iii) reporting results of compliance, including identification of specific deficiencies to PBLLC, Manager, or PBLLeasing (as applicable).

(e) Good Will Offerings. As part of the handling of claims or potential claims that may be covered by the insurance described in Section 8(a)(v), Manager or PBLLC may, at its option from time to time, make good will offerings or other similar voluntary, informal arrangements (collectively, "**Gestures**") to or with a patron or guest of the Fieldhouse Complex

and the cost of any such Gestures shall be the sole financial responsibility of Manager or PBLLC, as applicable. No Gestures shall prevent an actual claim from being filed or honored under the insurance described in Section 8(a)(v) (subject to applicable policy terms for such coverage being met), provided that no claim for the cost or expense associated with any Gestures shall be covered.

## SECTION 9. TAXES.

(a) Real and Personal Property Taxes. Because title to the Fieldhouse Complex, the Virginia Avenue Parking Garage and the fixtures, equipment and other personal property and improvements owned by CIB is and shall remain in CIB, and because of the Municipal Purposes served by the operation of the Fieldhouse, it is expected that there will be no real or personal property taxes imposed with respect to the Fieldhouse Complex, the Virginia Avenue Parking Garage or such fixtures, equipment and other personal property and improvements owned by CIB. If any real or personal property taxes, or special or other assessments, are imposed during the Term against the Fieldhouse Complex or this Agreement, Manager's interest in any of the foregoing or in such fixtures, equipment and other personal property as are used in connection with the Fieldhouse Complex, then CIB shall be responsible for the payment of such taxes, with the exception of the Operator's Portion of the FF&E Package; provided that, notwithstanding the foregoing, during the Term, Manager shall be responsible for the payment of all personal property taxes relating to all other trade fixtures, equipment and personal property located in the Fieldhouse Complex, any improvements to the Fieldhouse Complex made by Manager and the Operator's Portion of the FF&E Package; and, provided further, that Manager shall be responsible for any real estate taxes that may be assessed against the leasehold interests of any of Manager's tenants in the Fieldhouse Complex. In no event shall Manager be responsible for any real estate or personal property taxes assessed against any leasehold interest or other interest relating to the right of Manager or others claiming by or through Manager to occupy a portion of the Fieldhouse or use the Owner's Portion of the FF&E Package.

(b) Discriminatory Taxes. CIB shall reimburse Manager and PBLLC for the amount of Discriminatory Taxes incurred by Manager or PBLLC, which reimbursement shall be made by CIB no later than the 15th of the month following the month in which CIB is in receipt of an invoice therefor from Manager, along with reasonable supporting documentation of the payment of such amount, assuming that CIB received such invoice on or prior to the 25th of such month (or if receipt occurs after the 25th of a month, CIB shall pay such amount no later than the 15th of the second following month). For purposes of this Agreement, a Discriminatory Tax shall be deemed to have been incurred by Manager or PBLLC whether such Discriminatory Tax is levied upon Manager, PBLLC, a PBLLC Affiliate or their respective employees, agents, contractors, invitees, patrons, licensees, customers, attendees, spectators, ticket holders, visiting NBA teams (and their employees, agents, contractors and invitees) or press and media personnel to whom Manager or PBLLC has given the right or a license to use or occupy the Fieldhouse Complex (or any portion thereof) in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, "**Discriminatory Taxes**" shall mean any tax, user fee or other monetary obligation, fee, charge or penalty imposed or increased after the Execution Date directly or indirectly by CIB, MCCRFA, the County of Marion, Indiana or the City of Indianapolis, Indiana, or any affiliate or related municipal entity of any of the foregoing (except as specifically mandated or required to be so imposed or increased by the State of Indiana or any



other state or federal governmental entity), associated with attendance or participation of any entity or person at any event at the Fieldhouse Complex, the licensing of any Fieldhouse suite, or the income derived by Manager, PBLLC or their employees as a result of Home Basketball Games being played at the Fieldhouse, which tax, user fee or other mandatory obligation, fee, charge or penalty is not imposed in a proportionate and comparable manner upon those entities or persons attending or participating in events in all venues owned, controlled or operated, directly or indirectly, by CIB, MCCRFA, the County of Marion, Indiana or the City of Indianapolis, Indiana, or any affiliate or related municipal entity of any of the foregoing, and seating more than five thousand (5,000) persons, including Lucas Oil Stadium and Victory Field and any other venue in which professional basketball, baseball, football, hockey, soccer or any other professional sport is then played, the licensing of suites in such venues, the rental payments made by the tenants of such venues, or the income derived by the tenants of such venues or such tenants' employees.

#### SECTION 10. EMINENT DOMAIN, DAMAGE AND DESTRUCTION.

(a) Eminent Domain.

(i) CIB and MCCRFA agree that neither CIB nor MCCRFA will, for themselves or any other unit of local government, exercise the right of eminent domain to acquire the Fieldhouse Complex or any part thereof or the Indiana Pacers franchise. Additionally, if, as a result of the exercise of eminent domain, Manager, in its reasonable judgment, determines that it cannot generate sufficient revenues to allow adequate returns on investment, then this Agreement shall terminate on the day possession is taken. Neither PBLLC nor Manager shall be obligated to pay any termination fee or other cost, fee, premium or penalty, and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven.

(ii) If this Agreement is terminated pursuant to this Section 10(a), then all payments required to be made by either party hereunder shall be prorated to the date of such termination.

(iii) If this Agreement is not terminated as a result of an act of eminent domain, then Manager shall use any proceeds received from the condemnation, to restore promptly the Fieldhouse Complex as nearly as possible to the condition existing immediately prior to such taking (in accordance with the same procedures as are applicable with respect to the construction of the Fieldhouse Complex under the Project Agreement), and this Agreement shall continue in full force and effect and shall not be terminated by reason of such taking. However, if the proceeds are insufficient and CIB, in its discretion, does not elect to provide the balance of such funds as are necessary, then this Agreement shall terminate as of the date of such determination by Manager and neither PBLLC nor Manager shall be obligated to pay any termination fee or other cost, fee,

premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven.

(iv) Any award made in eminent domain proceedings for a taking of the entire Fieldhouse Complex, or any portion thereof, that is not used for restoration as required in clause (iii) above, shall be paid to CIB.

(b) Destruction or Damage. If the Fieldhouse Complex, or any portion thereof, is destroyed or damaged by fire, casualty or such other cause, and the repair or replacement necessitated by such destruction or damage exceeds the scope of the obligations of Manager under Section 7 hereof to perform repair or replacement then CIB, as soon as reasonably is possible, shall rebuild, repair and restore the Fieldhouse Complex as nearly as possible to the condition which existed immediately prior to such destruction or damage, and, so long as CIB makes available to PBLLC (i) Lucas Oil Stadium for its Home Basketball Games, including the right to use of club seats (if any), suites, parking in amount and proximity comparable to that available for the Fieldhouse Complex, and the right to receive all revenues for advertising, signage and concessions, or (ii) some other location acceptable to PBLLC on terms acceptable to PBLLC, then this Agreement shall remain in full force and effect, otherwise this Agreement shall terminate and neither PBLLC nor Manager shall be obligated to pay any termination fee or other cost, fee, premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven. Notwithstanding the foregoing, if, for any reason, it takes CIB (or is reasonably projected in writing by the Market Professional(s) to take CIB) longer than six (6) months from the date of the destruction or damage to repair or restore the Fieldhouse Complex, then either Manager or CIB shall have the right to terminate this Agreement by delivering written notice to the other party within thirty (30) days after Manager and CIB are notified in writing by the Market Professional(s) of its decision. In the event of a termination of this Agreement under the terms of the preceding sentence, neither PBLLC nor Manager shall be obligated to pay any termination fee or any other cost, fee, premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven. In no event shall CIB be responsible to repair, restore or replace any damage to or destruction of PBLLC's or Manager's trade fixtures, personal property or equipment. In all events, Manager shall remain responsible to perform any repairs and replacements necessitated by damage or destruction, if the repair or replacement is within the scope of the obligations of Manager under Section 7 hereof to perform repair and replacement. To the extent that Manager is required to repair or replace all or any portion of the Fieldhouse Complex in accordance with this Section 10, (A) Manager shall have access to casualty insurance proceeds necessary to meet such obligations, and (B) CIB shall be obligated to reimburse Manager in the amount of any deductible related to such insurance coverage.

#### SECTION 11. SALE OF PBLLC.

(a) Statement of Intent. The Herbert Simon Trust, the direct or indirect owner of all of the outstanding PBLLC Membership Interests, may desire to sell or transfer the PBLLC Membership Interests or to cause PBLLC to sell or transfer all or substantially all of the assets of PBLLC (including all of PBLLC's rights in and to its NBA franchise agreement, the Indiana Pacers' name and logo, all Indiana Pacers' coach and player contracts, all broadcasting contracts, all revenue sharing or generating agreements of any nature, and all equipment, trade fixtures, and

other personalty used in connection with the operation of the Indiana Pacers and PBLLC's business), whether or not located in or attached to the Fieldhouse Complex (the "**PBLLC Assets**"). In the event of such a transaction, it is the desire of CIB that a person or party acceptable to CIB, have the opportunity to acquire the PBLLC Membership Interests or the PBLLC Assets under certain circumstances, as expressly set forth in this Section 11. CIB, PBLLC, Manager and the Herbert Simon Trust acknowledge and agree that the provisions of this Section 11 shall control any such transaction.

(b) Membership Interests Statement. PBLLC shall place the following legend on any certificate evidencing membership interests in PBLLC:

"The membership interests represented by this certificate are subject to the terms and conditions of Section 11 of the Amended and Restated Fieldhouse Operating Agreement, with an effective date of January 1, 2014, by and between the Marion County Convention and Recreational Facilities Authority, Capital Improvement Board of Managers of Marion County, Indiana, Pacers Basketball, LLC, PBLLeasing, LLC and Fieldhouse Management, LLC and joined in by the Herbert Simon Revocable Trust; copies of such agreements are on file at the office of Pacers Basketball, LLC."

(c) Excepted Dispositions. A sale or transfer of any PBLLC Membership Interest, including, without limitation, in connection with the additional issuance of one or more classes of PBLLC Membership Interests, shall not be considered to be a disposition of PBLLC Membership Interests for the purposes of Section 11(e) hereof if (i) after any such sale or transfer of PBLLC Membership Interests, Herbert Simon, the Herbert Simon Trust, Simon Affiliates or the Simon Family Affiliates continue to own such PBLLC Membership Interests as are necessary to control the election of a majority of the board of managers of PBLLC and control the decision to sell all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets, and (ii) the transferee, in writing, acknowledges the rights of CIB and the covenants of PBLLC under this Agreement and the Parking Agreement and agrees to be bound by the provisions of this Section 11 and the provisions of Sections 29(c) and 29(d) hereof to the extent applicable to the transferred PBLLC Membership Interests. For the avoidance of doubt, any sale or transfer of PBLLC Membership Interests that meets the requirements of clauses (i) and (ii) of the preceding sentence shall not be considered to be a disposition of PBLLC Membership Interests for the purposes of Section 11(e) hereof and no restrictions shall apply to and no consent shall be required in connection with any such sale or transfer.

(d) Sale of PBLLC Assets. PBLLC shall only have the right to sell the PBLLC Assets if the sale transaction satisfies the criteria set forth in clause (i), (ii), (iii) or (iv) described below:

(i) subject to the terms and conditions of Section 11(e) hereof, a sale of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets, including a sale of all of the following assets: PBLLC's NBA franchise; the Indiana Pacers' name and logo; all Indiana Pacers' coach and

player contracts; all broadcasting contracts; all revenue sharing or generating agreements of any nature; and substantially all of the equipment, trade fixtures and other personalty used in connection with the operation of the Indiana Pacers (whether or not located in, or attached to, the Fieldhouse Complex);

(ii) free of the terms and conditions of Section 11(e) hereof, any other sale of PBLLC's Assets, so long as:

(A) either (1) the sale or transfer, when combined with past sales of separate PBLLC Assets, does not rise to the level of a sale or transfer of a Substantial Portion of PBLLC's Assets or (2) the sale or transfer consists of assets or a business segment not integral to the Indiana Pacers' NBA franchise;

(B) after any such sale of PBLLC Assets, PBLLC and Manager remain legally capable and financially able to satisfy all of their obligations under this Agreement, including their obligations under Section 4 hereof;

(C) PBLLC does not sell or transfer the Indiana Pacers' NBA franchise; and

(D) after any such sale, a majority of the outstanding voting membership interests in Manager continue to be held by PBLLC, Herbert Simon, the Herbert Simon Trust, Simon Affiliates and/or the Simon Family Affiliates.

(iii) free of the terms and conditions of Section 11(e) hereof, any sale or transfer of any PBLLC Asset which is outmoded, inefficient, has outlived its useful life or is obsolete with respect to PBLLC's or Manager's business or the operation of the Fieldhouse Complex or such PBLLC Asset has reached its Replacement Threshold; or

(iv) free of the terms and conditions of Section 11(e) hereof, any transactions involving player contracts or player trades.

Any purchaser of all of the PBLLC Assets or of a Substantial Portion of PBLLC's Assets shall be required by PBLLC under the respective purchase and sale documents, to assume all of PBLLC's and Manager's duties and obligations under this Agreement and the Parking Agreement, and upon the execution of such assumption document acceptable in form and substance to CIB, CIB will release the PB Parties from all of their duties and obligations under this Agreement and the Parking Agreement. Notwithstanding anything to the contrary herein, any sale or transfer of membership interests in or the assets of Fever Basketball, LLC shall not be considered to be a

disposition of a Substantial Portion of PBLLC's Assets and no restrictions shall apply to and no consent shall be required in connection with any such sale or transfer.

(e) Right of First Refusal. If the Herbert Simon Trust or another holder of PBLLC Membership Interests (a "**PBLLC Membership Interest Transferor**"), with respect to a sale of the PBLLC Membership Interests not excepted from this Section 11(e) pursuant to the terms of Section 11(c) hereof, or PBLLC, with respect to a sale of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets not free of the terms and conditions of this Section 11(e) pursuant to the terms of Section 11(d) hereof, shall enter into meaningful negotiations with a third party in that respect (such 'meaningful negotiations' to be defined as trading drafts of a term sheet, letter of intent, purchase and sale agreement or other similar document), then the PBLLC Membership Interest Transferor or PBLLC, as applicable, shall deliver to CIB written notice advising CIB that such negotiations have commenced and identifying the party with whom the PBLLC Membership Interest Transferor or PBLLC is negotiating, provided that CIB shall maintain the identity of such party as confidential to the extent permitted by applicable law. If PBLLC Membership Interest Transferor or PBLLC, as applicable, has notified CIB of meaningful negotiations and is prepared to accept an offer (the "**Acceptable Offer**") to sell PBLLC Membership Interests not excepted from this Section 11(e) under the terms of Section 11(c) hereof or all the PBLLC Assets or the Substantial Portion of PBLLC's Assets not free of the terms and conditions of this Section 11(e) pursuant to the terms of Section 11(d) hereof for sale to an identified third party, then the PBLLC Membership Interest Transferor or PBLLC, as applicable, shall deliver to CIB written notice of the Acceptable Offer together with a copy of the Acceptable Offer, which Acceptable Offer shall be maintained as confidential by CIB to the extent permitted by applicable law. CIB (or, if the NBA Rules do not permit CIB to own such membership interests or assets, which CIB acknowledges is currently the case, its Nominee) shall have the right to notify the PBLLC Membership Interest Transferor or PBLLC, as applicable, in writing that CIB (or its Nominee) will acquire the PBLLC Membership Interests or the PBLLC Assets which are proposed to be sold pursuant to the Acceptable Offer for the Economic Value and otherwise on the terms and conditions set forth in the Acceptable Offer (the "**Right of First Refusal**"); provided that CIB (or its Nominee) must exercise such right within the longer of: (i) forty-five (45) days after CIB receives a copy of the Acceptable Offer; or (ii) ninety (90) days after CIB receives notice that meaningful negotiations have commenced. CIB acknowledges that any purchase pursuant to the Right of First Refusal shall be subject to the NBA Rules and the procedures of the NBA then in effect, including without limitation that the execution of any purchase agreement and consummation of any proposed purchase be subject to NBA approval in its absolute discretion. If CIB (or its Nominee) timely exercises such right in writing, CIB (or its Nominee) and the PBLLC Membership Interest Transferor or PBLLC, as applicable, promptly (but in any event within fifty-two (52) days after the exercise of the Right of First Refusal) shall enter into a purchase agreement memorializing such terms and conditions of the Acceptable Offer (the "**Purchase Agreement**" for purposes of this Section 11(e)). If CIB (or its Nominee) exercises the Right of First Refusal, CIB (or its Nominee) may also simultaneously notify any other holders of PBLLC Membership Interests that it will acquire such Membership Interests on the same terms as the Acceptable Offer, in which event the holders of such Membership Interests shall sell the same to CIB (or its Nominee) on the same terms as the Purchase Agreement and CIB (or its Nominee) and the holders of such Membership Interests shall enter into an agreement to that effect and consistent with the other relevant terms of this Section 11(e). If CIB (or its Nominee) exercises its right of first refusal provided in this Section

11(e) to acquire PBLLC Membership Interests under the terms of an Acceptable Offer, any holder of PBLLC Membership Interests, upon written demand to CIB (or its Nominee), may require CIB (or its Nominee) to acquire all of such holder's PBLLC Membership Interests from the person making such demand on the same terms and conditions and for the same Economic Value (based upon the same per-share valuation) as set forth in the Acceptable Offer, and upon written demand from any such holder of PBLLC Membership Interests, CIB (or its Nominee) shall enter into a purchase agreement with such holder(s) memorializing such terms and conditions of the purchase of the particular PBLLC Membership Interests from such holder(s) on terms consistent with the relevant terms of this Section 11(e). Upon the written exercise of the Right of First Refusal, CIB (or its Nominee) shall deposit with PBLLC, or the holders of PBLLC Membership Interests, as the case may be, an amount equal to ten percent (10%) of the Economic Value (the "**Earnest Money Payment**" for purposes of this Section 11(e)) of the PBLLC Membership Interests or the PBLLC Assets being purchased, and CIB (or its Nominee), PBLLC, or the holders of PBLLC Membership Interests, as the case may be, irrevocably shall be committed to close the sale in accordance with and subject to the terms and conditions of the Purchase Agreement, the NBA Rules and procedures of the NBA. If the NBA Rules prohibit CIB from owning such membership interests or assets (as they currently do), then (i) a nominee of CIB that is permitted by the NBA Rules to complete the acquisition of PBLLC Membership Interests and/or all of the PBLLC Assets subject to such sale (its "**Nominee**") must (A) commit to cause the Indiana Pacers to continue to play all of its regular season and playoff Home Basketball Games in the Fieldhouse Complex for the remainder of the Term in accordance with Section 4(b), (B) acknowledge, in writing, the rights of CIB under this Agreement and the Parking Agreement, (C) in the event of a purchase of PBLLC Membership Interests, agree, in writing, to be bound by the provisions of this Section 11 and Section 29 hereof, and (D) in the event of a purchase of PBLLC Assets, agree, in writing, to be bound by all of the obligations of Manager and PBLLC under this Agreement and the Parking Agreement, and (ii) CIB shall remain liable to fulfill all obligations of the Nominee in connection with the Right of First Refusal. If approval by the NBA is required for the acquisition of PBLLC Membership Interests or the PBLLC Assets by CIB (or its Nominee) (which is the case under current NBA Rules), then CIB (or its Nominee) shall submit a request for such approval promptly following exercise of the Right of First Refusal and diligently pursue such approval and PBLLC agrees to use its best efforts, at no material cost to PBLLC, to assist CIB (or its Nominee) in securing such approval. The closing of the sale of PBLLC Membership Interests or the PBLLC Assets to CIB (or its Nominee) shall take place within fifteen (15) days after approval by the NBA (or such earlier date as agreed upon by the parties). Notwithstanding anything to the contrary herein, in the event of a closing with respect to a sale of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets to CIB (or its Nominee) pursuant to this Section 11(e), CIB shall elect that either (i) this Agreement shall terminate and upon such termination, any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be deemed to have been forgiven and no termination fee or any other cost, fee, premium or penalty shall be due to CIB from PBLLC or Manager, provided that CIB may provide by separate agreement with its Nominee for the payment of such amounts by its Nominee, or (ii) PBLLC's and Manager's interest in this Agreement and the Parking Agreement shall be assigned to and assumed by CIB's Nominee and none of the PB Parties shall have any further obligations or liability under this Agreement or the Parking Agreement. If approval by the NBA is not required for the acquisition of PBLLC Membership Interests or all or substantially all of the PBLLC

Assets by CIB, or its Nominee, then the closing shall take place within ninety (90) days after receipt by the PBLLC Membership Interest Transferor or PBLLC of CIB's notice of its intention to exercise its Right of First Refusal. If approval by the NBA is required and either (i) the NBA denies approval of execution of the Purchase Agreement or consummation of the acquisition by CIB (or its Nominee) of the PBLLC Membership Interests or the PBLLC Assets, or (ii) the NBA does not approve the acquisition by CIB (or its Nominee) of the PBLLC Membership Interests or the PBLLC Assets within two hundred twenty-five (225) days after the exercise of the Right of First Refusal, then the Purchase Agreement shall terminate, the PBLLC Membership Interest Transferor or PBLLC, as the case may be, shall promptly shall return the entire Earnest Money Payment to CIB (or its Nominee) and PBLLC and/or the PBLLC Membership Interest Transferor shall be entitled to consummate the sale pursuant to the terms of the Acceptable Offer. If (i) PBLLC or the holder of any PBLLC Membership Interest is undertaking any sale or transfer which triggers the Right of First Refusal, and (ii) CIB (or its Nominee) chooses not to exercise the Right of First Refusal or exercises the Right of First Refusal but defaults and fails to close pursuant to the terms of this Section 11(e), then the Right of First Refusal and CIB's other rights under this Section 11(e) shall terminate and be of no further force or effect.

(f) No Encumbrances. PBLLC shall not encumber or pledge as security the Indiana Pacers' NBA franchise, the Indiana Pacers' name or logo or any Indiana Pacers' coach or player contracts in any manner that would limit, reduce, diminish or defeat the rights of CIB under Section 11(e) hereof; provided, however, nothing contained in this Section 11(f) shall be deemed to prohibit PBLLC from granting a mortgage or any security interest in any PBLLC Assets, so long as PBLLC provides CIB with prior written notice of its intent to grant any such security interest and such security interest is granted pursuant to documents approved in advance by CIB for the sole purpose of insuring that its rights and remedies under this Agreement (including, without limitation, its rights under this Section 11) are not impaired and provided that if CIB does not deny approval within forty-five (45) days after the receipt of such documents, CIB shall be deemed to have approved such documents.

## SECTION 12. ALTERATIONS AND INSPECTIONS.

(a) Fieldhouse Alterations. Manager shall not have the right to make material additions, improvements, changes and alterations to the Fieldhouse Complex, without the prior written consent of CIB. CIB shall have thirty (30) days after receipt of Manager's written request for approval of additions, improvements, changes and alterations, together with plans and specifications therefore, to approve or deny Manager's request. If CIB fails to respond to Manager's request within such thirty (30) day period, Manager's request shall be deemed approved by CIB. For the purposes of this Section 12, additions, improvements and alterations to the Fieldhouse Complex shall be deemed material to the extent that any such addition, improvement or alteration (i) will cost, in the aggregate, an amount greater than, or equal to the Approved Alteration Amount, (ii) will affect the structural elements or materially alter the exterior appearance of the Fieldhouse Complex, (iii) will materially adversely affect the usability of the Fieldhouse Complex for Fieldhouse Events other than Indiana Pacers games, or (iv) will materially increase or expand CIB's maintenance obligations as set forth in Section 7(a) hereof or the cost or difficulty of satisfying such obligation. With respect to any addition, improvement, change or alteration to the Fieldhouse Complex which is permitted in accordance with this Section 12, CIB shall cooperate with Manager in a reasonable manner (at no cost or expense to

CIB) in applying for and obtaining required permits, approvals and covenants. Manager shall (A) indemnify CIB and the CIB Indemnified Parties from and against all actions, causes of action, demands and claims of any nature whatsoever (including reasonable attorneys' fees) for injury to, or death of, persons, or damage to, or loss of, property in any way arising out of any additions, improvements, changes or alterations to the Fieldhouse Complex undertaken by Manager or by a person or entity under contract with Manager, and (B) complete all such additions, improvements, changes or alterations in a good, safe and workmanlike manner, and in compliance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations. Manager shall be responsible for obtaining any and all permits, consents and approvals required prior to commencing any such work on additions, improvements, changes or alterations. Additionally, all contracts for additions, improvements and alterations to the Fieldhouse Complex shall comply with all applicable laws. All work relating to such material additions, improvements or alterations shall be undertaken and completed in accordance with approved plans and specifications. Reasonably promptly after the completion of the alteration, Manager shall provide as-built drawings to CIB showing the alterations.

