

RESOLUTION

CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA

WHEREAS, the Capital Improvement Board of Marion County, Indiana (the "CIB") is authorized by its enabling statute, Indiana Code § 36-10-9, to finance, construct, equip, operate and maintain any capital facilities or improvements of general public benefit or welfare which promote and serve the commercial, industrial and cultural interests of Indiana and its citizens;

WHEREAS, the CIB is authorized pursuant to Indiana Code § 36-10-9-6(12) to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under said enabling statute;

WHEREAS, after lengthy negotiations between representatives of the CIB and Pacers Basketball, LLC ("PB"), the CIB and PB have reached agreement as to the terms, conditions, and provisions of an interim bridge agreement, the terms, conditions, and provisions of which have been incorporated into an amendment ("Amendment") to the Conseco Fieldhouse Operating Agreement ("Operating Agreement") by and among the Marion County Convention and Recreational Facilities Authority ("MCCRFA"), the CIB, PB, and Melvin and Herbert Simon, the Conseco Fieldhouse Financial Agreement by and between the CIB and PB, the Virginia Avenue Parking Garage Parking Agreement by and between the CIB and PB, and the Understanding of Defined Terms by and among the CIB, the Authority, PB, and Melvin and Herbert Simon (collectively referred to as the "Fieldhouse Complex Documents");

WHEREAS, the CIB believes it would be in the best interest of the CIB, MCCRFA, the City of Indianapolis, Marion County, the State of Indiana and the citizens thereof to amend the Fieldhouse Complex Documents to include the terms, conditions, and provisions of the Amendment; and

WHEREAS, the CIB desires to approve and execute the Amendment.

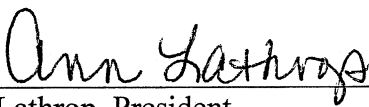
NOW, THEREFORE, BE IT RESOLVED BY THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA AS FOLLOWS:

1. It is in the best interests of the CIB, MCCRFA, the City of Indianapolis, Marion County, the State of Indiana and the citizens thereof that the Fieldhouse Complex Documents be amended by entering into that certain Amendment, the form of which has been presented. The CIB approves the Amendment and requests that MCCRFA approve and enter into the Amendment.

2. The President or Vice President and each of them is hereby authorized to execute the Amendment in the form presented and with such changes as are approved by the President or Vice President and each of them, and to take all such actions and execute all such instruments as are desirable to carry out the transactions contemplated by or resulting from the Amendment and this Resolution, in such forms as the President or Vice President executing the same shall deem proper, to be conclusively evidenced by the execution thereof. The Board hereby authorizes and approves making of the initial payment to the PB thereunder, without further approval of any claim voucher or other action, after the parties have entered into the Amendment.

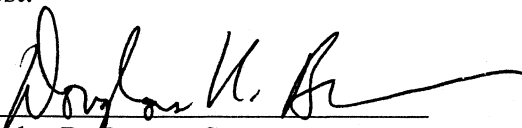
Adopted this 16th day of July, 2010.

CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY



Ann Lathrop, President

Attest:



Douglas R. Brown, Secretary

AMENDMENT TO CONSECO FIELDHOUSE COMPLEX DOCUMENTS

This Amendment to the Conseco Fieldhouse Complex Documents (the "Amendment") is entered into this ____ day of _____, 2010, effective as of the Effective Date as defined in Section 2.05 herein, by and among Marion County Convention and Recreation Facilities Authority ("MCCRFA"), the Capital Improvement Board of Managers of Marion County, Indiana (the "CIB"), Pacers Basketball, LLC ("PBLLC"), an Indiana limited liability company, Herbert Simon, and The Herbert Simon Revocable Trust under that certain Restatement of The Herbert Simon Revocable Trust Agreement dated December 19, 2008, as amended, modified or restated from time to time (the "Herbert Simon Trust").

