

AMENDED AND RESTATED VIRGINIA AVENUE PARKING GARAGE PARKING AGREEMENT

This AMENDED AND RESTATED VIRGINIA AVENUE PARKING GARAGE PARKING AGREEMENT (this "**Agreement**"), is entered into on this ___ day of April, 2014 to be effective (subject to NBA approval of the Operating Agreement pursuant to Section 38 thereof) as of January 1, 2014 (the "**Effective Date**") and is made by and among the Capital Improvement Board of Managers of Marion County, Indiana (the "**CIB**") and Pacers Basketball, LLC, an Indiana limited liability company ("**PBLLC**"), and Fieldhouse Management, LLC, an Indiana limited liability company ("**Manager**"). WITNESSES THAT:

RECITALS

A. CIB owns that certain tract of real estate located in Marion County, Indiana, more particularly described and/or depicted on Exhibit "A," attached to this Agreement and incorporated by this reference, upon which a five-story parking garage is located (the "**Virginia Avenue Parking Garage**").

B. CIB owns that certain tract of real estate located in Marion County, Indiana, which is more particularly described and/or depicted on Exhibit "B," attached to this Agreement and incorporated by this reference, together with the elevated surface parking lot thereon (the "**Elevated Lot**"). There are one hundred forty-four (144) standard automobile parking spaces on the Elevated Lot described and/or depicted on Exhibit "B".

C. Pursuant to that certain Virginia Avenue Parking Garage Parking Agreement, dated November 1, 1999 (as heretofore amended, the "**Original Parking Agreement**"), by and between the CIB and Pacers Basketball corporation ("**PBC**"), the CIB agreed to provide PBC with certain rights or to cause certain rights to be provided to PBC for the use of standard automobile parking spaces in the Virginia Avenue Parking Garage and on the Elevated Lot.

D. PBLLC is the successor to PBC as a result of the entity conversion of PBC into PBLLC and Manager is a wholly-owned subsidiary of PBLLC.

E. Concurrently herewith, the CIB, PBLLC and Manager, among others, are entering into that certain Amended and Restated Fieldhouse Operating Agreement with an effective date of January 1, 2014 (the "**Operating Agreement**") and the CIB, PBLLC and Manager desire to amend and restate the Original Parking Agreement on the terms and conditions below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CIB, PBLLC and Manager agree as follows:

ARTICLE I

DEFINITIONS

When used in this Agreement with initial capital letters, the following words and phrases shall have the following meanings; provided that capitalized terms not defined herein shall have the meaning ascribed to them in Exhibit A of the Operating Agreement:

"Additional Scheduled Event(s)" means any Event(s) added to the Event Schedule for a given year after Manager provides said Event Schedule to the CIB.

"Available Spaces" means the total number of standard automobile parking spaces in the Virginia Avenue Parking Garage on the date of the first Event after the Substantial Completion Date which is a NBA game minus the number of Parking Spaces allocated to PBLCC for such event.

"Casualty Damage" shall have the meaning specified in Section 10.01 of this Agreement.

"Condemnation" shall have the meaning specified in Article XI of this Agreement.

"Day Event" means any sporting event, concert or performance beginning in the Fieldhouse before 6:00 p.m. on a Weekday.

"Day Event Garage Spaces" shall have the meaning specified in Section 3.02 of this Agreement.

"Emergency" means a situation in which one or more of the Parking Spaces to which Manager is entitled under this Agreement are, in the CIB's opinion, hazardous to the safety of persons or property, or are unavailable, inaccessible or otherwise unusable due to the failure of a party to perform or observe one or more of the terms and conditions of this Agreement.

"Employee Spaces" shall have the meaning specified in Section 3.07 of this Agreement.

"Event Schedule" means the schedule of all Events planned for a given year in the Fieldhouse, excluding NBA and WNBA games.

"Event(s)" means any or all Day Events, Night Events, Weekend Events, Extraordinary Events and Special Day Events.

"Extraordinary Event" means any event in the Fieldhouse that begins before 7:00 p.m. on a Weekday and is listed on Exhibit "C" to this Agreement.

"Extraordinary Event Garage Spaces" shall have the meaning specified in Section 3.05 of this Agreement.

"Liability Insurance" shall have the meaning specified in Section 9.01 (b) of this Agreement.

"NBA Schedule" means the official regular season schedule of NBA games to be played in the Fieldhouse.

"Night Event" means any sporting event, concert or performance beginning in the Fieldhouse at or after 6:00 p.m. on a Weekday.

"Night Event Garage Spaces" shall have the meaning specified in Section 3.03 of this Agreement.

"North Lot" shall have the meaning specified in Section 3.09 of this Agreement.

"Operating Plan" shall mean the plan for management, maintenance, security and other services to be provided by the Parking Managers pursuant to Article VI of this Agreement and which is attached as Exhibit "D" hereto.

"Parking Criteria" shall mean that all vehicles parked in the Virginia Avenue Parking Garage for an Event which are attempting to exit the Virginia Avenue Parking Garage immediately after the conclusion of the Event are able to exit the Virginia Avenue Parking Garage onto a public street within forty (40) minutes after the conclusion of the Event.

"Parking Facilities" means the Virginia Avenue Parking Garage and the Elevated Lot.

"Parking Managers" mean professional managers experienced in managing and maintaining public parking facilities in downtown Indianapolis, Indiana.

"Parking Passes" means any access card, coupon book, pass or placard, or other item evidencing the right to use one of the Parking Spaces to which Manager or PBLLC is entitled to issue and use under this Agreement.

"Parking Revenue Measurement Period" means, for a Day Event, Night Event, Weekend Event, Extraordinary Event, or Special Day Event, the period beginning two (2) hours prior to the scheduled start of an Event, but ending in all such cases two (2) hours after the start of the last game, match, contest or other distinct activity relating to such Event.

"Parking Revenue Pool" means the gross income, fees, compensation and other revenue collected by or for, or accruing to, the CIB from the admission of Unused Parking Space Occupants to the Virginia Avenue Parking Garage (or the Temporary Parking Spaces or the Replacement Parking Facility, if applicable) during the Parking Revenue Measurement Period.

"Parking Spaces" shall have the meaning specified in Article III of this Agreement.

"Permitted License" means a contractual right or license issued to a single entity by or for the CIB to allow the parking of 25 or more vehicles in the Virginia Avenue Parking Garage on a regular basis and predominately devoted to providing non-Event parking.

"Replacement Parking Facility" means a structural parking facility or a surface parking facility, as the case may be, similar in location, quality and amenities to the parking facility being replaced and located within the area identified in Exhibit "F", attached hereto and incorporated herein by this reference, or other location reasonably acceptable to Manager and the CIB.

"Special Day Event" means any assemblage of patrons organized under the auspices or with the authority of Manager beginning in the Fieldhouse before 6:00 p.m. on a Weekday which is not a Day Event, Night Event, Weekend Event or Extraordinary Event,

"Special Day Event Garage Spaces" shall have the meaning specified in Section 3.06 of this Agreement.

"Specific Emergency Operational Issues" shall mean any incident, occurrence, circumstance or set of circumstances existing in the period beginning two (2) hours before any Event and ending two (2) hours after said Event which, in Manager's reasonable estimation, constitutes a substantial risk of imminent material harm to persons or property in the Virginia Avenue Parking Garage. Specific Emergency Operational Issue shall also include any incident, occurrence, circumstance or set of circumstances which the Vice President of Operations of PBLLC and the President of the CIB agree constitutes a Specific Emergency Operational Issue.

"Surface Spaces" shall have the meaning specified in Section 3.01 of this Agreement.

"Temporary Parking Spaces" means safe and clean standard automobile parking spaces in structured parking facilities and/or surface parking facilities in locations identified in Exhibit "E," attached hereto and incorporated herein by this reference or other locations reasonably acceptable to Manager and the CIB.

"Term" shall have the meaning specified in Section 2.03 of this Agreement.

"Unavoidable Delay" means and includes any delay caused by reason of fire, casualty, strikes, lock-outs, labor troubles, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrection, war, natural disaster, weather or the act, failure to act, or default of the other party, or other reason beyond the subject party's control.

"Unused Parking Space Occupants" for a Night Event, Weekend Event or Extraordinary Event means the number of vehicles determined by subtracting the number of Parking Spaces actually used by the holders of Parking Passes issued for such Event from the lesser of (a) the number of vehicles admitted to the Virginia Avenue Parking Garage (or the Temporary Parking Spaces or the Replacement Parking Facility, if applicable) for such Event, inclusive of vehicles admitted by the presentation of a Parking Pass, but exclusive of those vehicles gaining admission through (i) a Permitted License or (ii) subject to the limitation set forth in Section 7.02, the presentation of a sticker, card, pass or other means allowing access without charge through an arrangement with the CIB or its agents or Parking Managers, or (b) 1400; for a Day Event means the number of vehicles determined by subtracting the number of Parking Spaces actually used by the holder of Parking Passes issued for such Event from the lesser of (a) the number of vehicles admitted to the Virginia Avenue Parking Garage (or the Temporary Parking Spaces or the Replacement Parking

Facility, if applicable) for such Event, inclusive of vehicles admitted by the presentation of a Parking Pass, but exclusive of those vehicles gaining admission through (i) a Permitted License or (ii) subject to the limitation set forth in Section 7.02, the presentation of a sticker, card, pass or other means allowing access without charge through an arrangement with the CIB or its agents or Parking Managers, or (b) 850; and for a Special Day Event means the number of vehicles determined by subtracting the number of Parking Spaces actually used by the holder of Parking Passes issued for such Event from the lesser of (a) the number of vehicles admitted to the Virginia Avenue Parking Garage (or the Temporary Parking Spaces or the Replacement Parking Facility, if applicable) for such Event, inclusive of vehicles admitted by the presentation of a Parking Pass, but exclusive of those vehicles gaining admission through (i) a Permitted License or (ii) subject to the limitation set forth in Section 7.02, the presentation of a sticker, card, pass or other means allowing access without charge through an arrangement with the CIB or its agents or Parking Managers, or (b) 300.