(b) CIB's Inspection of the Fieldhouse Complex. During the Term, CIB shall have the right, at any time, and from time to time, upon notice to Manager, to inspect all or any portion of the Fieldhouse Complex. Notwithstanding the foregoing, CIB shall not be required to provide notice before entering the Fieldhouse Complex for inspection purposes if CIB, in its reasonable discretion, determines that any emergency exists which requires immediate attention.

#### SECTION 13. EVENTS OF DEFAULT.

Each of the following shall be an Event of Default hereunder:

(a) Events of Default by PBLLC. It shall be an "**Event of Default**" hereunder if:

(i) Manager fails to pay any amount required to be paid pursuant to the terms of this Agreement within thirty (30) days after written notice of such failure;

(ii) Manager or PBLLC fails to perform or observe any other of its covenants, agreements, terms or conditions hereunder within thirty (30) days after written notice of such failure from CIB, or, if such failure is not susceptible of cure within such time, then failure to commence such cure within such thirty (30) day period and to diligently prosecute such cure to completion;

(iii) Manager or PBLLC files a voluntary petition in bankruptcy; any involuntary petition is filed in bankruptcy, and the petition is not dismissed within sixty (60) days after the filing; any adjudication is made that Manager or PBLLC is bankrupt; Manager or PBLLC requests or consents to the appointment of a receiver or trustee for the business of Manager or PBLLC or the PBLLC Assets; a receiver or trustee for the business of Manager or PBLLC or the PBLLC Assets is appointed and the appointment is not set aside within sixty (60) days after



being made; or the making by Manager or PBLLC of a general assignment for the benefit of creditors; or

(iv) Manager defaults under the Parking Agreement and any applicable cure periods expire.

(b) Remedies of CIB. Upon an Event of Default, CIB shall have the right to offset the amount by which PBLLC or Manager fails to pay against the sums due from CIB to PBLLC or Manager, from time to time, under this Agreement. Upon an Event of Default: (i) of the nature described in clauses 13(a)(i), (ii) or (iv) above, CIB shall also have the right, without any further notice or demand whatsoever, to terminate and cancel this Agreement (with the exception of any remedies which are applicable as a result of the event causing such termination); or (ii) of the nature described in clauses 13(a)(i), (ii) or (iv) above, CIB shall have the right, without any further notice or demand whatsoever, (A) to perform such acts as are necessary to cure such Event of Default and to recover the reasonable cost of so doing, and/or (B) specifically enforce any of CIB's rights or Manager's or PBLLC's obligations hereunder. PBLLC and Manager hereby acknowledge, agree and stipulate that (1) the public economic, civic and social benefits from the Indiana Pacers playing NBA basketball games in the Fieldhouse Complex as required by this Agreement are unique, extraordinary and immeasurable, (2) the subject matter of this Agreement is unique, (3) the CIB, the City of Indianapolis, Marion County, State of Indiana and the public at large will suffer immediate, unique and irreparable harm for which there would be no adequate remedy at law in the event that PBLLC or Manager breach their respective obligations under Sections 4(b), 4(c), 4(f), 4(h) or 11 hereof, and (4) money damages for any such breach could not adequately compensate CIB. PBLLC and Manager hereby further acknowledge, agree and stipulate that (A) in addition to all other remedies to which the CIB may be entitled, the CIB shall be entitled, after posting bond or other security as may be required by a court of competent jurisdiction (subject to any applicable exemption pursuant to applicable statute or trial rule, if any) and without any further showing of irreparable harm, balance of harms or the inadequacy of money damages as a remedy, to obtain from a court of competent jurisdiction (subject to Section 36 hereof) specific performance and any other temporary, preliminary or permanent injunctive relief for any breach or threatened or imminent breach of Sections 4(b), 4(c), 4(f), 4(h) or 11 hereof, and (B) the administration of a properly-tailored order for such relief under such circumstances would not be impractical. PBLLC and Manager hereby expressly waive the right to assert any claim contrary to any of the acknowledgements and stipulations set forth in the prior two sentences. CIB, PBLLC and Manager hereby agree that Section 32 hereof may not be invoked with respect to any breach or threatened or imminent breach of Sections 4(b), 4(c), 4(f), 4(h) or 11 hereof. The rights and remedies set forth in this Section 13(b), together with CIB's rights and remedies as set forth in the Parking Agreement, shall be the sole remedies of CIB for any Event of Default hereunder. Manager and PBLLC shall be responsible to CIB for all costs and expenses incurred by CIB in successfully enforcing its rights or Manager's or PBLLC's obligations hereunder, including all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

(c) CIB Defaults. Each of the following shall be a "**CIB Default**" hereunder:

(i) CIB fails to pay any amount required to be paid pursuant to the terms of this Agreement within thirty (30) days after written notice of such failure;

(ii) CIB or MCCRFA fail to perform or observe any other of their covenants, agreements, terms or conditions hereunder within thirty (30) days after written notice from Manager, or, if such failure is not susceptible of cure within such time, then failure to commence such cure within such thirty (30) day period and diligently prosecute such cure to completion;

(iii) CIB or MCCRFA files a voluntary petition in bankruptcy; any involuntary petition is filed in bankruptcy, and the petition is not dismissed within sixty (60) days after the filing; any adjudication is made that CIB or MCCRFA is bankrupt; CIB or MCCRFA requests or consents to the appointment of a receiver or trustee for the business of CIB or MCCRFA or the respective assets of CIB or MCCRFA; a receiver or trustee for the business of CIB or MCCRFA or the assets of CIB or MCCRFA is appointed and the appointment is not set aside within sixty (60) days after being made; or the making by CIB or MCCRFA of a general assignment for the benefit of creditors; or

(iv) An event of default by CIB under the Parking Agreement and the expiration of any applicable cure periods.

(d) Remedies of PBLLC and Manager. Upon a CIB Default, Manager and PBLLC shall have the right to offset the amount which CIB fails to pay against the sums due from Manager or PBLLC to CIB, from time to time, under this Agreement. Upon a CIB Default under clauses (c)(i), (ii) or (iv) above, Manager and PBLLC shall also have the right, without any further notice or demand whatsoever, to (i) perform such acts as are necessary to cure the CIB Default, (ii) to recover the reasonable costs of so curing, and (iii) specifically enforce any of Manager's or PBLLC's rights or CIB's obligations hereunder. Upon (A) a CIB Default under clause (c)(i) above for the failure to pay (despite receiving a final appropriation from the appropriate fiscal body of an amount corresponding thereto) any Video/Sound System License Fee, Operating Expense Reimbursement or CIB Operating Expense Item, or (B) the failure of CIB, for a period of forty-five (45) days, to pay the amount of any final, non-appealable judgment rendered against CIB hereunder, PBLLC shall also have the right, at PBLLC's option, to terminate this Agreement on behalf of the PB Parties by written notice to CIB, and upon such termination, any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be deemed to have been forgiven and no termination fee or any other cost, fee, premium or penalty shall be due to CIB. The rights and remedies set forth in this Section 13(d), together with PBLLC's rights and remedies as set forth in the Parking Agreement, shall be the sole remedies for any CIB Default hereunder. CIB shall be responsible to Manager and PBLLC for all costs and expenses incurred by Manager or PBLLC in successfully enforcing their rights or CIB's obligations hereunder, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

SECTION 14. COVENANT OF QUIET ENJOYMENT, TITLE AND NON-DISTURBANCE.

(a) Covenant of Quiet Enjoyment. CIB and MCCRFA represent, warrant and covenant that (i) all portions of the Real Estate upon which the Fieldhouse Complex is constructed are owned in fee simple by CIB or MCCRFA, (ii) CIB currently has the right to possession of those portions of the Real Estate owned by MCCRFA pursuant to a lease (the "**MCCRFA Lease**") and will either maintain such right to possession of such portions of the Real Estate pursuant to the MCCRFA Lease or own the Real Estate in fee simple during the entire Term, (iii) the Real Estate and the Fieldhouse Complex are free of all liens and encumbrances, subject only to the Permitted Encumbrances, (iv) CIB will own or have the right to possession of all of Owner's Portion of the FF&E Package free and clear of all liens and encumbrances and (v) during the Term, Manager shall have the quiet and peaceable exclusive right, authority, license and privilege, for and during the Term, to possess, occupy and operate the Fieldhouse Complex as provided hereunder, without interruption by any party claiming under, by or through MCCRFA or CIB. If there is a material breach of any of the foregoing covenants that cannot be cured within the earlier of (A) thirty (30) days after written notice to CIB or (B) the date occupancy by Manager is materially affected, then Manager, at its option, may terminate this Agreement on behalf of the PB Parties without payment of the termination fee or any other cost, fee, premium or penalty and shall have forgiven any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans.

(b) Title to Property. Title to the Fieldhouse Complex, including all fixtures, equipment and other personal property or improvements located therein or attached thereto, from time to time, by, at the request of, or as a result of a contract with, CIB or MCCRFA shall be and remain in MCCRFA and leased to CIB under the MCCRFA Lease (or, if CIB has acquired the fee simple interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall be and remain in CIB), including all fixtures, equipment and other personal property or improvements located therein or attached thereto in the satisfaction by CIB of its obligations under this Agreement and the Parking Agreement. Title to trade fixtures, equipment and other personal property heretofore or hereafter placed in, or attached to, the Fieldhouse Complex by PBLLC's or Manager's tenants, licensees or concessionaires shall be controlled by PBLLC's or Manager's agreement with any such licensee or concessionaire. Such tenants, licensees and concessionaires of PBLLC or Manager shall be permitted to remove their respective fixtures, equipment and other personal property in accordance with their respective agreements with PBLLC or Manager; provided that Manager shall be responsible for all damage and/or injury caused by such removal. Title to trade fixtures, equipment and other personal property heretofore or hereafter placed in, or attached to, the Fieldhouse Complex by PBLLC, Manager or their tenants, licensees, or concessionaires shall not rest in CIB or MCCRFA and may be removed at any time during the Term by Manager, with any resulting damage being Manager's sole obligation; provided that, subject to agreements between PBLLC or Manager and their tenants, licensees and concessionaires, title to any fixture, trade fixture or equipment placed in, or attached to, the Fieldhouse Complex by PBLLC, PBLeasing or Manager, which is integral or otherwise necessary with respect to the operation of the Fieldhouse Complex and the successful undertaking of Fieldhouse Events (including, but not limited to the Video/Sound System, the Scheduled Capital Repairs and Replacements and the Refresh Improvements) shall vest in MCCRFA subject to the MCCRFA Lease with CIB (or, if CIB has acquired the fee simple

interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall vest in CIB) upon the expiration or earlier termination of this Agreement, and, though title to such fixtures, trade fixtures and equipment shall be vested in PBLLC, PBLLeasing, or Manager during the Term, none of PBLLC, PBLLeasing nor Manager shall have the right during the Term to remove such fixtures, trade fixtures and equipment from the Fieldhouse Complex without the prior written consent of CIB. If Manager does not so remove any trade fixtures, equipment and other personal property or improvements owned by PBLLC or Manager prior to the date that is ninety (90) days after the expiration or earlier termination of the Term, then CIB, upon termination of this Agreement may, at its option, (i) treat any such item as having been abandoned, in which event it shall become the property of MCCRFA subject to the MCCRFA Lease with CIB (or, if CIB has acquired the fee simple interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall become the property of CIB), to be retained or disposed of at CIB's cost in such manner as CIB may deem appropriate or (ii) require Manager to remove any such item.

(c) Disposal of Property. Manager, in its reasonable business judgment and in compliance with all applicable laws, codes, statutes, rules and regulations, may sell or dispose of any portion of the Owner's Portion of FF&E Package or other fixtures, equipment and other personal property or improvements belonging to CIB and used in connection with the operation of the Fieldhouse Complex, that is outmoded, inefficient, has outlived its useful life or is obsolete with respect to the operation of the Fieldhouse Complex, provided that in the case of any item that has material value and can be sold or traded, the proceeds resulting from such sale or trade are used to acquire additional items in the name of CIB for the operation of the Fieldhouse Complex and that in the case of any item that has no material value or cannot be readily traded or sold, such item may be disposed of as deemed appropriate by Manager, including but not limited to donation to a not-for-profit organization. Manager shall not sell or dispose of any item owned by CIB to PBLLC, a PBLLC Affiliate, a Simon Affiliate or a Simon Family Affiliate in a transaction that yields below a Prevailing Rate Payment. Manager and CIB shall adhere to the following procedure, pursuant to which CIB shall have the right to monitor, tag and trace all aspects of the Owner's Portion of the FF&E Package, and other fixtures, equipment and personal property at the Fieldhouse belonging to CIB:

1. CIB shall have access to the Fieldhouse Complex for the purposes of marking and/or tagging all aspects of the Owner's Portion of the FF&E Package, which access shall be provided between 9:00 a.m. to 5:00 p.m., Monday through Friday upon the request of the CIB, provided such process will be performed with Manager's representative(s) and at a time and in a manner so as not materially to interfere with the operation of the Fieldhouse.
2. CIB shall have the right to conduct an annual audit of the Fieldhouse Complex, using CIB employees or other agents reasonably acceptable to Manager in order to confirm that all aspects of the Owner's Portion of the FF&E Package are located within the Fieldhouse Complex, which audit shall be at a mutually agreed upon time and with Manager's representative(s).

3. If, as a result of the annual audit of the Fieldhouse Complex, it is determined that certain aspects of the Owner's Portion of the FF&E Package are not located within the Fieldhouse Complex and such items or aspects were not disposed of by Manager in the manner provided in this Section 14(c), then Manager promptly shall replace such missing or unlocatable items upon the written direction of the CIB, which replacement shall be at the expense of Manager to the extent not covered by the insurance required to be carried by the CIB under Section 8(a)(i) hereof and Manager shall be responsible for any deductible.
4. Any dispute relating to this procedure, the results of the audit or the responsibility for the replacement of any item shall be subject to the Arbitration Procedure.

(d) Non-Disturbance From MCCRFA. MCCRFA agrees that upon any default under the MCCRFA Lease that results in a termination of the MCCRFA Lease or possession by MCCRFA of the Fieldhouse Complex, Manager shall be entitled, at its election, (i) to terminate this Agreement on behalf of the PB Parties without payment of any termination fee or any other cost, fee, premium or penalty and have forgiven any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans or (ii) to not be disturbed with respect to their rights hereunder so long as no Event of Default is outstanding. In the event PBLLC and Manager elect non-disturbance, MCCRFA shall attorn to PBLLC, PBLeasing and Manager and be bound by all of the obligations of CIB under this Agreement and the Parking Agreement.

(e) Non-Disturbance From Mortgagees. It is a condition of the PB Parties' obligations hereunder that the holder of any mortgage on the Fieldhouse Complex provide Manager with an agreement in form and substance reasonably satisfactory to Manager that, in the event of a foreclosure of such mortgage, the appointment of a receiver for the benefit of such mortgagee or the enforcement of any remedy by such mortgagee affecting occupancy by Manager of the Fieldhouse Complex or in any way impairing the rights of the PB Parties' hereunder, entitling Manager, at its election, (i) to terminate this Agreement on behalf of the PB Parties without payment of any termination fee or any other cost, fee, premium or penalty and have forgiven any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans or (ii) to non-disturbance by such mortgagee of the PB Parties and their rights hereunder so long as no Event of Default is outstanding.

#### SECTION 15. AUTHORIZATION AND EXECUTION BY CIB AND MCCRFA.

CIB and MCCRFA represent and warrant that: (i) they have performed and complied with all applicable codes, ordinances, statutes, laws, rules and regulations, necessary or requisite to CIB's entering into and carrying out the terms of this Agreement; (ii) this Agreement is the valid and binding obligation of CIB and MCCRFA, enforceable against them in accordance with its terms; and (iii) CIB and MCCRFA have full power and authority to enter into and to perform this Agreement.

SECTION 16. AUTHORIZATION AND EXECUTION BY PB PARTIES.

(a) PBLLC represents and warrants that: (i) it has been duly organized, and is validly existing under the laws of the State of Indiana; (ii) it has performed and complied with all applicable laws, ordinances, rules and regulations as are necessary or requisite to PBLLC's entering into this Agreement; (iii) PBLLC has the full power and authority to enter into and perform this Agreement; and (iv) this Agreement is the valid and binding obligation of PBLLC.

(b) PBLEasing represents and warrants that: (i) it has been duly organized, and is validly existing under the laws of the State of Indiana; (ii) it has performed and complied with all applicable laws, ordinances, rules and regulations as are necessary or requisite to PBLEasing's entering into this Agreement; (iii) PBLEasing has the full power and authority to enter into and perform this Agreement; and (iv) this Agreement is the valid and binding obligation of PBLEasing.

(c) Manager represents and warrants that: (i) it has been duly organized, and is validly existing under the laws of the State of Indiana; (ii) it has performed and complied with all applicable laws, ordinances, rules and regulations as are necessary or requisite to Manager's entering into this Agreement; (iii) Manager has the full power and authority to enter into and perform this Agreement; and (iv) this Agreement is the valid and binding obligation of Manager.

SECTION 17. ENVIRONMENTAL MATTERS.

Subject to the Environmental Disclosure Memorandum, CIB and MCCRFA represent, warrant and covenant that as of the date of execution of the Original Operating Agreement and as of the Commencement Date:

(i) There are no Hazardous Materials at, on or under the Fieldhouse Complex and there are no violations of any Environmental Laws with respect to the Fieldhouse Complex.

(ii) There are no underground storage tanks at the Fieldhouse Complex.

(iii) To the extent that there were Hazardous Materials present at, on or under the Fieldhouse Complex or any violation of Environmental Laws at the time CIB or MCCRFA took title or during the course of excavation, development, or construction of the Fieldhouse Complex, the same have been or will have been remedied by or on behalf of CIB or MCCRFA to the extent that no violations of Environmental Laws will exist as of the Commencement Date.

(iv) Neither the Real Estate nor the Fieldhouse Complex is "property" within the meaning set forth in the Indiana Responsible Property Transfer Law, I.C. 13-25-3-1 et seq.

SECTION 18. NOTICES.

Any notices required or permitted to be given under the terms of this Agreement shall be effective only if in writing and delivered either in person to the other party's authorized agent, or by prepaid overnight courier service, to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

PBLLC or Manager: Pacers Basketball, LLC  
125 South Pennsylvania Street  
Indianapolis, IN 46204  
Attention: President

With a copy to: Pacers Basketball, LLC  
125 South Pennsylvania Street  
Indianapolis, IN 46204  
Attention: General Counsel

With a copy to: Herbert Simon  
Simon Property Group  
225 W. Washington St.  
Indianapolis, IN 46204

With a copy to: Stephen Simon  
Simon Equity Partners  
100 Spear St., Suite 1115  
San Francisco, CA 94105

With a copy to: Phillip L. Bayt, Esq.  
Matthew G. DeLaruelle, Esq.  
Ice Miller LLP  
One American Square  
Suite 2900  
Indianapolis, Indiana 46282-0002

CIB: Mr. Augustus Levensgood  
Executive Director  
Indiana Convention Center  
100 S. Capitol Avenue  
Indianapolis, Indiana 46225

With a copy to: Capital Improvement Board of Managers of Marion  
County, Indiana  
100 S. Capitol Avenue  
Indianapolis, Indiana 46225  
Attention: President

With a copy to: Tobin McClamroch, Esq.  
Bingham Greenebaum Doll LLP  
2700 Market Tower  
10 W. Market Street  
Indianapolis, Indiana 46204

With a copy to: David Prechtel, Esq.  
Bingham Greenebaum Doll LLP  
2700 Market Tower  
10 W. Market Street  
Indianapolis, Indiana 46204

In the event Manager is notifying CIB with respect to any matter described under Section 7(a) hereof, Manager shall also provide telephone and facsimile notice to Augustus Levensgood (facsimile number: (317) 262-3685 and telephone number: (317) 262-3410). All notices sent in accordance with this Section 18 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.

#### SECTION 19. PBLLC EXCULPATION.

Subject to the provisions of Section 11 hereof and the obligations of the holders of PBLLC Membership Interests thereunder, but otherwise notwithstanding anything in this Agreement to the contrary, CIB agrees that, no officer, employee, manager or member in or of PBLLC, PBLLeasing or Manager or of any of their respective successors or assigns, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against PBLLC, PBLLeasing or Manager, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 19 shall relieve any person or entity for liability or damages from fraud.

#### SECTION 20. CIB AND MCCRFA EXCULPATION.

Notwithstanding anything in this Agreement to the contrary, PBLLC, PBLLeasing and Manager agree that, no officer, director, manager, board member, agent or employee in or of CIB or of MCCRFA, or of any successor or assign of either of them, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against CIB or MCCRFA, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be



performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 20 shall relieve any person or entity for liability or damages from fraud.

SECTION 21. COOPERATION.

CIB and MCCRFA and Manager recognize that it is in the best interests of each of them, and of the citizens of Indianapolis and of Marion County, Indiana, to strive to maximize the number of events conducted at, and the amount of revenues realized from, the Fieldhouse Complex. CIB, in addition to leasing the Fieldhouse Complex, leases and operates the Indiana Convention Center and Lucas Oil Stadium (collectively, the "**ICC Complex**"), consisting of facilities that could be used for many of the events that have been, or could be conducted in the Fieldhouse Complex. While CIB and Manager each acknowledge that certain events that could be conducted in either facility may be better suited to one facility or the other for a variety of reasons, CIB recognizes that substantial economic detriment could accrue to the Fieldhouse Complex and Manager if CIB sought to attract to the ICC Complex events that could be staged at the Fieldhouse Complex with as favorable an effect on the community. As a material inducement to Manager to enter into this Agreement, CIB agrees that: (i) it will not attempt to induce any event to be booked into the ICC Complex instead of into the Fieldhouse Complex by providing reduced rates or rents; and (ii) it will conduct the operation of the ICC Complex in such a fashion as is reasonably possible, to contribute to the success of both the Fieldhouse Complex and the ICC Complex. This agreement by CIB shall not be construed to mean that CIB will not make the ICC Complex available for events at the request of the promoter of the event according to its normal procedures for events in the facility, but rather only that it will not modify its customary procedures in a way that is economically beneficial to the promoter to cause the event to be staged in the ICC Complex rather than in the Fieldhouse Complex. CIB and Manager shall meet regularly to discuss the promotion activities of each facility and prospective events for each facility. All efforts shall be made to determine in good faith the proper venue for each prospective event and to develop cooperative advertising and solicitation with a view to maximizing the events to be held in the Fieldhouse Complex.

SECTION 22. SUCCESSORS AND ASSIGNS.

This Agreement is binding upon, and shall inure to the benefit of, the parties hereto, and to their respective successors and assigns (including any governmental entity that by law, is charged with the obligations of CIB hereunder, it being understood that CIB shall continue to be bound).

SECTION 23. TIME IS OF THE ESSENCE.

The times for performance provided in this Agreement are essential due to the obligations and expenditures of the parties. If a time is not specified, performance shall be required promptly and with due regard to the conditions of performance of other parties in reliance thereon.

SECTION 24. COOPERATION BETWEEN PARTIES.

Unless expressly set forth herein to the contrary, approvals and consents required hereunder by any party hereto shall not be unreasonably withheld, conditioned or delayed.

SECTION 25. INTENTIONALLY DELETED.

SECTION 26. ENTIRE AGREEMENT.

This Agreement amends and restates the Fieldhouse Complex Documents other than the Parking Agreement and, together with the Parking Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof from and after the Effective Date.

SECTION 27. JOINDER.

The Herbert Simon Trust joins herein for the sole purpose of agreeing to the provisions affecting it contained in Section 11 hereof and shall have no liabilities, responsibilities or obligations hereunder, except for those specifically set forth in Section 11 hereof. Herbert Simon joins herein for the sole purpose of acknowledging that he is no longer a party to this Agreement and the parties hereto agree that Herbert Simon shall have no liabilities, responsibilities or obligations hereunder.

SECTION 28. GUARANTIES.

MCCRFA joins in this Agreement in order to be bound by all of its indemnities, expressly stated obligations, representations, warranties and covenants herein and in order to be bound by and guaranty the terms of all of the expressly stated obligations, indemnities, representations, warranties and covenants of CIB hereunder and under the Parking Agreement. Upon the conveyance of the fee simple interest in the Real Estate to CIB, CIB shall be deemed to have assumed all of MCCRFA's indemnities, expressly stated obligations, representations, warranties and covenants herein and MCCRFA shall be released from all of its indemnities, expressly stated obligations, representations, warranties and covenants herein to the extent accruing or first arising after the date of such conveyance. PBLLC joins in this Agreement in order to be bound by all of its expressly stated obligations, representations, warranties and covenants herein and in order to be bound by and guaranty the terms of all of the expressly stated obligations, indemnities, representations, warranties and covenants of Manager hereunder and under the Parking Agreement.

SECTION 29. TERMINATION.