RECITALS:

WHEREAS, MCCRFA, the CIB, Pacers Basketball Corporation, an Indiana corporation, and Melvin and Herbert Simon entered into a Conseco Fieldhouse Operating Agreement as of November 1, 1999 (the "Operating Agreement"), the CIB and Pacers Basketball Corporation entered into a Conseco Fieldhouse Financial Agreement as of November 1, 1999 (the "Financial Agreement"), the CIB and Pacers Basketball Corporation entered into a Virginia Avenue Parking Garage Parking Agreement effective as of November 1, 1999 (the "Parking Agreement"), and the CIB, MCCRFA, Pacers Basketball Corporation, Melvin and Herbert Simon entered into an Understanding of Defined Terms as of November 1, 1999 (the "Understanding of Defined Terms");

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

WHEREAS, PBLLC is the successor to Pacers Basketball Corporation's rights and obligations under the Fieldhouse Complex Documents as a result of the entity conversion of Pacers Basketball Corporation into Pacers Basketball, LLC which became effective on February 2, 2009;

WHEREAS, the Herbert Simon Trust is the successor in interest to Melvin Simon's rights and obligations under the Fieldhouse Complex Documents;

WHEREAS, all capitalized terms set forth herein which are not expressly defined herein shall have the respective meanings set forth in the Understanding of Defined Terms;

WHEREAS, the parties to this Amendment desire to amend the Fieldhouse Complex Documents as provided herein; and

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, the parties to this Amendment covenant and agree as follows:

ARTICLE I

AMENDMENTS

Section 1.01. Early Termination Right Restriction. Between the Effective Date and June 30, 2013, PBLLC shall have no right to terminate the Operating Agreement pursuant to Section 4 of the Financial Agreement or for any other reason other than those provided for in Sections 10(b) and 29 of the Operating Agreement, or fail or refuse to adhere to the operating covenants set forth in Section 4(b) of the Operating Agreement. For purposes of clarification and avoidance of doubt, the Pacers will continue to play their Home Basketball Games at the Conseco Fieldhouse, subject to the CIB's right of specific performance as provided in Section 1.07 of this Amendment, and PBLLC shall continue to adhere to Section 4(b) of the Financial Agreement, but the earliest that PBLLC can provide Early Termination Notice is July 1, 2012 to be effective at the conclusion of the 2012-2013 NBA Season.

Section 1.02. Loans to PBLLC for Fieldhouse Complex Operating Expenses. The CIB will provide PBLLC with the following loans, without interest, for the payment of operating and maintenance expenses of the Fieldhouse Complex (each an "Operating Loan" and collectively, the "Operating Loans"):

- (a) \$10,000,000 on the Effective Date;
- (b) \$10,000,000 on January 15, 2011; and
- (c) \$10,000,000 on January 15, 2012.

The CIB's obligation to provide PBLLC with an Operating Loan on January 15, 2011 and January 15, 2012 shall be subject to the CIB obtaining a final appropriation in the amount of the required Operating Loan for each of those years from the appropriate fiscal body. PBLLC shall provide support to the CIB's communication initiative in obtaining such appropriations. If the required Operating Loan to be made on January 15, 2011 or January 15, 2012 is not appropriated by the appropriate fiscal body, such shall not constitute an "Event of Default by CIB" under Section 13(c) or a failure or refusal of the CIB to fulfill a material obligation under Section 29 of the Operating Agreement, but the restrictions imposed on PBLLC's Early Termination Right under Section 1.01 hereof shall terminate.

Section 1.03. Use of Proceeds. The proceeds of the Operating Loans shall be used solely for the payment of the expenses of operating and maintaining the Fieldhouse Complex.

Section 1.04. Repayment of Operating Loans. After the conclusion of each NBA Season beginning with the 2013-2014 NBA Season, portions of the Operating Loans shall automatically be forgiven in accordance with the schedule provided in Exhibit A attached hereto. If the CIB does not provide PBLLC with an Operating Loan on January 15, 2011, the principal balance of the Operating Loan provided to PBLLC on the Effective Date shall be forgiven at the end of the 2010-2011 NBA Season, if PBLLC has fully complied with the Fieldhouse Complex

Documents through the end of the 2010-2011 NBA Season. If the CIB provides PBLLC with an Operating Loan on January 15, 2011 but does not provide an Operating Loan on January 15, 2012, the principal balance of the Operating Loan provided to PBLLC on January 15, 2011 shall be forgiven at the end of the 2011-2012 NBA Season, if PBLLC has fully complied with the Fieldhouse Complex Documents through the end of the 2011-2012 NBA Season, and the principal balance of the Operating Loan provided on the Effective Date shall be automatically forgiven in accordance with the schedule provided in Exhibit A, if PBLLC has fully complied with the Fieldhouse Complex Documents through the end of each applicable NBA Season. The outstanding amount of the Operating Loans that has not been forgiven pursuant to this Section 1.04 shall become immediately due and payable upon termination of the Operating Agreement; provided however if the termination is associated with a sale or transfer of PBLLC ownership interests or assets that triggers the CIB's Right of First Refusal, the outstanding amount of the Operating Loans that has not been forgiven shall be paid at closing of such sale or transfer of PBLLC ownership interests or assets. For example, if the Operating Agreement is terminated prior to or during the 2013-2014 NBA Season, PBLLC shall be obligated to repay the outstanding principal balance of the Operating Loans, thirty million dollars (\$30,000,000), as provided in this Section 1.04. For purposes of clarification and avoidance of doubt, repayment of the Operating Loans pursuant to this Section 1.04 is in addition to any payments, such as the Termination Fee, that are due to the CIB under the Fieldhouse Complex Documents. Notwithstanding anything to the contrary set forth herein, the exercise of PBLLC's Early Termination Right shall be rescinded and of no force or effect if PBLLC fails to pay the outstanding principal balance of the Operating Loans in accordance with this Section 1.04.

