

FIRST AMENDMENT TO AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT (this "**Amendment**") is entered as of *December 14*, 2015 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**").

RECITALS

A. MCCRFA, CIB, PBLLC, PBLeasing and Manager entered into that certain Amended and Restated Fieldhouse Operating Agreement on April 21, 2014, with an Effective Date of January 1, 2014 (the "**Agreement**").

B. The parties desire to develop the Elevated Lot as a training facility and, in connection therewith, to amend the Agreement to remove the Elevated Lot and the Staff Parking Spaces therefrom as set forth below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCCRFA, CIB, PBLLC, PBLeasing and Manager agree as follows:

1. **Elevated Lot.** The definition of "Elevated Lot" in Exhibit A attached to the Agreement and all references to the Elevated Lot in the Agreement are hereby deleted in their entirety. Notwithstanding the deletion of references to the Elevated Lot in Section 7(g) of the Agreement, Refresh Improvements may include improvements, fixtures and equipment that may be partially located within the training center project to be constructed on the Elevated Lot (the "**Training Center**") so long as such improvements, fixtures and equipment are part of a unified system shared by the Fieldhouse and the Training Center (e.g. telecommunications, information technology and data systems).
2. **Staff Parking Spaces.** The definition of "Staff Parking Spaces" in Exhibit A attached to the Agreement, the second sentence of Section 1(b) of the Agreement and all references to the Staff Parking Spaces in the Agreement are hereby deleted in their entirety.
3. **Delaware Street Tunnel.** Pursuant to Section 12 of the Agreement, CIB hereby consents to the alteration of the Fieldhouse in order to construct that portion of the Delaware Street Tunnel (as defined in that certain Training Facility Use Agreement of even date herewith executed by CIB and Pacers Training Facility, Inc. (the "**Use Agreement**")) located on the Real Estate in accordance with the Plans (as defined in the Use Agreement).


4. **Reinstatement.** After any termination of that certain Training Facility Use Agreement of even date herewith executed by CIB and Pacers Training Facility, Inc., except for the deletion of references to the Elevated Lot in Section 7(g) of the Agreement, the second sentence of Section 1 of this Amendment and Section 3 of this Amendment, this Amendment shall be of no further force or effect and the Agreement reinstated to its original terms and conditions if the Elevated Lot is in substantially the same condition as it is on the Effective Date or is restored to a surface parking lot in accordance with the terms and conditions of the Use Agreement.

5. **Miscellaneous.** Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement. To the extent not amended, modified or supplemented hereby, all other terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of an inconsistency between the terms and provisions contained in the Agreement and those set forth in this Amendment, the terms and provisions of this Amendment shall control. This Amendment may be executed in one or more counterparts or by use of counterpart signature pages. Furthermore, executed counterparts or counterpart signature pages of this Amendment may be delivered by facsimile or other reliable electronic means (including sending .pdf documents by electronic mail), and executed counterparts or counterpart signature pages so delivered shall be deemed to be originals for all purposes and shall be valid and binding for all purposes.

[SIGNATURE PAGE FOLLOWS]

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

THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA

By: 

Printed: Earl A. Goode

Title: President, Capital Improvement Board

MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY

By: 

Printed: John P. Klipsch

Title: Secretary/Treasurer MCCRFA

PACERS BASKETBALL, LLC

By: _____
Herbert Simon, Manager

PBLEASING, LLC

By: _____
Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By: _____
Herbert Simon, Manager

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

THE CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY, INDIANA

By: _____

Printed: _____

Title: _____

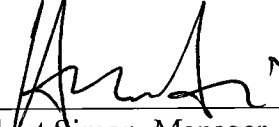
MARION COUNTY CONVENTION AND
RECREATIONAL FACILITIES AUTHORITY

By: _____

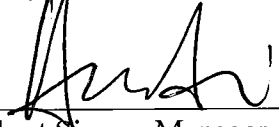
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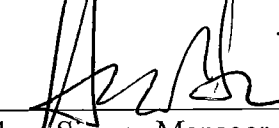
PACERS BASKETBALL, LLC

By:  _____
Herbert Simon, Manager

PBLEASING, LLC

By:  _____
Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By:  _____
Herbert Simon, Manager