(a) Termination Due to Unenforceability. The parties agree that the indemnities and other material obligations of CIB are a fundamental part of the consideration to induce the PB Parties to enter into this Agreement. If (i) CIB fails or refuses to honor any indemnity benefitting a PBLLC Indemnified Party hereunder or under the Parking Agreement and such indemnity is found by a court of competent jurisdiction to be unenforceable against CIB, or (ii) CIB or MCCRFA fail or refuse to fulfill (or cause to be fulfilled) any material obligation or breach any material representation of CIB or MCCRFA under this Agreement or the Parking Agreement and any such obligation or breach of representation is found by a court of competent

jurisdiction to be unenforceable against CIB or MCCRFA, Manager, at its option, may, upon written notice to CIB, terminate this Agreement on behalf of the PB Parties without the payment of a termination fee or any other cost, fee, premium or penalty and have forgiven any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans.

(b) Termination Due to Failure to Appropriate. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder for such fiscal year, including without limitation its obligations to pay the Operating Expense Reimbursement to Manager, pay the CIB Operating Expense Items, pay the Video/Sound System License Fee to PBLLC and fund its obligations with respect to the Scheduled Capital Repairs and Replacements and the Refresh Improvements, PBLLC shall have the right, at PBLLC's option, to terminate this Agreement on behalf of the PB Parties by written notice to CIB, and upon such termination, any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be deemed to have been forgiven and no termination fee or any other cost, fee, premium or penalty shall be due to CIB.

(c) Early Termination Following the Death of Herbert Simon. If at any time after the death of Herbert Simon, PBLLC's lender(s) call PBLLC's loan(s) or such loan(s) otherwise mature (either a "**Maturity Event**"), PBLLC may give notice to CIB of such Maturity Event. PBLLC shall use good faith commercially reasonable efforts to refinance the called/matured loan(s) or obtain replacement financing on a non-recourse basis on commercially reasonable terms in relation to the continued operations of PBLLC ("**Non-recourse Financing**"). If PBLLC is not able to obtain such Non-recourse Financing within sixty (60) days of notice to CIB of the Maturity Event, PBLLC may provide notice to CIB of its desire for CIB to assist PBLLC in obtaining Non-recourse Financing (a "**Financing Assistance Notice**"). PBLLC may give notice to CIB of its intent to terminate this Agreement (a "**Notice of Intention to Terminate**") at any time following the earlier to occur of (x) CIB failing to agree in writing, within fifteen (15) days of a Financing Assistance Notice, to use good faith reasonable efforts to assist PBLLC to obtain Non-recourse Financing, (y) at any time after CIB so agrees in writing, CIB notifying PBLLC that CIB is no longer willing or able to assist PBLLC to obtain Non-recourse Financing or CIB otherwise fails to use good faith reasonable efforts to assist PBLLC to obtain Non-recourse Financing, or (z) PBLLC failing to obtain Non-recourse Financing by the Financing Deadline. If CIB timely agrees in writing to use good faith reasonable efforts to assist PBLLC to obtain Non-recourse Financing, PBLLC shall cooperate in good faith with CIB's efforts and continue to use good faith commercially reasonable efforts to obtain Non-recourse Financing. For purposes of this Agreement, "**Financing Deadline**" means the date fifteen (15) months following the date a Financing Assistance Notice is given, provided that, if a Financing Assistance Notice is given after June 30 and on or prior to November 1 of a calendar year, the Financing Deadline shall be July 30 of the following calendar year. The Notice of Intention to Terminate shall indicate whether or not meaningful negotiations are occurring with a third party with respect to a sale of PBLLC Membership Interests or PBLLC Assets that would be subject to Section 11(e) hereof. If the Notice of Intention to Terminate indicates that such negotiations are occurring, the parties shall proceed pursuant to Section 11(e) and the provisions of Section 29(c) and Section 29(d) hereof shall not apply unless and until PBLLC elects, in its sole discretion, to give notice to CIB that all negotiations with prospective buyers have terminated. If the Notice of Intention to Terminate indicates that such negotiations are not occurring or if, following a Notice of Intention

to Terminate that indicated such negotiations were occurring, PBLLC subsequently elects, in its sole discretion, to give notice to CIB that all negotiations with prospective buyers have terminated (a "**Notice of Termination of Negotiations**"), CIB (or, if the NBA Rules do not permit CIB to own such membership interests or assets, which CIB acknowledges is currently the case, its Nominee) shall have a right of first offer to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests on the following terms (the "**Right of First Offer**"):

(i) CIB (or its Nominee) would have a period of forty-five (45) days from the Notice of Intention to Terminate or the Notice of Termination of Negotiations, as applicable, to make an all cash offer to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests. PBLLC would negotiate with CIB (or its Nominee) in good faith during such forty-five (45) day period.

(ii) If CIB (or its Nominee) did not make an offer within such forty-five (45) day period, then notwithstanding anything to the contrary in Section 11 hereof (A) PBLLC would be free to sell the PBLLC Assets, (B) any holder of PBLLC Membership Interests would be free to sell such PBLLC Membership Interests, and/or (C) PBLLC would be free to terminate this Agreement on behalf of the PB Parties upon at least 45 days' prior written notice to CIB, provided that if such termination notice is given during an NBA Season, such termination shall be effective no earlier than 30 days after the end of such NBA Season, and provided further that if PBLLC fails to give such termination notice prior to the end of the next full NBA Season that occurs after such termination right vests, such termination right shall become void and of no further force or effect.

(iii) If CIB (or its Nominee) made an offer during such forty-five (45) day period, PBLLC shall accept or reject such offer within forty-five (45) days following receipt of such offer. If PBLLC fails to affirmatively accept or reject such offer within such forty-five (45) day period, PBLLC will be deemed to have rejected such offer. If the offer was accepted, the parties would proceed pursuant to Section 29(d) below. If the offer was rejected or deemed rejected, the parties would proceed pursuant to Section 29(c)(iv) immediately below.

(iv) If CIB (or its Nominee) made an offer that was rejected or deemed rejected, PBLLC and CIB (or its Nominee) shall determine the fair market value of the PBLLC Assets consistent with the provisions set forth on Exhibit K attached hereto (the "**Appraised Value**") by means of an appraisal process conducted as follows:

(A) PBLLC and CIB (or its Nominee) shall each designate an independent appraiser meeting the qualifications set forth on Exhibit K within ten (10) days of the rejection or deemed rejection of CIB's offer. If either PBLLC or CIB fails to designate an appraiser after three (3) days' written notice from the other party

of the failure to designate within the ten (10) day period, the defaulting party's appraiser will not be considered and only the Appraised Value determination of the appraiser that was timely designated shall be conclusive. Provided that two appraisers were designated within the time provided, each appraiser shall be directed to provide, within thirty (30) days after the designation of the second appraiser, PBLLC and CIB (or its Nominee) with a written appraisal report setting forth the appraiser's determination of the Appraised Value. If an appraiser fails to provide such written appraisal report after fifteen (15) days' written notice to the non-responsive party from the other party of the failure of delivery within the thirty (30) day period, the defaulting party's appraiser will not be considered and only the determination of Appraised Value set forth in the timely report shall be conclusive.

(B) If the difference between the Appraised Value determined by the two appraisers does not exceed 3% of the higher value, then the Appraised Value for purposes of this Section shall be the average of the two determinations.

(C) If the difference between the Appraised Value determined by the two appraisers exceeds 3% of the higher value, then the two appraisers shall, within ten (10) days of the delivery of the last appraisal, select a third independent appraiser meeting the qualifications set forth on Exhibit K, who shall be directed to provide, within thirty (30) days of the third independent appraiser's selection, PBLLC and CIB (or its Nominee) with a written appraisal setting forth his or her determination of the Appraised Value and the Appraised Value for purposes of this Section shall be the average of the two closest determinations.

(v) If the Appraised Value is an amount equal to at least one hundred ten percent (110%) of the last offer from CIB (or its Nominee), then notwithstanding anything to the contrary in Section 11 hereof (A) PBLLC would be free to sell the PBLLC Assets, (B) any holder of PBLLC Membership Interests would be free to sell such PBLLC Membership Interests, and/or (C) PBLLC would be free to terminate this Agreement on behalf of the PB Parties upon at least 45 days' prior written notice to CIB, provided that if such termination notice is given during an NBA Season, such termination shall be effective no earlier than 30 days after the end of such NBA Season, and provided further that if PBLLC fails to give such termination notice prior to the end of the next full NBA Season that occurs after such termination right vests, such termination right shall become void and of no further force or effect.

(vi) If the Appraised Value is an amount less than one hundred and ten percent (110%) of the last offer from CIB (or its Nominee), then

CIB (or its Nominee) would have an additional thirty (30) days after final determination of the Appraised Value to elect to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests for the Appraised Value. If CIB or its Nominee so elected by notice to PBLLC within such thirty (30) day period, the parties would proceed pursuant to Section 29(d) below.

(vii) If CIB (or its Nominee) did not elect to purchase pursuant to clause (vi) above, then notwithstanding anything to the contrary in Section 11 hereof (A) PBLLC would be free to sell the PBLLC Assets, (B) any holder of PBLLC Membership Interests would be free to sell such PBLLC Membership Interests, and/or (C) PBLLC would be free to terminate this Agreement on behalf of the PB Parties upon at least 45 days' prior written notice to CIB, provided that if such termination notice is given during an NBA Season, such termination shall be effective no earlier than 30 days after the end of such NBA Season, and provided further that if PBLLC fails to give such termination notice prior to the end of the next full NBA Season that occurs after such termination right vests, such termination right shall become void and of no further force or effect.

Notwithstanding anything to the contrary herein: (i) upon a termination by PBLLC pursuant to this Section 29(c) or pursuant to Section 29(d) hereof, Manager shall pay to CIB (1) the applicable portion of the remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans determined pursuant to Exhibit D attached hereto, plus (2) the Basketball Capital Improvement Reimbursement Amount, less (3) the Video/Sound System Termination Fee; and no termination fee or any other cost, fee, premium or penalty shall be due to CIB; and (ii) in the event of a closing with respect to a sale of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets to CIB (or its Nominee) pursuant to Section 29(d) hereof, CIB shall elect that either (A) this Agreement shall terminate and upon such termination, any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be deemed to have been forgiven and no termination fee or any other cost, fee, premium or penalty shall be due to CIB from PBLLC or Manager, provided that CIB may provide by separate agreement with its Nominee for the payment of such amounts by its Nominee, or (B) PBLLC's and Manager's interest in this Agreement and the Parking Agreement shall be assigned to and assumed by CIB's Nominee and none of the PB Parties shall have any further obligations or liability under this Agreement or the Parking Agreement.

(d) Sale Pursuant to the Right of First Offer. CIB acknowledges that any purchase pursuant to the Right of First Offer shall be subject to the NBA Rules and the procedures of the NBA then in effect, including without limitation that the execution of any purchase agreement and consummation of any proposed purchase be subject to NBA approval in its discretion. If an offer of CIB (or its Nominee) is accepted or if CIB (or its Nominee) agrees to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests pursuant to Section 29(c)(vi) hereof, (i) CIB (or its Nominee) and PBLLC or the holders of the PBLLC Membership Interests, as applicable, promptly (but in any event within forty-five (45) days) shall enter into a purchase agreement memorializing the same (the "**Purchase Agreement**" for purposes of this Section 29(d)), (ii) CIB (or its Nominee) shall deposit with PBLLC, or the holders of PBLLC

Membership Interests, as the case may be, an amount equal to ten percent (10%) of the amount of the accepted offer or Appraised Value, as applicable (the "**Earnest Money Payment**" for purposes of this Section 29(d)) and CIB (or its Nominee), PBLLC, or the holders of the PBLLC Membership Interests, as the case may be, irrevocably shall be committed to close the sale in accordance with the terms and conditions of the Purchase Agreement and procedures of the NBA. Any Nominee must (1) commit to cause the Indiana Pacers to continue to play all of its regular season and playoff Home Basketball Games in the Fieldhouse Complex for the remainder of the Term in accordance with Section 4(b), (2) acknowledge, in writing, the rights of CIB under this Agreement and the Parking Agreement, (3) in the event of a purchase of PBLLC Membership Interests, agree, in writing, to be bound by the provisions of Section 11 and this Section 29, and (4) in the event of a purchase of PBLLC Assets, agree, in writing, to be bound by all of the obligations of Manager and PBLLC under this Agreement and the Parking Agreement. CIB shall remain liable to fulfill all obligations of the Nominee in connection with the Right of First Offer. If approval by the NBA is required for the acquisition of PBLLC Membership Interests or the PBLLC Assets by CIB (or its Nominee) (which is the case under current NBA Rules), then CIB (or its Nominee) shall submit a request for such approval promptly following the acceptance of an offer from CIB (or its Nominee) or CIB's (or its Nominee's) agreement to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests pursuant to Section 29(b)(vi) hereof and diligently pursue such approval and PBLLC agrees to use its best efforts, at no material cost to PBLLC, to assist CIB (or its Nominee) in securing such approval. The closing of the sale of the PBLLC Assets or the PBLLC Membership Interests to CIB (or its Nominee) shall take place within seven (7) days after approval by the NBA (or such earlier date as agreed upon by the parties). If approval by the NBA is not required for the acquisition of the PBLLC Assets or the PBLLC Membership Interests by CIB (or its Nominee), then the closing shall take place within sixty (60) days after execution of the Purchase Agreement. If approval by the NBA is required and either (1) the NBA denies approval of the execution of the Purchase Agreement or consummation of the acquisition by CIB (or its Nominee), or (2) the NBA does not approve the acquisition by CIB (or its Nominee) of the PBLLC Membership Interests or the PBLLC Assets within two hundred twenty-five (225) days after the acceptance of any offer from CIB (or its Nominee) or CIB's (or its Nominee's) agreement to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests pursuant to Section 29(b)(vi) hereof, then notwithstanding anything to the contrary in Section 11 hereof (A) the Purchase Agreement would terminate and the Earnest Money Payment shall be promptly returned to CIB (or its Nominee), (B) PBLLC would be free to sell the PBLLC Assets, (C) any holder of PBLLC Membership Interests would be free to sell such PBLLC Membership Interests, and (D) PBLLC would be free to terminate this Agreement on behalf of the PB Parties upon at least 45 days' prior written notice to CIB, provided that if such termination notice is given during an NBA Season, such termination shall be effective no earlier than 30 days after the end of such NBA Season, and provided further that if PBLLC fails to give such termination notice prior to the end of the next full NBA Season that occurs after such termination right vests, such termination right shall become void and of no further force or effect.

(e) Termination Due to Failure of NBA. If the NBA ceases to exist and PBLLC does not intend to join a successor or replacement professional basketball league, PBLLC shall have the right to terminate this Agreement on behalf of the PB Parties upon thirty (30) days' prior written notice to CIB. If the NBA ceases to exist and either (i) PBLLC does not give notice to CIB within thirty (30) days of the date the NBA ceases to exist that the Indiana Pacers intend to

join a successor or replacement professional basketball league, or (ii) notwithstanding such notice, the Indiana Pacers do not become a team of a successor or replacement professional basketball league within one hundred eighty (180) days of the date the NBA ceases to exist, then CIB may terminate this Agreement upon thirty (30) days' prior written notice to PBLLC.

(f) Termination Rights. The PB Parties shall not have a right to terminate this Agreement except as set forth in Sections 1(c), 7(e), 7(f), 7(g), 10, 13(d), 14 and 29 hereof and Exhibit F attached hereto. CIB shall not have a right to terminate this Agreement except as set forth in Sections 10(b), 13(b) and 29(e). The then remaining Aggregate Advance Amount and outstanding balance of the Operating Loans shall become immediately due and payable upon the early termination of this Agreement except as provided in Sections 10(a), 10(b), 11(e), 13(d), 14(a), 14(d), 14(e), 29(a), 29(b) and clause (ii) of the last paragraph of Section 29(c) hereof. Any required repayment of the remaining Aggregate Advance Amount and outstanding balance of the Operating Loans shall be offset by the Video/Sound System Termination Fee. PBLLC and Manager acknowledge and agree that any payment of the remaining Aggregate Advance Amount and outstanding balance of the Operating Loans required hereunder is payment of amounts due and owing and is in addition to, and not in lieu of, any other remedy provided for in this Agreement.

#### SECTION 30. FORCE MAJEURE.

The obligations of each of the parties hereto are subject to Force Majeure.

#### SECTION 31. CONSTRUCTION MATTERS.

(a) CIB Obligations. CIB represents and warrants to Manager that CIB has caused third party contractors and consultants to design and substantially construct the Fieldhouse Complex, the Virginia Avenue Parking Garage and the Affiliated Projects in compliance with the CIB Construction Plans and, otherwise, in accordance with all Codes as the same are in effect as of the date of the Commencement Date and with the NBA Standards as of the date of written approval by the NBA per the NBA Letter.

(b) Warranties. CIB shall (i) honor warranty claims relating to its maintenance responsibilities under this Agreement and (ii) assign to Manager all warranties relating to Manager's maintenance obligations under this Agreement, together with the right to enforce the same, however CIB shall cooperate with Manager in causing the necessary enforcement of such warranties. In addition, whenever CIB or Manager requests that the other party enforce a warranty relating to the Fieldhouse Complex or any component thereof, CIB or Manager, respectively, shall promptly enforce such warranty or assign to the other party full enforcement rights with respect thereto.

#### SECTION 32. ALTERNATIVE DISPUTE RESOLUTION.

(a) Review Committee. Subject to the terms of this Section 32(a), a committee comprised of three (3) individuals consisting of a representative of CIB, a representative of Manager and an arena operations expert jointly selected by CIB and Manager (the "**Review Committee**") may decide disputes between the parties under this Agreement arising out of any



of the following to the extent the cost thereof is less than Five Hundred Thousand Dollars (\$500,000):

- whether a particular maintenance, repair or replacement obligation is that of CIB or Manager pursuant to Section 7(a) or 7(b);
- whether an item has reached its Replacement Threshold;
- CIB's failure to approve a Refresh Improvement not listed on Exhibit J or the plans and specifications for a Refresh Improvement; or
- the failure of the parties to mutually agree upon a schedule for a Refresh Improvement.

If a dispute exists that is subject to determination by the Review Committee, either Manager or CIB may give notice to a Senior Management Representative of the other party of its intent to submit the dispute to the Review Committee. The parties agree to use good faith efforts to try to schedule, as soon as possible following such notice, a meeting between their respective appropriate representatives to attempt to resolve such dispute. If such dispute is not resolved within ten (10) Business Days following such notice, the party that gave notice of its intent to submit the dispute to the Review Committee may formally submit the dispute to the Review Committee by giving notice to the other party (a "**Submission Notice**") at any time after the expiration of such ten (10) Business Day period. Both Manager and CIB shall have the right to submit, by giving a Submission Notice, up to two (2) disputes each to the Review Committee in any calendar year and once a party has utilized its two (2) submissions by giving two (2) Submission Notices in any calendar year, such party may not submit any additional disputes to the Review Committee for the remainder of such calendar year (any such dispute to be resolved by other means, including without limitation, subject to Section 32(b), by the Arbitration Procedure, and subject to Section 36, by a court of competent jurisdiction). The costs of each party's representative shall be borne by such party. The costs of the third member shall be shared equally by the parties. The parties hereby agree that, upon submission of a dispute to the Review Committee, they shall jointly request Russ Simons to serve as the third member of the Review Committee for such dispute. If Russ Simons declines or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall request John Sparks to serve as the third member. If John Sparks declines to serve or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall cooperate in good faith to jointly select a third member as soon as possible. The affirmative vote of two (2) members of the Review Committee shall be required to resolve any dispute to be decided by the Review Committee. Manager and CIB shall be entitled to present information or materials to the Review Committee before or during a meeting set to resolve an issue. The parties shall submit materials and schedule a meeting to resolve the dispute within ten (10) Business Days after the selection of the third member of the Review Committee and the Review Committee shall vote to resolve the dispute within thirty (30) days after the selection of the third member of the Review Committee. The decision of the Review Committee as to any matter to be determined by the Review Committee under the terms of this Agreement shall be final and shall have the effect of a final, non-appealable judgment for all purposes hereunder.

(b) Arbitration Procedure. Except with respect to any breach or threatened or imminent breach of Sections 4(b), 4(c), 4(f), 4(h) or 11 hereof or any dispute decided by the Review Committee that is not subject to challenge, in the event that CIB and/or MCCRFA, on one hand, and a PB Party, on the other hand, have a dispute as to any matter relating to this Agreement or the Parking Agreement, either party may request that the matter be resolved by arbitration under the auspices of the American Arbitration Association ("AAA") and otherwise as set forth herein ("**Arbitration Procedure**"). In such event, the AAA shall provide the parties with a panel of potential Arbitrators consisting of at least seven (7) persons who are independent of the parties and who have experience in connection with disputes involving arena or stadium facilities. The party not seeking arbitration shall have the first opportunity to strike and the parties shall strike alternately until a single Arbitrator remains. If the Arbitrator selected cannot serve, the AAA shall provide another panel and the same striking procedure shall be utilized. The Arbitrator shall be requested to set a hearing as soon as possible in Indianapolis. The AAA's Commercial Arbitration Rules shall apply, except that discovery shall be available under the Federal Rules of Civil Procedure for the Southern District of Indiana. The parties shall share equally in the cost of arbitration, provided that the Arbitrator may award arbitrator's fees and attorneys' fees to either party as the Arbitrator deems appropriate. The scope of the Arbitrator's award shall be limited as expressly set forth elsewhere herein or, if not limited elsewhere, shall be limited to the matter in dispute and to counterclaims relating directly to the dispute. The Arbitrator shall be instructed to use best efforts to make a decision within twenty (20) days of the date of hearing, but otherwise as soon as possible. Either party may appeal a decision of the Arbitrator for a mistake of law or fact unless the matter in dispute is less than Fifty Thousand Dollars (\$50,000.00). The Arbitrator shall, at the request of either party, include in the award findings of fact and conclusions of law of the type which would be required under Rule 52 of the Federal Rules of Civil Procedure. The Arbitrator shall not be empowered to award equitable relief or damages (other than as expressly stated with respect to arbitrator's fees and attorneys' fees). Until the parties resort to litigation as allowed hereunder, the parties shall keep the dispute and the arbitration private and confidential to the extent reasonably practicable and allowable by law.

### SECTION 33. TERMINATION OF EARLY OCCUPANCY AGREEMENT.

The Agreement For Partial Occupancy of Conseco Fieldhouse dated September 8, 1999 was terminated effective November 1, 1999 and is of no further force or effect.

### SECTION 34. THIRD PARTY BENEFICIARIES.

The holders of PBLLC Membership Interests shall be deemed third party beneficiaries to this Agreement with respect to their rights under Section 11 hereof for so long as they hold PBLLC Interests, provided that such status shall not increase any rights or diminish any obligations of such holders between such holders and PBLLC, MH Holdings, Inc. and/or the Herbert Simon Trust.

SECTION 35. CONFIDENTIALITY; PUBLIC STATEMENTS. Subject to applicable law, CIB shall not disclose any proprietary and confidential information of any PB Party, Fever Basketball, LLC or any other PBLLC Affiliate. Prior to releasing any public statements

regarding the execution of this Agreement, CIB and PBLLC shall mutually agree upon the content of any such statement.

SECTION 36. CHOICE OF LAW; VENUE; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without reference to any choice of law principles or rules. Subject to Section 32 hereof, the parties hereby consent to the personal jurisdiction of the state and federal courts sitting in the State of Indiana for purposes of any dispute arising in connection with this Agreement or the Parking Agreement, provided that either party shall have the absolute right to change the venue of any proceeding filed in a court of the State of Indiana located in Marion County to an alternate venue, in accordance with the following procedure. Upon any party giving the opposing party notice of the exercise of its right to change the venue of the proceeding, the involved parties shall have three (3) days within which to mutually agree upon the county to which venue shall be changed. If no such agreement is reached within such three (3) day period, the parties shall within the next fourteen (14) days alternatively strike off the names of the following counties: Allen, Boone, Hamilton, Hendricks, Hancock, Johnson, Morgan, Monroe, Shelby, Tippecanoe and Vanderburgh Counties of the State of Indiana. The party which exercised the right to change the venue shall strike first, and the action shall be sent to the county remaining not stricken under such procedure. The parties hereby waive any right they may have to assert the doctrine of *forum non conveniens* or to otherwise object to venue or a motion to change venue permitted by this Section 36. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PARKING AGREEMENT.