"Weekday" means Monday, Tuesday, Wednesday, Thursday or Friday:

"Weekend Event" means any sporting event, concert or performance beginning in the Fieldhouse on a Saturday or Sunday.

"Weekend Event Garage Spaces" shall have the meaning specified in Section 3.04 of this Agreement.

"WNBA" means the Women's National Basketball Association.

"WNBA Schedule" means the official regular season schedule of WNBA games to be played in the Fieldhouse.

ARTICLE II

TERM

The term of this Agreement (the "**Term**") commenced on the Commencement Date and shall expire and this Agreement shall terminate on the date on which the Operating Agreement expires or is terminated.

ARTICLE III

GRANT OF RIGHTS

The CIB hereby grants to Manager, for the period of the Term, the right, authority, license and privilege to use the following parking spaces (collectively, together with the substitute parking spaces in any Replacement Parking Facility provided under this Agreement, the "**Parking Spaces**") as allocated under, and according to, the terms and conditions of this Article III.

Section 3.01. Surface Spaces. At all times during the Term, Manager shall have the right to use all of the parking spaces on the Elevated Lot (the "**Surface Spaces**"), subject to any limitations and/or restrictions set forth in this Agreement or in the Operating Agreement.

Section 3.02. Day Event Garage Spaces. On those days during the Term when there is a Day Event, Manager shall have the right to use up to, but not more than, eight hundred fifty (850) covered standard automobile parking spaces in the Virginia Avenue Parking Garage (the "**Day Event Garage Spaces**"), subject to any limitations and/or restrictions set forth in this Agreement or in the Operating Agreement. The Day Event Garage Spaces shall be available for use beginning two (2) hours before the scheduled start of the Day Event and continuing until the earlier of two (2) hours after the conclusion of the Day Event or 5:00 a.m. the following day. The CIB shall use reasonable efforts to allocate the Day Event Garage Spaces as follows: 289 spaces on the second floor of the Virginia Avenue Parking Garage and 561 of the spaces on the third floor of the Virginia Avenue Parking Garage; provided, that to the extent the CIB is unable to do so for any Day Event, it shall provide the balance of such Day Event Garage Spaces on any other covered level of the Virginia Avenue Parking Garage. For each Day Event which is a NBA game, PBLLC, at its cost and expense, shall be entitled to secure (by roping or other means acceptable to the CIB) and reserve twenty (20) of the Day Event Garage Spaces on the third floor of the Virginia Avenue Parking Garage and adjacent to the pedestrian walkway to the Fieldhouse for the exclusive use of those individuals designated by PBLLC and to whom a Parking Pass has been issued; provided, that neither the CIB nor the Parking Managers shall have any obligation to set up, control or operate such reserved area.

Section 3.03. Night Event Garage Spaces. On those days during the Term when there is a Night Event, Manager shall have the right to use up to, but not more than, one thousand four hundred (1,400) covered standard automobile parking spaces in the Virginia Avenue Parking Garage (the "**Night Event Garage Spaces**"), subject to any limitations and/or restrictions set forth in this Agreement or in the Operating Agreement. Eight hundred fifty (850) Night Event Garage Spaces shall be available for use at or before 5:45 p.m. on the day of the Night Event, with the remaining five hundred fifty (550) being available for use at or before 6:00 p.m. on the day of the Night Event. The Night Event Garage Spaces shall remain available for use until the earlier of two (2) hours after the conclusion of the Night Event or 5:00 a.m. the following day. The CIB shall allocate the Night Event Garage Spaces as follows: 410 spaces on the second floor of the Virginia Avenue Parking Garage; 561 spaces on the third floor of the Virginia Avenue Parking Garage; and 429 spaces on the fourth floor of the Virginia Avenue Parking Garage. For each Night Event which is a NBA game, PBLLC, at its cost and expense, shall be entitled to secure (by roping or other means acceptable to the CIB) and reserve twenty (20) of the Night Event Garage Spaces on the third floor of the Virginia Avenue Parking Garage and adjacent to the pedestrian walkway to the Fieldhouse for the exclusive use of those individuals designated by PBLLC and to whom a Parking Pass has been issued; provided, that neither the CIB nor the Parking Managers shall have any obligation to set up, control or operate such reserved area.

Section 3.04. Weekend Event Garage Spaces. On those days during the Term when there is a Weekend Event, Manager shall have the right to use up to, but not more than, one thousand four hundred (1,400) covered standard automobile parking spaces in the Virginia Avenue Parking Garage (the "**Weekend Event Garage Spaces**"), subject to any limitations and/or restrictions set forth in this Agreement or in the Operating Agreement. The Weekend Event Garage Spaces shall be available for use beginning two (2) hours before the scheduled start of the Weekend Event and continuing until the earlier of two (2) hours after the conclusion of the Weekend Event or 5:00 a.m. the following day. The CIB shall allocate the Weekend Event Garage Spaces as follows: 410 spaces on the second floor of the Virginia Avenue Parking Garage; 561 spaces on the third floor of the Virginia

Avenue Parking Garage; and 429 spaces on the fourth floor of the Virginia Avenue Parking Garage. For each Weekend Event which is a NBA game, PBLLC, at its cost and expense, shall be entitled to secure (by roping or other means acceptable to the CIB) and reserve twenty (20) of the Weekend Event Garage Spaces on the third floor of the Virginia Avenue Parking Garage and adjacent to the pedestrian walkway to the Fieldhouse for the exclusive use of those individuals designated by PBLLC and to whom a Parking Pass has been issued; provided, that neither the CIB nor the Parking Managers shall have any obligation to set up, control or operate such reserved area.

Section 3.05. Extraordinary Event Garage Spaces. On those days during the Term when there is a Extraordinary Event, Manager shall have the right to use up to, but not more than, one thousand four hundred (1,400) covered standard automobile parking spaces in the Virginia Avenue Parking Garage (the "**Extraordinary Event Garage Spaces**"), subject to any limitations and/or restrictions set forth in this Agreement or in the Operating Agreement. The Extraordinary Event Garage Spaces shall be available for use beginning two (2) hours before the scheduled start of the Extraordinary Event and continuing until the later of two (2) hours after the completion of the Extraordinary Event or 5:00 a.m. the following day. The CIB shall use reasonable efforts to allocate the Extraordinary Event Garage Spaces as follows: 410 spaces on the second floor of the Virginia Avenue Parking Garage, 561 spaces on the third floor of the Virginia Avenue Parking Garage; and 429 spaces on the fourth floor of the Virginia Avenue Parking Garage; provided, that to the extent the CIB is unable to do so for any Extraordinary Event, it shall provide the balance of such Extraordinary Event Garage Spaces on any other covered level of the Virginia Avenue Parking Garage. For each Extraordinary Event which is a NBA game, PBLLC, at its cost and expense, shall be entitled to secure (by roping or other means acceptable to the CIB) and reserve twenty (20) of the Extraordinary Event Garage Spaces on the third floor of the Virginia Avenue Parking Garage and adjacent to the pedestrian walkway to the Fieldhouse for the exclusive use of those individuals designated by PBLLC and to whom a Parking Pass has been issued; provided, that neither the CIB nor the Parking Managers shall have any obligation to set up, control or operate such reserved area.

Section 3.06. Special Day Event Garage Spaces. On those days during the Term when there is a Special Day Event, Manager shall have the right to use up to, but not more than, three hundred (300) standard automobile parking spaces in the Virginia Avenue Parking Garage (the "**Special Day Event Garage Spaces**"), subject to any limitations and/or restrictions set forth in this Agreement or in the Operating Agreement. The Special Day Event Garage Spaces shall be available for use beginning two (2) hours before the scheduled start of the Special Day Event and continuing until the earlier of two (2) hours after the completion of the Special Day Event or 5:00 a.m. the following day. The Special Day Event Garage Spaces may be located on any level (other than the first level) of the Virginia Avenue Parking Garage on a first-come, nonreserved basis.

Section 3.07. Employee Spaces. On those days during the Term when there is no Event in the Fieldhouse, Manager shall have the right to use up to, but not more than fifty-six (56) covered standard automobile parking spaces in the Virginia Avenue Parking Garage (the "**Employee Spaces**"), subject to any limitations and/or restrictions set forth in this Agreement or the Operating Agreement. On those days during the Term when there is an Event in the Fieldhouse, Manager shall have the right to use the Employee Spaces other than during the time period beginning two (2) hours before the scheduled start of the Event and continuing until the earlier of two (2) hours after the conclusion of the Event

or 5:00 a.m. the following day; provided that Manager shall be entitled to use the Employee Spaces during such time period if a Parking Pass for such Event is issued to the users of the Employee Spaces. Manager shall cause each user of an Employee Space on any day during the Term when there is an Event in the Fieldhouse to vacate the Employee Space during the time period when Parking Spaces are available to Manager through the use of Parking Passes or shall cause a Parking Pass for such Event to be issued to each such user. The Employee Spaces may be located on any level (other than the first level) of the Virginia Avenue Parking Garage on a first-come, nonreserved basis.

Section 3.08. Operational Period. The CIB shall be entitled to sell or allow free hourly or daily access on the date of any Event which is a NBA game to up to ten percent (10%) of the Available Spaces. PBLLC and the CIB shall review the operating performance of the Virginia Avenue Parking Garage every thirty (30) days to determine whether the Parking Criteria is being consistently satisfied in all material respects during such period, and (a) if they mutually determine that the Parking Criteria has been consistently satisfied in all material respects during such period, the CIB shall thereafter be entitled to sell or allow free hourly or daily access on the date of any Event which is a NBA game to up to an additional thirty percent (30%) of the Available Spaces, and (b) if they mutually determine that the Parking Criteria has not been consistently satisfied in all material respects during such period, the CIB shall thereafter reduce the number of parking spaces that it sells or allows free hourly or daily access on the date of any Event which is a NBA game to the number at which it had most recently satisfied the Parking Criteria, provided, that the aggregate reduction in the number of parking spaces shall never exceed the initial number of Available Spaces. PBLLC and the CIB agree not to unreasonably withhold, condition or delay any determination provided for under this Section 3.08. Any dispute with respect to the provisions of this Section shall be resolved pursuant to the Arbitration Procedure; provided that the CIB shall be entitled to sell or allow free hourly or daily access to up to one-half (1/2) of the number of Available Spaces that it could otherwise have sold or allowed if the Parking Criteria had been consistently satisfied in all material respects until such dispute is resolved so long as the CIB allows vehicles parked on the third and fourth levels of the Virginia Avenue Parking Garage to exit on a preferential basis. The CIB shall notify PBLLC of the number of Available Spaces as soon as such number becomes available. Notwithstanding anything contained in this Agreement to the contrary, the admission of vehicles through a Permitted License shall not be considered the sale of parking spaces to the general public or free hourly or daily parking for purposes of this Section 3.08, or prohibited by this Section 3.08.

