

## SECOND AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT

This SECOND AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT (this "**Agreement**") is entered into on this 17<sup>th</sup> day of April, 2019 (the "**Execution Date**"), to be effective (subject to Section 38 hereof) as of July 1, 2019 (the "**Effective Date**"), by and among MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY ("**MCCRFA**"), THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA ("**CIB**"), PACERS BASKETBALL, LLC, an Indiana limited liability company ("**PBLLC**"), PBLEASING LLC, an Indiana limited liability company ("**PBLEasing**"), and FIELDHOUSE MANAGEMENT, LLC, an Indiana limited liability company ("**Manager**"), is joined in by THE HERBERT SIMON REVOCABLE TRUST under agreement dated February 24, 2011, as amended, modified or restated from time to time (the "**Herbert Simon Trust**"), solely to acknowledge that it has no objection to this Agreement and is no longer a party to this Agreement.

### Recitals

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

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

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

WHEREAS, it is the intention of CIB that the Fieldhouse Complex be operated in such a manner that the citizens of the City of Indianapolis and Marion County will benefit from athletic contests and other types of entertainment, performances and events that contribute to the educational, recreational, economic and cultural development of the community (the "**Municipal Purposes**");

WHEREAS, to facilitate CIB's accomplishment of the Municipal Purposes, CIB granted PBC, the exclusive right, authority, license and privilege to use, possess, occupy and operate the Fieldhouse Complex pursuant to that certain Conesco Fieldhouse Operating Agreement, dated November 1, 1999, by and among MCCRFA, CIB, PBC and Melvin and Herbert Simon (as amended prior to January 1, 2014, the "**Original Operating Agreement**");

WHEREAS, in connection with the Original Operating Agreement, CIB and PBC entered into that certain Conesco Fieldhouse Financial Agreement, dated November 1, 1999 (as amended prior to January 1, 2014, the "**Financial Agreement**"), CIB and PBC entered into that certain Virginia Avenue Parking Garage Parking Agreement, dated November 1, 1999 (as amended prior to January 1, 2014, the "**Original Parking Agreement**"), and CIB, MCCRFA, PBC and Melvin and Herbert Simon entered into that certain Understanding of Defined Terms, dated November 1, 1999 (as amended prior to January 1, 2014, the "**Understanding of Defined Terms**");

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

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

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

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

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

WHEREAS, MCCRFA, CIB, PBLLC, PBLLeasing and Manager amended and restated all of the Fieldhouse Complex Documents other than the Parking Agreement pursuant to that certain Amended and Restated Fieldhouse Operating Agreement, executed on April 21, 2014 to be effective as of January 1, 2014 (the "**Amended and Restated Operating Agreement**"); and, concurrently therewith, (i) PBLLC assigned its rights and obligations with respect to the operation of the Fieldhouse Complex under the Fieldhouse Complex Documents to Manager, a wholly-owned subsidiary of PBLLC, and (ii) CIB, PBLLC and Manager amended and restated the Original Parking Agreement pursuant to that certain Amended and Restated Virginia Avenue Parking Garage Parking Agreement, executed on April 21, 2014 to be effective as of January 1, 2014 (the "**Amended and Restated Parking Agreement**");

WHEREAS, MCCRFA, CIB, PBLLC, PBLLeasing and Manager amended the Amended and Restated Operating Agreement pursuant to that certain First Amendment to Amended and Restated Fieldhouse Operating Agreement, dated December 14, 2015 (the "**First Amendment to the A&R Operating Agreement**"), and CIB, PBLLC and Manager amended the Amended and Restated Parking Agreement pursuant to that certain First Amendment to Amended and Restated Virginia Avenue Parking Garage Parking Agreement, dated December 14, 2015 (the "**First Amendment to the A&R Parking Agreement**") and that certain Second Amendment to Amended and Restated Virginia Avenue Parking Garage Agreement, dated as of the Execution Date (the "**Second Amendment to the A&R Parking Agreement**");

WHEREAS, the Amended and Restated Operating Agreement, as amended by the First Amendment to the A&R Operating Agreement and as may be further amended from time to time prior to the Effective Date, is referred to herein as the "**Existing Operating Agreement**";

WHEREAS, the Amended and Restated Parking Agreement, as amended by the First Amendment to the A&R Parking Agreement and the Second Amendment to the A&R Parking Agreement and as may be further amended from time to time, is referred to herein as the "**Parking Agreement**"; and

WHEREAS, the parties desire to amend and restate the Existing Operating Agreement on the terms and conditions below.

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, MCCRFA, CIB, PBLLC, PBLLeasing and Manager agree as follows:

### Terms and Conditions

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

#### SECTION 1. GRANT OF RIGHTS.

(a) Rights to Fieldhouse Complex. Subject to the terms and conditions set forth herein, CIB hereby grants to Manager, for the period of the Term (defined in Section 2 hereof), the sole and exclusive right, authority, license and privilege to use, possess, occupy, conduct business from, lease space in and operate the Fieldhouse Complex for all lawful purposes, and Manager hereby accepts such grant from CIB, subject to, and conditioned upon, the rights, duties, conditions and limitations set forth herein. Manager shall pay to CIB, as provided in Section 5(a) hereof, the sum of One Dollar (\$1.00) per year for the rights granted to it under this Section 1(a).

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

(c) License of Scoreboard, Video Board and Sound System. PBLLeasing is the owner of the existing scoreboard, video boards and sound system at the Fieldhouse (the "**Video/Sound System**") and leases the Video/Sound System to PBLLC. Subject to the terms and conditions set forth herein, PBLLC hereby licenses use of the Video/Sound System to CIB for the Term. CIB shall pay to PBLLC a license fee for the Video/Sound System as set forth on Exhibit B attached hereto (the "**Video/Sound System License Fee**"). CIB's obligation to pay the Video/Sound System License Fee in any year shall be subject to CIB obtaining a final appropriation in the amount of the Video/Sound System License Fee from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to

the Video/Sound System License Fee for such fiscal year after taking into account all of CIB's other obligations and liabilities, whether under this Agreement or otherwise, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof. Upon any termination of this Agreement, the unpaid balance of all of the Video/Sound System License Fees (discounted to present value at a three percent (3%) discount rate) (the "**Video/Sound System Termination Fee**") shall become accelerated and immediately due and payable by CIB to PBLLC (subject to offset against any amounts owed to CIB hereunder as a result of such termination).

(d) Assignment to Manager. As set forth in the Amended and Restated Operating Agreement, (i) PBLLC previously assigned to Manager all of its rights and obligations with respect to the operation of the Fieldhouse Complex under the Fieldhouse Complex Documents, including without limitation the obligation to repay the Aggregate Advance Amount and the outstanding balance of the Operating Loans, (ii) Manager accepted such assignment and assumed such obligations, and (iii) MCCRFA and CIB consented to the forgoing assignment and assumption.

(e) Land Acquisition. Any real estate in the vicinity of the Fieldhouse incorporated into the Fieldhouse Complex pursuant to clause (d) of the definition thereof (a "**Land Acquisition**") shall be further subject to this Section 1(e).

(i) Any Land Acquisition shall be: (A) subject to compliance with laws related to any purchase of real property (including limitations on the purchase price related to its appraised value) applicable to CIB or MCCRFA; (B) the subject of an owner's title insurance policy reasonably acceptable to CIB or MCCRFA; and (C) the subject of a Phase I Environmental Site Assessment (with reliance letter issued in favor of CIB or MCCRFA) disclosing no Recognized Environmental Conditions (as such term is defined under the ASTM E1527-13 standard) or otherwise reasonably acceptable to CIB or MCCRFA as to environmental condition.