SECTION 37. SUBJECT TO NBA RULES. This Agreement is subject to the NBA Rules and approval by the NBA. If there is a conflict between the provisions of this Agreement and the NBA Rules in effect at any time during the Term, the NBA Rules shall govern and control. Notwithstanding the foregoing, this Agreement shall not be subject to, or be deemed modified by, any of the NBA Rules that have the result of: (i) modifying the Term; (ii) terminating or modifying PBLLC's obligations under Section 4(b) with respect to Home Basketball Games (for the avoidance of doubt, however, such obligations shall be subject to and may be modified by the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA as provided in Section 4(b)); (iii) increasing the \$50,000 cap per NBA Season on CIB's obligations under the last paragraph of Section 7(a); (iv) terminating or modifying the Right of First Refusal (for the avoidance of doubt, however, any sale pursuant to the Right of First Refusal shall be subject to approval by the NBA and the NBA Rules then in effect regarding the sale of such assets or interests generally, provided that the application of such rules shall not eliminate the Right of First Refusal or diminish the timeframes afforded to the CIB in connection therewith, it being understood however by all parties that the NBA has the ultimate right, in its absolute discretion through the NBA's transfer rules, policies and procedures, to approve or disapprove any Nominee and the form of any purchase agreement to be entered into by any Nominee and that any proposed transfer and any transferee(s) must otherwise comply with all NBA Rules applicable to such transfer or transferee(s)); (v) terminating or modifying the rights and obligations of the parties under Section 28; (vi) terminating or modifying the Right of First Offer (for the avoidance of doubt, however, any sale

pursuant to the Right of First Offer shall be subject to approval by the NBA and the NBA Rules then in effect regarding the sale of such assets or interests generally, provided that the application of such rules shall not eliminate the Right of First Offer or diminish the timeframes afforded to the CIB in connection therewith, it being understood however by all parties that the NBA has the ultimate right, in its absolute discretion through the NBA's transfer rules, policies and procedures, to approve or disapprove any Nominee and the form of any purchase agreement to be entered into by any Nominee and that any proposed transfer and any transferee(s) must otherwise comply with all NBA Rules applicable to such transfer or transferee(s)); (vii) terminating or modifying any requirement of Manager herein to repay the Aggregate Advance Amount, the Operating Loans and/or the Basketball Capital Improvement Reimbursement Amount; (viii) terminating or modifying the remedies of any party as set forth in Section 13(b) or Section 13(d) with respect to any Event of Default under Sections 4(b), 11(e), 28, 29(c) or 29(d); or (ix) giving Manager or PBLLC the right to terminate this Agreement for reasons not set forth herein or creating remedies in favor of Manager or PBLLC not set forth herein. Manager agrees to use reasonable efforts, upon CIB's request, including seeking waivers, deferrals or relief from the NBA, but not including the expenditure of money, to minimize any losses incurred by CIB and any additional costs necessary for CIB to satisfy its obligations under this Agreement, all as a result of the promulgation or modification of the NBA Rules after the Execution Date. Manager and PBLLC hereby represent to CIB that, to Manager's and PBLLC's Actual Knowledge, there is no material conflict between the provisions of this Agreement and the NBA Rules in effect on the Execution Date. If Manager and/or PBLLC gain Actual Knowledge of any such material conflict as a result of the promulgation or modification of the NBA Rules after the Execution Date, Manager and/or PBLLC shall give prompt notice of such conflict to CIB, which notice shall be accompanied by the text of the modification or supplement or, if Manager and/or PBLLC is/are precluded by the NBA from disclosing such text, a summary thereof.

SECTION 38. NBA APPROVAL. The parties acknowledge that this Agreement is subject to approval by the NBA and shall not be deemed effective until such approval has been obtained. Promptly following execution of this Agreement, PBLLC shall submit a request to the NBA for such approval and shall diligently pursue such approval. Upon receipt of approval by the NBA, PBLLC shall promptly provide CIB notice thereof along with a copy of such approval (the "**NBA Approval Notification**"). If approval by the NBA is not obtained within thirty (30) days of the Execution Date, this Agreement shall be deemed null and void and the Fieldhouse Complex Documents shall continue in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the Execution Date to be effective, subject to Section 38 hereof, as of the Effective Date.

THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

PACERS BASKETBALL, LLC

By: \_\_\_\_\_

Herbert Simon, Manager

PBLEASING, LLC

By: \_\_\_\_\_

Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By: \_\_\_\_\_

Herbert Simon, Manager

The Herbert Simon Trust hereby joins in the execution of this Agreement for the sole purpose of agreeing to the provisions affecting the Herbert Simon Trust contained in Section 11 hereof and shall have no liabilities, responsibilities or obligations hereunder, except for those specifically set forth in Section 11 hereof.

THE HERBERT SIMON REVOCABLE TRUST  
under agreement dated February 24, 2011

By: \_\_\_\_\_  
Herbert Simon, Trustee

Herbert Simon, in his individual capacity, hereby joins in the execution of this Agreement for the sole purpose of acknowledging that he has no objection to this Agreement and is no longer a party to this Agreement.

\_\_\_\_\_  
Herbert Simon

## EXHIBIT A

### Defined Terms

"AAA" shall have the meaning set forth in Section 32.

"Acceptable Offer" shall have the meaning set forth in Section 11(e).

"Actual Knowledge" means, as to a particular person, any matter of which that person is actually aware. As to Manager, it means any matter of which a Senior Management Representative of Manager is actually aware.

"ADA" means the Americans with Disabilities Act.

"Affiliated Projects" means the acquisition of the land for and the design and construction of the parking garage connectors between the Virginia Avenue Parking Garage and the Fieldhouse Complex, and other improvements in the vicinity of, but not on the Real Estate.

"Aggregate Advance Amount" shall have the meaning set forth in Section 5(b).

"Aggregate Refresh Budget" shall have the meaning set forth in Section 7(g).

"Agreement" shall have the meaning set forth in the preamble.

"Annual Refresh Budget" shall have the meaning set forth in Section 7(g).

"Appraised Value" shall have the meaning set forth in Section 29(c)(iv).

"Approved Alteration Amount" means One Million Dollars (\$1,000,000.00) as of January 1, 2014, but shall be adjusted annually in accordance with the CPI Percentage Adjustment.

"Arbitration Procedure" means the procedure for resolving disputes set forth in Section 32(b).

"Arbitrator" means the person selected to decide a dispute pursuant to the Arbitration Procedure.

"Basketball Capital Improvement Reimbursement Amount" means the amount determined pursuant to Exhibit L.

"Business Day" shall mean any day of the year other than (i) any Saturday or Sunday or (ii) any other day on which banks located in Indianapolis generally are closed for business.

"Casualties" shall have the meaning set forth in Section 8(a)(i).

"Championship Events" means championship level events with significant benefit to the City of Indianapolis, such as, but not limited to, the World Basketball Championships, post

season Big Ten basketball tournaments, World Gymnastics Championships and NCAA basketball tournaments.

"Change Order(s)" means those written Construction Change directives, if any, resulting in changes to the CIB Construction Plans that were approved by CIB and PBC.

"CIB" shall have the meaning set forth in the Preamble.

"CIB Affiliate" means:

- (a) MCCRFA;
- (b) the board members, officers, employees, consultants or agents of CIB or MCCRFA; and
- (c) any limited liability company, partnership, corporation or other entity in which CIB or MCCRFA, a wholly-owned or partially-owned but controlled subsidiary of CIB or MCCRFA, any of the board members, officers, employees, consultants or agents of CIB or MCCRFA, members of the families of CIB or MCCRFA or any of the board members, officers, employees, consultants or agents of CIB or MCCRFA, or a trustee for the benefit of any of them, or some, any or all of them, directly or indirectly, who own an interest, either singly or in the aggregate, sufficient to effectively control such entity.

"CIB Construction Plans" means the scope of work for the Fieldhouse Complex as evidenced by the 100% construction drawings, specifications referred to on Schedule 1, as such items may have been amended from time to time by Change Orders.

"CIB Default" shall have the meaning set forth in Section 13(c).

"CIB Indemnified Parties" mean CIB, any CIB Affiliate and any of their attorneys, agents, employees, mortgagees, successors and assigns, and their respective partners, directors, shareholders, members, officers, agents and employees.

"CIB Maintenance Notice" shall have the meaning set forth in Section 7(d).

"CIB Operating Expense Items" shall have the meaning set forth in Section 7(f).

"Codes" means all local, state and federal codes, laws, ordinances, regulations or rulings applicable to the design or construction of the Fieldhouse Complex, including the ADA.

"Commencement Date" means November 1, 1999.

"Construction Manager" means Huber, Hunt & Nichols/Smoot, a joint venture; as to the Fieldhouse Complex and the entities identified from time to time by CIB as to the Affiliated Projects.



"Consumer Price Index" means the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor, or a similar index agreed to by the parties if such index no longer is available.

"CPI Percentage Adjustment" means a percentage, the numerator of which shall be the Consumer Price Index for the calendar month in which the determination is being made, and the denominator of which shall be the Consumer Price Index for June, 2000.

"Discriminatory Taxes" shall have the meaning set forth in Section 9(b).

"Earnest Money Payment" shall have the meaning set forth in Section 11(e) or Section 29(d), as applicable.

"Economic Value" means cash or, if not cash, the fair market value to PBLLC or the members of PBLLC to any Acceptable Offer to buy PBLLC Assets or PBLLC Membership Interests based on the monetary and other terms of the Acceptable Offer.

"Effective Date" means January 1, 2014.

"Elevated Lot" shall have the meaning set forth in the recitals to the Parking Agreement.

"Environmental Activity or Condition" means the presence, use, generation, manufacture, production, processing, storage, release, threatened release, discharge, disposal, treatment or transportation of any Hazardous Material on, onto, in, under, over or from the Real Estate or the violation of Environmental Laws because of such condition of, or activity on, the Real Estate.

"Environmental Disclosure Memorandum" means the Memorandum from L. Kane to M. Solada dated November 22, 1999 and attached as Schedule 2.

"Environmental Laws" means any federal, state or local law, common law decision, court decision or administrative decision, ordinance, regulation, rule, court order or decree, or administrative order, policy or guideline concerning action levels of a governmental authority relating to the environment, public health, any Hazardous Material or any Environmental Activity or Condition on, under or about the Real Estate, in effect from time to time, including, but not limited to (i) the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); (ii) the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.); (iii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.); (iv) the federal Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); or (v) Title 13 of the Indiana Code.

"Event of Default" shall have the meaning set forth in Section 13(a).

"Execution Date" shall have the meaning set forth in the Recitals.

"Extended Term(s)" shall have the meaning set forth in Section 2.

"Extension Option" shall have the meaning set forth in Section 2.

"FF&E Package" means those certain furnishings, fixtures and equipment to be installed in or attached to the Fieldhouse Complex.

"Fieldhouse" means the multi-sports and events arena constructed by CIB as part of the Fieldhouse Complex and known as Banker's Life Fieldhouse.

"Fieldhouse Complex" means:

- (a) the Fieldhouse and related improvements constructed by CIB on the Real Estate in accordance with the CIB Construction Plans;
- (b) the Owner's Portion of the FF&E Package; and
- (c) the Plaza areas south of Chesapeake Street along Pennsylvania Street and Delaware Street as depicted on Schedule 3.

"Fieldhouse Complex Documents" shall have the meaning set forth in the Recitals.

"Fieldhouse Events" mean all sporting, entertainment, exhibition, performance and other events occurring at the Fieldhouse Complex, including but not limited to Home Basketball Games.

"Financial Agreement" shall have the meaning set forth in the Recitals.

"Financing Assistance Notice" shall have the meaning set forth in Section 29(c).

"Financing Deadline" shall have the meaning set forth in Section 29(c).

"First Amendment" shall have the meaning set forth in the Recitals.

"First-Class Arena Facilities" means multi-purpose fieldhouses or arenas placed in service in 1999 or thereafter in media markets at least as large as Indianapolis that serve as the home venues of NBA men's basketball team franchises.

"Force Majeure" means any delay or failure by any party to this Agreement in the performance of any non-monetary obligations due to causes beyond its control (other than lack of funds), including but not limited to, acts of God or of the public enemy, legal proceedings brought by a non-party to this Agreement with respect to the subject matter thereof, fires, floods, epidemics, quarantine, restrictions, strikes, lockouts, labor disputes, material shortages, dissolution of the NBA, suspension of NBA league play, freight embargoes, unusually severe weather impacting or preventing the conduct of a Home Basketball Game, or the delay by the other party thereto in the performance of its obligations under this Agreement that cause another party delay in the performance of its obligations. In the event of any Force Majeure, the time for performance of said obligations shall be extended for the period of the Force Majeure event. As to a Home Basketball Game, the term means that those circumstances exist such that there is no other safe and reasonable option except to postpone such game, provided that such game shall be rescheduled as soon as reasonably possible after the cessation of those circumstances and provided further, that all decisions on postponement or rescheduling shall be subject to the rules,

regulations and determinations of the NBA. The party seeking the benefit of this Force Majeure provision shall, within ten (10) Business Days after such party becomes aware that it has been adversely affected by any Force Majeure event, notify the other party in writing of the causes thereof and request an extension for the period of the Force Majeure event.

"Gestures" shall have the meaning set forth in 8(e).

"Hazardous Material" means any hazardous or toxic material, substance, pollutant, contaminate or waste, or similar terms defined by or regulated as such under any Environmental Laws, petroleum, gasoline and their constituent parts, polychlorinated biphenyls, asbestos and related chemicals, heavy metals and radioactive material, provided that if any such material may legally be present at the Real Estate below certain concentrations in the soil or the groundwater as established by any Environmental Laws without the requirement for remediation, then such material shall not be considered a Hazardous Material if it is present in the soil or groundwater only at concentrations below such levels.

"Herbert Simon" means Herbert Simon, individually.

"Herbert Simon Trust" means the Herbert Simon Revocable Trust under agreement dated February 24, 2011, as amended, modified or restated from time to time.

"Home Basketball Games" mean those NBA regular season and playoff games of the Indiana Pacers that are not designated by the NBA as a home game for the opponent.

"ICC Complex" shall have the meaning set forth in Section 21.

"Indiana Pacers" means the NBA franchised team of that name owned and operated by PBLLC.

"Initial Term" shall have the meaning set forth in Section 2.

"ISC" means the Indiana Sports Corporation.

"Lucas Oil Stadium" means the multi-purpose stadium located in downtown, Indianapolis currently referred to as Lucas Oil Stadium.

"Major Repairs" means those repairs that would be Minor Repairs but for the fact that Manager has exceeded the cost threshold in the definition of Minor Repairs.

"Major Systems" means those systems and components in the Fieldhouse Complex listed on Schedule 4.

"Manager" means Fieldhouse Management, LLC, an Indiana limited liability company.

"Manager Maintenance Notice" shall have the meaning set forth in Section 7(c).

"Market Professional Criteria For Selection" means the criteria for selection of Market Professionals set forth on Schedule 5.

"Market Professionals" mean the persons or parties mutually selected by Manager and CIB (or selected by the Arbitration Procedure if the parties cannot agree) to make certain determinations and resolve certain controversies arising under this Agreement, which persons must be selected with reference to the Market Professional Criteria for Selection.

"Market Square Arena" means the Market Square Arena sports arena formerly located at 300 East Market Street in downtown Indianapolis, Indiana.

"Market Square Arena Operating Agreement" means the Operating Agreement by and between CIB, Arena Management, Inc., and PBC, dated March 17, 1986, as it may have been amended.

"Maturity Event" shall have the meaning set forth in Section 29(c).

"MCCRFA" shall have the meaning set forth in the Preamble.

"MCCRFA Lease" shall have the meaning set forth in Section 14(a).

"Media Rights" shall mean the following rights: (i) with respect to radio, television, cable, satellite transmission, pay-per-view, wireless networks, telephone, cellular, internet, electrical power lines, data transmission lines, world wide web (including video streaming), social media, personal digital devices and any and all other communications media or methods, whether presently existing or hereafter developed, the exclusive right to broadcast, transmit, retransmit, disseminate or otherwise reproduce through any method all or any part of all Fieldhouse Events and all activities and information related thereto (which activities shall for all purposes of this definition include pre-game, half-time and post-game features and/or events and any and all visual, oral, data, digital and analog communications relating thereto); (ii) a non-exclusive, royalty-free license to use the name, likeness and historical material of the Fieldhouse; (iii) the exclusive right of electronic insertion and deletion with respect to the broadcast, transmission, retransmission or other dissemination of Fieldhouse Events and all activities and information related thereto; (iv) the exclusive right to photograph, film, televise, tape, radio broadcast and record in analog, digital or other forms of recording, whether presently existing or hereafter developed, Fieldhouse Events, information and related activities; and (v) the right to license to other parties all rights described in clauses (i) through (iv).

"Minor Repairs" means (a) all repairs to, and replacements of, the Owner's Portion of the FF&E Package and (b) those (i) repairs to any of the Major Systems or the listed components or parts thereof, (ii) repairs or replacements of unlisted components of any of the Major Systems or (iii) replacements of parts in (but not the whole of) the listed components of the Major Systems that do not in the aggregate in any one fiscal year of Manager for items (i), (ii) and (iii), cost in excess of Fifty Thousand Dollars (\$50,000), provided that such sum shall be adjusted by the CPI Percentage Adjustment as of the first calendar month of every fiscal year of Manager. The costs associated with any repair or replacement shall include the applicable parts, supplies, tool rental, disposable items, disposal fees, wages, salaries, benefits and related items to the extent directly allocable to Manager's obligations.

"Municipal Purposes" shall have the meaning set forth in the Recitals.

"Municipal Purposes Plan" shall have the meaning set forth in Section 4(a).

"Mutual Extension Options" shall have the meaning set forth in Section 2.

"NBA" means the National Basketball Association or any successor or replacement professional basketball league.

"NBA Approval Notification" shall have the meaning set forth in Section 38.

"NBA Letter" means the letter from the NBA dated October 30, 1997 as supplemented by the letter from the NBA dated December 10, 1997 indicating that the NBA Reviewed Plans comply with the NBA Standards.

"NBA Rules" means the Constitution and By-Laws and all rules, regulations, policies and agreements of the NBA and its affiliated entities as they presently exist or as they may, from time to time, be entered into, amended or adopted.

"NBA Reviewed Plans" means:

- (i) "Design Development Drawings" prepared by Ellerbe Becket dated August 1, 1997.
- (ii) "TV Camera Plan" - SKC #306 prepared by Ellerbe Becket dated October 28, 1997.
- (iii) "Sections @ TV Cameras" - SKC #307 prepared by Ellerbe Becket dated October 28, 1997.
- (iv) "Press Plan-Basketball" - SKC #308 prepared by Ellerbe Becket dated October 28, 1997.
- (v) "Event Floor Plan-NBA Areas" - SKC #309 prepared by Ellerbe Becket dated October 28, 1997.

"NBA Season" means a period commencing on the date of the first regular season game of the Indiana Pacers and ending on the date of the last regular season or playoff game of the Indiana Pacers, whichever is later.

"NBA Standards" mean all applicable NBA requirements, regulations and standards as of the date of the NBA Letter for construction of the Fieldhouse Complex.

"Nominee" shall have the meaning set forth in Section 11(e).

"Non-Affiliate" means any party that is not a PBLLC Affiliate or CIB Affiliate, respectively.

"Non-recourse Financing" shall have the meaning set forth in Section 29(c).

"Normal and Routine Maintenance" means daily routine and preventive maintenance of all portions of the Fieldhouse Complex, including (i) repairs and replacements to the building exterior envelope constituting part of the Structural, Building Exterior and Roof Components that cost less than the specified annual and aggregate thresholds set forth in the Building Exterior

component of the definition of Structural, Building Exterior and Roof Components, (ii) inspections and scheduled maintenance to maintain all warranties on equipment, components or systems and (iii) regularly scheduled preventive maintenance programs. By way of example and not limitation, the term includes floor buffing, carpet cleaning, replacement of the carpet in specific areas due to wear and tear or damage and isolated bulb replacement.

"Notice of Intention to Terminate" shall have the meaning set forth in Section 29(c).

"Notice of Termination of Negotiations" shall have the meaning set forth in Section 29(c).

"Operating Expense Reimbursements" shall have the meaning set forth in Section 7(e).

"Operating Loans" shall have the meaning set forth in Section 5(b).

"Operator's Portion of the FF&E Package" shall mean all equipment, personal and trade fixtures brought upon, used at or used in connection with, the Fieldhouse Complex, by PBLLC or Manager.

"Original Operating Agreement" shall have the meaning set forth in the Recitals.

"Owner's Portion of the FF&E Package" means the portion of the FF&E Package (and components thereof) set forth on Schedule 6.

"Parking Agreement" shall have the meaning set forth in the Recitals.

"Parking Facilities" mean the Virginia Avenue Parking Garage, the Elevated Lot and, if applicable, the Replacement Parking Facility and/or the Temporary Parking Spaces.

"Parking Manager" shall have the meaning set forth in the Parking Agreement.

"Parking Revenue Pool" shall have the meaning set forth in the Parking Agreement.

"PBLEasing" means PBLeasing LLC, an Indiana limited liability company.

"PB Parties" means PBLLC, PBLeasing, Manager and the Herbert Simon Trust (or any subsequent holder of PBLLC Membership Interests).

"PBC" means Pacers Basketball Corporation, now known as Pacers Basketball, LLC as a result of the entity conversion of Pacers Basketball Corporation into Pacers Basketball, LLC.

"PBLLC" means Pacers Basketball, LLC, an Indiana limited liability company.

"PBLLC Affiliate" means:

- (a) any entity or person holding any direct or indirect equity, ownership, or beneficial interest in PBLLC, or any entity controlling, controlled by, or under common control with PBLLC (a "Primary Affiliate");

- (b) any entity or person holding any direct or indirect equity, ownership, or beneficial interest in a Primary Affiliate, or any entity controlling, controlled by, or under common control with a Primary Affiliate (a "Secondary Affiliate");
- (e) any manager, member, principal, or employee of PBLLC or of any Primary Affiliate or Secondary Affiliate (a "Employed Affiliate"); and
- (d) any spouse, parent, child, or other relative by blood, adoption, or marriage of any Primary Affiliate, Secondary Affiliate, or Employed Affiliate. The terms "control", "controlling" or "controlled" with respect to any entity or party, means exclusive possession, directly or indirectly, of the power to direct or to cause the direction of the management and policies of such entity or party, whether through the ownership of voting securities or partnership interests, or by contract or otherwise.

"PBLLC Assets" shall have the meaning set forth in Section 11(a).

"PBLLC Indemnified Parties" mean PBLLC, Manager, PBLeasing and any PBLLC Affiliate and their respective Sponsors, attorneys, affiliates, mortgagees, successors and assigns, and the direct or indirect partners, directors, shareholders, members, managers, officers, agents and employees of any of the foregoing.

"PBLLC Membership Interest Transferor" shall have the meaning set forth in Section 11(e).

"PBLLC Membership Interests" means the outstanding membership interests of PBLLC, from time to time.

"Permitted Encumbrances" means those matters listed on Schedule 7.

"Prevailing Rate Payment" means the price for the purchase or hiring of labor, services, goods, supplies, materials, or equipment resulting from arms-length transactions with qualified vendors who provide or furnish such labor, services, goods, supplies, materials, or equipment.

"Purchase Agreement" shall have the meaning set forth in Section 11(e) or Section 29(c), as applicable.

"Real Estate" means that certain real estate generally located at Pennsylvania and Chesapeake Streets in Marion County, Indiana, and more particularly described on Schedule 8.

"Refresh Improvements" shall have the meaning set forth in Section 7(g).

"Replacement Threshold" shall have the meaning set forth in Section 7(a).

"Replacement Parking Facility" shall have the meaning set forth in the Parking Agreement.

"Reserved Parking Spaces" mean the covered parking spaces granted by CIB to Manager in accordance with Section 1(b).

"Review Committee" shall have the meaning set forth in Section 32(a).

"Right of First Offer" shall have the meaning set forth in Section 29(c).

"Right of First Refusal" shall have the meaning set forth in Section 11(e).

"Scheduled Capital Repairs and Replacements" shall have the meaning set forth in Section 7(a)(v).

"Second Amendment" shall have the meaning set forth in the Recitals.

"Senior Management Representative" means Steven H. Simon or the Chief Operating Officer or Chief Financial Officer of PBLLC with respect to PBLLC or Manager and the President of CIB with respect to CIB.

"Simon Affiliates" mean any entity which is more than fifty percent (50%) owned, directly or indirectly, by Herbert Simon, or is controlled by Herbert Simon. For the purposes of this paragraph, the term "control" means exclusive possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or partnership interests, or by contract or otherwise.

"Simon Family Affiliates" mean Herbert Simon, his spouse, lineal descendants and any trust created and maintained solely for the benefit of Herbert Simon, his spouse and/or lineal descendants.

"Sponsor" means a person or entity that enters into an agreement with any PB Party to be a sponsor for any element of the Fieldhouse Complex or any PB Party's business at the Fieldhouse Complex, such as a naming rights sponsor, building partner sponsor, or official product provider, purchaser of advertising media or any related agreement.

"Staff Parking Spaces" shall have the meaning set forth in Section 1(b).

"Structural, Building Exterior and Roof Components" mean the entire structural system, the entire building exterior envelope and the entire roof system and all necessary structural supports for each including, but not limited to, those items described on Schedule 9.

"Substantial Portion of PBLLC's Assets" means the portion of PBLLC Assets intended to be transferred, which, when considered with other PBLLC Assets previously transferred or to be transferred in a planned, coordinated or related series of transactions, constitutes such a significant body of assets that their absence would be substantially detrimental to PBLLC's ability to conduct the business of playing Home Basketball Games at the Fieldhouse Complex in a manner consistent with NBA Standards or otherwise operate in the Fieldhouse Complex in the manner of other First-Class Arena Facilities.

"Submission Notice" shall have the meaning set forth in Section 32(a).



"Temporary Parking Spaces" shall have the meaning set forth in the Parking Agreement.