Section 3.09. North Lot Spaces. So long as that certain tract of real estate located in Marion County, Indiana at the northwest corner of Delaware Street and the alley immediately north of the Fieldhouse and commonly known as 126 S. Delaware Street (together with the surface parking lot thereon, the "**North Lot**") is a parking lot, PBLLC shall have the right to use up to ten (10) non-reserved spaced on the North Lot during preseason, regular season and post-season NBA games held at the Fieldhouse. PBLLC shall be given ten (10) electronic passes which shall allow PBLLC's designees access to the North Lot for the purpose of vehicle parking. The passes shall allow PBLLC's designees automatic access to the Licensed Property, without PBLLC, the CIB or the operator of the North Lot needing to staff the North Lot during such games. The North Lot shall be available to PBLLC's designees at least one hour before such games until three hours after such games. However, if PBLLC's designees have failed to utilize all of the ten (10) spaces one hour after the game has started, the CIB or its operator can sell the unutilized spaces to the general public. The parties acknowledge that the North Lot is currently subject to a License

Agreement for Parking Management Services granted by the CIB that expressly reserves to the CIB the rights granted to PBLLC under this Section 3.09. The CIB agrees that any future license, lease, sale or other disposition of the North Lot shall also expressly reserve, or be expressly subject to, the rights of PBLLC under this Section 3.09. Upon development of the North Lot for any purpose other than parking, PBLLC's rights under this Section 3.09 shall automatically terminate.

Section 3.10. Reserved Rights. The CIB expressly reserves, and PBLLC and Manager hereby acknowledge, that the CIB shall have the right to use all parking spaces in the Virginia Avenue Parking Garage on all dates and at all times that are not inconsistent with the rights granted to PBLLC or Manager in this Article III.

Section 3.11. Use of the Parking Spaces. With the exception of the Surface Spaces and Employee Spaces, which shall be used solely by PBLLC, Manager and their respective guests, invitees, employees and staff, Manager shall have the right to use the Parking Spaces solely for providing parking to the holders of tickets for an Event that were purchased or issued at least two hours prior to the start of the Event.

ARTICLE IV

NOTICE OF EVENTS

Notwithstanding anything to the contrary in this Agreement, Manager shall endeavor to provide to the CIB and the Parking Manager: (a) at least thirty (30) days in advance of the first NBA game of each NBA season, the NBA Schedule; (b) at least thirty (30) days in advance of the first WNBA game of each WNBA season, the WNBA Schedule; (c) at least thirty (30) days in advance of the first Event on such schedule, the Event Schedule; and (d) as soon as practical, but at least thirty (30) days' advance notice of any Additional Scheduled Event(s); provided that, except with respect to NBA and WNBA post-season games to be played in the Fieldhouse, in all events Manager shall provide notice to the CIB at least five (5) business days in advance of (i) any change in commencement time with respect to any NBA or WNBA game to be played in the Fieldhouse; or (ii) any Additional Scheduled Event(s) planned for the Fieldhouse. PBLLC shall provide notice to the CIB with respect to the date and/or commencement time of any NBA or WNBA post-season game to be played in the Fieldhouse within twenty-four (24) hours after receiving such notice.

ARTICLE V

INTENTIONALLY DELETED

ARTICLE VI

MANAGEMENT AND MAINTENANCE

During the Term, the CIB shall, at its sole cost and expense, employ one or more Parking Managers. The CIB shall cause the Parking Managers to provide management, maintenance, security and other services for the Virginia Avenue Parking Garage and the Elevated Lot in accordance with the Operating Plan so that (a) the condition of the Virginia Avenue Parking Garage is consistent with other first class parking garage

facilities of similar age, ordinary wear and tear excepted, provided that, notwithstanding age or ordinary wear and tear, the condition of the second, third and fourth floors of the Virginia Avenue Parking Garage and the ramps providing access to such floors shall be maintained in a condition that will prevent material damage to property located on or personal injury to users of such floors and ramps during Events, and (b) the operation of the Virginia Avenue Parking Garage is consistent with the operation of other first class parking garage facilities of similar age and function. PBLLC, Manager and the CIB acknowledge that the CIB shall not be obligated to install any equipment or technology which was not reasonably available or customary for similar first class parking garage facilities as of the Commencement Date in or to the Virginia Avenue Parking Garage to satisfy its obligation to operate the Virginia Avenue Parking Garage pursuant to the foregoing sentence. In the event any existing equipment is in need of replacement, CIB shall install replacement equipment that (a) is similar in function as the equipment being replaced, (b) complies with all then applicable laws, and (c) will not prevent the satisfaction of the Parking Criteria. If Manager or PBLLC requires additional management, maintenance, security or other services in addition to those identified in the Operating Plan or requires any of the services described in the Operating Plan in frequency, scope, quality or quantity substantially greater than those which are specified in the Operating Plan, then the CIB shall use reasonable efforts to cause the Parking Managers to furnish Manager and/or PBLLC with such additional services. In the event that such additional services are provided to Manager or PBLLC, the direct and actual costs thereof shall be borne by Manager or PBLLC, as applicable, which shall reimburse the CIB for the same upon thirty (30) days' written request therefor, together with a statement detailing the services provided and the cost incurred in connection therewith. The CIB acknowledges and agrees that, in the event of a Specific Emergency Operational Issue, Manager and/or PBLLC shall have the right to direct the Parking Managers in responding to, resolving and/or acting to minimize loss during said Specific Emergency Operational Issue and the reasonable and necessary cost to respond, resolve and/or minimize said Specific Emergency Operational Issue shall be borne by the CIB and not by PBLLC or Manager. If there is a dispute between the CIB and Manager or PBLLC regarding whether the Virginia Avenue Parking Garage is operating in accordance with the mutual intent and understandings of the parties, such dispute shall be resolved by the Arbitration Procedure. Only after the review and the resolution of any such dispute shall any adjustments to the Operating Plan be made which result in the imposition of cost on Manager, PBLLC or the CIB. Promptly following the end of the 2013/2014 NBA Season, CIB and Manager shall meet with the Parking Managers to discuss the Operating Plan and CIB and Manager agree to cooperate in good faith to replace the Operating Plan with a mutually agreeable updated and revised Operating Plan.

ARTICLE VII

PARKING PASSES

Section 7.01. Issuance. Manager shall issue Parking Passes to those users authorized to use the Employee Spaces located in the Virginia Avenue Parking Garage. For each Event, Manager or PBLLC shall issue Parking Passes to those users authorized to use the Parking Spaces located in the Virginia Avenue Parking Garage. For each Event, the Parking Passes for Parking Spaces located in the Virginia Avenue Parking Garage issued by Manager or PBLLC shall be (a) allocated in accordance with the respective allocations specified in Article III, (b) color coded so that all Parking Passes that authorize the holder thereof to park on a particular floor of the Virginia Avenue Parking Garage have the same color, and (c) color coded so that there is a different color of Parking

Pass for each floor of the Virginia Avenue Parking Garage. The Parking Passes shall otherwise be in a form, format, color and size approved by the CIB and the Parking Managers. Manager shall not issue Parking Passes for the Employee Spaces in excess of the number of Employee Spaces available to Manager under this Agreement. Manager and PBLLC shall not issue Parking Passes for any Event in excess of the number of Parking Spaces available to Manager and PBLLC for such Event under this Agreement. No later than twenty-four (24) hours before the scheduled beginning of each Event, Manager or PBLLC shall provide the Parking Managers and the CIB with the total number of Parking Passes issued for the Event by facsimile or other form of written communication acceptable to the CIB. If Parking Passes have not been issued for all of the Parking Spaces for a particular Event according to such notice, or if Parking Spaces for which a Parking Pass has been issued for a particular Event are not being used by the holder of said Parking Pass within thirty (30) minutes after the start of the Event if the Event is a NBA game (unless a shorter or different time period is agreed upon by the parties) or at any time if the Event is not a NBA game, the unused Parking Spaces may be distributed, disposed of or otherwise used by the Parking Managers and the CIB in their discretion and the gross income, fees, compensation and other revenue generated by such use of the unused Parking Spaces shall be allocated among the CIB and Manager as specified in Section 7.02; provided, that the CIB shall cause all Parking Passes which have been issued in accordance with the provisions of this Agreement to be honored by providing a Parking Space to the holder thereof; and provided further, that the CIB shall not distribute, dispose of or otherwise use any such unused Parking Spaces prior to the first date on which the CIB is entitled to use all of the Available Spaces pursuant to Section 3.08.

Section 7.02. Allocation of Parking Revenues. For each Event, Manager and PBLLC shall be entitled to issue Parking Passes per the terms of this Agreement and to retain all of the gross income, fees, compensation and other revenue therefrom. For each Event, the CIB and Manager shall allocate the gross income, fees, compensation and other revenue from the Parking Revenue Pool as follows:

Manager: 60%

CIB: 40%

The CIB shall, on or before the twentieth (20th) day of each calendar month, pay Manager its allocable share of the Parking Revenue Pool for the prior calendar month, accompanied by an accounting in sufficient detail to allow Manager to determine how the payment was calculated. Manager shall have the right, on two (2) business days' notice, to inspect the books and records relating to all such parking revenues and the calculation of amounts owed to Manager. All disputes respecting the allocation of the Parking Revenue Pool or any aspect thereof shall be resolved by the Arbitration Procedure. Except for vehicles gaining admission pursuant to a Permitted License and unless authorized by Manager, the CIB agrees not to allow more than twenty-five (25) vehicles to gain admission to the Virginia Avenue Parking Garage without charge for any Event through an arrangement with the CIB or its agents or Parking Managers.