(ii) If a Land Acquisition will result in the payment of any consideration by CIB or MCCRFA to any of the PB Parties or any PBLLC Affiliate as part of the PBLLC Contribution: (A) such Land Acquisition shall be pursuant to a transfer to CIB or MCCRFA from one of the PB Parties or a PBLLC Affiliate; and (B) the timing of the payments of such consideration shall coincide with payments of Operating Expense Reimbursements (not to exceed \$9,000,000 on any July 1) and the amount of any such payment of consideration shall offset the coincident Operating Expense Reimbursement.

(iii) As part of any Land Acquisition pursuant to a transfer to CIB or MCCRFA from one of the PB Parties or a PBLLC Affiliate, such PB Party or PBLLC Affiliate shall also quit claim to CIB or MCCRFA any adjacent public rights-of-way vacated pursuant to Section 1(f) hereof.



(f) Vacation of Public Rights of Way. On or before February 1, 2020, CIB shall cause the vacation of the public rights-of-way described in clauses (b) and (c) of the definition of Fieldhouse Complex. Manager and PBLLC shall support (and cause any PBLLC Affiliate that owns real estate adjacent to such public rights-of-way to support) the petitions filed by CIB for such vacations.

## SECTION 2. TERM OF AGREEMENT.

The initial term of the Original Operating Agreement commenced on November 1, 1999 (the "**Commencement Date**") and shall continue, unless sooner terminated, until the later to occur of (i) June 30, 2044, or (ii) thirty (30) days after the end of the NBA Season ending in the year 2044 (the "**Initial Term**"). Manager shall have one (1) option to extend the Term of this Agreement (the "**Unilateral Extension Option**") and Manager and CIB shall have two (2) options to extend the Term of this Agreement (the "**Mutual Extension Options**" and, together with the Unilateral Extension Option, the "**Extension Options**") for periods of approximately one (1) year each (each an "**Extended Term**" and collectively, to the extent then exercised, the "**Extended Terms**"), which Extended Terms shall end in 2045, 2046 and 2047 respectively, on the later to occur of (A) June 30 of such calendar year, or (B) thirty (30) days after the end of the NBA Season ending in such calendar year. Manager may exercise the Unilateral Extension Option by delivering to CIB a written notice of such exercise on or before December 31, 2042. Manager and CIB may exercise a Mutual Extension Option by entering into a written agreement to do so on or before April 1, 2044 for the first Mutual Extension Option and on or before April 1, 2045 for the second Mutual Extension Option. Manager's failure to deliver timely notice of its exercise of the Unilateral Extension Option shall terminate Manager's right to extend the Initial Term pursuant to the Unilateral Extension Option. Manager's and CIB's failure to timely enter into a written agreement with respect to either Mutual Extension Option shall terminate such parties' rights to extend the Term of this Agreement pursuant to the Mutual Extension Options. The Initial Term and any Extended Terms are collectively referred to as the "**Term**".

## SECTION 3. USES AND LIMITATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Limitation on Uses by Manager. Subject to CIB's obligations hereunder, Manager shall: (i) use, possess, occupy and operate the Fieldhouse Complex in accordance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations, including but not limited to those relating to OSHA, EEOC, nondiscrimination and other employment laws, and the requirements of all insurers (unless Manager obtains alternate coverage which is acceptable in all respects to CIB); and (ii) otherwise possess and occupy or operate the Fieldhouse Complex in a commercially reasonable manner according to standard industry practices so as to avoid an increase or expansion of CIB's maintenance obligations as set forth in Section 7(a) hereof.

(c) Event Cooperation with ISC, Visit Indy and CIB. Manager will cooperate in good faith, at no material cost to Manager, to work with ISC, Visit Indy and CIB to attract to the Fieldhouse Complex Championship Events and other events with significant benefit to the City of Indianapolis, such as, but not limited to the NBA All-Star game and Future Farmers of America events. Manager shall reserve the Fieldhouse Complex for up to fifteen (15) days (non-cumulative) each year of the Term for use by ISC or Visit Indy, the terms and conditions of such use to be negotiated between Manager and ISC or Visit Indy on a case by case basis. If Manager and ISC or Visit Indy are not able to agree upon the terms and conditions of such use, either Manager, ISC or Visit Indy may request CIB to mediate any dispute related to such terms and conditions.

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

#### SECTION 4. OPERATING COVENANTS.

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

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

(b) Indiana Pacers Games. During the Term, so long as the NBA exists and the Indiana Pacers or any successor professional basketball team remain a member thereof, PBLLC shall: (i) cause the Indiana Pacers to maintain its principal offices in the Fieldhouse Complex or elsewhere in downtown Indianapolis, Indiana; and (ii) subject to the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA, cause the Indiana Pacers to play (A) all of the Indiana Pacers' regular season Home Basketball Games in the Fieldhouse (subject to the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA, such Home Basketball Games to include at least one-half (1/2) of the Indiana Pacers' regular season basketball games), and (B) all of the Indiana Pacers' playoff series Home Basketball Games in the Fieldhouse (subject to the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA, such Home Basketball Games to include at least one-third (1/3) of any best of three (3) series, at least two-fifths (2/5) of any best of five (5) series, at least three-sevenths (3/7) of any best of seven (7) series and at least a similar fraction of any other playoff series basketball games). Notwithstanding anything to the contrary herein, PBLLC shall not be deemed to be in violation of this Section 4(b) if: (1) in any NBA basketball season or post-

season series there are an uneven number of home and away basketball games, the Indiana Pacers play one more away basketball game than Home Basketball Game; (2) any Home Basketball Game is played at Lucas Oil Stadium; (3) any Home Basketball Game is played at a neutral site at the direction of the NBA pursuant to a policy applicable to PBLLC and the owners of all other teams in the NBA; (4) any Home Basketball Game is played at an alternate venue because the Indiana Pacers are not then able to play such Home Basketball Game at the Fieldhouse (or at the time of scheduling such Home Basketball Game at the alternate venue it was reasonably anticipated by PBLLC, after consultation and cooperation with CIB, that the Indiana Pacers would not be able to play such Home Basketball Game at the Fieldhouse) due to damage by fire or casualty, the pendency of a restoration or renovation project, the exercise of eminent domain, a prohibition imposed by law, or any other event outside the control of PBLLC or Manager; or (5) the Indiana Pacers elect to play not more than three (3) regular season Home Basketball Games in any NBA Season at a location other than the Fieldhouse for a reason other than as permitted by previous clauses (2), (3) or (4), provided that for each such elective game described in this clause (5), PBLLC shall pay to CIB, within thirty (30) days of such game, an amount equal to Sixty-Seven Thousand Five Hundred Dollars (\$67,500), which amount shall increase by three percent (3%) at the start of each NBA Season following the 2019/2020 NBA Season, for any such game occurring prior to July 31, 2031 or an amount equal to Eighty-Three Thousand Seven Hundred Dollars (\$83,700) for any such game occurring on or after August 1, 2031. For the avoidance of doubt, the Indiana Pacers may play exhibition games and preseason games at any location. Except as otherwise provided in this Section 4(b), PBLLC shall not move the venue of Home Basketball Games under Article 8 of the Constitution and By-Laws of the NBA to be played during the Term.

(c) Compliance with NBA Franchise Agreement. PBLLC shall (i) maintain its NBA franchise in good standing, including payment of all franchise and related fees, material compliance with any and all NBA franchise codes, rules, regulations, requirements and standards, and compliance with its franchise agreement, and (ii) operate, promote and administrate the Indiana Pacers in a manner consistent with the operation, promotion and administration of other professional basketball teams which are franchise members in good standing of the NBA.