"Term" shall have the meaning set forth in Section 2.

"Understanding of Defined Terms" shall have the meaning set forth in the Recitals.

"Unilateral Extension Option" shall have the meaning set forth in Section 2.

"Video/Sound System" shall have the meaning set forth in Section 1(c).

"Video/Sound System License Fee" shall have the meaning set forth in Section 1(c).

"Video/Sound System Termination Fee" shall have the meaning set forth in Section 1(c).

"Virginia Avenue Parking Garage" shall have the meaning set forth in the recitals to the Parking Agreement.

**SCHEDULE 1**

CIB Construction Plans

[attached]

**SECTION 00003  
PROJECT MANUAL - TABLE OF CONTENTS**

(CIB Construction Plans)

This table of contents is provided to HHN as a convenience in identifying technical specification sections necessary for bidding purposes of the contract documents issued via partial construction issues. The section titles and numbers shown bolded are to be issued with the drawings dated 02/15/99. The sections that are issued or revised with a 02/15/99 date are attached. The balance of the sections have been delivered for previous partial construction issues and have not been revised and therefore not re-issued.

**INTRODUCTORY INFORMATION**

|       |   |          |          |
|-------|---|----------|----------|
|       | <b>Project Manual Cover</b>               |          |          |
| 00002 | Certification Page (permit set only)      |          |          |
| 00003 | <b>Project Manual - Table of Contents</b> | Revised  | 02/15/99 |
| 00004 | <b>Drawing Log</b>                        | Revised  | 02/15/99 |
| 00005 | Key Notes                                 | Revised  | 04/15/98 |
| 00006 | Finish Schedule                           | Issued   | 04/15/98 |
| 00007 | Door and Frame Schedule                   | Reissued | 03/20/98 |
|       | FF&E Master ID List                       | Revised  | 12/23/98 |
|       | FF&E Product Data Sheets                  | Revised  | 12/23/98 |
|       | FF&E Quantity and Unit Price List         | Revised  | 12/23/98 |

**BIDDING REQUIREMENTS**

Provided by HHN

**CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT**

Provided by HHN

**DIVISION 1 - GENERAL REQUIREMENTS**

|       |  |         |          |
|-------|--|---------|----------|
| 01010 | <b>Summary of Work</b>                   | HHN     |          |
| 01020 | <b>Allowances</b>                        | HHN     |          |
| 01026 | <b>Unit Prices</b>                       | HHN     |          |
| 01030 | <b>Alternates</b>                        | HHN     |          |
| 01035 | <b>Modification Procedures</b>           | Issued  | 05/28/97 |
| 01036 | <b>Request For Information Form</b>      | Revised | 04/15/98 |
| 01040 | <b>Project Coordination</b>              | HHN     |          |
| 01045 | <b>Cutting and Patching</b>              | HHN     |          |
| 01050 | <b>Field Engineering</b>                 | HHN     |          |
| 01060 | <b>Regulatory Requirements</b>           | Revised | 12/03/97 |
| 01065 | <b>Special Design Requirements</b>       | Revised | 08/18/98 |
| 01200 | <b>Project Meetings</b>                  | HHN     |          |
| 01300 | <b>Submittals</b>                        | Issued  | 05/28/97 |
| 01301 | <b>Submittal Transmittal Form</b>        | Issued  | 05/28/97 |
| 01310 | <b>CPM Schedules</b>                     | HHN     |          |
| 01400 | <b>Quality Control</b>                   | Revised | 01/15/98 |
| 01402 | <b>Structural Quality Control</b>        | Issued  | 05/28/97 |
| 01510 | <b>Temporary Utilities</b>               | HHN     |          |
| 01516 | <b>Temporary Sanitary Facilities</b>     | HHN     |          |
| 01518 | <b>Temporary Fire Protection</b>         | HHN     |          |
| 01520 | <b>Construction Facilities</b>           | HHN     |          |
| 01521 | <b>Field Offices and Sheds</b>           | HHN     |          |
| 01526 | <b>Rubbish Container</b>                 | HHN     |          |
| 01546 | <b>Environmental Protection</b>          | HHN     |          |
| 01562 | <b>Dust Control</b>                      | HHN     |          |
| 01570 | <b>Temporary Controls</b>                | HHN     |          |
| 01585 | <b>Project Identification</b>            | HHN     |          |
| 01600 | <b>Material and Equipment</b>            | Issued  | 05/28/97 |
| 01620 | <b>Storage and Protection</b>            | HHN     |          |
| 01630 | <b>Product Options and Substitutions</b> | Issued  | 05/28/97 |

|       |                                 |        |          |
|-------|---------------------------------|--------|----------|
| 01631 | Substitution Request Form       | Issued | 05/28/97 |
| 01700 | Contract Close Out              | HHN    |          |
| 01715 | Final Cleaning                  | HHN    |          |
| 01780 | Project Record Documents        | HHN    |          |
| 01785 | Operations and Maintenance Data | HHN    |          |
| 01787 | Warranties                      | HHN    |          |

**DIVISION 2 - SITE WORK**

|       |   |         |          |
|-------|---|---------|----------|
| 02000 | Sitework  | Revised | 01/15/98 |
| 02001 | Permits and Approvals   | Revised | 10/23/97 |
| 02010 | Subsurface Investigation  | Revised | 01/15/98 |
| 02060 | Building Demolition   | Issued  | 05/28/97 |
| 02070 | Site Removal Items  | Revised | 01/15/98 |
| 02100 | Clearing  | Issued  | 05/28/97 |
| 02160 | Excavation Support System   | Issued  | 05/28/97 |
| 02200 | Earthwork   | Revised | 01/15/98 |
| 02221 | Trenching and Backfill for Utilities  | Revised | 01/15/98 |
| 02270 | Erosion and Sediment Control  | Revised | 10/23/97 |
| 02273 | Modular Concrete Retaining Wall System                                      | Issued  | 05/22/98 |
| 02400 | Storm Drainage  | Revised | 01/15/98 |
| 02513 | Asphaltic Concrete Paving   | Revised | 01/15/98 |
| 02515 | Unit Pavers   | Issued  | 05/22/98 |
| 02580 | Temporary Traffic Control   | Revised | 01/15/98 |
| 02585 | Traffic Signal Modifications  | Issued  | 05/28/97 |
| 02590 | Temporary Signage   | Issued  | 05/28/97 |
| 02595 | Temporary Concrete Barrier  | Issued  | 05/28/97 |
| 02601 | Structures and Manholes   | Revised | 01/15/98 |
| 02620 | Concrete Curing Materials and Admixtures for<br>Concrete Curbs and Sidewalk | Issued  | 05/28/97 |
| 02621 | Joint Materials for Concrete Sidewalk and Curbs                             | Issued  | 05/28/97 |
| 02622 | Concrete Curbs  | Issued  | 05/28/97 |
| 02630 | Concrete Sidewalk   | Issued  | 05/28/97 |
| 02710 | Fence   | Issued  | 05/28/97 |
| 02713 | Water Distribution System   | Revised | 02/16/98 |
| 02715 | Subdrainage System  | Issued  | 05/28/97 |
| 02722 | Storm Sewers  | Issued  | 01/15/98 |
| 02870 | Site Furnishings  | Issued  | 05/22/98 |

**DIVISION 3 - CONCRETE**

|       |                                |         |          |
|-------|--------------------------------|---------|----------|
| 03100 | Concrete Formwork              | Revised | 11/04/97 |
| 03200 | Concrete Reinforcement         | Revised | 11/04/97 |
| 03300 | Cast-In-Place Concrete         | Revised | 11/04/97 |
| 03310 | Lightweight Concrete           | Issued  | 05/22/98 |
| 03301 | Bridge Concrete                | Issued  | 05/28/97 |
| 03330 | Architectural Concrete         | Issued  | 11/04/97 |
| 03450 | Architectural Precast Concrete | Revised | 05/22/98 |
| 03490 | Precast Concrete Seating Units | Issued  | 01/29/98 |
| 03511 | Flowable Concrete              | Revised | 01/15/98 |

**DIVISION 4 - MASONRY**

|       |              |         |          |
|-------|--------------|---------|----------|
| 04200 | Unit Masonry | Revised | 05/22/98 |
| 04420 | Cut Stone    | Issued  | 05/22/98 |

**DIVISION 5 - METALS**

|       |                                      |         |          |
|-------|--------------------------------------|---------|----------|
| 05030 | Shop Preparation and Primer Painting | Revised | 02/06/98 |
| 05080 | Factory Applied Metal Coatings       | Issued  | 12/09/97 |
| 05101 | Bridge Steel                         | Issued  | 05/28/97 |
| 05120 | Structural Steel                     | Revised | 01/05/98 |

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9605-063

|       |   |          |          |
|-------|---|----------|----------|
| 05122 | Straight Beam Ultrasonic Examination of Steel Rolled Shapes | Issued   | 11/13/97 |
| 05210 | Steel Joists  | Issued   | 11/13/97 |
| 05215 | Pot Bearing Assemblies                                      | Issued   | 12/03/97 |
| 05314 | Composite Steel Floor Deck                                  | Issued   | 01/05/98 |
| 05316 | Steel Roof Deck   | Revised  | 01/05/98 |
| 05400 | Cold-Formed Metal Framing                                   | Revised  | 04/15/98 |
| 05500 | Metal Fabrications  | Reissued | 08/31/98 |
| 05510 | Metal Stairs  | Revised  | 12/15/97 |
| 05720 | Ornamental Railings   | Revised  | 05/22/98 |
| 05722 | Glass Railing System  | Issued   | 01/05/98 |
| 05730 | Ornamental Metal  | Revised  | 08/31/98 |
| 05810 | Expansion Joint Cover Assemblies                            | Issued   | 01/05/98 |

**DIVISION 6 - WOOD AND PLASTICS**

|       |                             |         |          |
|-------|-----------------------------|---------|----------|
| 06100 | Rough Carpentry             | Revised | 04/15/98 |
| 06230 | Interior Finish Carpentry   | Issued  | 05/22/98 |
| 06410 | Custom Casework             | Revised | 06/08/98 |
| 06415 | Broadcast Facility Casework | Issued  | 01/04/99 |

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

|       |  |         |          |
|-------|--|---------|----------|
| 07130 | Below Grade Waterproofing                | Revised | 11/04/97 |
| 07135 | Composite Sheet Membrane Waterproofing   | Revised | 05/22/98 |
| 07139 | Receptor Pan Waterproofing               | Issued  | 04/15/98 |
| 07190 | Water Repellents                         | Issued  | 04/15/98 |
| 07210 | Building Insulation                      | Revised | 05/22/98 |
| 07215 | Sprayed Cellulose Insulation System      | Issued  | 04/15/98 |
| 07420 | Prefinished Metal Siding                 | Issued  | 12/09/97 |
| 07421 | Composite Metal Building Panel           | Issued  | 12/09/97 |
| 07532 | Mechanically Attached Single Ply Roofing | Revised | 02/16/98 |
| 07534 | Mechanically Attached PVC Roofing System | Revised | 02/16/98 |
| 07600 | Flashing and Sheet Metal                 | Revised | 02/06/98 |
| 07610 | Sheet Metal roofing                      | Issued  | 05/22/98 |
| 07720 | Roof Accessories                         | Issued  | 01/05/98 |
| 07815 | Sprayed Fireproofing                     | Issued  | 01/05/98 |
| 07816 | Intumescent Mastic Fireproofing          | Issued  | 01/05/97 |
| 07840 | Firestopping                             | Revised | 02/23/98 |
| 07900 | Sealant                                  | Revised | 05/22/98 |

**DIVISION 8 - DOORS AND WINDOWS**

|       |                                     |         |          |
|-------|-------------------------------------|---------|----------|
| 08110 | Steel Doors and Frames              | Revised | 02/02/98 |
| 08120 | Aluminum Doors and Frames           | Revised | 01/12/98 |
| 08163 | Sliding Aluminum Framed Glass Doors | Issued  | 02/02/98 |
| 08211 | Wood Doors                          | Issued  | 02/02/98 |
| 08225 | Plastic Doors                       | Issued  | 02/02/98 |
| 08310 | Access Doors and Panels             | Issued  | 02/02/98 |
| 08314 | Sliding Fire Door Systems           | Revised | 04/10/98 |
| 08331 | Overhead Coiling Doors              | Issued  | 02/02/98 |
| 08336 | Overhead Coiling Counter Doors      | Issued  | 02/02/98 |
| 08342 | Coiling Grilles                     | Issued  | 02/02/98 |
| 08345 | Side Coiling Grilles                | Issued  | 02/02/98 |
| 08346 | Sound Control Door Assemblies       | Issued  | 06/01/98 |
| 08410 | Aluminum Entrances and Storefronts  | Revised | 02/02/98 |
| 08510 | Steel Windows                       | Issued  | 12/09/97 |
| 08650 | Pass Through Window Assemblies      | Issued  | 02/02/98 |
| 08710 | Hardware                            | Revised | 02/02/87 |
| 08721 | Swinging Door Power Operators       | Issued  | 12/09/97 |
| 08810 | Glass and Glazing                   | Revised | 12/18/98 |
| 08920 | Glazed Aluminum Curtain Walls       | Revised | 01/12/98 |

DIVISION 9 - FINISHES

|       |   |         |          |
|-------|---|---------|----------|
| 09215 | Veneer Plaster                            | Issued  | 04/15/98 |
| 09260 | Gypsum Board System                       | Revised | 08/07/98 |
| 09270 | Gypsum Board Shaftwall System             | Issued  | 04/15/98 |
| 09310 | Ceramic Tile                              | Issued  | 04/15/98 |
| 09440 | Plastic Matrix Terrazzo                   | Revised | 05/18/98 |
| 09510 | Acoustical Ceilings                       | Revised | 07/17/98 |
| 09530 | Acoustical Baffle Systems                 | Revised | 08/31/98 |
| 09547 | Metal Ceilings                            | Revised | 12/18/98 |
| 09640 | Wood Flooring                             | Issued  | 04/15/98 |
| 09644 | Wood Athletic Flooring Assemblies         | Issued  | 10/16/98 |
| 09680 | Carpet                                    | Issued  | 04/15/98 |
| 09710 | Acoustical Wall Treatment                 | Revised | 08/31/98 |
| 09720 | Wall Covering                             | Issued  | 04/15/98 |
| 09722 | Epoxy Ceramic Flooring                    | Revised | 05/18/98 |
| 09770 | Decorative Brick Facing                   | Issued  | 04/15/98 |
| 09775 | Sanitary Wall Panels                      | Revised | 07/17/98 |
| 09780 | Floor Treatment                           | Issued  | 01/29/98 |
| 09870 | High Performance Coatings                 | Revised | 04/15/98 |
| 09900 | Painting                                  | Issued  | 04/15/98 |
| 09946 | Decorative Polychromatic Particle Coating | Issued  | 04/15/98 |

DIVISION 10 - SPECIALITIES

|       |                                       |          |          |
|-------|---------------------------------------|----------|----------|
| 10110 | Tackboards and Markerboards           | Issued   | 02/01/99 |
| 10155 | Toilet Partitions                     | Issued   | 04/15/98 |
| 10190 | Cubicle Curtains                      | Issued   | 02/01/99 |
| 10210 | Metal Wall Louvers                    | Issued   | 02/01/98 |
| 10270 | Access Flooring                       | Issued   | 04/15/98 |
| 10430 | Electronic Signage                    | Issued   | 07/24/98 |
| 10450 | Pedestrian Control Equipment          | Revised  | 02/22/99 |
| 10435 | Stretched Fabric Signage              | Issued   | 09/08/98 |
| 10500 | Metal Lockers                         | Issued   | 05/22/98 |
| 10520 | Fire Protection Specialties           | Reissued | 03/04/98 |
| 10601 | Chain Link Partitions                 | Issued   | 04/15/98 |
| 10605 | Folding Steel Gates                   | Issued   | 08/07/98 |
| 10607 | Portable Folding Gates                | Issued   | 02/01/99 |
| 10652 | Folding Panel Partitions              | Issued   | 04/15/98 |
| 10810 | Toilet and Bath Accessories           | Issued   | 04/15/98 |
| 10811 | Alternate Toilet and Bath Accessories | Issued   | 05/18/98 |
| 10900 | Staff Uniforms                        | Issued   | 02/01/99 |

DIVISION 11 - EQUIPMENT

|       |  |         |          |
|-------|--|---------|----------|
| 11014 | Window Washing System                                    | Issued  | 01/29/98 |
| 11015 | Fall Protection System                                   | Issued  | 03/23/99 |
| 11060 | Scoreboard/ Boatswain's Chair Assembly Rigging Equipment | Issued  | 07/24/98 |
| 11061 | Speaker Rigging Equipment                                | Issued  | 07/24/98 |
| 11062 | Curtain Wall Rigging System                              | Issued  | 02/02/98 |
| 11063 | House Reduction Curtain Rigging System                   | Issued  | 02/02/98 |
| 11064 | Concert Curtain System                                   | Issued  | 02/02/98 |
| 11065 | Rigging Control System                                   | Issued  | 02/02/98 |
| 11070 | House Reduction and Blackout Curtains                    | Revised | 02/01/99 |
| 11132 | Projection Screens                                       | Revised | 02/01/99 |
| 11150 | Parking Control Equipment                                | Issued  | 05/22/98 |
| 11160 | Loading Dock Equipment                                   | Issued  | 02/02/98 |
| 11175 | Trash Chutes   | Issued  | 04/15/98 |
| 11180 | Trash And Recycling Equipment                            | Future  |          |
| 11400 | Foodservice Equipment                                    | Issued  | 07/24/98 |
| 11410 | Portable Carts   | Issued  | 07/24/98 |

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02/15/99

|       |  |         |          |
|-------|--|---------|----------|
| 11415 | Novelty Carts                          | Future  |          |
| 11420 | Concession Decor Items                 | Issued  | 07/24/98 |
| 11430 | Beverage Carbon Dioxide System         | Issued  | 07/24/98 |
| 11450 | Residential Equipment                  | Issued  | 07/24/98 |
| 11451 | Television Monitor Brackets            | Issued  | 07/24/98 |
| 11455 | Laundry Equipment                      | Revised | 03/02/99 |
| 11460 | Television Monitors                    | Issued  | 10/16/98 |
| 11462 | Television Camera Platforms            | Revised | 02/01/99 |
| 11465 | Maintenance And Housekeeping Equipment | Revised | 02/22/99 |
| 11470 | Office Equipment                       | Revised | 02/01/99 |
| 11480 | Basketball Equipment                   | Revised | 02/01/99 |
| 11700 | Sound Reinforcement System             | Issued  | 07/24/98 |
| 11750 | TV Distribution System                 | Issued  | 07/24/98 |
| 11761 | Scoring and Matrix Systems             | Issued  | 07/24/98 |
| 11770 | Video Display Systems                  | Issued  | 10/16/98 |
| 11776 | Broadcast Cabling                      | Revised | 12/08/98 |
| 11800 | Sound Booth Cover                      | Issued  | 02/01/99 |
| 11900 | First Aid Equipment                    | Issued  | 02/01/99 |
| 11950 | Teleproduction Facilities Equipment    | Issued  | 01/04/99 |

**DIVISION 12 - FURNISHINGS**

|       |  |         |          |
|-------|--|---------|----------|
| 12482 | Floor Mats and Frames                            | Revised | 02/24/99 |
| 12500 | Window Treatment                                 | Revised | 02/01/99 |
| 12520 | Motorized Shades                                 | Issued  | 02/01/99 |
| 12600 | Furnishings                                      | Revised | 12/23/98 |
| 12730 | Arena and Club Seating                           | Issued  | 09/18/97 |
| 12731 | Arena and Club Seating - Alternate               | Issued  | 09/18/97 |
| 12732 | Suite Seating                                    | Issued  | 07/24/98 |
| 12735 | Portable Chairs                                  | Issued  | 02/01/99 |
| 12750 | Portable Riser Platforms                         | Issued  | 07/28/98 |
| 12760 | Retractable Bleacher Seating                     | Issued  | 09/18/97 |
| 12765 | Retractable Seating                              | Issued  | 09/18/97 |
| 12800 | Suite Artwork                                    | Issued  | 05/03/99 |
| 12900 | Relocation of Existing Furnishings and Equipment | Revised | 06/14/99 |

**DIVISION 13 - SPECIAL CONSTRUCTION**

|       |                       |         |          |
|-------|-----------------------|---------|----------|
| 13052 | Sauna                 | Issued  | 06/26/98 |
| 13160 | Ice Floor System      | Issued  | 01/15/98 |
| 13165 | Ice Floor Accessories | Revised | 08/24/98 |
| 13170 | Dasher Board Systems  | Issued  | 07/24/98 |
| 13172 | Spa                   | Issued  | 06/26/98 |
| 13174 | Hydrotherapy Pools    | Issued  | 06/26/98 |
| 13175 | Steam Room            | Issued  | 06/26/98 |

**DIVISION 14 - SPECIALITIES**

|       |   |        |          |
|-------|---|--------|----------|
| 14200 | Wheelchair Lift                               | Issued | 02/01/99 |
| 14210 | Electric Traction Elevators                   | Issued | 12/09/97 |
| 14240 | Hydraulic Elevators                           | Issued | 12/09/97 |
| 14240 | Hydraulic Elevator (Team Store - PR 045.2)    | Issued | 02/15/99 |
| 14310 | Escalators                                    | Issued | 12/09/97 |
| 14435 | Vertical Transportation Maintenance Agreement | Issued | 12/09/97 |

**DIVISION 15 - MECHANICAL**

|       |  |        |          |
|-------|--|--------|----------|
| 15010 | Basic Mechanical Requirements and System Description | Issued | 03/13/98 |
| 15060 | Pipe and Pipe Fittings                               | Issued | 03/13/98 |
| 15100 | Manual Valves  | Issued | 03/13/98 |
| 15120 | Piping Specialties                                   | Issued | 03/13/98 |

|       |  |         |          |
|-------|--|---------|----------|
| 15130 | Pumps  | Issued  | 03/13/98 |
| 15140 | Hangers, Supports, Anchors and Sleeves       | Issued  | 03/13/98 |
| 15160 | Pumps  | Issued  | 03/13/98 |
| 15170 | Electric Motors                              | Issued  | 03/13/98 |
| 15180 | Variable Speed Drives                        | Issued  | 03/13/98 |
| 15190 | Identification                               | Issued  | 03/13/98 |
| 15240 | Vibration Isolation and Seismic Restraint    | Issued  | 03/13/98 |
| 15250 | Mechanical Systems Insulation                | Issued  | 03/13/98 |
| 15310 | Fire Protection Systems                      | Issued  | 03/13/98 |
| 15320 | Fire Pumps                                   | Issued  | 03/13/98 |
| 15375 | Standpipe and Firehose Systems               | Issued  | 03/13/98 |
| 15401 | Domestic Water                               | Issued  | 03/13/98 |
| 15405 | Sanitary Waste and Vent System Components    | Issued  | 03/13/98 |
| 15406 | Roof and Area Drainage System                | Issued  | 03/13/98 |
| 15430 | Plumbing Specialties                         | Issued  | 03/13/98 |
| 15440 | Plumbing Fixtures and Trim                   | Issued  | 03/13/98 |
| 15484 | Natural Gas Systems                          | Issued  | 03/13/98 |
| 15515 | Hydronic Specialties                         | Issued  | 03/13/98 |
| 15525 | Steam Specialties                            | Issued  | 03/13/98 |
| 15545 | Chemical Treatment                           | Issued  | 03/13/98 |
| 15590 | Fuel Oil Equipment                           | Issued  | 03/13/98 |
| 15685 | Centrifugal Chillers                         | Issued  | 03/13/98 |
| 15700 | Modular Cooling Units                        | Issued  | 03/13/98 |
| 15710 | Cooling Towers                               | Issued  | 03/13/98 |
| 15755 | Heat Exchangers                              | Issued  | 03/13/98 |
| 15790 | Coils  | Issued  | 03/13/98 |
| 15830 | Finned Tube Radiation and Convectors         | Issued  | 03/13/98 |
| 15835 | Unit Heaters and Cabinet Unit Heaters        | Issued  | 03/13/98 |
| 15840 | Cabinet Fan/Smoke Removal Units              | Issued  | 02/16/98 |
| 15855 | Package Air Handling Units                   | Issued  | 03/13/98 |
| 15860 | Fans   | Issued  | 03/13/98 |
| 15870 | Built-up Air Handling Units and Plenums      | Issued  | 03/13/98 |
| 15885 | Filters                                      | Issued  | 03/13/98 |
| 15890 | Ductwork Systems                             | Issued  | 03/13/98 |
| 15895 | Special Air Distribution Systems             | Issued  | 03/13/98 |
| 15900 | Duct Lining                                  | Issued  | 03/13/98 |
| 15910 | Ductwork Accessories                         | Issued  | 03/13/98 |
| 15930 | Air Terminal Units                           | Issued  | 03/13/98 |
| 15935 | Diffusers, Registers, and Grilles            | Issued  | 03/13/98 |
| 15955 | Building Systems Control                     | Revised | 03/13/98 |
| 15965 | Control Wiring                               | Issued  | 03/13/98 |
| 15970 | Control Valves, Dampers, and Actuators       | Issued  | 03/13/98 |
| 15980 | Control Panels, Controllers, and Sensors     | Issued  | 03/13/98 |
| 15981 | Control Systems Workstations and Peripherals | Issued  | 03/13/98 |
| 15985 | Control System Sequences of Operation        | Revised | 03/13/98 |
| 15986 | Control System Point List                    | Issued  | 03/13/98 |
| 15990 | Testing, Adjusting, and Balancing            | Issued  | 03/13/98 |