Section 1.05. Parking Fee. For the remainder of the Term of the Parking Agreement, PBLLC shall pay the CIB an annual fee of one dollar (\$1.00) for the use of the Parking Spaces (and if required, any Temporary Parking Spaces). The CIB shall not be required to reimburse PBLLC pursuant to Section 3 of the Financial Agreement for any maintenance and utility costs or other costs incurred in the operation of the Fieldhouse Complex for the remainder of the Term of the Operating Agreement.

Section 1.06. Fieldhouse Capital Improvements. The CIB agrees to acquire or construct Fieldhouse Capital Improvements, as hereinafter defined, by commencing and diligently pursuing such within a reasonable period after the later of (1) the mutual concurrence with PBLLC as to the Fieldhouse Capital Improvements to be so acquired or constructed and (2) with respect to any such improvements costing on a cumulative basis more than \$3,500,000, the receipt by the CIB of the covered taxes as described in the defined term "2009 PSDA Amount." "Fieldhouse Capital Improvements" shall mean capital improvements made to the Fieldhouse Complex, which improvements (a) shall be agreed upon by the CIB and PBLLC, (b) shall not cause damage to or impair the value of the Fieldhouse Complex and (c) shall be at an aggregate cost and expense to the CIB not exceeding the sum of (i) \$3,500,000 plus (ii) the 2009 PSDA Amount. The "2009 PSDA Amount" shall mean an amount that is equal to the aggregate additional "covered taxes," as defined in IC 36-7-31-6(b), required to be deposited in the CIB's Sports and Convention Facilities Operating Fund pursuant to IC 36-7-31 et seq. that (1) relate to taxable events which occurred prior to January 1, 2010 and (2) are received by the CIB after the Effective Date.

In any case, the CIB and PBLLC will work together in good faith on implementing this Section 1.06. These incremental capital expenditures by the CIB are in addition to those currently required under the Fieldhouse Complex Documents.

Section 1.07. Specific Performance.

(a) Acknowledgment Regarding Benefits to the CIB, City of Indianapolis, Marion County, and the State of Indiana. PBLLC hereby acknowledges, agrees and stipulates that (1) the public economic, civic and social benefits from the Indiana Pacers playing NBA basketball games in the Fieldhouse Complex as required by the Fieldhouse Complex Documents are unique, extraordinary and immeasurable, (2) the subject matter of the Fieldhouse Complex Documents and this Amendment are unique, (3) the CIB, 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 breaches its obligations under this Amendment or Sections 4(b), 4(c), 4(f), 4(h), or 11 of the Operating Agreement, and (4) money damages for any such breach could not adequately compensate the CIB.

(b) Entitlement to Specific Performance and Related Remedies. PBLLC hereby further acknowledges, agrees and stipulates that (1) 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 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 specific performance and any other temporary, preliminary or permanent injunctive relief for any breach or threatened or imminent breach of this Amendment or Sections 4(b), 4(c), 4(f), 4(h), or 11 of the Operating Agreement and (2) the administration of a properly-tailored order for such relief under such circumstances would not be impractical.

(c) Waiver. PBLLC hereby expressly waives the right to assert any claim contrary to any of the acknowledgments and stipulations set forth in Sections 1.07(a) and 1.07(b) of this Amendment.

(d) Consent to Personal Jurisdiction. The parties consent to the personal jurisdiction of the state and federal courts sitting in Marion County, Indiana for purposes of any dispute arising in connection with this Amendment or the Fieldhouse Complex Documents.

Section 1.08. Enhancement of Specific Performance Right. The CIB and PBLLC hereby agree that the arbitration procedures set forth in Section 32 of the Operating Agreement may not be invoked with respect to any breach or default or threatened breach or default for which the CIB seeks to exercise its rights under Section 1.07 hereof or any other breach or default or threatened breach or default under this Amendment.