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

(e) Vending and Concessions. Manager shall maintain and operate (or cause to be maintained and operated) vending and concession operations at all Home Basketball Games and other Fieldhouse Events in a manner consistent with Generally Accepted Industry Standards. CIB shall be responsible for acquiring and maintaining all liquor licenses necessary or appropriate to operate the Fieldhouse Complex in a manner consistent with Generally Accepted Industry

Standards, provided Manager shall have the right to use the same and reimburse CIB for any cost associated with obtaining and renewing such licenses. In the event that the law changes to require Manager to hold the liquor license for the Fieldhouse Complex in a manner that would provide equal freedom of operation without a material increase in cost of operations or the payment of licensing fees and without a material loss in revenue to Manager, and in the event that the NBA imposes no limitation with respect to the holding of liquor licenses, then Manager shall apply for and, if granted the license, hold the liquor license for the Fieldhouse Complex.

(f) PBLLC Non-Compete Provision. Neither PBLLC, Manager, any PBLLC Affiliate, the Herbert Simon Trust, any Simon Affiliate or any Simon Family Affiliate shall, during the Term, own, directly or indirectly, an interest in any other NBA team or NBA franchise (or any basketball team or basketball franchise competing in any successor or competing league), provided that, for the avoidance of doubt, this provision shall not apply to any WNBA team or franchise, any NBA G League or other NBA development league team or franchise, any other minor league or 'farm' professional basketball team or franchise or any esports team or franchise located anywhere. However, a natural person who is not Herbert Simon or a Simon Family Affiliate, but is otherwise a PBLLC Affiliate shall not be subject to the restriction in the preceding sentence.

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

(h) Loans. If, after the Effective Date, PBLLC obtains a loan or series of loans from the same lender that is secured by all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets and such lender has the right to acquire or foreclose on such collateral as one of its remedies in the event of a default thereunder, then PBLLC shall execute, and shall cause such lender to execute, a tri-party agreement (a "**Tri-Party Agreement**") among PBLLC, CIB and the lender requiring (i) the lender or its designee that elects to acquire or foreclose on such collateral to assume all of Manager's and PBLLC's obligations under this Agreement and the Parking Agreement accruing after such acquisition or foreclosure (subject to customary exceptions), including PBLLC's obligation to play its Home Basketball Games at the Fieldhouse as set forth in Section 4(b) hereof pursuant to the terms of this Agreement, and (ii) CIB to recognize the assuming lender or designee as the holder of Manager's and PBLLC's rights under this Agreement and the Parking Agreement. CIB agrees to negotiate any Tri-Party Agreement in good faith with the lender and to finalize and execute a Tri-Party Agreement in form reasonably requested by the lender as soon as practicable after submission of an initial draft to CIB and in any event within thirty (30) days after such submission. The suitability of any designee of the lender shall be in the NBA's sole discretion.

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

(a) Fees Paid by Manager. Manager shall pay to CIB, in consideration for the exclusive right, authority, license and privilege to use, possess, occupy and operate the Fieldhouse Complex in the manner provided hereunder, an annual fee of One Dollar (\$1.00), which unpaid fees for the remainder of Initial Term in the amount of Nineteen Dollars (\$19.00) shall be paid by Manager to CIB on the Execution Date. With respect to any Extension Term, the annual fee for the entirety of such Extension Term (\$1.00) shall be paid by Manager to CIB on the date that Manager exercises the Unilateral Extension Option or Manager and CIB exercise a Mutual Extension Option, as applicable.

(b) Operating Loans from CIB. CIB previously provided certain advances to PBC pursuant to the Market Square Arena Operating Agreement; the outstanding balance of such advances (the "**Aggregate Advance Amount**") is Four Million Seven Hundred Eighty Thousand Sixteen and 01/100 Dollars (\$4,780,016.01) as of the Execution Date. Additionally, pursuant to Section 1.02 of the First Amendment and Section 1.02 of the Second Amendment, CIB provided PBLLC with certain loans for the payment of operating and maintenance expenses of the Fieldhouse Complex in the aggregate amount of Forty Million Dollars (\$40,000,000) (collectively, the "**Operating Loans**"); the outstanding balance of the Operating Loans is Eighteen Million Dollars (\$18,000,000) as of the Execution Date. At the conclusion of each NBA Season ending after the Execution Date, so long as no Event of Default remains outstanding at the conclusion of the applicable NBA Season, a portion of each of the Aggregate Advance Amount and the outstanding balance of the Operating Loans shall automatically be forgiven as set forth on Exhibit D attached hereto.

SECTION 6. OPERATING REVENUES.

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

described in Section 3(a) hereof, then CIB shall either (x) revise such contract or agreement to eliminate such objection or (y) commit to reimburse Manager for all actual demonstrated reduction in revenues. If Manager does not provide CIB with a written objection within such ten (10) day period, such violation or agreement shall be deemed to be unobjectionable. At the request of any party hereto, all disputes with respect to the subject matter of this Section 6(a) shall be resolved by the Arbitration Procedure. In the event the Arbitrator renders a decision in favor of CIB, CIB shall indemnify and hold the PBLLC Indemnified Parties harmless from and against any loss, cost or expense, including reasonable attorneys' fees, arising as a result of claims made against any PBLLC Indemnified Party by parties contracting with PBLLC or Manager with respect to naming, signage or advertising rights, Media Rights or the right to provide goods or services on a limited, exclusive, favored or sponsorship basis with respect to the Fieldhouse Complex claiming rights inconsistent with the decision of the Arbitrator. Notwithstanding anything to the contrary set forth herein, any contract or agreement entered into by PBLLC or Manager with respect to (A) naming, signage or advertising rights or Media Rights related to the Fieldhouse Complex or (B) the right of others to provide goods or services on a limited, exclusive, favored or sponsorship basis at the Fieldhouse Complex may contain provisions which reasonably limit CIB's and MCCRFA's rights, after the date thereof, to enter into contracts or agreements with respect to naming, signage and advertising rights related to the Virginia Avenue Parking Garage, and CIB and MCCRFA will be bound by such limitations.

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

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



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

(vii) attendance information on an annualized basis.

Manager shall ensure that a knowledgeable representative of Manager is present on a quarterly basis at CIB Board meetings to address questions regarding the revenue and expense statements provided by Manager pursuant to this Section 6(b).

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

#### SECTION 7. FIELDHOUSE MAINTENANCE, IMPROVEMENTS AND OPERATING EXPENSES.

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

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

(ii) make all Major Repairs;

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

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

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

Notwithstanding anything to the contrary herein, CIB shall not have any maintenance, repair or replacement obligations with respect to: (A) the Owner's Portion of the FF&E Package; (B) any improvements constructed on the Real Estate after the Effective Date north of the south line of Chesapeake Street (commonly referred to as Bankers Life Court as of the Execution Date), other than Structural, Building Exterior and Roof Components, Major Systems and carpeting and similar fiber floor coverings relating to any enclosed portion of the Fieldhouse that may after the Effective Date be constructed north of such line; or (C) any equipment or systems that solely serve portions of the improvements comprising the Fieldhouse Complex constructed on the Real Estate after the Effective Date north of the south line of Chesapeake Street (commonly referred to as Bankers Life Court as of the Execution Date), other than Structural, Building Exterior and Roof Components, Major Systems and carpeting and similar fiber floor coverings relating to any enclosed portion of the Fieldhouse that may after the Effective Date be constructed north of such line, regardless of where such equipment is located (i.e. even if located south of such line); provided that this provision shall not limit the use, at Manager's election, of the Aggregate Refresh Budget or the Aggregate Technology Budget for any repair or replacement of any of the Owner's Portion of the FF&E Package or any improvements constructed on the Real Estate after the Effective Date. Except for items (iv) and (v) above, Manager, rather than CIB, shall be responsible for the foregoing obligations to the extent the need therefore is caused by Manager's failure to perform Normal and Routine Maintenance or any of its other obligations under Section 7(b) hereof on any system or component or part. CIB shall replace an item under (i) or (iii) above if CIB and Manager reasonably determine that the item has reached its Replacement Threshold. For purposes of this Agreement, an item has reached its "**Replacement Threshold**" if the item either:

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

If CIB would otherwise be required to replace an item of computer hardware or software due to lack of a manufacturer's support, CIB may, in lieu thereof, pay the cost required by such manufacturer to reinstitute support, provided that such hardware or software remains compatible with other hardware or software utilized by Manager. Replacements made by CIB because an item has reached its Replacement Threshold (1) are not required to be identical to the item being replaced, however, replacements must be at least of a substantially similar quality, type and function of the item being replaced, and (2) shall be reasonably acceptable to Manager as to design, performance and aesthetics, however, replacements shall not be required to be of a quality, type or function that is above Generally Accepted Industry Standards with the result that the replacement is at a higher cost to CIB than a replacement consistent with Generally Accepted Industry Standards. The foregoing sentence shall not limit the use of the Aggregate Refresh Budget or the Aggregate Technology Budget, at Manager's election, for any repair or replacement of any of item above Generally Accepted Industry Standards. If, during the last three (3) years of the Initial Term or during any Extended Term, CIB otherwise would have an obligation to replace an item, CIB shall have the right to repair that item if it is practical to do so, it does not materially impair

Manager's operations and CIB reimburses Manager for the extra operating and maintenance costs related to retaining the item. Manager shall maintain detailed records relating to all maintenance and replacement issues which are the subject of this Section 7, and the same shall be made available on one (1) Business Day's notice to CIB for its review at Manager's offices. CIB shall be responsible for promptly making all physical changes to any portion or component of the Fieldhouse Complex which CIB is obligated to maintain, repair, replace or improve under this Section 7(a) as is necessary or appropriate to cause the Fieldhouse Complex to be in compliance with new Codes respecting the construction and physical condition of such portion or components of the Fieldhouse Complex that come into existence during the Term, provided that if Manager can comply with such new Codes by altering its operations, it will if it can do so without materially impairing revenues, materially increasing costs or materially hampering operations. CIB's maintenance obligations under this Section 7(a) shall be conditioned upon Manager's delivery to CIB of written notification of the need for any maintenance, repair or replacement, and Manager shall be responsible for all costs and expenses of such maintenance, repair or replacement, to the extent caused by or resulting from, Manager's failure to deliver such notice within five (5) Business Days from its Actual Knowledge of the need therefor, except in the case of emergency or urgent situations where persons responsible for the operation of the Fieldhouse Complex for Manager have Actual Knowledge of such situations (including situations whereby all or any portion or component of the Fieldhouse Complex is in a condition which dictates that the Fieldhouse Complex could not be useable for, or there would be a material impairment of, any Fieldhouse Event), in which event Manager shall be responsible for all costs and expenses of such maintenance, repair or replacement, to the extent caused by, or resulting from, Manager's failure to deliver notice in a timely manner after such personnel had Actual Knowledge of the situation which would permit CIB to respond within a reasonable period of time consistent with the nature of such emergency or urgent situation. CIB shall keep and maintain all items in the Fieldhouse Complex for which it has responsibility under this Section 7(a) in good condition and repair, in a manner consistent with the condition maintained pursuant to Generally Accepted Industry Standards. CIB shall have no liability to Manager or PBLLC for any inconvenience, annoyance, interruption or injury to Manager's or PBLLC's business arising from undertaking, in a reasonable manner, any maintenance, repairs or replacements or improvements required or permitted hereunder or required by law; provided that CIB shall (I) undertake (or, without abrogating its obligation, contract for) such maintenance, repairs, replacements and improvements with reasonable diligence and (II) perform (or, without abrogating its obligation, contract for) the performance of such work at times and in a manner which, to the extent reasonable under the circumstances, minimizes interference with Manager's or PBLLC's use, occupancy and possession of the Fieldhouse Complex and Fieldhouse Events. Additional procedures relating to the performance and procurement of the Scheduled Capital Repairs and Replacements are set forth in Exhibit J. CIB also shall be responsible to maintain the Virginia Avenue Parking Garage in a good and safe condition consistent with other first class parking facilities in downtown Indianapolis and in compliance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations. With respect to CIB's obligations under this Section 7(a), in the event of any emergency or any urgent situation (including situations whereby all or any portions or components of the Fieldhouse Complex are in a condition which dictate that the Fieldhouse Complex could not be useable for or there would be a material impairment of any Fieldhouse Event), Manager shall notify CIB of such emergency or urgent situation and, if CIB is not able to respond within a reasonable time period consistent with the nature of the situation (and, in all events, within a time

period necessary to render the Fieldhouse Complex usable without material impairment for any Fieldhouse Event), then Manager shall have the right to remedy such situation, and CIB will be responsible for the reasonable costs and expenses thereof.

Subject to a limit of Fifty Thousand Dollars (\$50,000) per NBA Season, CIB shall pay for the cost of, or otherwise provide to Manager, (i) all Fieldhouse Complex amenities, improvements and equipment (including technologies developed or used in the future) that may be required to be installed, modified, performed or provided pursuant to changes in the NBA Rules or its broadcasting contracts from time to time after April 21, 2014 and (ii) any replacements or repairs to existing or future amenities, improvements or equipment required pursuant to the NBA Rules or its broadcasting contracts from time to time after April 21, 2014. Manager and CIB shall coordinate and cooperate with each other to effect the timely provision of such amenities or equipment in compliance with NBA Rules or its broadcasting contracts. Notwithstanding anything to the contrary set forth in this Agreement, except as expressly set forth in this paragraph, CIB shall have no responsibility or liability whatsoever for the cost of Fieldhouse Complex amenities, improvements, equipment, replacements, repairs or like items required solely as a result of changes, amendments, supplements or modifications to any NBA Rules or its broadcasting contracts after April 21, 2014; provided, however, that nothing in this sentence shall be deemed to affect the obligations of CIB that CIB would otherwise be required to perform under any other provision of this Agreement if such change, amendment, supplement or modification to such NBA Rules or its broadcasting contracts had not occurred, all of such obligations of CIB described elsewhere in this Agreement being independent obligations.

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

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

CIB, rather than Manager, shall be responsible for the foregoing obligations to the extent the need therefore is caused by CIB's interference with Manager's operations and ability to undertake its obligations hereunder. If CIB fails to pay any CIB Operating Expense Item or any Operating Expense Reimbursement for a period of ninety (90) days from the date such payment is due, Manager's obligations under this Agreement to operate, maintain, promote and administrate the Fieldhouse Complex shall be limited to using commercially reasonable efforts under the circumstances until such time as the payments of CIB Operating Expense Items and Operating Expense Reimbursements are current, provided that Manager shall have a reasonable period of time after such payments are made current to re-establish the standards otherwise required by this

Agreement in connection with the operation, maintenance, promotion and administration of the Fieldhouse Complex. Manager shall keep and maintain all items in the Fieldhouse Complex for which it has responsibility under this Section 7(b) in good condition and repair, consistent with the condition maintained pursuant to Generally Accepted Industry Standards. Manager shall be responsible for promptly making all physical changes to any portion or component of the Fieldhouse Complex which Manager is obligated to maintain under this Section 7(b) as is necessary or appropriate to cause the Fieldhouse Complex to be in compliance with new Codes respecting the physical condition of such portion or component of the Fieldhouse Complex that come into existence during the Term.