**DIVISION 16 - ELECTRICAL**

|       |                  |        |          |
|-------|------------------|--------|----------|
| 16050 | Basic Electrical | Issued | 03/13/98 |
|-------|------------------|--------|----------|

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02/15/99

00003 - 6 of 8

The Fieldhouse  
9805-963



|       |   |         |          |
|-------|---|---------|----------|
| 16060 | Equipment Support and Concrete Work                             | Issued  | 03/13/98 |
| 16110 | Raceways and Fittings   | Issued  | 03/13/98 |
| 16111 | Wireways and Gutters  | Issued  | 03/13/98 |
| 16112 | Cable Support System  | Issued  | 03/13/98 |
| 16120 | 600 Volt Wire   | Issued  | 03/13/98 |
| 16121 | Medium Voltage Power Cables                                     | Issued  | 03/13/98 |
| 16130 | Electrical Boxes and Fittings                                   | Issued  | 03/13/98 |
| 16132 | Floor Boxes   | Issued  | 03/13/98 |
| 16140 | Wiring Devices  | Issued  | 03/13/98 |
| 16141 | Surface Raceways (MOA)  | Issued  | 03/13/98 |
| 16160 | Cabinets and Enclosures   | Issued  | 03/13/98 |
| 16195 | Electrical Identification                                       | Issued  | 03/13/98 |
| 16197 | Power Characteristics   | Issued  | 03/13/98 |
| 16305 | Medium Voltage Distribution and Interrupter Switch              | Issued  | 03/13/98 |
| 16425 | Switchboards  | Issued  | 03/13/98 |
| 16427 | Transient Voltage Surge Suppression (TVSS)                      | Issued  | 03/13/98 |
| 16435 | Distribution Metering   | Issued  | 03/13/98 |
| 16440 | Disconnect Switches (Safety Switches)                           | Issued  | 03/13/98 |
| 16443 | Show And Television Power Panels                                | Issued  | 03/13/98 |
| 16450 | Grounding   | Issued  | 03/13/98 |
| 16460 | Dry Type Transformers   | Issued  | 03/13/98 |
| 16465 | Busway (600 Volt and Less)                                      | Issued  | 03/13/98 |
| 16478 | Fuses (600 Volt and Less)                                       | Issued  | 03/13/98 |
| 16481 | Motor Starters  | Issued  | 03/13/98 |
| 16483 | Motor Control Centers   | Issued  | 03/13/98 |
| 16485 | Contactors and Relays   | Issued  | 03/13/98 |
| 16490 | Transfer Switches   | Issued  | 03/13/98 |
| 16501 | Lamps   | Issued  | 03/13/98 |
| 16502 | Luminaire Accessories   | Issued  | 03/13/98 |
| 16510 | Interior Luminaires   | Issued  | 03/13/98 |
| 16520 | Exterior Luminaires   | Issued  | 03/13/98 |
| 16535 | Emergency Lighting  | Issued  | 03/13/98 |
| 16540 | Special Lighting  | Future  |          |
| 16620 | Emergency Engine Generators (Diesel)                            | Issued  | 03/13/98 |
| 16670 | Lightning Protection System                                     | Issued  | 03/13/98 |
| 16723 | Fire Alarm System   | Issued  | 03/13/98 |
| 16741 | Telecommunications Wire and Cable                               | Issued  | 07/24/98 |
| 16742 | Telephone System  | Issued  | 10/16/98 |
| 16743 | Data Network  | Issued  | 02/15/99 |
| 16770 | Security Systems  | Issued  | 07/24/98 |
| 16772 | Provisions for the Sound Reinforcement System                   | Issued  | 03/13/98 |
| 16790 | Provisions for Scoreboards, Message Centers, Advertising Panels | Issued  | 03/13/98 |
| 16917 | Wall Dimmers  | Issued  | 03/13/98 |
| 16920 | Public Area Lighting Control and Dimming Systems                | Revised | 02/16/98 |
| 16955 | Kitchen Equipment Connection                                    | Issued  | 03/13/98 |
| 16960 | Electrical Testing  | Issued  | 03/13/98 |
| 16980 | Lighting Fixture Schedule                                       | Revised | 03/13/98 |

16990  
16995

Panelboard Schedules  
Relay/Dimmer Schedules

Revised  
Revised

03/13/98  
03/13/98

END OF DOCUMENT



Huber, Hunt &  
Nichols, Inc.



The Sherman R. Smoot  
Company of Indiana

*A Joint Venture*



J. Beard  
Management Inc. \*

April 17, 2000

Mark E. Wright  
Baker & Daniels  
300 North Meridian Street  
Suite 2700  
Indianapolis, Indiana 46204

**RE: Pacer Exhibits**

Enclosed for your use are the following; four copies of the Fieldhouse site plans, a current specification listing, a current contract drawing listing (curtain drawings and sound system drawings are not included, they will be forwarded under a separate cover), a copy of all equipment purchase orders and a FF & E listing.

If you have any questions do not hesitate to call.

**HUBER, HUNT & NICHOLS/SMOOT, A Joint Venture**

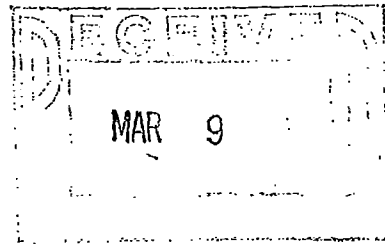
Scott T. Blanchard  
Project Manager

cc: John Klipsch, CIB (w/o attachment)  
File

107 S. Pennsylvania Street  
Suite B1  
Indianapolis, IN 46204  
P: 317/974-0065  
F: 317/974-0087

\* J. Beard Management is a  
consultant to The Sherman R. Smoot  
Company of Indiana

ELLERBE BECKET



March 28, 2000

Mr. Scott Blanchard  
Project Manager  
Huber, Hunt & Nichols/Smoot  
107 South Pennsylvania  
Indianapolis, IN 46204

Re: Conseco Fieldhouse  
Commission No. 9605-963  
Close-Out Documents

Dear Scott:

Pursuant to Section 2.6.18.3 and Arena Architect (Contract) we are forwarding full size and half size record drawings.

Enclosed please find summary sheets which describe each discipline and the drawing sheets being forwarded.

Please note that the following record drawings are not enclosed and will be forwarded shortly.

|                |             |                          |
|----------------|-------------|--------------------------|
| Hardscape      | Ratio       | ← Attached as of 4-17-00 |
| Food Service   | Cini-Little | ← Attached as of 4-17-00 |
| TV Productions | Patlin      | ← Attached as of 4-17-00 |
| Curtains       | I.T.C.      | → None                   |
| Sound System   | WJHW        | → None                   |

605 West  
47th Street  
Suite 200  
Kansas City,  
Missouri  
64112-1905  
Telephone:  
816-561-4443  
Facsimile:  
816-561-2863

If you have any questions or comments, please contact our office.

Sincerely,

ELLERBE BECKET ARCHITECTS & ENGINEERS, P.C.

Joseph C. Nehama  
Associate

JCN/sh

cc: Kim Rothenberger  
File 3D w/enclosures

Route: Steve Allison \_\_\_\_\_  
Steve Hotujac \_\_\_\_\_

Ellerbe Becket Mechanical Record Drawings  
All Dated December 27, 1999

- M 000
- M 301 A
- M 301 B
- M 301 C
- M 301 D
- M 302 A
- M 302 B
- M 302 C
- M 302 D
- M 303
- M 304
- M 305
- M 306
- M 601
- M 602
- M 603
- M 604
- M 605
- M 801
- M 802
- M 901
- M 902
- M 903
- M 904
- P 200
- P 201 A
- P 201 B
- P 201 C
- P 201 D
- P 202
- P 203
- P 204
- P 205
- P 206
- P 207
- P 700
- P701
- P702
- P703
- P704
- P705
- P706
- P707
- P708

**Ellerbe Becket Structural Long Span Record Drawings**  
**All Dated December 30, 1999**

- S 001 LS
- S 002 LS
- S 205 LS
- S 206 LS
- S 207 LS
- S 208 LS
- S 209 LS
- S 401 LS
- S 402 LS
- S 403 LS
- S 404 LS
- S 405 LS
- S 411 LS
- S 412 LS
- S 601 LS
- S 611 LS
- S 761 LS
- S 771 LS
- S 781 LS
- S 782 LS
- S 791 LS

RYAN 23. 2000 01.001mm

## Ryan Fire Protection Drawings As-Built

FP 1  
FP 2  
FP 3  
FP 4  
FP 5  
FP 6  
FP 6A  
FP 7  
FP 7A  
FP 8  
FP 9  
FP 10  
FP 10A  
FP 11  
FP 12  
FP 13  
FP 14  
FP 14A  
FP 15  
FP 16  
FP 17  
FP 18  
FP 19  
FP 20  
FP 21  
FP 22  
FP 23  
FP 24  
FP 25  
FP 26A  
FP 27  
FP 28  
FP 29  
FP 30A  
FP 30B  
FP 30C

Electrical System – Record Drawing  
Fire Alarm System

- 0 of 13
- 1 of 13
- 2 of 13
- 3 of 13
- 4 of 13
- 5 of 13
- 6 of 13
- 7 of 13
- 8 of 13
- 9 of 13
- 10 of 13
- 11 of 13
- 12 of 13
- 13 of 13



### Fink, Roberts & Petrie Structural Record Drawings – All Dated February 1, 2000

|       |       |      |
|-------|-------|------|
| D200  | S206  | S621 |
| D201  | S206A | S622 |
| D202  | S206B | S623 |
| D203  | S206C | S624 |
| D204  | S206D | S625 |
| D205  | S207  | S626 |
| D206  | S207A | S627 |
| D207  | S207B | S700 |
| S001  | S207C | S701 |
| S002  | S207D | S702 |
| S100  | S300  | S703 |
| S200  | S301  | S704 |
| S200A | S302  | S710 |
| S002  | S303  | S711 |
| S100  | S304  | S720 |
| S200  | S305  | S721 |
| S200A | S306  | S722 |
| S200B | S307  | S723 |
| S200C | S308  | S724 |
| S200D | S309  | S730 |
| S201  | S310  | S731 |
| S201A | S311  | S732 |
| S201B | S312  | S733 |
| S201C | S313  | S740 |
| S201D | S314  | S800 |
| S202  | S315  | S801 |
| S202A | S316  | S810 |
| S202B | S320  | S811 |
| S202C | S321  | S812 |
| S202D | S322  | S813 |
| S203  | S323  | S814 |
| S203A | S324  | S815 |
| S203B | S325  | S816 |
| S203C | S326  | S817 |
| S203D | S327  | S818 |
| S204  | S328  | S900 |
| S204A | S329  | S901 |
| S204B | S330  | S902 |
| S204C | S331  | S903 |
| S204D | S600  | S904 |
| S205  | S610  | S910 |
| S205A | S611  | S911 |
| S205B | S612  | S920 |
| S205C | S613  | S921 |
| S205C | S614  | S930 |
| S205D | S620  | S941 |

### MSE Corporation - Record Drawing - Civil

- C 251
- C 252
- C 253
- C 255
- C 256
- C 257
- C 259
- C 260
- C 261
- C 262 A
- C 262 B
- D 105 R2
- D 108 R1
- D 108 R2
- D 109
- D 110

**Blackburn Architect – Record Drawing  
Architecture – All Dated December 8, 1999**

- A 305
- A 421
- A 422
- A 521
- A 522
- A 523
- A 524
- A 622
- A 623
- A 711
- A 712
- A 715
- A 716
- A 723
- A 724
- A 771 E
- A 815
- A 816
- A 817 A
- A 817 B
- A 818
- A 821
- A 824
- A 825
- A 931 A
- A 931 B
- A 931 C
- A 931 D
- A 931 E
- A 932 A
- A 932 B
- A 932 C
- A 932 D
- A 932 E

Rowland - Record Drawing  
Architecture - All Dated January 24, 2000

- A 725 A
- A 725 B
- A 726
- A 728 A
- A 728 B
- A 728 C
- A 728 D
- A 728 E
- A 728 F
- A 728 G
- A 728 H
- A 911 A
- A 941
- A 942

Structural Steel Back-Up Record Drawings  
All Dated March 8, 2000

AS 301  
AS 302  
AS 303  
AS 304  
AS 305  
AS 306  
AS 307  
AS 308  
AS 309  
AS 310  
AS 311  
AS 320  
AS 901  
AS 902  
AS 903  
AS 904  
AS 905  
AS 906

ELLERBE BECKET RECORD DRAWINGS - LIGHTING  
All Dated March 1, 2000

E 301 A  
E 301 B  
E 301 C  
E 301 D  
E 302  
E 303  
E 304  
E 305  
E 306  
E 307  
E 308  
E 401  
E 402  
E 403  
E 404  
E 405  
E 406  
E 710  
E 714  
E 715

Moore Engineers Record Drawings  
Hydronic & Electrical all Dated January 31, 2000

|       |       |      |
|-------|-------|------|
| H301  | E208  | E706 |
| H302  | E501A | E707 |
| H303  | E501B | E708 |
| H304  | E501C | E709 |
| H305  | E501D | E711 |
| H306  | E502  | E712 |
| H401  | E503  | E713 |
| H402  | E504  | E800 |
| H403  | E505  | E801 |
| H404  | E506  | E802 |
| H405  | E507  | E813 |
| H501  | E531  | E804 |
| H502  | E532  | E805 |
| H503  | E533  | E806 |
| H504  | E534  | E807 |
| H505  | E535  | E809 |
| H601  | E536  | E810 |
| H801  | E537  | E812 |
| E001  | E551  | E813 |
| E101  | E552  | E814 |
| E201A | E553  | E815 |
| E201B | E554  | E831 |
| E201C | E555  | E832 |
| E201D | E556  | E851 |
| E202  | E557  | E852 |
| E203  | E701  | E853 |
| E204  | E702  | E854 |
| E205  | E703  | E855 |
| E206  | E704  | E856 |
| E207  | E705  |      |

# Electrical Systems - Record Drawing Security Systems

- 0 of 13
- 1 of 13
- 2 of 13
- 3 of 13
- 4 of 13
- 5 of 13
- 6 of 13
- 7 of 13
- 8 of 13
- 9 of 13
- 10 of 13
- 11 of 13
- 12 of 13
- 13 of 13



WJHW Record Drawings – Audio Visual - All Dated March 17, 2000

|        |       |
|--------|-------|
| AV000  | AV402 |
| AV201A | AV403 |
| AV201B | AV404 |
| AV201C | AV405 |
| AV201D | AV406 |
| AV202A | AV407 |
| AV202B | AV408 |
| AV202C | AV409 |
| AV202D | AV410 |
| AV203A | AV411 |
| AV203B | AV412 |
| AV203C | AV413 |
| AV203D | AV500 |
| AV204A | AV501 |
| AV204B | AV502 |
| AV204C | AV503 |
| AV204D | AV600 |
| AV205A | AV601 |
| AV205B | AV602 |
| AV205C | AV603 |
| AV205D | AV604 |
| AV206A | AV605 |
| AV206B | AV606 |
| AV206C | AV607 |
| AV206D | AV608 |
| AV207A | AV609 |
| AV207B | AV610 |
| AV207C | AV611 |
| AV207D | AV612 |
| AV300  | AV613 |
| AV301  | AV700 |
| AV302  | AV701 |
| AV400  | AV702 |
| AV401  | AV703 |

Ellerbe Becket Architectural Record Drawings - All Dated March 9, 2000

|        |       |       |       |
|--------|-------|-------|-------|
| AFR001 | A111A | A507  | A813  |
| AKN001 | A112A | A508  | A814  |
| A001   | A113A | A509  | A828  |
| A002   | A201A | A510  | A831  |
| A003   | A201B | A511  | A832  |
| A004   | A201C | A512  | A841  |
| A005   | A201D | A525  | A851  |
| A006   | A202A | A526  | A855  |
| A009   | A202B | A530  | A856  |
| A021   | A202C | A531  | A871A |
| A022   | A202D | A601  | A871B |
| A023   | A203A | A602  | A872  |
| A024   | A203B | A603  | A873  |
| A100   | A203C | A604  | A874  |
| A101   | A203D | A605  | A875  |
| A101A  | A204A | A606  | A881  |
| A101B  | A204B | A610  | A882  |
| A101C  | A204C | A611  | A883  |
| A101D  | A204D | A621  | A901  |
| A102   | A205A | A624  | A902  |
| A102A  | A205B | A625  | A903  |
| A102B  | A205C | A717  | A904  |
| A102C  | A205D | A718  | A905  |
| A102D  | A206  | A721  | A906  |
| A103   | A207  | A722  | A907  |
| A103A  | A211A | A731  | A908  |
| A103B  | A212A | A732  | A909  |
| A103C  | A213A | A741  | A910  |
| A103D  | A301P | A742  | A911  |
| A104   | A302  | A751  | A912  |
| A104A  | A303  | A752  | A921  |
| A104B  | A304  | A755  | A922  |
| A104C  | A401  | A756  | A922A |
| A104D  | A404  | A757  | A922B |
| A105A  | A408  | A771  | A922C |
| A105B  | A409  | A771A | A922D |
| A105C  | A410  | A771B | A923  |
| A105D  | A411  | A771C | A924  |
| A106   | A412  | A771D | A925  |
| A106A  | A413  | A772  | A950  |
| A106B  | A414  | A773  | A955  |
| A106C  | A501  | A774  | A956  |
| A106D  | A502  | A775  | A957  |
| A107   | A503  | A800  | A958  |
| A108   | A504  | A801  | A959  |
| A109   | A505  | A802  | A960  |
| A110A  | A506  | A811  | A961  |

Ellerbe Becket Architectural Record Drawings - All Dated March 9, 2000

A962  
A963  
A964  
A970  
A971  
A972  
A973  
A974  
A975  
A976  
A981  
A982  
A983  
A984  
A990  
A991  
A992  
A993  
A994  
A995  
A996  
A997  
A998  
A999  
A999.1  
A999.2  
A999.3  
A1100  
A1101  
A1102  
A1103  
A1104  
A1105  
A1106  
A1107

**Ratio - Record Drawings**  
**Hardscape - All Dated March 28, 2000**

- L601
- L602
- L603
- L604
- L605
- L606
- L607
- L608

## Cini-Little Record Drawings -- Food Service -- All Dated March 29, 2000

|          |          |          |          |
|----------|----------|----------|----------|
| FS-201   | FS-206   | FS-210SC | FS-215SC |
| FS-201M  | FS-206M  | FS-211   | FS-301   |
| FS-201E  | FS-206E  | FS211M   | FS-302   |
| FS-201SC | FS-206SC | FS-211E  | FS-303   |
| FS-202   | FS-207   | FS-211SC | FS-304   |
| FS-202M  | FS-207M  | FS-212   | FS-305   |
| FS-202E  | FS-207E  | FS-212M  | FS-306   |
| FS-202SC | FS-207SC | FS-212E  | FS-307   |
| FS-203   | FS-208A  | FS-212SC | FS-308   |
| FS-203M  | FS-208   | FS-213   | FS-309   |
| FS-203E  | FS-208M  | FS-213M  | FS-310   |
| FS-203SC | FS-208E  | FS-213E  | FS-311   |
| FS-204   | FS-208SC | FS-213SC | FS-312   |
| FS-204M  | FS-209   | FS-214   | FS-313   |
| FS-204E  | FS-209M  | FS-214M  | FS-314   |
| FS-204SC | FS-209E  | FS-214E  | FS-315   |
| FS-205   | FS-209SC | FS-214SC | FS-316   |
| FS-205M  | FS-210   | FS-215   | FS-317   |
| FS-205E  | FS-210M  | FS-215M  | FS-318   |
| FS-205SC | FS-210E  | FS-215E  |          |

Patlin Record Drawings -- Teleproduction Facilities - All dated April 3, 20000

|      |      |
|------|------|
| A020 | E221 |
| A100 | E231 |
| A110 | E232 |
| A120 | E241 |
| A121 | E242 |
| A190 | E243 |
| A200 | E244 |
| A311 | E245 |
| A312 | E246 |
| A321 | E247 |
| A332 | E251 |
| A341 | E261 |
| A411 | E271 |
| A412 | E291 |
| A421 | E311 |
| A431 | E321 |
| A432 | E331 |
| A441 | E341 |
| A442 | E351 |
| A443 | E361 |
| A444 | E371 |
| A451 | E391 |
| A461 | E411 |
| E100 | E421 |
| E110 | E431 |
| E120 | E441 |
| M100 | E451 |
| E201 | E461 |
| E202 | E471 |
| E211 | E491 |
| E212 |      |

ITC Record Drawings

Rigging -

- R1.1
- R1.2
- R1.3
- R1.4

## SCHEDULE 2

### Environmental Disclosure Memorandum

BINGHAM SUMMERS WELSH & SPILMAN

(Environmental Disclosure  
Memorandum)

#### M E M O R A N D U M

TO: M. Solada  
FROM: L. Kane  
DATE: November 22, 1999  
RE: Pacers/CIB/MCCRFA Operating Agreement  
Environmental Implications  
CC: File No. 3433-26992

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This memo compares conditions of the Conseco Fieldhouse site with the representations of the CIB/MCCRFA under Sec. 17 of the Indiana Fieldhouse Operating Agreement ("Agreement").

#### I. CIB/MCCRFA Environmental Representations under the Agreement

Under Sec. 17 of the Agreement, the CIB and the MCCRFA represent, warrant and covenant that:

- (i) There are no Hazardous Materials at, on or under the Fieldhouse Complex and there are no violations of any Environmental Laws with respect to the Fieldhouse Complex.
- (ii) There are no underground storage tanks at the Fieldhouse Complex.
- (iii) To the extent that there were Hazardous Materials present at, on or under the Fieldhouse Complex or any violation of Environmental Laws at the time the CIB . . . took title or during the course of excavation . . . , the same have been or will have been remedied by or on behalf of CIB or MCCRFA to the extent that no violations of Environmental Laws will exist as of the Commencement Date.

Pertinent Definitions from the Understanding of Defined Terms:

*"Hazardous Material"* means any hazardous or toxic material, substance, pollutant, contaminate or waste . . . defined by or regulated as such under any Environmental Laws, petroleum, gasoline and their constituent parts, *provided* that if any such material may legally be present at the Real Estate below certain concentrations in the soil or the

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groundwater as established by any Environmental Laws without the requirement for remediation, then such material shall not be considered a Hazardous Material if it is present in the soil or groundwater only at concentrations below such levels.

"*Environmental Activity or Condition*" means the presence, use, generation . . . storage, release . . . disposal . . . of any Hazardous Material on, onto, in, under, over or from the Real Estate or the violation of Environmental Laws because of such condition of, or activity on, the Real Estate.

"*Environmental Laws*" means any federal, state or local law, common law decision, court decision or administrative decision, ordinance, regulation, rule, court order or decree, or administrative order, policy or guideline concerning action levels of a governmental authority relating to the environment, public health, any Hazardous Material or any Environmental Activity or Condition on, under or about the Real Estate . . .

## II. Status of Compliance with the Environmental Representations

### A. No Underground Storage Tanks at the Fieldhouse Complex

Based on my review of the environmental reports concerning site preparations for the Fieldhouse and discussions with Keith Might, Patriot Engineering, this representation is accurate. All USTs encountered during site excavation were removed from the site and disposed of properly.

### B. No Hazardous Materials at, on or under the Fieldhouse Complex

There are certain site conditions that appear to pose technical inconsistencies with this representation.

#### 1. General Overbreadth of Representation

The representation is that there are NO Hazardous Materials at, on or under the Fieldhouse. The definition of Hazardous Material is broad enough to encompass many standard cleansing and maintenance materials used at a facility such as the Fieldhouse since they are Hazardous Substances under CERCLA. This provision is overbroad to the extent it may apply to such substances, which do not pose any environmental liability threat. However, it should be noted that, to the extent such materials may be present at the Fieldhouse, they are probably there through the actions of the Pacers Basketball Corporation or its agents or contractors and not by virtue of actions of the CIB/MCCRFA. Thus, this should be a nonissue.

#### 2. Residual Petroleum Contaminants

As defined, the term "Hazardous Materials" includes petroleum. However, that definition goes on to provide that, to the extent that a material may be legally present below

specified concentrations in the soil or groundwater as established by an Environmental Law without the requirement for remediation, then such materials shall not be considered a Hazardous Material if present below such concentrations.