Section 1.09. Net Cash Flow and Net Sales Proceeds. For all purposes of the Fieldhouse Complex Documents, Net Cash Flow, as defined in the Understanding of Defined Terms, shall exclude the proceeds of Operating Loans in the fiscal years in which they are received by PBLLC. Notwithstanding anything to the contrary in subsection (b) of the definition of "Net Sales Proceeds" in the Understanding of Defined Terms, the principal balance of the Operating Loans not forgiven pursuant to Section 1.04 herein shall be treated as an Approved Loan to be deducted from gross proceeds in computing "Net Sales Proceeds."

ARTICLE II

MISCELLANEOUS

Section 2.01. Amendment. The Fieldhouse Complex Documents shall be amended as set forth herein and the term "Fieldhouse Complex Documents" shall include this Amendment for all purposes including Section 11(d) of the Operating Agreement. All terms, conditions and covenants contained in the Fieldhouse Complex Documents not amended hereby shall remain the same and shall continue in full force and effect. In the event of any conflict between the Fieldhouse Complex Documents and this Amendment the terms of this Amendment shall control.

Section 2.02. Binding Effect. Subject to all terms and provisions of the Fieldhouse Complex Documents and this Amendment regarding assignments or transfers, the provisions of this Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

Section 2.03. Authorization.

(a) Subject to obtaining approval of this Amendment by the governing board of the CIB and the governing board of MCCRFA (collectively the "Governing Board Approvals"), the CIB and MCCRFA represent and warrant that they have the full right, power and authority to execute and deliver this Amendment and to perform and satisfy their obligations and duties hereunder. Subject to receipt of the Governing Board Approvals, this Amendment has been duly executed and delivered by the CIB and MCCRFA.

(b) PBLLC represents and warrants that (1) it has been duly organized, and is validly existing and in good standing, under the laws of the State of Indiana, (2) it has performed and complied with all applicable laws, ordinances, rules and regulations as are necessary or requisite to PBLLC's entering into this Amendment, and (3) has the full right, power and authority to execute and deliver this Amendment and to perform and satisfy its obligations and duties hereunder. This Amendment has been duly executed and delivered by PBLLC.

(c) Herbert Simon and the Herbert Simon Trust represent and warrant that they have the full right, power and authority to execute and deliver this Amendment and to perform and satisfy its obligations and duties hereunder. This Amendment has been duly executed and delivered by Herbert Simon and the Herbert Simon Trust.

Section 2.04. Validity; Enforceability; Counterparts. Upon signature by all of the parties hereto and receipt of the Governing Board Approvals, this Amendment shall be final and constitute legal, valid, and binding obligations of the parties hereto, enforceable against the parties hereto in accordance with its terms, except as such enforceability may be limited by applicable Indiana law and by equitable limitations on the availability of specific remedies and a court's discretion in applying principles of equity. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of such shall constitute but one and the same instrument.

Section 2.05. Effective Date. The Effective Date of this Amendment shall be the date of receipt of the last of the Governing Board Approvals.

[This space intentionally left blank. Signature page to follow.]

Executed as of the date first above written.

**MARION COUNTY CONVENTION AND
RECREATION FACILITIES AUTHORITY
("MCCRFA")**

By: _____
Printed Name: _____
Title: _____

**THE CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY, INDIANA
("CIB")**

By: _____
Printed Name: Ann Lathrop, CPA
Title: President

**PACERS BASKETBALL, LLC ("PBLLC")
Herbert Simon Revocable Trust dated December 19, 2008
Managing Member**

By: _____
Printed Name: Herbert Simon
Title: Trustee

Herbert Simon, Individual ("Simon")

**THE HERBERT SIMON REVOCABLE TRUST, under
that certain Restatement of The Herbert Simon Revocable
Trust Agreement dated December 19, 2008 as amended,
modified or restated from time to time ("Herbert Simon
Trust")**

By: _____
Printed Name: Herbert Simon
Title: Trustee

EXHIBIT A

Operating Loans Schedule

<u>NBA Season</u>	<u>Principal Amount Forgiven</u>
2013-2014	\$2,000,000.00
2014-2015	\$3,000,000.00
2015-2016	\$6,000,000.00
2016-2017	\$6,000,000.00
2017-2018	\$6,000,000.00
2018-2019	\$6,000,000.00
2019-2020	\$1,000,000.00