(c) Failure of CIB to Perform Maintenance and Improvement Obligations. If CIB fails to fulfill any of its obligations under Section 7(a) hereof, Manager shall have the right to notify CIB in writing, which notice shall specifically set forth the manner in which CIB has failed to fulfill such obligations (the "**Manager Maintenance Notice**"). With the exception of emergency or urgent situations which are governed by the terms of Section 7(a) hereof, if CIB does not commence to cure any such failure set forth in the Manager Maintenance Notice on or before ten (10) days after CIB's receipt of the Manager Maintenance Notice and diligently pursue such cure until completed, Manager may (but is not obligated to) undertake responsibility for such uncured obligation, and CIB shall be responsible to reimburse Manager for all costs and expenses associated with Manager's undertaking of such obligations, together with interest at an annual rate of eighteen percent (18%). In addition to the above-described cure rights of Manager, if CIB fails to fulfill the same (or substantially similar) obligation under Section 7(a) hereof twice in any two (2) year period, then Manager may undertake such obligation for the remainder of the Term at CIB's expense, together with interest at an annual rate of eighteen percent (18%); provided that, at any subsequent time, Manager may elect to cease undertaking such obligation and require CIB to satisfy the obligation in accordance with Section 7(a) hereof. All disputes respecting CIB's performance of its obligations under Section 7(a) hereof or the determination of issues relating thereto shall be resolved pursuant to Section 32 hereof. In addition to all other rights of Manager in this Section 7(c), Manager shall have the right to specifically enforce CIB's obligations under this Section 7.

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

Manager for any inconvenience, annoyance, interruption or injury to Manager's business or property resulting from performance of such obligations. All disputes regarding Manager's performance of its obligations under Section 7(b) hereof or the determination of issues relating thereto shall be resolved pursuant to Section 32 hereof. In addition to all other rights of CIB in this Section 7(d), CIB shall have the right to specifically enforce Manager's obligations under this Section 7.

(e) CIB Operating Expense Reimbursement. Commencing on July 1, 2019, CIB shall pay to Manager operating expense reimbursements in the amounts and on the dates set forth on Exhibit G attached hereto (the "**Operating Expense Reimbursements**"), subject to offset as provided in Sections 1(e) and 7(f) hereof. The Operating Expense Reimbursements shall be used solely for the payment of Manager's expenses of operating and maintaining the Fieldhouse Complex. CIB's obligation to pay the Operating Expense Reimbursement in any year shall be subject to CIB obtaining a final appropriation in the amount of such Operating Expense Reimbursement from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to the full Operating Expense Reimbursement for such fiscal year (without any offset as provided in Section 7(f) hereof) after taking into account all of CIB's other obligations and liabilities, whether under this Agreement or otherwise, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof.

(f) CIB Payment of Certain Operating Expenses. CIB shall timely pay the costs and expenses, whether accruing before or after the Effective Date, in connection with the Fieldhouse Complex operating expense items listed on Exhibit H attached hereto (the "**CIB Operating Expense Items**"). Such costs and expenses, to the extent accruing after the Effective Date, are referred to herein as "**CIB Operating Expenses**". To the extent that any CIB Operating Expenses are incurred with respect to both the Fieldhouse Complex and other properties, there shall be excluded from CIB Operating Expenses a fair and reasonable percentage thereof that is properly allocable to such other properties. CIB shall not enter into any contract or purchase order after the Execution Date with respect to any CIB Operating Expense Item without Manager's prior written consent. Manager may remove any item from the CIB Operating Expense Items from time to time in Manager's sole discretion, provided that any fees or other amounts payable by CIB to the vendor in connection with cancelling a contract or purchase order as a result of such removal shall be included in CIB Operating Expenses. Manager may also add items to the CIB Operating Expense Items from time to time upon the prior written consent of CIB, provided that the amount of the estimated offset against the Operating Expense Reimbursement as provided in this Section 7(f) shall be equitably adjusted. Notwithstanding CIB's payment of, or contracting with respect to, the CIB Operating Expense Items, Manager shall make all operating decisions regarding the CIB Operating Expense Items and CIB shall have no authority to reduce the applicable quantitative or qualitative attributes of any CIB Operating Expense Items, which CIB Operating Expense Items shall remain at quantitative and qualitative levels consistent with the greater of (i) past practices at the Fieldhouse Complex, or (ii) best practices pursuant to Generally Accepted Industry Standards. The amount of the estimated offset against the Operating Expense Reimbursement due on July 1, 2019 shall be \$3,234,000 (resulting in an Operating Expense Reimbursement of \$9,266,000). On

or before June 1, 2020 and June 1 of each calendar year thereafter during the Term, CIB shall provide to Manager its good faith estimate of the CIB Operating Expenses for the following fiscal period (July 1 – June 30), together with reasonable supporting documentation, which absent the addition or deletion of any CIB Operating Expense Items being applicable to such following fiscal period, shall be based on the actual costs of the CIB Operating Expense Items for the then current fiscal period ending on June 30 adjusted by a percentage, the numerator of which shall be the Consumer Price Index for the most recent month available as of that June 1, and the denominator of which shall be the Consumer Price Index for the same month of the prior calendar year. For purposes of example only, if the actual costs of the CIB Operating Expense Items for the July 1, 2019 – June 30, 2020 fiscal period were \$3,600,000, no CIB Operating Expense Items have been added or deleted for the following fiscal period and the applicable CPI adjustment is 2%, then the offset against the Operating Expense Reimbursement due on July 1, 2020 would be \$3,672,000 (resulting in an Operating Expense Reimbursement of \$8,828,000). In the event of the addition or deletion of any CIB Operating Expense Items applicable to such following fiscal period, CIB and Manager shall endeavor in good faith to agree prior to July 1 upon the amount the estimated offset against the next Operating Expense Reimbursement. On or before September 1, 2020 and September 1 of each calendar year thereafter during the Term, CIB shall provide to Manager a certified statement of the actual CIB Operating Expenses incurred for the prior fiscal period (July 1 – June 30), together with reasonable supporting documentation. If such statement shows the actual CIB Operating Expenses incurred for the prior fiscal period are less than the amount of the estimated offset for such fiscal period, then CIB shall pay the difference to Manager within thirty (30) days of such statement. If such statement shows the actual CIB Operating Expenses incurred for the prior fiscal period are more than the amount of the estimated offset for such fiscal period, then Manager shall pay the difference to CIB within thirty (30) days of such statement. Manager shall have the right to audit the CIB Operating Expenses and CIB shall allow Manager or its representative to inspect CIB's books and records relating to the CIB Operating Expenses and shall provide and make available to Manager such information relating to the calculation of the CIB Operating Expenses as Manager may reasonably request. CIB shall maintain its books and records relating to the CIB Operating Expenses for at least three years after the end of a given fiscal period in a single office. CIB and Manager shall cooperate in good faith to resolve any disputed items. If any audit determines that CIB has overstated the CIB Operating Expenses, then CIB shall refund to Manager the amount of such overstatement within thirty (30) days after such determination. If the CIB Operating Expenses set forth in any statement are overstated by more than five percent (5%), CIB shall reimburse Manager for the reasonable out of pocket third party cost of Manager's audit.