"Environmental Law" includes administrative guidelines or policies that set action levels for, among other things, a Hazardous Material. (To include unofficial agency guidelines in a definition of "Law" is a very conservative approach.) This broad definition would appear to include IDEM's unofficial cleanup policy utilized under its UST program to require cleanup of petroleum that is present in site soils in concentrations exceeding 100 parts per million (ppm) of Total Petroleum Hydrocarbons. That same policy would require cleanup of groundwater which contains certain petroleum constituents known by the acronym BTEX (benzene, toluene, ethylbenzene, and xylenes) if present in groundwater at levels exceeding the Maximum Contaminant Levels set under the federal Safe Drinking Water Act.

- Two Areas of Exceedance of Levels Allowed by "Environmental Laws"

There were several areas of the Fieldhouse site at which TPH was found in soils above 100 ppm. As a general matter, these areas of soil were excavated and disposed at landfills. Thus, all such areas would comply with the third representation that, to the extent that Hazardous Materials were present at the time the CIB took title, the same were remedied by the CIB or MCCRFCA so that no violations of Environmental Laws will exist as of the Commencement Date. However, there are two areas where petroleum contamination still exceeds the guideline levels. ✓

(1) Based on discussions with Keith Might, there is one area where soils exceeding 100 ppm were not excavated. Specifically, this area is located at the edge of the excavation in a sidewall under Pennsylvania Street near the former Indy News/Graham Building where TPH values were measured at around 200 ppm. Further excavation would have imperiled Pennsylvania Street and the levels are only modestly above the guideline level. I don't believe they pose any meaningful environmental problem. However, this residue technically results in a contravention of the Representation. It should be noted that it is extremely doubtful that the VRP cleanup objectives – for either the residential or nonresidential scenario – would be exceeded by these TPH levels.

(2) The second instance involves a limited area of groundwater contamination arising from the former A-1 Car Care facility that was located at the intersection of Georgia and Delaware Streets. The site investigation revealed the presence of ethylbenzene (a petroleum constituent) at levels in the range of 3,000 to 4,000 parts per billion (ppb) which exceed the corresponding MCL of 700 ppb. Reportedly, IDEM considered this a low priority issue and declined to review the Corrective Action Plan that had been prepared. Thus, this level of contamination remains on this area of the site and technically would be an exceedance of a level allowed by an Environmental Law. To keep this issue in perspective, the cleanup levels allowed under the Voluntary Remediation Program for nonresidential sites, which would effectively describe the Fieldhouse since no groundwater would be withdrawn for drinking water purposes, is over 10,000 ppb. Thus, no remediation would be required under the VRP even though the unofficial guidelines of the UST program would say that remediation is technically required.

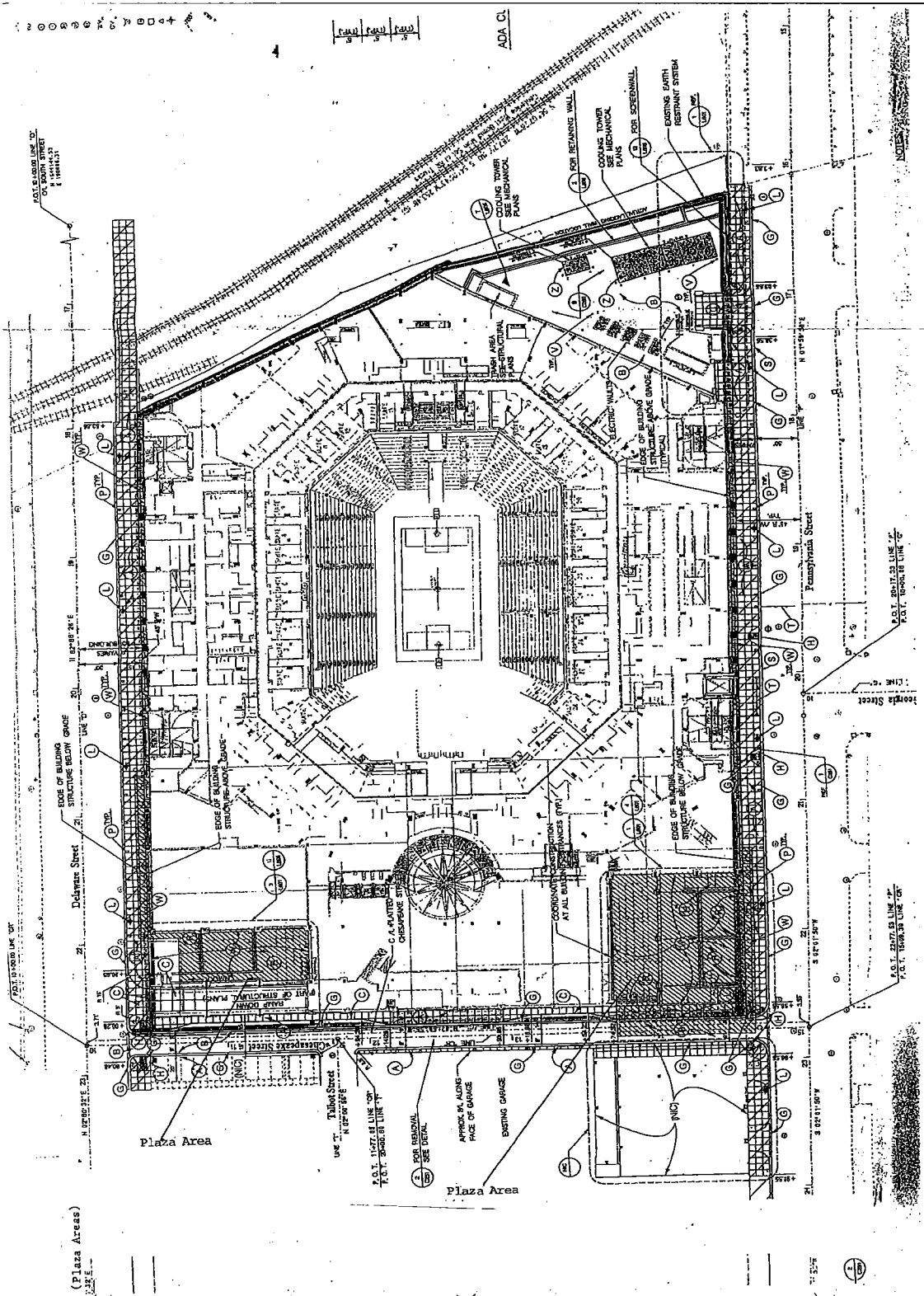
These two areas of residual contamination create a "war" of agency guidelines or policies. The most conservative view, no doubt would be that the more stringent guideline controls. Technically, this would be consistent with the fact that the VRP cleanup objectives are not applicable except for sites that have formally enrolled in the VRP. Nonetheless, there is no practical way this minor area of groundwater contamination could be addressed at this time and it does not, in my judgment, pose a meaningful environmental liability.

#### CONCLUSION

There are two areas in which petroleum-related contaminants were found in soil or groundwater during site excavation and preparation activities at levels which exceed informal IDEM cleanup guidelines and which may still remain at the Fieldhouse site. Neither instance involves significant levels of contaminants. However, given the breadth of the representations, these two instances pose a potential technical violation of the representations of the Operating Agreement. To the extent that they do, it is doubtful that any meaningful liability would be posed by either situation under the indemnity provisions of the agreement.

# SCHEDULE 3

## Depiction of Plaza Areas



## SCHEDULE 4

### Major Systems

1. Plumbing System
  - 1.1 Domestic water booster pump system
  - 1.2 Sewage ejector pumps
  - 1.3 Storm water ejector pumps
  - 1.4 Water meter
  - 1.5 Backflow preventer
  - 1.6 Domestic water heat exchangers
  - 1.7 Piping systems
  
2. HVAC System
  - 2.1 Chillers
    - 2.1.1 All central plant chillers & chiller components
    - 2.1.2 All modular cooling units & components
    - 2.1.3 Chiller controllers
  - 2.2 Pumps - 5 horsepower or larger
    - 2.2.1 Chilled water pumps
    - 2.2.2 Condenser water pumps
    - 2.2.3 Heating hot water pumps
    - 2.2.4 Condensate pumps
  - 2.3 Air Handling Units
    - 2.3.1 Built-up air handling units
      - 2.3.1.1 Coils
      - 2.3.1.2 Fans
      - 2.3.1.3 Fan motors
      - 2.3.1.4 Fan shafts, sheaves on 5,000 cfm fans and larger
    - 2.3.2 Return air handling units
      - 2.3.2.1 Fans
      - 2.3.2.2 Fan motors
      - 2.3.2.3 Fan shafts, sheaves on 5,000 cfm fans and larger
    - 2.3.3 Package air handling units
      - 2.3.3.1 Fans
      - 2.3.3.2 Fan motors
      - 2.3.3.3 Coils
      - 2.3.3.4 Fan shafts, sheaves on 5,000 cfm fans and larger
  - 2.4 Steam System
    - 2.4.1 Steam pressure reducing valves
    - 2.4.2 Steam relief valves
    - 2.4.3 Condensate receiver and pumping system
    - 2.4.4 Condensate receiver/cooler and pump units
    - 2.4.5 Heat exchangers
    - 2.4.6 Air separators

- 2.5 Piping Systems
    - 2.5.1 Heating, cooling and steam piping systems
  - 2.6 Building Management System
    - 2.6.1 System digital controllers
    - 2.6.2 Unitary Digital controllers
    - 2.6.3 Complete Building Management System
  - 2.7 Other Systems
    - 2.7.1 All Valves 4" and larger
    - 2.7.2 Variable speed drives
    - 2.7.3 High pressure gas regulators
    - 2.7.4 Chemical treatment system for condenser water
    - 2.7.5 Fuel oil tanks
    - 2.7.6 Fuel oil pumps
    - 2.7.7 Cooling towers
    - 2.7.8 Cooling tower motors, fans, & drives
    - 2.7.9 Fans, fan shafts, and sheaves - on fans 5,000 cfm and larger
    - 2.7.10 Dampers in excess of 24 " x 24" or equivalent cross-section, including fire dampers, balancing dampers and flow control dampers
    - 2.7.11 Expansion Tanks
    - 2.7.12 Collection tanks for Cooling Tower water
3. Fire Protection
- 3.1 Backflow Prevention assembly
  - 3.2 Dry pipe air compressors
  - 3.3 Fire pumps
  - 3.4 Automatic transfer switches
  - 3.5 Pressure maintenance (jockey) pumps
  - 3.6 Pressure maintenance pump controller
  - 3.7 Main Fire alarm control panel
  - 3.8 Fire alarm system
4. Electrical System
- 4.1 Switchboards - over 200 amps
  - 4.2 Distribution panels - over 200 amps
  - 4.3 Transformers - over 9KVA
  - 4.4 Busway
  - 4.5 Fuses - over 200 amp
  - 4.6 Motor Control Centers
  - 4.7 Motor Starters - over 200 amps
  - 4.8 Automatic Transfer Switches
  - 4.9 Arena bowl light fixtures, shutters & lamps
  - 4.10 Emergency generator system
  - 4.11 Lighting control system
  - 4.12 Main Arena Bowl Lighting control console and computer
  - 4.13 Main Public Area Lighting control console and computer

- 4.14 Electric motors 10 hp and above
- 4.15 Theatrical and Event Presentation light fixtures
- 4.16 Theatrical and event Presentation lighting control system
- 4.17 Spotlights
  
- 5. Security System
  - 5.1 Cameras
  - 5.2 Main Security access control and alarm monitoring system
  - 5.3 Access control and alarm monitoring processor
  - 5.4 Access control Matrix switcher
  - 5.5 Command center control station
  - 5.6 CCTV matrix switcher
  - 5.7 CCTV Video multiplexers
  - 5.8 Video badging system controller and interface with access control system
  
- 6. Sound System
  - 6.1 Main Mixing console
  - 6.2 Amplifier control system
  - 6.3 Digital signal processing system
  - 6.4 Auxiliary mixing consoles
  - 6.5 Peak Limiters
  - 6.6 Parametric equalizers
  - 6.7 Power amplifiers - 1,000 watts and above
  - 6.8 Speaker Clusters
  - 6.9 Speaker cluster rigging
  - 6.10 Hearing Assistance system
  - 6.11 Main station for intercom system
  
- 7. Vertical Transportation System
  - 7.1 Elevators
    - 7.1.1 Geared Traction machines
    - 7.1.2 Motors, motor controllers
    - 7.1.3 Sheaves
    - 7.1.4 Power conversion unit
    - 7.1.5 Individual car & Group Controller
    - 7.1.6 Hoist & governor ropes
    - 7.1.7 Door Operator
    - 7.1.8 Elevator car control panel
    - 7.1.9 Pump units
    - 7.1.10 Main computer control
  - 7.2 Escalators
    - 7.2.1 Drive machines
    - 7.2.2 Drive controllers
    - 7.2.3 Drive sprocket

- 7.2.4 Idler sprocket
  - 7.2.5 Deck board, step chains, step assemblies & rollers
8. RF and Broadcast Video Cabling System
    - 8.1 Audio and Video Switchers/Routers
    - 8.2 Control system hardware and/or software
  9. House Reduction and Glass Wall Curtain and Rigging Systems
  10. Seating Systems
    - 10.1 Fixed seats
    - 10.2 Retractable seating platforms and integral seats
    - 10.3 Portable seating platforms
    - 10.4 Portable folding chairs
  11. Ice Floor System
    - 11.1 Refrigeration machines & pumps
    - 11.2 Cooling towers
    - 11.3 Controllers
    - 11.4 Brine or cyclo piping (including floor repairs to extent that ice floor slab or event floor slab must be removed for repair to be made)
    - 11.5 Chemical treatment system
    - 11.6 Water purification system
    - 11.7 Heat Exchangers
    - 11.8 Valves - 4" and larger
    - 11.9 Dasher boards & spectator shielding
  12. Basketball Floor and/or Basketball Practice Court Floor System
  13. Flooring Systems (Terrazzo, Tile, Epoxy, Hardwood and all other floor and subfloor coverings and treatments other than carpeting and similar fiber floor coverings)
  14. Scoreboard, Video Board, Message Board and Advertising Panel Systems (which includes the Video/Sound System)
    - 14.1 Hoist system
    - 14.2 Hoist control system
    - 14.3 Scoreboard control system
    - 14.4 Video/audio amplifiers and controllers
    - 14.5 Video/visual display modules
    - 14.6 Scoreboards, main and auxiliary
  15. Window and Glazing Systems



## **SCHEDULE 5**

### **Market Professional Criteria for Selection**

Must be independent, third party, with no affiliations with PBLLC, Herbert Simon, PBLLC Affiliate, Simon Family Affiliate or with CIB or MCCRFA.

Costs for services of the Market Professional, including any and all costs to select the individual(s), shall be split equally among the CIB and Manager.

As to matters involving construction, must have significant experience related to the development, design and construction of multi-purpose arenas. Specifically:

- Direct experience as an owner's/tenant representative or principal-in-charge of a recently completed arena/stadium.
- A full understanding of the design and construction process.
- Familiar with contract law, specifically regarding construction related disputes.

## SCHEDULE 6

### Owner's Portion of the FF&E Package

| <b>ITEM DESCRIPTION</b>             | <b>DATE OF ACQUISITION</b> |
|-------------------------------------|----------------------------|
| 2 RIDING SCRUBBERS                  | 12/31/1999                 |
| FORKLIFT 8,000 LBS PNEUMATIC TIRES  | 12/31/1999                 |
| FORKLIFT 5,000 LBS, PNEUMATIC TIRES | 12/31/1999                 |
| RIDING SWEEPER                      | 12/31/1999                 |
| GAS SWEEPER                         | 12/31/1999                 |
| FOOD SERVICE EQUIPMENT              | 12/31/1999                 |
| CONVEYOR DISWASHER                  | 9/7/2012                   |
| VULCAN FRYER                        | 9/7/2012                   |
| DATA NETWORK SYSTEMS CO             | 12/31/1999                 |
| DATA NETWORK SYSTEMS CO             | 4/18/2000                  |
| HP E-MAIL SERVIER                   | 11/30/2011                 |
| SONIC WALL NSA E6500                | 11/30/2011                 |
| VOICE DATA SYSTEM                   | 3/8/2012                   |
| TELE-PRODUCTION FACILITIES          | 12/31/1999                 |
| TELECOMMUNICATIONS CABL 12/31/99    | 12/31/1999                 |
| HYDROTHERAPHY EQUIPMENT 12/31/99    | 12/31/1999                 |
| MOTORIZED SHADES EQUIPME            | 12/31/1999                 |
| LAUNDRY EQUIPMENT                   | 12/31/1999                 |

|  |            |
|--|------------|
| SPA EQUIPMENT  | 12/31/1999 |
| TELECOMMUNICATION EQUIP                                  | 3/21/2000  |
| RETAINAGE/AMERITECH/EQUI                                 | 3/21/2000  |
| ZAMBONI  | 4/28/2009  |
| UASI GRANT - RADIOS AND<br>MISCELLANEOUS RADIO EQUIPMENT | 7/23/2009  |
| NON-FIXED SUITE FURNITURE                                | 12/31/1999 |
| MARQUEE & WAYFINDING SIGN                                | 12/31/1999 |
| MARQUEE & WAYFINDING SIGN                                | 3/21/2000  |
| ICE FLOOR COVER & PORTABL                                | 12/31/1999 |
| ICE FLOOR COVER & PORTABL                                | 4/18/2000  |
| MAINTENANCE EQUIPMENT                                    | 5/9/2000   |
| 145 MAINT. & MATERIAL HANDLIN -<br>residual expense      | 12/31/1999 |
| MAINTENANCE & MATERIAL H                                 | 2/22/2000  |
| POINT-OF-SALE SYSTEMS FOR                                | 3/21/2000  |
| POINT-OF-SALE SYSTEM FOR R                               | 12/31/1999 |
| SYSTEM FURNITURE & FINISHI                               | 12/31/1999 |
| POINT-OF-SALE SYSTEM FOR C                               | 12/31/1999 |
| FOOD SERVICE EQUIPMENT                                   | 8/22/2000  |
| SIGN GRAVER  | 12/31/1999 |
| SYSTEM FURNITURE & FINISH                                | 12/31/1999 |
| SYSTEM FURNITURE & FURNIS                                | 4/18/2000  |

|                                   |            |
|-----------------------------------|------------|
| 150 WINDOW BLINDS/PROJECTION      | 12/31/1999 |
| RETAINAGE/OFFICE WORKS/SY         | 3/21/2000  |
| WINDOW TREATMENT CONTRA           | 3/21/2000  |
| MATERIAL HANDLING EQUIPM          | 11/14/2000 |
| LOCKER ROOM EQUIPMENT             | 12/31/1999 |
| APPLIANCES                        | 12/31/1999 |
| TELEVISION CAMERA PLATFO          | 12/31/1999 |
| PORTABLE RADIOS                   | 12/31/1999 |
| TAPING TREATMENT EQUIPME 12/31/99 | 12/31/1999 |
| ENTRANCE MATS & FRAMES            | 12/31/1999 |
| COMMUNICATIONS CABLING C 12/31/99 | 12/31/1999 |
| BASKETBALL PADS                   | 12/31/1999 |
| PORTABLE RADIOS CONTRACT          | 3/21/2000  |
| LOADING DOCK EQUIPMENT            | 12/31/1999 |
| HYDROTHERAPY EQUIPMENT            | 4/18/2000  |
| TELEVISION CAMERA PLATFO          | 2/22/2000  |
| 3-PINBALL MACHINES                | 12/31/1999 |
| ENTRANCE MATS & FRAMES C          | 3/21/2000  |
| PEDESTRIAN CONTROL EQUIPM         | 12/31/1999 |
| TELECOMMUNICATION CABLI           | 3/21/2000  |
| SPA EQUIPMENT CONTRACT            | 4/18/2000  |

|                           |            |
|---------------------------|------------|
| RIOSCAN INVENTORY SOFTWA  | 4/12/2004  |
| MOTORIZED SHADES CONTRACT | 8/22/2000  |
| TRASH CONTAINERS          | 12/31/1999 |
| LAUNDRY EQUIPMENT CONTR   | 2/22/2000  |
| DOCK EQUIPMENT CONTRACT   | 4/18/2000  |
| APPLIANCES CONTRACT       | 4/18/2000  |
| RETAINAGE/DUNCAN/TELE-PR  | 2/22/2000  |
| BASKETBALL PADS CONTRACT  | 3/21/2000  |
| RETAINAGE/HH GREGG/APPLIA | 4/18/2000  |
| OFFICE FURNITURE & EQUIPM | 12/31/1999 |

## SCHEDULE 7

### Permitted Encumbrances

1. Easement in favor of all utilities with respect to that part of the premises comprised of air rights heretofore vacated by proceedings under Declaratory Resolution No. 84-VAC-40 as set out in a transcript recorded January 31, 1985 as Instrument No. 85-7723.
2. Rights of Downtown Services, Inc., an Indiana corporation with respect to the bridge structure located within the air rights vacated by proceedings under Declaratory Resolution No. 84-VAC-40 and the right of continued support for the same pursuant to a deed recorded September 13, 1983 as Instrument No. 83-66793, a transcript of proceedings under Declaratory Resolution No. 84-VAC-40 recorded January 31, 1985 as Instrument No. 85-7723, and a deed recorded December 16, 1996 as Instrument No. 96-174357.
3. Easements reserved and covenants and agreements set out in the deed from CRC Properties, Inc., a Pennsylvania corporation to the Department of Metropolitan Development Of The Consolidated City of Indianapolis Acting For And On Behalf Of The Metropolitan Development Commission Of Marion County, Indiana, In Its Capacity As The Redevelopment Commission Of The City of Indianapolis, Indiana dated July 18, 1997 and recorded July 24, 1997 as Instrument No. 97-102769 (hereafter called the "1997 CRC Deed"), to-wit:
  - a.) Access Easement 20' in width, commencing at the northerly property line of Tract III of the Insured Real Estate at Virginia and Delaware Avenues and extending southward to Grantor's remaining property; or a substitute easement acceptable to Grantor, at Grantee's sole cost and expense;
  - b.) An easement for Grantor's existing Camp Car Tract No. 518 located on the southerly line of the portion of the Insured Real Estate conveyed by the 1997 CRC Deed together with means of ingress and egress thereto, for maintenance, repair or removal of said track by its employees, agents, contractors or assigns;
  - c.) Covenant of Grantee to release Grantor for any loss or damage, direct or consequential, caused by or arising from the lack or failure to maintain a fence or similar structure between the Insured Real Estate and adjoining land of Grantor or as may be caused by or arise from vibration resulting from the normal operation, maintenance or repair of Grantor's railroad;
  - d.) Covenants related to hazardous substances and their remediation including indemnities and hold harmless provisions relative thereto;
  - e.) Covenant of Grantee to release Grantor from any liability arising out of sliding, shifting or movement of adjoining embankment of Grantor, or the drainage or seepage of water therefrom, upon or into the Insured Real Estate or upon, under, or into anything which may be erected thereon; and

- f.) Permanent easement from Grantee to Grantor for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines, and all of their appurtenances, located in, on, under, over, above, beneath the surface, across or through the portion of the Insured Real Estate conveyed by the 1997 CRC Deed, together with the right to use, maintain, repair, replace, renew, rehabilitate, and remove said facilities and their appurtenances; and further together with the right of impeded ingress and egress in, on, over, across and through such portion of the Insured Real Estate for such purposes.

## SCHEDULE 8

### Real Estate

#### Tract One:

Lots Numbered 7, 8, 9, 10, 11 and 12 in Square 77, and part of Square 98 of the Donation Lands of the City of Indianapolis, Marion County, Indiana, together with that part of Georgia Street heretofore vacated by proceedings under Declaratory Resolution No. 97-VAC-21 as set out in a transcript recorded October 6, 1997 as Instrument No. 97-146909 and also together with that part of Talbot Street heretofore vacated by proceedings under Declaratory Resolution No. 97-VAC-22 as set out in a transcript recorded October 6, 1997 as Instrument No. 97-146910 in the Office of the Recorder of Marion County, Indiana, all being more particularly described as follows:

Beginning at the point of intersection of the East right-of-way line of Pennsylvania Street and the South right-of-way line of Chesapeake Street; thence on said South right-of-way line South 87 degrees 58 minutes 56 seconds East (State Plane Bearing) 419.40 feet to the point of intersection of said South right-of-way line with the West right-of-way line of Delaware Street; thence on said West right-of-way line South 02 degrees 00 minutes 27 seconds West 476.69 feet to a point 30 feet Northerly, by radial measure, of the centerline of the railroad tracks reserved for Amtrak, as existing April, 1997, said point being also on a non-tangent curve concave Southeasterly having a central angle of 00 degrees 47 minutes 39 seconds and a radius of 1717.02 feet; thence concentric with and 30 feet northerly of said centerline the following two courses: 1) southwesterly along said curve to the left an arc distance of 23.80 feet (said arc being subtended by a chord having a bearing of South 64 degrees 36 minutes 59 seconds West, and a length of 23.80 feet to the point of compound curvature of a curve concave southeasterly, having a central angle of 09 degrees 58 minutes 34 seconds and a radius of 835.74 feet; 2) on and along said curve an arc distance of 145.52 feet (said arc being subtended by a chord which bears South 60 degrees 41 minutes 38 seconds West 145.33 feet) to a point on the North face of the concrete tunnel for Pogues Run as existing April, 1997; thence on and along said North face; more or less, the following eight (8) courses: 1) South 71 degrees 29 minutes 43 seconds West 37.05 feet; 2) South 71 degrees 14 minutes 43 seconds West 50.90 feet; 3) South 72 degrees 00 minutes 13 seconds West 49.36 feet; 4) South 72 degrees 26 minutes 52 seconds West 22.19 feet; 5) South 75 degrees 06 minutes 15 seconds West 27.49 feet; 6) south 71 degrees 49 minutes 12 seconds West 50.89 feet; 7) South 71 degrees 19 minutes 39 seconds West 49.25 feet; 8) South 71 degrees 51 minutes 15 seconds West 4.67 feet to the East right-of-way line of Pennsylvania Street; thence on and along said East line North 01 degrees 59 minutes 56 seconds East 438.36 feet to the centerline of Georgia Street, vacated per Declaratory Resolution 97-VAC-21; thence continuing on said East right-of-way line of Pennsylvania Street, North 02 degrees 01 minutes 50 seconds East 224.82 feet to the Point of Beginning.