ARTICLE VIII

PAYMENT OF REAL ESTATE TAXES

Because CIB holds title to the Virginia Avenue Parking Garage and the Elevated Lot, it is expected that there will be no real or personal property taxes imposed

against the Parking Facilities. Notwithstanding the foregoing expectation, in no event shall Manager or PBLLC be responsible for the payment of any real or personal property taxes, or special or other assessments, that are imposed against the Parking Facilities.

ARTICLE IX

MAINTENANCE OF INSURANCE

During the Term, the parties shall obtain and maintain insurance as provided in the Operating Agreement.

ARTICLE X

DAMAGE AND DESTRUCTION

Section 10.01. Casualty Damage. In the event of damage to, or destruction of, the Parking Facilities, or any fixtures, equipment or systems that constitute a part of the Parking Facilities, by fire or other casualty (the "**Casualty Damage**"): (a) the CIB shall in consultation with Manager, promptly commence, or cause to be commenced, the repair and replacement at the same site of the Casualty Damage as soon as is reasonably possible after the date of the Casualty Damage and thereafter diligently pursue, or cause to be diligently pursued, the completion of such repair and replacement so that the Parking Facilities are repaired and replaced at the same site to substantially the same condition as they existed prior to the Casualty Damage; and (b) the insurance proceeds that, as a result of the Casualty Damage, are payable under any fire or casualty insurance maintained by this Agreement shall be deposited in trust with a financial institution selected by the CIB and applied to such repair and replacement. Any insurance proceeds that remain after such repair or replacement is completed shall be paid to and be the property of the CIB. If the insurance proceeds are insufficient to pay for such repair and replacement, the CIB shall be responsible for such shortfall. Notwithstanding the foregoing, if, for any reason, it takes the CIB longer than eighteen (18) months from the date of the Casualty Damage to substantially complete the repair or replacement of the Casualty Damage, then the CIB shall pay damages to Manager in the amount of Five Hundred Thousand Dollars (\$500,000) for the first month of delay in substantially completing the repair and replacement of the Casualty Damage and One Hundred Thousand Dollars (\$100,000) for each month of delay thereafter; provided, that in the event substantial completion occurs other than on the last day of a monthly period, the damages for such monthly period shall be prorated on a daily basis. In addition to the recovery of damages as specified in this Section 10.01, the CIB agrees that Manager shall be entitled to specific performance to enforce the CIB's obligations under this Section 10.01. Such damages and specific performance shall be Manager's sole remedy unless a court determines that the remedy of specific performance is not available to Manager notwithstanding the CIB's breach of this Section 10.01, in which case, Manager may, as its sole remaining remedy, cause the repair and replacement at the same site of the Casualty Damage (entering upon the Parking Facilities for such purpose), in which event, the CIB shall be responsible to Manager for all costs and expenses incurred by Manager in connection with such repair and replacement, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

Section 10.02. Temporary Parking Spaces. During the period that the Parking Facilities are being repaired or replaced after Casualty Damage, the CIB shall provide, or cause to be provided, Temporary Parking Spaces so that the number of standard

automobile parking spaces required under Article III is available for Manager's and PBLLC's use at all times required by this Agreement.

ARTICLE XI

EMINENT DOMAIN

The CIB covenants and agrees that it will not: (a) exercise any power of eminent domain to take any right or interest of Manager or PBLLC hereunder, or (b) convey to any other governmental authority all or any portion of the Parking Facilities under threat of eminent domain, until the other governmental authority has completed the procedure required by applicable law to take all or such portion of the Parking Facilities by power of eminent domain. In the event that any governmental authority exercises its power of eminent domain to take all or any portion of the Parking Facilities (the "**Condemnation**"): (a) (i) the CIB shall in consultation with Manager, promptly commence and diligently pursue, or cause to be commenced and diligently pursued, the repair of those portions of the Parking Facilities not taken as soon as reasonably is possible so that they are in substantially the same condition as existed prior to the Condemnation and replace the parking spaces lost with Replacement Parking Facilities if the total remaining at the original site after Condemnation is less than 1,400 parking spaces; or (ii) the CIB shall in consultation with Manager, promptly commence and diligently pursue, or cause to be commenced and diligently pursued, the replacement of those portions of the Parking Facilities taken with Replacement Parking Facilities; and (b) the condemnation proceeds that, as a result of the Condemnation, are payable by the governmental authority to the CIB shall be deposited in trust with a financial institution selected by the CIB and applied to such repair and replacement. Any award made in eminent domain proceedings for a taking of the entire Parking Facilities, or any portion thereof, that is not used for repairs or replacement as required in this Article XI, shall be paid to and the property of the CIB. If the condemnation proceeds are insufficient to pay for such repair and replacement, CIB shall be responsible for such shortfall. Notwithstanding the foregoing, if, for any reason, it takes the CIB longer than eighteen (18) months from the date that possession of the Parking Facilities or any portion thereof is required to be delivered to the condemning authority to repair the portions of the Parking Facilities not taken or to replace with Replacement Parking Facilities the portions of the Parking Facilities taken, as the case may be, then the CIB shall pay damages to Manager in the amount of Five Hundred Thousand Dollars (\$500,000) for the first month of delay in repairing the portion of the Parking Facilities not taken or to replace with Replacement Parking Facilities the portions of the Parking Facilities taken, as the case may be, and One Hundred Thousand Dollars (\$100,000) for each month of delay thereafter; provided, that in the event such repair or replacement occurs other than on the last day of a monthly period, the damages for such monthly period shall be prorated on a daily basis. In addition to the recovery of damages as specified in this Article XI, Manager's only other remedy shall be to obtain the remedy of specific performance to enforce the CIB's obligations under this Article XI. In addition to the recovery of damages as specified in this Article XI, CIB agrees that Manager shall be entitled to specific performance to enforce the CIB's obligations under this Article XI. Such damages and specific performance shall be Manager's sole remedy unless a court determines that the remedy of specific performance is not available to Manager notwithstanding the CIB's breach of this Article XI, in which case, Manager may, as its sole remaining remedy, cause the repair and replacement of those portions of the Parking Facilities taken (entering upon the Parking Facilities and the Replacement Parking Facilities, if applicable, for such purpose), in which event, the CIB shall be responsible to Manager for all costs and expenses incurred by Manager in

connection with such repair and replacement, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum. During the period that the Parking Facilities are being repaired or replaced after Condemnation, the CIB shall provide, or cause to be provided, Temporary Parking Spaces so that the number of standard automobile parking spaces required under Article III is available to Manger and PBLLC at all times required by this Agreement.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.01. Selection of Remedies. Except as expressly provided and limited in Section 10.01 and Article XI of this Agreement, if either party fails to perform or observe any term or condition of this Agreement on its part to be performed or observed, and such failure continues: (a) for thirty (30) days after delivery by the other party of a written notice that specifies the nature of the failure; or (b) in the event of an Emergency, for three (3) days after delivery by the other party of a written notice that specifies the nature of the failure; then the sole and exclusive remedy of the other party shall be to: (i) obtain the remedy of specific performance or injunction to enforce this Agreement; (ii) bring an action against the party failing to perform or observe the term or condition of this Agreement on its part to be performed or observed to recover its actual damages; or (iii) in the case of a failure by the CIB, perform the term or condition of this Agreement that the CIB failed to perform (entering upon the Parking Facilities, the Replacement Parking Facility, and/or the Temporary Parking Spaces for such purpose, if necessary), without such performance being construed as a waiver of any term or condition of this Agreement. The CIB shall be responsible to Manager for all costs and expenses incurred by Manager in enforcing its rights or performing 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. Manager shall be responsible to the CIB for all costs and expenses incurred by the CIB in enforcing its rights or performing Manager'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. PBLLC shall be responsible to the CIB for all costs and expenses incurred by the CIB in enforcing its rights or performing PBLLC'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 12.02. Suspension of Remedies. Notwithstanding the preceding Section of this Agreement, if the failure by the CIB, Manager or PBLLC is of such a nature that it cannot be corrected: (a) within thirty (30) days; or (b) in the event of an Emergency, within three (3) days; in either case despite diligent effort, then the other party shall not be entitled to exercise its remedies under this Article XII so long as the CIB, Manager or PBLLC, as the case may be, commences to cure the failure: (i) within thirty (30) days; or (ii) in the event of an Emergency, within three (3) days; and, in either case, diligently pursues such cure to completion.

ARTICLE XIII

MUTUAL INDEMNIFICATION

Section 13.01. CIB Indemnity. Except as expressly provided and limited in Section 10.01 and Article XI of this Agreement and subject to Article IX and Article XII of this

Agreement, the CIB shall indemnify, defend and hold harmless Manager and PBLLC 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 (a) any use, occupancy or possession of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces other than from the use, occupancy and possession of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces by PBLLC, or any party acting by, through or under PBLLC, (b) third-party claims against PBLLC resulting from the construction, design or alteration of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces by persons or entities other than PBLLC or Manager or those contracting with PBLLC or Manager, (c) CIB's failure to fulfill any duty or obligation hereunder, and (d) any personal or bodily injury or property damage occurring in connection with or arising during the construction of the Parking Facilities and/or the Replacement Parking Facility, except for matters caused by the intentional acts of PBLLC, Manager or their respective agents or employees or their negligent acts to the extent not covered by insurance.

Section 13.02. PBLLC Indemnity. Subject to Article X and Article XII of this Agreement, Manager shall indemnify, defend and hold harmless the CIB 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 (a) any use, occupancy or possession of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces by Manager, PBLLC, or any party acting by, through or under Manager or PBLLC, and (b) Manager's or PBLLC's failure to fulfill any duty or obligation hereunder.

ARTICLE XIV

ASSIGNMENT

Section 14.01. Conditional Prohibition on Assignment. In the event Manager or PBLLC or the CIB transfers or assigns its interest in the Operating Agreement as expressly permitted therein, said party's interest in this Agreement shall be transferred or assigned to the same assignee; provided, however, that no such assignment or transfer of a party's interest in this Agreement shall be permitted except pursuant to a written assignment and assumption agreement whereby the assignor's obligations under this Agreement and the Operating Agreement are expressly assigned to and assumed by the assignee.