(g) Refresh Improvements. As of the Execution Date, a total of \$1,641,330.77 of the Aggregate Refresh Budget under the Existing Operating Agreement has not been spent. If any portion of such amount has not been fully spent by the Effective Date, CIB and Manager agree to document the amount remaining as of the Effective Date (the "**Carryover Refresh Amount**"). CIB shall commit a total of Two Hundred Ninety-Five Million Dollars (\$295,000,000) (such amount, plus the Carryover Refresh Amount, being the "**Aggregate Refresh Budget**") to be available for disbursement not later than the dates set forth on Exhibit I to be used for improvements to and furniture, fixtures and equipment for the Fieldhouse Complex and/or the connector between the Fieldhouse Complex and the Virginia Avenue Parking Garage, including Technology Improvements Work, desired by Manager and approved by CIB that are not otherwise the responsibility of CIB hereunder (collectively, "**Refresh Improvements**"). Without limiting

the general requirement that CIB not unreasonably withhold, condition or delay its approval of any Refresh Improvements as provided in Section 24 hereof, CIB shall not be entitled to withhold, condition or delay its approval of, and shall approve, any Refresh Improvement proposed by Manager so long as such Refresh Improvement: (A) is guided by the conceptual designs prepared by Architect dated September 18, 2018; (B) is consistent with the funding and funding schedule for Refresh Improvements set forth in this Section 7(g) and Exhibit I; (C) is consistent with the proposed design and construction schedule for the Refresh Improvements attached hereto as Schedule 3; (D) does not impair the value of the Fieldhouse Complex and/or the Virginia Avenue Parking Garage; and (E) is related to the Fieldhouse Complex and the operation, maintenance, condition or appearance thereof (even if not physically attached thereto). CIB shall perform, at its cost (but subject to the Aggregate Refresh Budget), all Refresh Improvements in accordance with the standards set forth in Section 7(a) hereof pursuant to plans and specifications identified or otherwise approved by Manager and CIB and a mutually agreed upon schedule. The parties agree to cooperate in good faith with respect to such schedule to minimize any disruption to Fieldhouse operations and scheduled events, particularly Home Basketball Games, and maximize the availability of the Fieldhouse Complex for events. CIB shall have no liability to Manager or PBLLC for any inconvenience, annoyance, interruption or injury to Manager's or PBLLC's business arising from undertaking, in a reasonable manner, any Refresh Improvements; provided that CIB shall (I) undertake (or, without abrogating its obligation, contract for) such Refresh Improvements with reasonable diligence, and (II) perform (or, without abrogating its obligation, contract for) the performance of such Refresh Improvements at times and in a manner which, to the extent reasonable under the circumstances, minimizes interference with Manager's or PBLLC's use, occupancy and possession of the Fieldhouse Complex and Fieldhouse Events. Manager acknowledges that all Refresh Improvements shall be subject to all procurement laws, rules and regulations of the State of Indiana (or exemptions thereto) applicable to CIB and CIB agrees to cooperate with Manager and permit Manager to participate in and, subject to applicable law, approve all aspects of the procurement process for Refresh Improvements. Additional procedures relating to the performance and procurement of Refresh Improvements are set forth on Exhibit J. The budget for Refresh Improvements shall be available as set forth in Exhibit I (the budget becoming available in a particular calendar year being an "**Annual Refresh Budget**"). If CIB does not spend the entire Annual Refresh Budget within twelve (12) months after the date such Annual Refresh Budget becomes available as set forth on Exhibit I, the same shall not be a CIB Default hereunder so long as CIB is using good faith, diligent efforts to complete the Refresh Improvements in accordance with the mutually agreed upon schedule. CIB's obligations with respect to spending any Annual Refresh Budget pursuant to this Section 7(g) shall be subject to CIB obtaining a final appropriation in the corresponding amount of the Annual Refresh Budget set forth above for its applicable fiscal year from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of the Annual Refresh Budget in CIB's annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to such Annual Refresh Budget for such fiscal year after taking into account all of CIB's other obligations and liabilities, whether under this Agreement or otherwise, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof. In addition, CIB's obligations to complete and/or procure, as applicable, Refresh Improvements pursuant to this Section 7(g) shall be subject to a



limit in the amount of the Aggregate Refresh Budget in the aggregate over the Initial Term, provided that CIB and Manager agree to meet and discuss in good faith during calendar year 2042 additional funding for Refresh Improvements to become available no earlier than expiration of the Initial Term, based on the condition of the Fieldhouse Complex at such time, amenities then available at other multi-purpose fieldhouses or arenas that serve as home venues of NBA men's basketball team franchises, availability of funding and other relevant circumstances. CIB's obligation to make available the Aggregate Refresh Budget is contingent upon PBLLC having actually funded (from Manager's, PBLLC's and/or a PBLLC Affiliate's own funds and/or funds of a third party other than CIB, the City of Indianapolis and the State of Indiana) and/or contributed (or caused the contribution by Manager, a PBLLC Affiliate and/or a third party other than CIB, the City of Indianapolis and the State of Indiana) and/or committing in writing to fund and/or contribute \$38,000,000 (the "**Initial PBLLC Contribution**") of improvements, fixtures or equipment for the Fieldhouse Complex in connection with the Expansion Project and/or in connection with acquisition of land to be incorporated into the Fieldhouse Complex pursuant to clause (d) of the definition thereof. PBLLC shall also be responsible for funding (from Manager's, PBLLC's and/or a PBLLC Affiliate's own funds and/or funds of a third party other than CIB, the City of Indianapolis and the State of Indiana) and/or contributing (or causing the contribution by Manager, a PBLLC Affiliate and/or a third party other than CIB, the City of Indianapolis and the State of Indiana) \$27,000,000 over and above the Initial PBLLC Contribution (the "**Final PBLLC Contribution**" and, together with the Initial PBLLC Contribution, the "**PBLLC Contribution**") of improvements, fixtures or equipment for the Fieldhouse Complex and/or in connection with acquisition of land to be incorporated into the Fieldhouse Complex pursuant to clause (d) of the definition thereof, provided that the Final PBLLC Contribution shall not be required until the entire amount of the Aggregate Refresh Budget has been expended. CIB will only enter into contracts for Refresh Improvements in excess of the Aggregate Refresh Budget if CIB and PBLLC have agreed, in writing, upon an amount of the Final PBLLC Contribution to be utilized to pay costs for Refresh Improvements as and when due under such contracts after the Aggregate Refresh Budget has been fully expended. If the entire Final PBLLC Contribution is not utilized to pay such costs, any remaining amount of the Final PBLLC Contribution shall be funded and/or contributed no later than twenty-four (24) months after the date that the Aggregate Refresh Budget has been fully expended. The amount of the PBLLC Contribution attributable to land to be incorporated into the Fieldhouse Complex pursuant to clause (d) of the definition thereof shall be the actual costs incurred in connection with the acquisition of such land and the transfer of the same to CIB or MCCRFA. Other than any Land Acquisition, the amount of the PBLLC Contribution attributable to any contributed improvements, fixtures or equipment shall be the greater of the actual costs incurred in connection with the same or the fair market value thereof (e.g. if received from third parties and contributed 'in kind' by PBLLC). For the avoidance of doubt, no portion of the PBLLC Contribution shall include any amounts that are paid or reimbursed by CIB or MCCRFA (except to the extent such payment or reimbursement is an offset to an Operating Expense Reimbursement as provided in Section 1(e)(ii) hereof). CIB agrees to cooperate with Manager, PBLLC and PBLLC Affiliates to optimize tax structuring in connection with the PBLLC Contribution.