Also, the East Half of the air rights West of and adjacent thereto heretofore vacated by proceedings under Declaratory Resolution No. 84-VAC-40 as set out in a transcript recorded January 31, 1985 as Instrument No. 85-7723 in the Office of the Recorder of Marion County, Indiana, to-wit:



All of the following described parcel of airspace lying between the horizontal planes located respectively at elevations of 722.78 feet and 1072.78 feet above mean sea level:

Commencing at the intersection of the South line of Georgia Street and the East line of Meridian Street; thence South 00 degrees 2 minutes 5 seconds West along said East line of Meridian Street 470.40 feet said point being on the North face of a concrete retaining wall structure as existing August, 1984; thence the following nine (9) courses being along the North face of said wall: (1) South 89 degrees 38 minutes 30 seconds East 124.00 feet; (2) North 86 degrees 16 minutes 15 seconds East 38.08 feet; (3) North 79 degrees 49 minutes 51 seconds East 50.80 feet; (4) North 74 degrees 15 minutes 15 seconds East 23.90 feet; (5) North 71 degrees 36 minutes 0 seconds East 31.62 feet; (6) North 69 degrees 43 minutes 49 seconds East 53.31 feet; (7) North 69 degrees 28 minutes 44 seconds East 102.53 feet; (8) North 04 degrees 26 minutes 1 second East 13.04 feet; (9) North 86 degrees 26 minutes 36 seconds East 7.98 feet to a point on the West line of Pennsylvania Street, said point being the POINT OF BEGINNING; thence North 75 degrees 42 minutes 6 seconds East along the North face of the bridge being a row of column supports 92.89 feet to the East line of Pennsylvania Street; thence South 0 degrees 2 minutes 14 seconds West along said East line 163.36 feet to a point 15 feet Northerly, by perpendicular measure of the centerline of the westbound main line of Conrail as existing August, 1984, said point also being on a non-tangent curve concave Northwesterly having a central angle of 5 degrees 17 minutes 42 seconds and a radius of 985.00 feet; thence the following two (2) courses being 15 feet Northerly of and parallel with said centerline: (1) Southwesterly along said curve an arc distance of 91.03 feet (said arc being subtended by a chord having a bearing of South 53 degrees 34 minutes 30 seconds West and a length of 91.00 feet; (2) South 56 degrees 13 minutes 31 seconds West 20.24 feet to the West line of Pennsylvania Street; thence North 0 degrees 2 minutes 14 seconds East along said West line 205.69 feet to the POINT OF BEGINNING.

Tract Two:

A part of Square 84 of the Donation Lands of the City of Indianapolis, Marion County, Indiana and a part of vacated Alabama Street, more particularly described as follows:

Beginning at the intersection of the East right-of-way line of South Delaware Street with the West right-of-way line of Virginia Avenue; thence on and along said West right-of-way line South 42 degrees 59 minutes 49 seconds East (State Plane Bearing) 602.11 feet to a point which lies 30.00 feet northerly, by perpendicular measurement, of the centerline of the said Amtrak railroad tracks being the most Northerly of the three Conrail through tracks and also known as the Station lead track; thence parallel with said centerline of the following three courses: 1) South 70 degrees 25 minutes 52 seconds West 354.72 feet; 2) South 70 degrees 20 minutes 28 seconds West 93.09 feet to the point of curvature of a curve concave southeasterly, having a radius of 1717.02 feet and a central angle of 00 degrees 20 minutes 35 seconds; 3) southwesterly on and along said curve, an arc distance of 10.28 feet (said arc being subtended by a chord which bears South 68 degrees 31 minutes 02 seconds West 10.28 feet) to the East right-of-way line of Delaware Street; thence on and along said East right-of-way line North 02 degrees 00 minutes 27 seconds East 594.62 feet to the Point of Beginning.

Tract Three:

Part of Square 78 in the City of Indianapolis, Indiana; also, Lots 1 through 10 in Fletcher, Wilkins and Woods Commissioners Subdivision of Square 78, in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 263, in the Office of the Recorder of Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot 10, running thence East along and with the North line of said Square 78 and the South line of Maryland Street, a measured distance of 240.00 feet to the Northeast corner of aforesaid Square 18, being the intersection of the South line of Maryland Street and the West line of Alabama Street; thence Southwardly along and with the East line of said Square 78 and the West line of Alabama Street, a measured distance of 357.20 feet to the Southeast corner of said Square 78, being the intersection of the West line of Alabama Street and the Northeast line of Virginia Avenue; thence Northwestwardly along and with the Southwestwardly line of Square 70 and the aforesaid Northeastwardly line of Virginia Avenue, a measured distance of 371.70 feet to the Southwestwardly corner of Lot 10 in Square 78; thence Northeastwardly, making an angle of 90 degrees, 00 minutes along the Northwestwardly line of said Lot 10, a distance of 32.00 feet; thence Northwardly along the Westwardly line of said Lot 10 and on a line at right angles to the North line of said Square 78, a distance of 71.10 feet to the place of beginning.

Also, Lot 11 in Fletcher, Wilkins and Woods Commissioners Subdivision of Square 78, in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 263, in the Office of the Recorder of Marion County, Indiana.

Except that part of said Lot 4 conveyed to the City of Indianapolis by deed recorded April 29, 1985 as Instrument #85-31631 in the Office of the Recorder of Marion County, Indiana, to-wit:

Beginning at the Southeast corner of said Lot 4; thence North 44 degrees 58 minutes 09 seconds West 52.44 feet along the Southwestern line of said Lot 4; thence North 81 degrees 54 minutes 03 seconds East 25.00 feet; thence North 39 degrees 51 minutes 37 seconds East 19.16 feet to the East line of said Lot 4; thence South 00 degrees 01 minutes 48 seconds East 55.33 feet along said East line of the Point of Beginning.

Also except that part of said Lot 11 conveyed to the City of Indianapolis by deed recorded April 29, 1985 as Instrument #85-31632 in the Office of the Recorder of Marion County, Indiana, to-wit:

Beginning at the Northwest corner of said Lot 11; thence South 89 degrees 56 minutes 12 seconds East 20.74 feet along the North line of said Lot 11; thence South 20 degrees 48 minutes 05 seconds West 16.08 feet to the Southwestern line of said Lot 11; thence North 44 degrees 58 minutes 09 seconds West 21.27 feet along said Southwestern line to the point of beginning.

## SCHEDULE 9

### Structural, Building Exterior and Roof Components

#### 1. Structural System:

- 1.1 All footings and foundations, piles, pile caps, foundation walls, sub-soil drainage, foundation waterproofing and foundation joint sealers.
- 1.2 All structural concrete (including both cast-in-place and pre-cast) including structural columns, beams, girders, rakers, elevated floor slabs, slab-on-grade, seating risers, roof slabs, connections.
- 1.3 All structural steel including structural columns, beams, girders, rakers, metal deck, connections and joints of all types.

#### 2. Building Exterior Envelope

All costs relating to the following items which are in excess of Fifty Thousand Dollars (\$50,000.00) on an individual basis on any one fiscal year of Manager or which are in excess of Five Hundred Thousand Dollars (\$500,000.00) on a combined basis in the aggregate over the Term (provided that such amounts shall be adjusted by the CPI Percentage Adjustment as of every July after calendar year 2000), it being understood that costs for such items below the threshold shall be borne by Manager:

- 2.1 All building exterior walls including stone, brick, block, precast concrete, cast-in-place concrete, aluminum and glass, metal panel, louvers, storefront, entrance/exit doors, EIFS, or any other material used to protect the building and its interior from the exterior elements.
- 2.2 All exterior wall supports, connections, joints, sealers, expansion joints, insulation, waterproofing, painting and any other material or item necessary to provide and maintain a weather proof building.
- 2.3 All washing, chemical cleaning, pressure cleaning, sandblasting or other cleaning (other than window washing) of the exterior portions of the Fieldhouse, but not more frequently than once every ten (10) years.

#### 3. Roof System

- 3.1 All roofing, including roofs of all types at each and every location on the building, roof material, insulation, roof penetrations, flashes, means of attachment, roof ballast, protective coverings and related materials.
- 3.2 All roof supporting systems including roof deck, support beams, trusses, girders, columns, joints and connections of all types, sealers, insulation, fireproofing and related materials.

EXHIBIT B

Video/Sound System License Fee

| <u>Payment Date</u> | <u>License Fee</u> |
|---------------------|--------------------|
| July 1, 2014        | \$802,505.02       |
| July 1, 2015        | \$922,963.99       |
| July 1, 2016        | \$922,963.99       |
| July 1, 2017        | \$922,963.99       |
| July 1, 2018        | \$922,963.99       |
| July 1, 2019        | \$922,963.99       |
| July 1, 2020        | \$922,963.99       |
| July 1, 2021        | \$922,963.99       |
| July 1, 2022        | \$922,963.99       |
| July 1, 2023        | \$922,963.96       |

## EXHIBIT C

### Municipal Purposes Plan

The Capital Improvement Board of Managers of Marion County, Indiana ("CIB") desires that Banker's Life Fieldhouse (the "Fieldhouse") be operated in a manner that will benefit the public welfare of the citizens of Marion County (the "County") by attracting athletic contests and other types of entertainment, performances and events that contribute to the educational, recreational, economic and cultural development of the community (the "Plan"). The operator of the Fieldhouse shall cooperate in good faith, at no material cost to the operator, to work with Indiana Sports Corporation ("ISC") and CIB to attract the following events to the Fieldhouse:

- World Basketball Championships
- post-season Big Ten basketball tournaments
- Gymnastics Nationals
- NCAA basketball tournaments
- national concert tours
- ISHAA championship events/finals
- other events with significant benefit to the City of Indianapolis, such as, but not limited to Future Farmers of America events

The operator of the Fieldhouse shall reserve the Fieldhouse for a mutually agreed upon number of days each year for use by ISC, the terms and conditions of such use to be negotiated between the operator and ISC on a case by case basis.

The operator of the Fieldhouse shall operate, promote and administrate the Fieldhouse in a manner consistent with this Plan, including as the same relates to accommodating the use of the Fieldhouse for playing home games of the NBA men's and women's basketball team franchises ("NBA and WNBA Teams") and of other professional teams ("Other Teams") reasonably proposed by CIB; provided that the operator's obligations concerning any such Other Teams shall be conditioned upon (i) the operator, in its business judgment, reaching an agreement with such Other Teams regarding such use and occupancy which is economically reasonable given the financial circumstances at the time, (ii) the home game schedules of such Other Teams not conflicting with the NBA and WNBA Teams' home basketball games or with minor league or "farm" team of professional basketball players operating from the Fieldhouse, and (iii) observance of historical scheduling priorities established at the Fieldhouse, including ISC-related events.

This Plan is designed to promote the public welfare of the citizens of the County, increase the economic well-being of the County, grow the County's economy by attracting visitors who will make expenditures benefiting the hospitality and restaurant industries and other businesses in the County, protect and increase property values and promote capital investment in downtown Indianapolis, particularly in areas surrounding the Fieldhouse, increase the County's property tax base, promote additional opportunities for the gainful employment of citizens of the County, retain permanent jobs within the County and attract and retain business enterprises in the County.

EXHIBIT D

Aggregate Advance Amount and Operating Loans Forgiveness Schedule

| <b>NBA Season</b> | <b>Aggregate Advance<br/>Amount Forgiven</b> | <b>Amount of Operating<br/>Loans Forgiven</b> | <b>Unamortized Balance</b> |
|-------------------|--|---|----------------------------|
| 2013/14           | \$1,158,791.67                               |   | \$47,966,693.33            |
| 2014/15           | \$796,669.33                                 | \$6,000,000.00                                | \$41,170,024.00            |
| 2015/16           | \$796,669.33                                 | \$6,000,000.00                                | \$34,373,354.67            |
| 2016/17           | \$796,669.33                                 | \$6,000,000.00                                | \$27,576,685.33            |
| 2017/18           | \$796,669.33                                 | \$4,000,000.00                                | \$22,780,016.00            |
| 2018/19           | \$796,669.33                                 | \$4,000,000.00                                | \$17,983,346.67            |
| 2019/20           | \$796,669.33                                 | \$4,000,000.00                                | \$13,186,677.34            |
| 2020/21           | \$796,669.33                                 | \$4,000,000.00                                | \$8,390,008.00             |
| 2021/22           | \$796,669.33                                 | \$2,000,000.00                                | \$5,593,338.67             |
| 2022/23           | \$796,669.33                                 | \$2,000,000.00                                | \$2,796,669.34             |
| 2023/24           | \$796,669.33                                 | \$2,000,000.00                                | \$0.00                     |

EXHIBIT E

Form of Operating Revenue and Expense Statements

FIELDHOUSE MANAGEMENT LLC  
STATEMENT OF FIELDHOUSE REVENUE AND EXPENSES - UNAUDITED

**REVENUES (Non-Pacers/Fever Events)**

EVENT LICENSE/RENTAL FEES  
FOOD SERVICE & CONCESSIONS  
EVENT PARKING  
EVENT NOVELTY  
EVENT BOX OFFICE

**TOTAL REVENUES**

**EXPENSES**

PERSONAL SERVICES (Non-executive/Non-player Personnel)

SALARIES & WAGES  
OVERTIME  
PAYROLL TAXES  
BENEFITS  
CONTRACTED SERVICES

OPERATING EXPENSES

TRAVEL  
PARKING EXPENSE  
SUPPLIES  
EVENT PROCUREMENT & PROMOTION  
BANK CHARGES & FEES  
OTHER OPERATING EXPENSES

SUPPLIES/REPAIRS/MAINTENANCE

SUPPLIES/REPAIRS  
MAINTENANCE CONTRACTS  
MAINTENANCE EXPENSES

SHARED SERVICES

SHARED SERVICES

**TOTAL EXPENSES**

## EXHIBIT F

### Scheduled Capital Repairs and Replacements

This list is not intended to be a comprehensive or exhaustive list of capital repairs and replacements and shall not limit CIB's or Manager's respective maintenance, repair or replacement obligations in any way. In the event any item, whether or not listed below, reaches its Replacement Threshold or would otherwise be required to be repaired or replaced by CIB, CIB shall promptly perform such repair or replacement as required by the Agreement. Subject to the preceding sentence, (i) the Scheduled Capital Repairs and Replacements shall be completed by CIB pursuant to mutually agreed upon plans and specifications and on a mutually agreed upon schedule (other than the "concrete repair and sealing-ramp and dock," which the parties acknowledge is already in progress), but in any event by December 31, 2017, and (ii) CIB's obligations to complete the Scheduled Capital Repairs and Replacements shall be limited to Seven Million Dollars (\$7,000,000.00) in the aggregate. The parties agree to cooperate in good faith with respect to such schedule to minimize any disruption to Fieldhouse operations and scheduled events, particularly Home Basketball Games, and maximize the availability of the Fieldhouse Complex for events.

#### Scheduled Capital Repair/Replacement

Replace all flooring and carpeting;  
Concrete repair & sealing-ramp and dock;  
New portable seats and folding chairs;  
Scoreboard update (cost to be shared 50/50 between CIB and Manager);  
Fire panel upgrade/fire protection software;  
Cooling tower upgrade;  
Central plant maintenance software;  
Domestic hot water tanks;  
Hot and cold water mixing system;  
Salt tank for water softener;  
Steam pressure control system;  
Water softener control;  
New basketball floor; and  
Lighting system.

CIB shall seek to have funds appropriated for the Scheduled Capital Repairs and Replacements for its fiscal years 2014-2017 in minimum amounts as follows:

2014 - \$3,000,000.00;  
2015 - \$1,500,000.00;  
2016 - \$1,500,000.00; and  
2017 - \$1,000,000.00.

If CIB does not spend the entire amount of funds appropriated for the Scheduled Capital Repairs and Replacements by the end of the applicable year, the same shall not be a CIB Default



hereunder so long as CIB is using good faith, diligent efforts to complete Scheduled Capital Repairs and Replacements estimated to cost at least ninety percent (90%) of the amount of funds appropriated for such year and CIB completes such Scheduled Capital Repairs and Replacements by June 30 of the following year (or by such later date provided in a mutually agreed upon schedule), provided that, in any event, all Scheduled Capital Repairs and Replacements shall be completed by December 31, 2017. Any amount of such funds not utilized in a given year shall be carried over and shall remain available for use to complete the Scheduled Capital Repairs and Replacements. CIB's obligations pursuant to Section 7(a)(v) of this Agreement and this Exhibit F to spend funds for Scheduled Capital Repairs and Replacements in any year shall be subject to CIB obtaining a final appropriation in the corresponding amount set forth above for such year from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of any such fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to Section 7(a)(v) of this Agreement and this Exhibit F for such fiscal year, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof.

EXHIBIT G

Operating Expense Reimbursements

| <u>Date</u>          | <u>Amount of Operating Expense Reimbursement</u> |
|----------------------|--|
| July 1, 2014         | \$7,118,517.00                                   |
| July 1, 2015         | \$7,332,072.51                                   |
| July 1, 2016         | \$7,552,034.69                                   |
| July 1, 2017         | \$7,778,595.73                                   |
| July 1, 2018         | \$8,011,953.60                                   |
| July 1, 2019         | \$8,252,312.21                                   |
| July 1, 2020         | \$8,499,881.57                                   |
| July 1, 2021         | \$8,754,878.02                                   |
| July 1, 2022         | \$9,017,524.36                                   |
| July 1, 2023         | \$9,288,050.09                                   |
| First Extended Term  |  |
| July 1, 2024         | \$9,288,050.09                                   |
| Second Extended Term |  |
| July 1, 2025         | \$9,566,691.59                                   |
| Third Extended Term  |  |
| July 1, 2026         | \$9,853,692.34                                   |

## EXHIBIT H

### CIB Operating Expense Items

- Utilities (electric, steam, gas, water and sewer)
- Commercial General Liability insurance (consistent with Section 8(a)(v))
- Off-site storage
- Ober Lot lease expenses
- LED equipment lease and LED operations/graphics/maintenance (ANC Sports Enterprises, LLC)
- Security (24-hour building)
- Security (guard shack)

## EXHIBIT I

### Excluded Refresh Improvements

#### Basketball

Alter G Treadmill – Basketball  
Diagnostic Ultrasound – Basketball  
Woodway Curve XL Treadmill

#### Broadcast

Radio Broadcast Transmission Equipment  
ENG Camera Systems Maintenance  
HDSDI POV Camera and Fiber Transmitter/Receiver

#### Marketing

CRM (customer relationship management) Software Solution  
Sales Area Office Cubes  
Phone Contact Center – Archtics DSA Integration/Call Center Software/Hardware  
Ticketmaster LIVE Analytics  
Concourse Kiosks  
Dynamic Pricing Software  
Lead Scoring Software  
LCD Monitors for Sales Reps and Accounting Staff  
Tablet PC's for Event Driven Sales – Marketing Department  
iPads

#### Information Technology

Intranet Software Upgrade to Microsoft MOSS – Client Access Licenses with Server Hardware  
& Scheduling Software  
Finance A/P Paperless workflow/Document Management System/Purchasing System  
Facilities Management Software/Incident Tracking and Job Requests Software

#### Merchandising

Replacement of Point of Sale Inventory Management System (HCGS)

## EXHIBIT J

### Approved Refresh Improvements

#### **Basketball**

Pacers Locker Room Reconstruction (including, without limitation, Sharp Media Board/TV Upgrade in Training Room)  
Practice Court Pads  
Versaclimber – Basketball

#### **Box Office**

Box Office Interior Renovation  
Will Call Kiosks (6 in Pavilions)

#### **Concessions**

Concession Equipment and Concession Stand Concept Updates  
(Main/Balcony Concessions, Kitchen, Carts, Other)  
(Club Concession, Main/Balcony Concessions, Pantries, LRR Kitchen, Other)  
(MDR Pantry, Other)

#### **Fever**

Refurbish Locker Room (including, without limitation, new Jet Tub)

#### **General Construction**

Replace Club Level center sections (103, 104, 105 range) with Loge Box Seating  
Combine six Club Level suites to form a Club Suite area (fractional suite offering)  
Create new private, high-end, all-inclusive (liquor, beer, wine, food, etc.) Club on Event Level for Courtside Rows 1 & 2  
Recreate Locker Room Restaurant experience for Courtside Rows 3-7  
Remove wall between Party Suite and two adjacent Club Suites and replace with sliding partitions (both corners)  
Stairway to Event Level  
Create sales closing area in space currently occupied by the Custom Jersey Shop  
Stairway from Entry Pavilion to Main Concourse  
Slightly modify current Legends area to target medium to large groups (attractive all-inclusive price with ballpark fare food & drink - popcorn, hot dogs, nachos, soda, etc.)  
Wall Guards/Bumper in Event Level  
New cabinets/counters in concession, restrooms, trash can units

#### **Information Technology**

Network Infrastructure - includes phone room, computer room and all data closets  
Phone Refresh (all phone sets, software, hardware, etc.)  
Liebert UPS Capacitor Replacement – Phone Room  
Network Fiber Upgrade to 10GB Capacity  
Computer Room/Data Center Relocation to Event Level Southeast  
Recable 2A, 2B and 2D closet for Cable/Switch Management

#### **Operations**

Zamboni (the parties acknowledge that CIB acquired and delivered the Zamboni to the Fieldhouse prior

to the Execution Date and, notwithstanding anything the contrary in this Agreement, the cost thereof shall count against the Aggregate Refresh Budget and the Annual Refresh Budget for 2014)

2 – High Speed Overhead Doors for the Dock Ramp

Entry Pavilion Fans

Escalator Cleaning Machine

New Tennant machines

New snow removal machine (bobcat, toolcat)

Forklift replacement rotation

Furniture Replacements

**Painting**

Founders & Club Level wall covering

Paint Stairs and Stairwells

Paint Walls and Doors in all public areas

**Production/Display 1**

IMS & Star Pavilion (8' x 16' Displays, 8 Total):

Balcony Concourse LED Boards (8' x 16' Displays, 4 Total):

(4) Indoor Endzone LED Matrix replacement (Tri-Vision Panel)

Georgia Street: Elevator Shaft LED Video Display (1x):

Balcony Concourse LED Boards (8' x 24' Displays, 2 Total):

Entry Pavilion: Digital Wall above Box Office/Flipper-Flap Board (hardware and software)

LED Street Fascia Overpass (1x)

Main Street Entrance LED Display (1x)

**Windows**

Replace all house reduction curtains with flame resistant velour

Replace Green Vomitory and Storage Curtains

Replace the existing black backstage curtains with flame resistant velour

Window Coverings (Blinds) for Windows in Pacers Square

New Drape on Retractable

## EXHIBIT K

### Appraisal Provisions

Any appraiser selected to determine the Appraised Value shall (i) be a valuation firm (including an investment bank) of national standing or that otherwise is recognized as an expert in the purchase and sale of professional sports franchises in the United States, (ii) have at least ten (10) years' experience in the valuation of professional sports franchises in the United States, and (iii) be independent of PBLLC, CIB and their respective affiliates.

The Appraised Value shall be the price at which all of the PBLLC Assets would be expected to pass from a willing seller to a willing buyer in an arm's length transaction, each having access to all the relevant facts and acting freely. The Appraised Value shall be determined consistent with market practices for valuing sports assets, including the use of complementary valuation methodologies and taking into account the qualitative characteristics of the team, the NBA (including its current Collective Bargaining Agreement), and its current and available markets.

## EXHIBIT L

### Basketball Capital Improvement Reimbursement Amount

The cost of any of the following Refresh Improvements (to the extent actually completed and paid for using funds from an Annual Refresh Budget) shall be amortized (monthly) on a straight line basis from the date of completion of such Refresh Improvement through June 30, 2024. The aggregate unamortized amounts of all such Refresh Improvements on the date this Agreement is terminated shall be the Basketball Capital Improvement Reimbursement Amount.

- Pacers Locker Room Reconstruction
- Basketball Practice Court Pads
- Versa Climber - Basketball
- Refurbish Fever Locker Room