Section 14.02. Exceptions. Notwithstanding the preceding Section of this Agreement, the CIB may, without Manager's or PBLLC's consent: (a) delegate its obligations under this Agreement to the Parking Managers; and/or (b) assign or transfer this Agreement or any or all of its rights and/or delegate any or all of its obligations under this Agreement to another governmental agency or entity of the City of Indianapolis. Notwithstanding the preceding Section of this Agreement, Manager may, without CIB's consent, delegate the right to exercise certain rights granted to Manager in this Agreement to third parties, including without limitation PBLLC; provided, however, Manager shall not delegate its overall rights hereunder to PBLLC or any other third party.

Section 14.03. Encumbrances. Neither Manager nor PBLLC shall have any right to mortgage, pledge, hypothecate or otherwise encumber this Agreement or its rights or interests under this Agreement except as expressly provided in the Operating Agreement.

ARTICLE XV

PARKING FEE

During the Term of this 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) as provided for herein.

ARTICLE XVI

NOTICE

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

ARTICLE XVII

INTERPRETATION

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Operating Agreement, the terms and conditions of the Operating Agreement shall control.

ARTICLE XVIII

FORCE MAJEURE

If the CIB, Manager or PBLLC shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of Unavoidable Delay, then performance of such act shall be excused for the period of the Unavoidable Delay and the period for the performance of any such act shall be extended for a period equivalent to the period of the Unavoidable Delay.

ARTICLE XIX

OTHER PROVISIONS

Section 19.01. Binding on Successors. Except as provided in Article XIV, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

Section 19.02. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

Section 19.03. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 19.04. Modification. This Agreement may not be changed or modified, except by an agreement in writing signed by the party sought to be charged with such modification.

Section 19.05. Third Parties. Nothing herein expressed or implied: (a) is intended to give to; or (b) shall be construed to confer upon; any person other than the parties hereto, and their permitted successors or assigns, any rights or remedies under or by reason of this Agreement.

Section 19.06. Entire Agreement. This Agreement amends and restates the Original Parking Agreement and constitutes the entire agreement among the parties hereto, and supersedes all prior discussions, letters of intent, outlines of terms, agreements, writings and representations among the parties hereto with respect to the transaction contemplated herein.

Section 19.07. Requirements of Law. The obligations of the CIB are subject to compliance with the requirements of applicable law. The CIB shall use its reasonable, good faith efforts to pursue diligently, and to timely comply with, all applicable federal, state and local statutes, regulations, rules, ordinances and other enactments.

Section 19.08. Run With the Land. The rights and interests granted to Manager and PBLLC shall be perpetual and irrevocable during the entirety of the Term, and may not be terminated for any reason whatsoever until the end of the Term. Such perpetual and irrevocable rights and interests shall run with and burden the Parking Facilities perpetually during the entirety of the Term.

Section 19.09. Quiet Enjoyment. CIB represents, warrants and covenants that (i) CIB is currently the fee simple owner of the North Lot, the Elevated Lot and the real estate upon which the Virginia Avenue Parking Garage is constructed, (ii) the Virginia Avenue Parking Garage, the North Lot and the Elevated Lot are currently free of all liens and encumbrances, subject only to the Permitted Encumbrances and the License Agreement for Parking Management Services Referenced in Section 3.09, and (iii) during the Term, Manager and PBLLC shall have the quiet and peaceable right, authority, license and privilege, for and during the Term, to enjoy their rights provided hereunder, without interruption by any party claiming under, by or through CIB.

Section 19.10. Time 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA

By: _____
Printed: _____
Title: _____

PACERS BASKETBALL, LLC

By: _____
Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By: _____
Herbert Simon, Manager

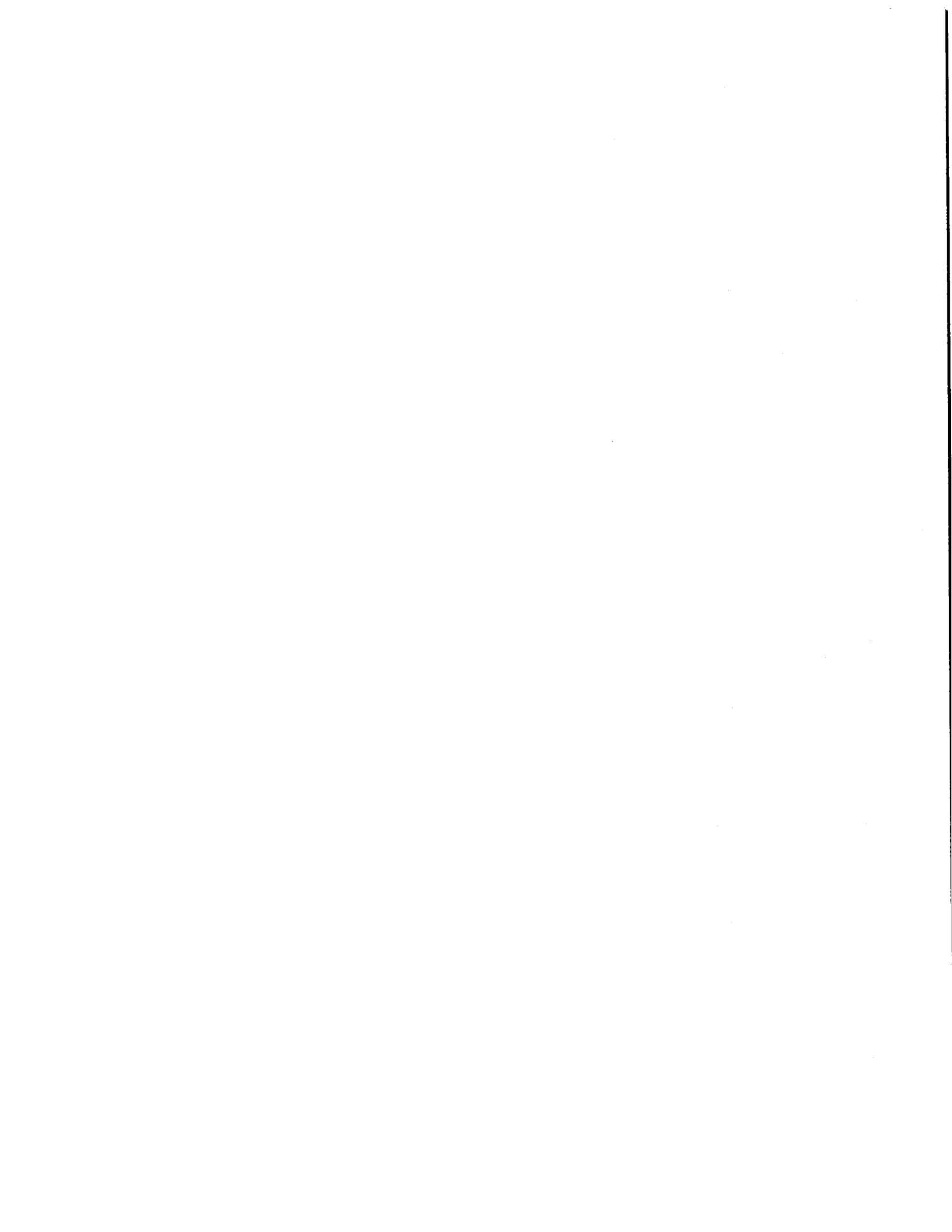


EXHIBIT "A"

[Legal Description/Map (Garage)]

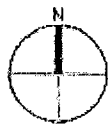
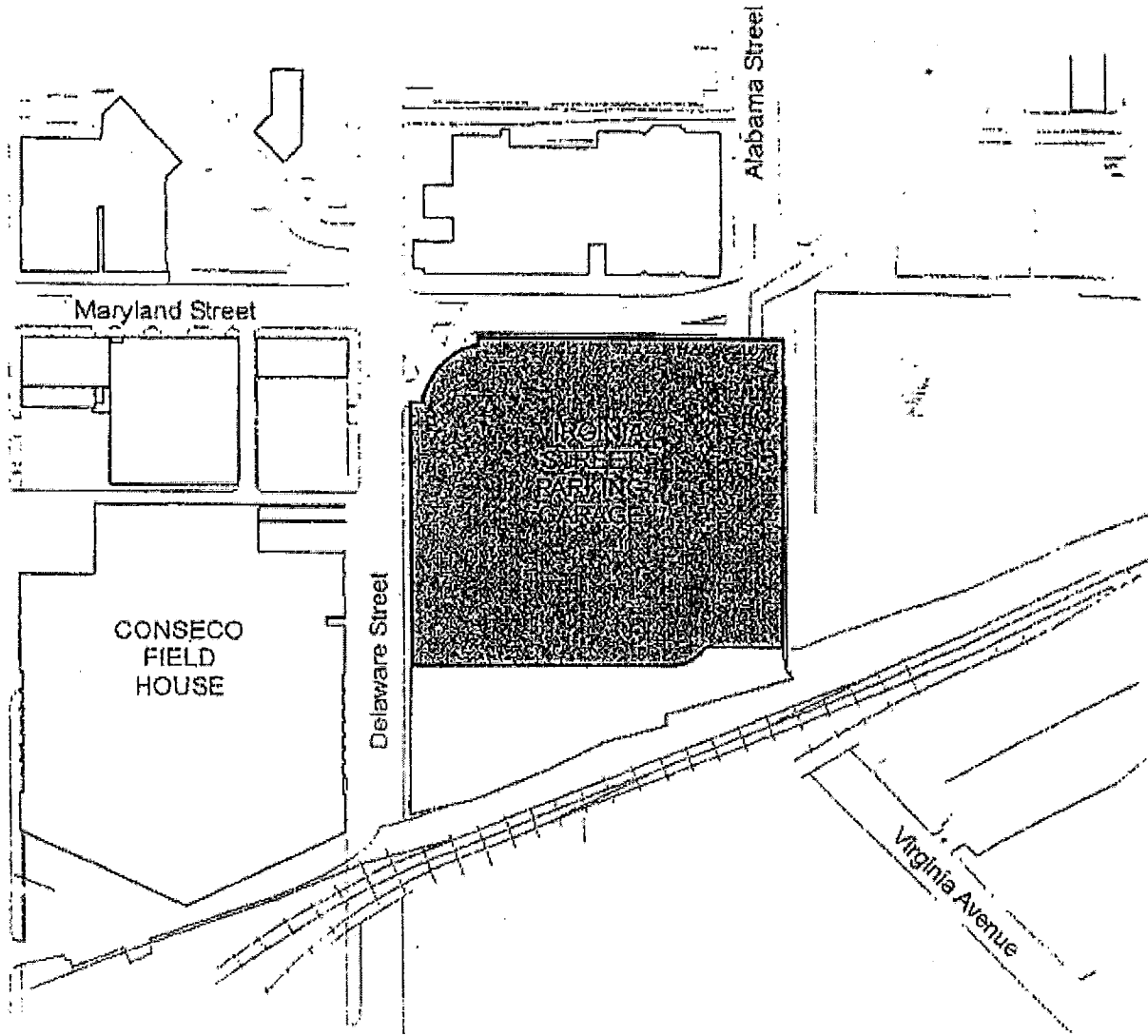