(h) Cost Saving Opportunities. If either CIB or Manager identifies opportunities to realize certain operating expense cost savings at the Fieldhouse Complex, including by adding items to the CIB Operating Expense Items that CIB may be able to obtain at a lesser cost than Manager could obtain, CIB and Manager will engage in good faith discussions with the goal of arriving at a mutually agreeable plan for reducing such operating expenses in a manner that will

not impair Manager's operations or the quality of fan experience at the Fieldhouse Complex and will continue to enable the Fieldhouse Complex to be operated in a manner consistent with Generally Accepted Industry Standards. For the avoidance of doubt, any cost savings shall not reduce the amount of the Operating Expense Reimbursements.

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

(j) Technology Improvements. CIB shall commit a total of One Hundred Twenty Million Thirty-One Thousand Eight Hundred Seventy-Five Dollars (\$120,031,875) (the "**Aggregate Technology Budget**") to be used for maintenance, repair, replacement, acquisition, installation and/or construction of Technology Improvements desired by Manager ("**Technology Improvements Work**") through June 30, 2036. Subject to the penultimate sentence of this Section 7(j), CIB shall perform, at its cost (but subject to the Aggregate Technology Budget for the period from the Effective Date to June 30, 2036), all Technology Improvements Work in accordance with the standards set forth in Section 7(a) hereof pursuant to plans and specifications identified or otherwise approved by Manager and a mutually agreed upon schedule. The parties agree to cooperate in good faith with respect to such schedule to minimize any disruption to Fieldhouse operations and scheduled events, particularly Home Basketball Games, and maximize the availability of the Fieldhouse Complex for events. CIB shall have no liability to Manager or PBLLC for any inconvenience, annoyance, interruption or injury to Manager's or PBLLC's business arising from undertaking, in a reasonable manner, any Technology Improvements Work; provided that CIB shall (I) undertake (or, without abrogating its obligation, contract for) such Technology Improvements Work with reasonable diligence and (II) perform (or, without abrogating its obligation, contract for) the performance of such Technology Improvements Work at times and in a manner which, to the extent reasonable under the circumstances, minimizes interference with Manager's or PBLLC's use, occupancy and possession of the Fieldhouse Complex and Fieldhouse Events. Manager acknowledges that all Technology Improvements procured by CIB and work related thereto shall be subject to all procurement laws, rules and regulations of the State of Indiana (or exceptions thereto) applicable to CIB and CIB agrees to cooperate with Manager and permit Manager to participate in and, subject to applicable law, approve all aspects of the procurement process for Technology Improvements Work. The budget for Technology Improvements Work shall be available as set forth in Exhibit K (the budget becoming available in a particular year being an "**Annual Technology Budget**"). If CIB does not spend the entire Annual Technology Budget within twelve (12) months after the date such Annual Technology Budget becomes available as set forth on Exhibit K, the same shall not be a CIB Default hereunder so long as CIB is using good faith, diligent efforts to complete the Technology Improvements Work designated by Manager in accordance with the mutually agreed upon schedule. Any amount of an Annual Technology Budget not utilized within twelve (12) months after the date such Annual Technology Budget becomes available as set forth on Exhibit K shall be carried over and shall be available for use for Technology Improvements Work in any following year of the Initial Term. CIB's obligations with respect to spending any Annual Technology Budget pursuant to this Section 7(j) in any year shall be subject to CIB obtaining a final

appropriation in the corresponding amount of the Annual Technology Budget set forth above for its applicable fiscal year from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of the Annual Technology Budget in CIB's annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to such Annual Technology Budget for such fiscal year after taking into account all of CIB's other obligations and liabilities, whether under this Agreement or otherwise, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof. In addition, CIB's obligations to complete and/or procure, as applicable, Technology Improvements Work pursuant to this Section 7(j) shall be subject to a limit in the amount of the Aggregate Technology Budget for the period from the Effective Date to June 30, 2036, provided that CIB and Manager agree to meet and discuss in good faith during calendar year 2036 the definition of 'Technology Improvements' and the amount of 'Technology Improvements' expenditures to be made at the cost of CIB for the remaining Term after June 30, 2036, taking into account the condition of the Fieldhouse Complex at such time, technologies then available at other multi-purpose fieldhouses or arenas that serve as home venues of NBA men's basketball team franchises, availability of funding and other relevant circumstances. Notwithstanding anything to the contrary in this Section 7(j), if Manager desires to perform any Technology Improvements Work prior to June 30, 2028 and funds in the Aggregate Technology Budget are not then available for use, Manager may perform (or cause to be performed) such Technology Improvements Work and CIB shall reimburse Manager for the cost thereof (without any interest) as and when funds in the Aggregate Technology Budget become available; provided that Manager obtained a written acknowledgement from CIB at the time of such Technology Improvements Work that Manager complied with all procurement laws, rules and regulations of the State of Indiana (or exceptions thereto) applicable to CIB in connection with such Technology Improvements Work. CIB agrees to cooperate with Manager in connection with the procurement of such Technology Improvements Work and compliance with all procurement laws, rules and regulations of the State of Indiana (or exceptions thereto) applicable to CIB with respect thereto.

#### SECTION 8. INSURANCE OBLIGATIONS.

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

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

may be increased based upon changes in the insurance market if mutually agreed upon by Manager and CIB.

(ii) Prior to commencement of construction of any repair, replacement or improvement project relating to the Fieldhouse Complex (including the Scheduled Capital Repairs and Replacements pursuant to Section 7(a) hereof, Refresh Improvements pursuant to Section 7(g) hereof or Technology Improvements Work pursuant to Section 7(j) hereof) that is of a magnitude which is not covered for Casualties under the insurance provided pursuant to Section 8(a)(i) above, CIB shall procure (or cause to be procured) property insurance for such projects, written on a builder's risk 'all-risk' completed value or equivalent policy form, in an amount sufficient to cover the total value of such project on a replacement cost basis ("**Builder's Risk Coverage**"), with a deductible for all perils other than flood and earthquake of not more than Two Hundred Fifty Thousand Dollars (\$250,000); provided, however the maximum amount of such deductible may be increased based upon changes in the insurance market if mutually agreed upon by Manager and CIB. The Builder's Risk Coverage for each such project shall be written for not less than the amount of that project, plus the value of subsequent modifications to that project and labor performed and materials and equipment supplied by others for that project. The Builder's Risk Coverage for each project shall be maintained until substantial completion of the applicable project has been achieved, unless otherwise agreed in writing by CIB and Manager. The Builder's Risk Coverage for each project shall include the interests of the CIB, PBLLC, PBLLeasing, Manager, and, as applicable to each project, the architect, construction manager, contractor and subcontractors for that project. The cost to procure and maintain the Builder's Risk Coverage for each project shall be considered a cost of and paid for out of the applicable budget for that project. CIB, PBLLC, PBLLeasing and Manager waive all rights of subrogation against each other, and against the architect, construction manager, contractors and subcontractors retained for the applicable project, to the extent of all losses or damages caused by fire or other casualties that are covered by the Builder's Risk Coverage, except to the extent of rights they may have to the proceeds of such insurance. The parties to this Agreement shall, as appropriate, require similar waivers of subrogation from their respective contractors, subcontractors and design professionals. Such waiver of subrogation shall be effective as to a person or entity (A) even though that person or entity would otherwise have a duty of indemnification, contractually or otherwise, (B) even though that person or entity did not pay for the Builder's Risk Coverage, directly or indirectly, or (C) whether or not the person or entity had an insurable interest in the damaged property. A loss payable under the Builder's Risk Coverage shall be adjusted by CIB and made payable to CIB for the insureds, as their interests may appear. CIB shall pay the insureds their just share of insurance proceeds received by CIB under the Builder's Risk Coverage.