EXHIBIT "B"

[Legal Description/Map (Elevated Lot)]

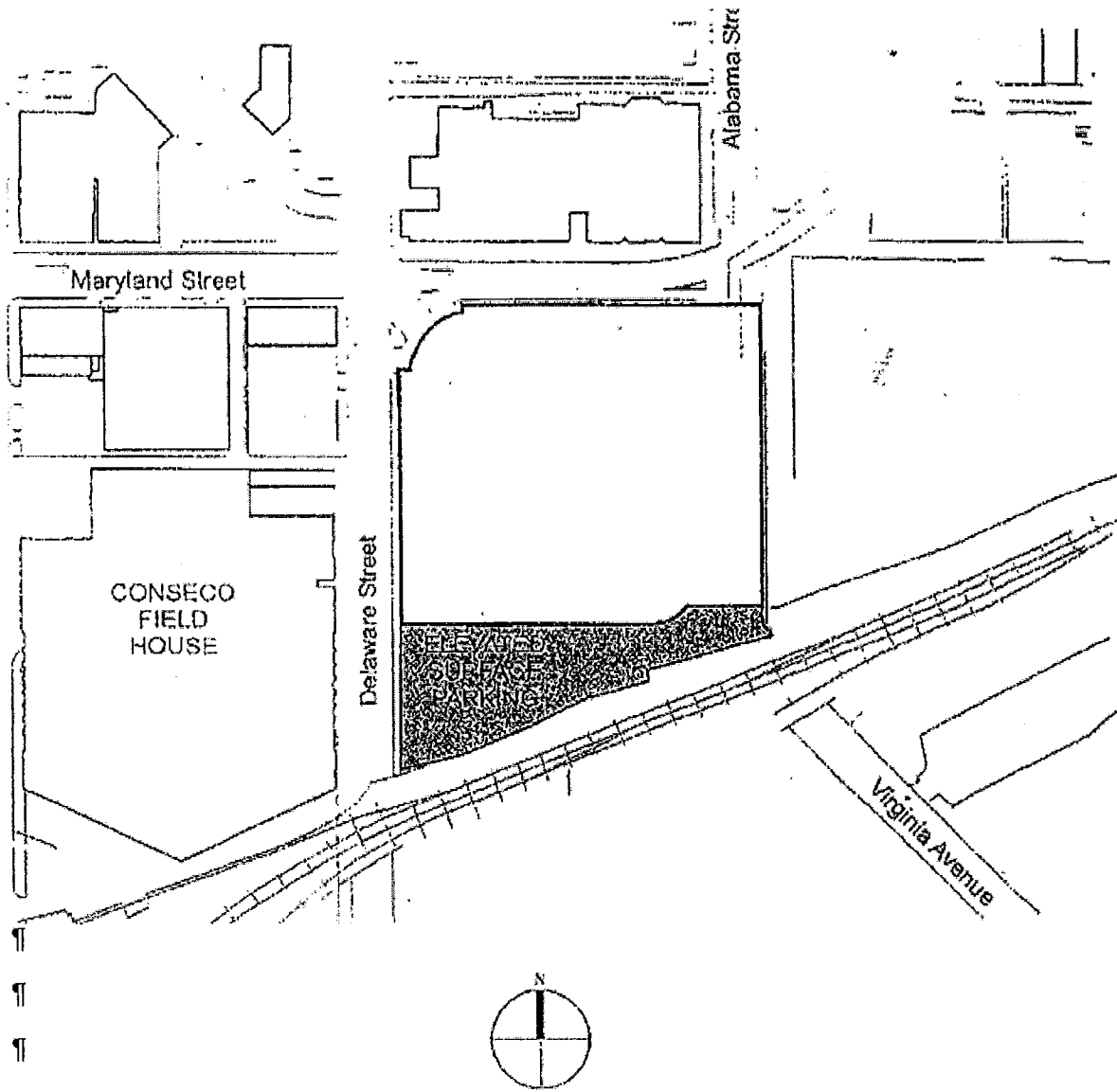


EXHIBIT "C"

Extraordinary Events

Any national political party convention

NBA All-Star Weekend

Any NBA Games

Any WNBA Games

World Basketball Championships

NCAA Men's Basketball Final Four

Big Ten Men's Basketball Finals

World or US Gymnastics Championships

World or US Figure Skating Championships

Olympic Trials

Olympic Games

Pan Am Games

World Peace Games

EXHIBIT "D"

[Operating Plan]

[attached]



OPERATING PLANS

A. PARKING FACILITIES SERVING THE ^{BANKERS LIFE}~~CONSECO~~ FIELDHOUSE

1. Assumptions

a. Day Users

- 1) Monday thru Friday
 - a) 6:00 a.m. – 6:00 p.m.

b. 24 Hour Users

- 1) 7 days
- 2) 24 hours per day
- 3) Including event times

c. Event Users

- 1) Monday thru Friday
 - a) 6:00 p.m. – 3:00 a.m.
- 2) Saturday
 - a) 6:00 a.m. – 1:00 p.m.
All spaces except 24 hour users and 500 Anthem users
 - 1:00 P.M. – 3:00 a.m.
All spaces except 24 hour users
- 3) Sunday
 - a) 6:00 a.m. – 1:00 a.m., except 24 hour users

d. Event Operation

- 1) Parking passes will be honored by level
 - a) Level 2 – 410
 - b) Level 3 – 561
 - c) Level 4 – 429

TOTAL 1400



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
PAGE 2

- e. Virginia Avenue Garage
 - 1) Space count

Street	33
Street Bay	20
1 st Level –North	183
1 st Level –South (converting 10 ADA to 15 regular spaces)	159
2 nd Level (10 ADA included)	420
Elevated Lot	144
3 rd Level (10 ADA included)	571
4 th Level (10 ADA included)	581
5 th Level (10 ADA included)	<u>573</u>
Total	2684

2. Parking Locations

- a. Virginia Avenue Parking Garage
 - 1) Users/Parking Commitments

Company	Spaces Committed	Area
<i>Manager/PBLLC</i>	1,400	Level 2 – Level 4
<i>Manager/PBLLC</i>	200	Elevated Lot and Garage
Anthem Inc.	1,300	Level 2 – Level 5
Anthem Inc.	200	Level 1
Sheriff Dept. – Marion County	225	Level 1
Disciples of Christ	125	Level 2 – Level 5
Conrail	25	Level 1
City Employees	300	Level 2 – Level 5
CIB Employees	25	Level 1 – Level 5



3. Equipment

- a. Virginia Avenue Parking Facility
 - 1) Day
 - a) Access System
 - b) Revenue control equipment
 - 2) Night
 - a) Event coupon
 - b) Event cash
 - c) Revenue control equipment
 - 3) Alabama Speed Ramp, Entrance/Exit, Street Level
 - a) Gates
 - b) Count system (facility)
 - c) Access system
 - 4) Delaware Street, Entrance/Exit, Street Level
 - a) Gates
 - b) Count system (facility)
 - c) Access system
 - 5) 1st Level Garage North Lot , Entrance/Exit, Street Level
 - a) Gates
 - b) Access System
 - c) Count system (facility, lot)
 - 6) 1st Level Garage South Lot, Entrance/Exit, Street Level
 - a) Gates
 - b) Access System
 - c) Count system (facility, lot)
 - 7) Elevated Lot, Entrance/Exit
 - a) Gates
 - b) Access System
 - c) Count system (facility, lot)
 - 8) 2nd Level, Entrance/Exit Plaza
 - a) Signs, as needed
 - b) Gates
 - c) Access System
 - d) Count system (revenue)
 - e) Revenue control equipment
 - f) Red green lights as needed



4. Operation

a. Day Non Event

1) *Virginia Avenue Parking Facility Use*

a) Garage will be used as a monthly and transient facility

Monthly

Entry and exit by Access System

Transient

Ticket at entry, cash collection by cashier at exit

b) Cashier

i) One, or as needed

Monday thru Thursday

6:00 a.m. – 12:00 a.m. (midnight)

Friday and Saturday

6:00 a.m. – 3:00 a.m.

Sunday

12:00 p.m. (noon) – 9:00 p.m.

c) Maintenance

i) Two

Monday thru Sunday

6:00 a.m. – 2:30 p.m.

12:00 a.m. (midnight) – 8:00 a.m.

d) Security

i) 1½, or as needed

Monday thru Thursday

6:00 a.m. – 12:00 a.m. (midnight)

Friday and Saturday

6:00 a.m. – 3:00 a.m.

Sunday

12:00 p.m. (noon) – 9:00 p.m.

e) Management (see #6)

i) General Manager

ii) Facility Manager

iii) Assistant Manager



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
PAGE 5

b. Event

1) *Virginia Avenue Parking Facility*

a) Cash transient customers will be sold at the beginning of the prepay until all the cash spaces are sold. When all cash spaces are sold, no additional cash transients will be accepted until all coupon spaces (if applicable) are accounted for, or as event traffic allows (maybe 30 minutes before event starts).

b) Customers who have received parking coupons will need to have a coupon to use the garage. Coupons to be sent to customers by *Manager/PBLLC.*

c) Cars will need to have a hang tag in order to enter the parking garage. These cards sent to customers by *Manager/PBLLC.*

Parking coupon will be two parts. Part one for garage entry and part two for prepaid access thru cashier's lane.

All street level entrances will be manned by parking operator staff (customer service rep) to allow proper traffic direction.

All cash transient customers on 5th level until event starting time, then on lower floor if space is available.

d) Entrance Personnel

i) Street level

Alabama speed ramp

2 customer service representatives, as needed

Delaware Street

1 customer service representative, as needed

ii) Level 2 before cashier

1 customer service representative

iii) Level 2 cashiering plaza

6 cashiers or as needed

iv) Level 2 behind cashier

1 customer service representative, as needed

v) 3rd level entrance

1 customer service representative, as needed

vi) 4th level

1 customer service representative, as needed

vii) 5th level

1 customer service representative, as needed



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
PAGE 6

- viii) Maintenance
 - 1 maintenance person (4:00 p.m. – 12:00 a.m. midnight)
- ix) Security
 - 2½ security personnel, or as needed
- x) Traffic directors
 - 3 off-duty police officers – 4 hours
- xi) Management (see #6)
 - General Manager
 - Facility Manager
 - Assistant Manager
 - Supervisors, as needed
- e) Entrance Operation
 - i) Alabama speed ramp entrance
 - Gates
 - Staffed with one customer service representative to control traffic
 - Staffed with one traffic director
 - ii) Delaware Street entrance
 - Gates
 - Staffed with two customer service representatives to control traffic
 - Staffed with two traffic directors
 - iii) 2nd floor cashiering plaza
 - Revenue control equipment
 - Access System
 - Coupon access via cashier
 - Event ticket will be automatically issued to cashier; cashier inserts coupon into validator; gate will open letting customer in.
 - Cash access via cashier
 - Event ticket will be automatically issued to cashier; cashier inserts ticket into validator; cashier will collect rate; gate will open letting customer in.



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
PAGE 7

- iv) 2nd floor parking
 - No equipment
 - Staffed by two customer service representatives, as needed
- v) 3rd floor parking
 - No equipment
 - Staffed by one customer service representative, as needed
- vi) 4th floor parking
 - No equipment
 - Staffed by one customer service representative, as needed
- vii) 5th floor parking
 - No equipment
 - Staffed by one customer service representative, as needed
- f) Exit Personnel/Operation
 - i) All garage personnel and traffic directors will assist
 - Gates will be raised and exits will be free flowing. All garage personnel will be positioned throughout the parking facility to expedite the exit:
 - 3 lanes out to Alabama speed ramp
 - 1 lane out to Delaware Street
 - ii) Traffic directors
 - Off-duty police will be used to supplement the garage personnel in exiting the garage.

Note: For events other than Pacer Home Games, C.S.R.s, cashiers and off-duty police and security numbers will be adjusted according to projected attendance. If event is scheduled for a weekend, notice as to the number of passes issued, as defined in Virginia Avenue Parking Garage Parking Agreement, Section 7:01, will be required to be given 24-hours prior to last business day.



5. Job Descriptions

TITLE: General Manager

REPORTS TO: City Manager

MAIN PURPOSE OF JOB: Management of all parking facilities.

OVERVIEW: To initiate and monitor all policies and procedures in conjunction with the operation of the parking facilities.

1. Operations

- Oversee and supervise the parking facilities Managers.
- To plan in advance the what, when, why, how, and who of each management task.
- Prepare annual operating budget.
- Liaise with management to coordinate all parking issues.
- Continue to develop skills by completing the Denison Parking, Inc. Management Training Program.
- Monitor and inform the Facility Managers of changes in the parking situations that would affect the parking facilities.
- Assist with set up and operation of major events.

2. Personnel

- Recruit qualified management people for each position; always having enough people on staff to meet operational requirements.
- Motivate, persuade, and inspire management employees to take desired action.
- Encourage independent thought and suggestions for improvement of operating methods.
- Develop and train management employees to meet performance standards.
- Review/measure performance of management employees. Take corrective action where necessary.
- Ensure that all management employees are thoroughly trained and understand the importance of customer satisfaction.



3. Accounting

- Audit daily reports from the Facility Managers.
- Prepare budgets. Keep expenses within budget guidelines.
- Assist Facility Manager whenever called upon.



CAPITAL IMPROVEMENT BOARD

**OPERATING PLANS
PAGE 10**

TITLE: Facility Manager

REPORTS TO: General Manager

MAIN PURPOSE OF JOB: Daily management and operation of parking facilities.

OVERVIEW: Responsibilities encompass implementing and enforcing all procedures. The Facility Manager provides assistance to management with customer relations and in developing efficient methods of operation.

1. Operations

- Plans, schedules and has general responsibility for the work of all facilities employees on-site, including employment and termination.
- Liaise to the owner on matters of mutual concern, including suggestions for improving service.
- Maintains contact with security and facility personnel regarding such issues as traffic congestion, patron security and abandoned vehicles.
- Administers local contract for supplies, maintenance and services.
- Administers policies for Affirmative Action and Equal Opportunity Employment.
- Directs the training of new employees and improves the job performance of current employees. Identifies employees who merit promotion.
- Enforces standards for employee's personal appearance and demeanor so employees exhibit courtesy in dealing with customers.
- Conducts unannounced personal inspections of the facilities to observe operations.
- Oversees financial and revenue reporting functions.
- Assigns responsibilities and hours to provide sufficient operation seven-days-a-week, including event and peak traffic periods.



2. Personnel

- Recruits qualified people for each position, always having enough people on staff to meet operational requirements.
- Motivates, persuades and inspires employees to take desired action.
- Encourages independent thoughts and suggestions for improvement of operating methods.
- Develops and trains employees to meet performance standards.
- Reviews/measures performance of employees. Takes corrective action where necessary.

3. Accounting

- Audit daily reports from cashier
- Prepares budgets and keeps expenses within budget guidelines.
- Ensures all accounts payable and accounts receivable are handled properly in a timely manner.
- Assists Assistant Manager whenever called upon.
- Reviews reports including financial reports, ticket summaries, and all statistical reports required by management.



CAPITAL IMPROVEMENT BOARD

**OPERATING PLANS
PAGE 12**

TITLE: Assistant Manager/Supervisor

REPORTS TO: Facility Manager

MAIN PURPOSE OF JOB: Management of Parking Facility

OVERVIEW: Supervisors assist the Facility Management by supervising personnel, monitoring revenue collection activities and documenting location activity. Supervisors will assume the duties and responsibilities of the Facility Management in their absence.

1. Operations

- Trains cashiers.
- Performs spot on-site inspections.
- Assists parking customers.
- Checks attendants
 - relieves attendants for breaks and meal periods, if possible.
- Check ticket machine and gates
 - proper operation
 - ticket supply
 - time on clocks

2. Personnel

- Trains and develops current employees on staff.
- Handles all employee inquiries.

3. Accounting

- Makes sure deposits are done daily.
- Checks clocks and tickets for accuracy and ample supply.
- Petty cash control.



CAPITAL IMPROVEMENT BOARD

**OPERATING PLANS
PAGE 13**

4. Customer Contact

- Greets each customer in a friendly and professional manner, both in person and on the telephone.

5. Cash Control

- Verifies Cashier Shift Data Report for completeness and accuracy versus tickets and cash turned in.



CAPITAL IMPROVEMENT BOARD

**OPERATING PLANS
PAGE 14**

TITLE: Administrative Assistant

REPORTS TO: General Manager

MAIN PURPOSE OF JOB: Daily reporting and auditing of cash.

OVERVIEW: Responsible for the daily reporting and auditing of the cash processed within the parking facilities. Provides support to the General Manager as necessary by providing functions that are assigned to that position.

1. Operations/Accounting

- Prepares bank deposits.
- Completes Composite Report of all cashiers on a daily basis.
- Compares total number of tickets issued to tickets received by office.
- Compares lane counts with cashier Sales Reports to verify that count agrees.
- Ties all counts together to verify correctness.
- Invoices monthly customers and posts payments.
- Audit of parking tickets.
- Verifies exception tickets.
- Verifies lost ticket report.
- Verifies no-charge ticket report.
- Accounts for missing tickets.

2. Personnel

- Makes sure all the required forms are completed and signed by each employee and filed in their personnel file.
 - Application
 - Employee Handbook Form
 - Employee Checklist
 - I-9 Form
 - All payroll tax forms



CAPITAL IMPROVEMENT BOARD

**OPERATING PLANS
PAGE 15**

3. Accounts Payable

- Prepares invoices and supporting documents for approval.
- Files invoices by account in the payable file.

4. Cash Control

- Deposits revenue into assigned accounts.
- Prepares a composite sheet and makes summary entries.
- Reports to General Manager any discrepancies noted.

5. Customer Contact

- Handle monthly customer inquiries and sign up.
- Greets each person in a friendly and professional manner, both in person and on the telephone.



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
PAGE 16

- TITLE:** Cashier
- REPORTS TO:** Facility Manager
- MAIN PURPOSE OF JOB:** Ticket transactions/cash collections
- OVERVIEW:** To project a professional image of the parking facilities while maintaining the proper cash handling and cashiering duties.
- 1. Handles Cash Parker**
 - The main aspect of the job is to ensure that the appropriate charge is collected from all customers.
 - 2. Ticket Handling**
 - Ensures that all tickets have the correct information on them and the amount paid by the customer.
 - Ensures that all tickets are properly separated – all categories will be banded separately so that tickets can be more easily audited.
 - 3. Accuracy**
 - While working with cash the cashier is very careful and accurate at all times but doesn't work so quickly that accuracy suffers. They are equally careful in charging the customers. Errors, particularly over-charging, leaves a bad impression on the customers
 - 4. Maintenance**
 - Cashiers are responsible for maintaining the appearance of their booth and areas surrounding it.
 - 5. Customer Satisfaction**

Cashier's responsibilities include the following:

 - Making a good first impression with your customer.
 - Knowing their job.
 - Knowing the facility.
 - Fulfilling your customer's needs effectively.



6. Miscellaneous

- Cashiers will carry out other similar duties as requested by a member of the management team.
- Cashiers will have sufficient knowledge of the facility to allow rapid and accurate information dissemination in response to customer questions.



CAPITAL IMPROVEMENT BOARD

**OPERATING PLANS
PAGE 18**

TITLE: Maintenance

REPORTS TO: Facility Manager

MAIN PURPOSE OF JOB: Cleanliness and operational safety

OVERVIEW: To project a professional image while maintaining the parking facility's cleanliness and operational safety.

1. Operations

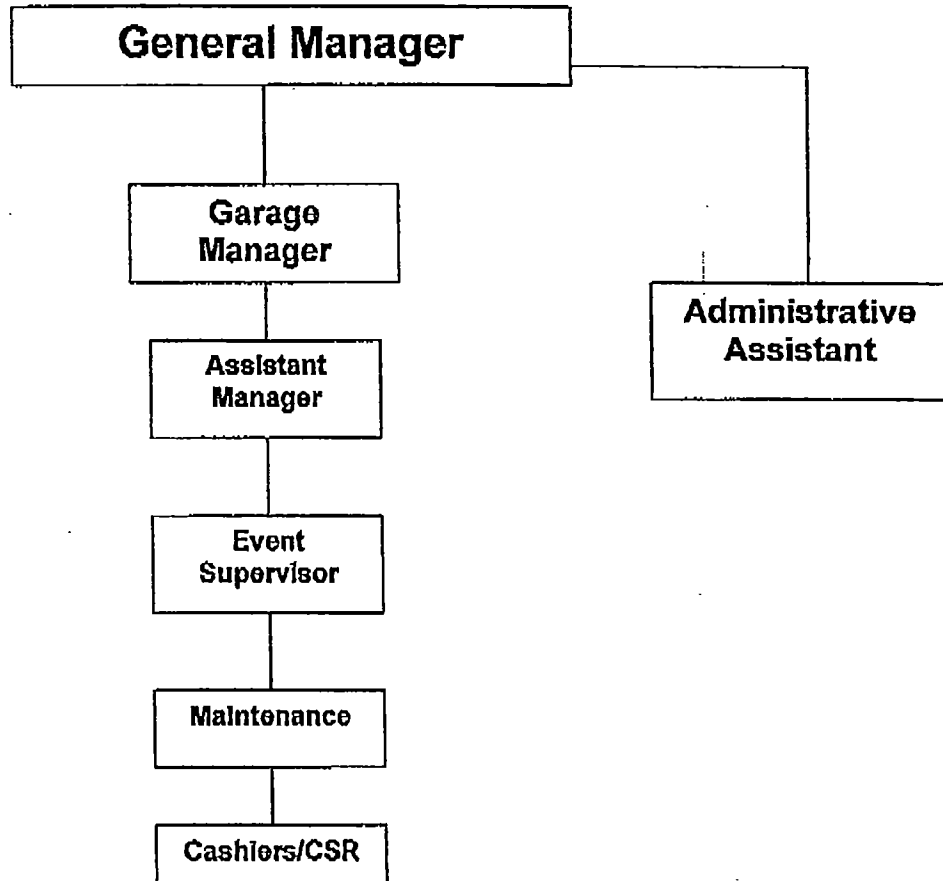
- Checks maintenance schedule, projects for the day.
- Checks ticket machines and gates.
 - Appearance and cleanliness

2. Maintenance

- Walks parking facility completely and:
 - picks up trash around the entrance and exits
 - checks for burned out lights (notes location)
 - records maintenance problems (oil on deck, missing signs, etc.)
 - empties all trash bins
- Works on assigned tasks for the day.
- Cleans surface areas on all levels.
- Cleans the parking facility office.
- Paints poles, curbs, equipment, lanes, etc. when requested.
- Cleans and straightens restrooms, if any.
- Checks equipment and gates for:
 - wooden gate condition
 - ensure gate arm spares are prepared and painted
 - replaces light bulbs as scheduled.



6. Operational Organization Chart





7. Security

Denison Parking, Inc. considers the safety of its employees, customers and customer's property to be very important. Denison employees will, at all times, coordinate and work in conjunction with all contracted security.

a. Customers

- Remove snow and ice build-up that may restrict the safety of pedestrian traffic.
- Remove any obstacles that may interfere with the safety of pedestrian traffic.
- Provide procedures on how to handle emergency situations regarding individuals.

b. Employees

- The security of cash is important and it is necessary to ensure the safety of our employees.
- We have safety procedures to deal with the following situations:
 - Suspicious individuals
 - Theft, burglary, robbery
 - Criminal Damage

c. Customer's Property

Denison has always and will continue to cooperate with contracted security to protect customer's vehicles against theft and vandalism. Parking personnel are trained to observe activities in the garage and report any suspicious or potentially harmful occurrences. The presence of parking personnel in the facilities itself will deter vandalism in the parking facilities.

During the normal course of business, Denison personnel are on the premises assisting customers and picking up trash. These activities create an automatic deterrent for vandals from causing damage.

8. Traffic Directors

Denison will employ off-duty privately contracted sworn police officers to assist vehicular and pedestrian traffic during entry and exits. During the event, traffic directors will assist all other personnel in patrolling and securing parking areas.



9. Equipment Needed

- a. *Virginia Avenue Parking Facility*
 - 1 billy goat (vacuum walk behind)
 - 1 power washer on a mobile base and hoses
 - 2 back pack blowers
 - 4 ladders
 - 2 hand trucks
 - 1 garage sweeper
 - 1 garage computer system
 - 1 gasoline powered utility cart with snow blade
 - 1 heavy duty snow blower

EXHIBIT "E"

[Temporary Parking Spaces]

Area bounded by:

- Alabama Street on the East
- Capitol Avenue on the West
- Washington Street on the North
- South Street on the South

Exhibit E

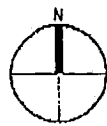
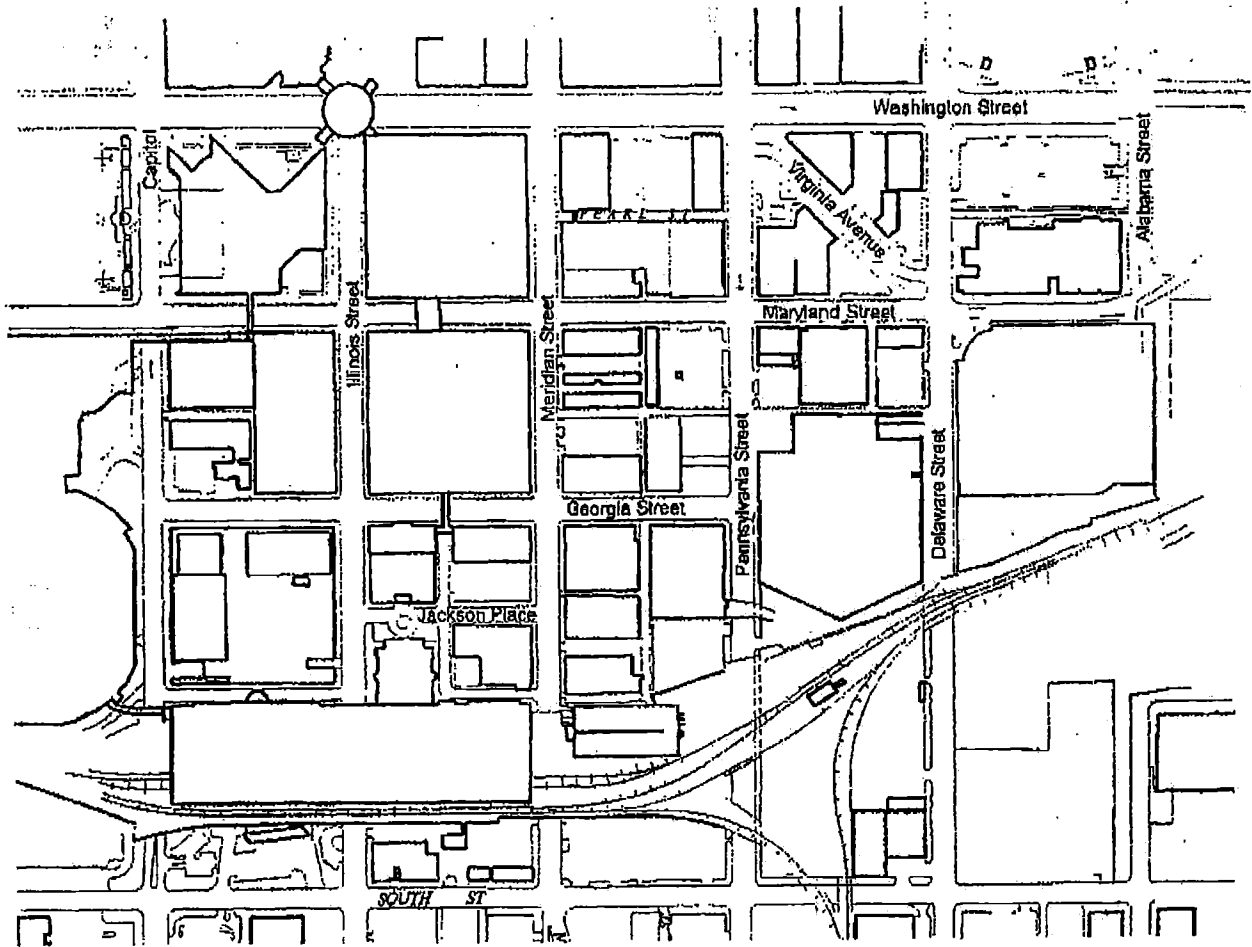


EXHIBIT "F"

[Replacement Parking Facility]

Area bounded by:

- Washington Street on the North
- Meridian Street on the West
- Alabama Street on the East
- Existing Conrail tracks to the South

Exhibit F