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

(iv) Manager, PBLLC and/or PBLLeasing shall keep (or cause to be kept) the Operator's Portion of the FF&E Package and the Video/Sound System insured against loss caused by Casualties for an amount not less than the full replacement cost thereof, with a deductible of not more than Two Hundred Fifty Thousand Dollars (\$250,000); provided, however the maximum amount of such deductible may be increased based upon changes in the insurance market if mutually agreed upon by Manager and CIB.

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

(vi) Manager or PBLLC shall keep (or cause to be kept), in the name of Manager, PBLLC and PBLLeasing, a policy of commercial general liability insurance against claims resulting from personal injury and bodily injury to, or death of, persons, and damage to, or loss of, property, in, on or about the Fieldhouse Complex and the Parking Facilities (other than during NBA and WNBA events as covered by the NBA/WNBA Leaguewide Insurance Program), in any way resulting from or arising out of the actions of Manager, PBLLC, PBLLeasing or their respective agents, employees, contractors or licensees with respect to maintenance, repair, use, occupancy, possession or operation of the Fieldhouse Complex and the Parking Facilities (other than during NBA and WNBA events as covered by the NBA/WNBA Leaguewide Insurance Program). Such insurance shall (A) contain contractual liability insurance covering Manager's, PBLLC's and PBLLeasing's obligations under this Agreement and related coverages, (B) be in an amount not less than One Hundred Fifty Million Dollars (\$150,000,000) per occurrence and aggregate through a combination of primary, umbrella and excess coverages, (C) contain customary liquor liability coverage in an amount not less than Ten Million Dollars (\$10,000,000), which liquor liability coverage shall be written as excess

coverage over the primary insurance required to be carried by Manager's or PBLLC's vendors pursuant to Section 8(a)(v) hereof, and (D) shall not have a deductible or self-insured retention of more than Five Hundred Thousand Dollars (\$500,000); provided, however the maximum amount of such deductible or self-insured retention may be increased based upon changes in the insurance market if mutually agreed upon by Manager and CIB.

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

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

(ix) With respect to each repair, replacement or improvement project relating to the Fieldhouse Complex, including Scheduled Capital Repairs and Replacements undertaken pursuant to Section 7(a) hereof, Refresh Improvements undertaken pursuant to Section 7(g) hereof and Technology Improvements Work undertaken pursuant to Section 7(j) hereof, CIB shall cause the following entities retained for such projects to procure and maintain the insurance coverages and limits as set forth below:

**Architect**

- **Workers Compensation** Statutory Requirement
- **Employers Liability**

Bodily Injury by Accident	\$1,000,000/each accident
Bodily Injury by Disease	\$1,000,000/policy limits
Bodily Injury by Disease	\$1,000,000/each employee

- **Commercial General Liability**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury (with Employment Exclusion Deleted) and Advertising Injury)	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damages to Rented Premises	\$100,000

Coverage provided by the policy shall include contractual coverage for liability assumed by contract. Products/Completed Operations Coverage shall be maintained for three (3) years following substantial completion of the applicable project. The architect shall provide a certificate of insurance (at substantial completion and thereafter as may be periodically requested by CIB or Manager during the 3 year period) showing that this coverage remains in effect.

- **Automobile** – For all owned, non-owned and hired vehicles, as well as uninsured and underinsured vehicles

Combined Single Limit	\$1,000,000
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- **Umbrella/Excess** – Separate Umbrella policy, written in excess of the Commercial General Liability, Employers Liability and Auto policies on a follow form basis.

As part of each project, CIB and Manager shall agree upon the required limits of Umbrella/Excess insurance to be carried by the architect for such project (both general aggregate and each occurrence), based upon consideration of the scope, cost and complexity of the services to be provided by the architect for each project.

- **Professional Liability** – Policy providing coverage for claims arising out of the performance of the architect’s services and caused by any error, omission or negligent act for which the architect is liable.

As part of each project, CIB and Manager shall agree upon the required limits of Professional Liability insurance to be carried by the architect for such project (including both the per claim and aggregate limits) and the maximum permitted deductible or self-insured retention, based upon consideration of the scope, cost and complexity of the services to be provided by the architect for the applicable project.

**Construction Manager and Contractors Retained for each Project**

- **Workers Compensation** Statutory Requirement
- **Employers Liability**
  - Bodily Injury by Accident \$1,000,000/each accident
  - Bodily Injury by Disease \$1,000,000/policy limits
  - Bodily Injury by Disease \$1,000,000/each employee
- **Commercial General Liability**
  - General Aggregate \$2,000,000
  - Products/Completed Operations Aggregate \$2,000,000
  - Personal Injury (with Employment Exclusion Deleted) and Advertising Injury \$1,000,000
  - Each Occurrence Limit \$1,000,000
  - Damages to Rented Premises \$100,000

Coverage provided by the policy shall include contractual coverage for liability assumed by contract. Products/Completed Operations Coverage shall be maintained for three (3) years following substantial completion of the applicable project. The construction manager and the contractors shall each provide a certificate of insurance (at substantial completion and thereafter as may be periodically requested by CIB or Manager during the 3 year period) showing that this coverage remains in effect.
- **Automobile** – For all owned, non-owned and hired vehicles, as well as uninsured and underinsured vehicles
  - Combined Single Limit \$1,000,000



- **Umbrella/Excess** – Separate Umbrella policy, written in excess of the Commercial General Liability, Employers Liability and Auto policies on a follow form basis.

As part of each project, CIB and Manager shall agree upon the required limits of Umbrella/Excess insurance to be carried by the construction manager and also by the contractors for such project (both general aggregate and each occurrence), based upon consideration of the scope, cost and complexity of the services and/or work to be separately performed by the construction manager and by the contractors for each project.

- **Professional Liability** – To be carried by the construction manager and if a contractor is providing some portion of its work on a design-build or delegated design basis, to also be carried by such contractor.

Such insurance, when required, shall provide coverage for claims arising out of the performance of professional services and caused by any error, omission or negligent act.

As part of each project, CIB and Manager shall agree upon the required limits of Professional Liability insurance to be carried by the construction manager and by the contractors, if applicable, for such project (including both per claim and aggregate) and the maximum permitted deductible or self-insured retention, based upon consideration of the scope, cost and complexity of the services and/or work to be provided by the construction manager and by the contractors, if applicable, for such project.

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

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

(xii) If a party fails to procure and maintain (or fails to cause to be procured and maintained) insurance as required by this Section 8, another party may (A) procure and maintain (or cause to be procured and

maintained) the insurance and (B) recover from such failing party the cost thereof, together with interest at an annual rate of eighteen percent (18%).

(xiii) Each party waives for itself and its respective insurers, any and every claim which arises, or may arise, during the Term for any and all damage to, or loss of, any of its property located within or upon, or constituting a part, of the Fieldhouse Complex or the Parking Facilities, to the extent coverage is provided by the types of insurance policies required under this Section 8.

(xiv) The insurance policies required under this Section 8 to be maintained by (or caused to be maintained by) CIB shall designate the following parties as additional insureds (to the extent not named insureds): CIB (as to insurance procured by Parking Managers, architects, construction managers and contractors), MCCRFA, Manager, PBLLC, PBLLeasing and their respective parents, subsidiaries, affiliates and related entities as well as each of the aforementioned parties' respective Sponsors, lenders, officials, directors, officers, partners, members, managers, shareholders, owners, employees, agents and successors and assigns, together with any other parties reasonably requested by Manager. The insurance policies required under Sections 8(a)(v) and 8(a)(vi) hereof to be maintained by (or caused to be maintained by) PBLLC or Manager shall designate CIB and MCCRFA as additional insureds.

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

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

(xvii) After January 1, 2029 and January 1, 2039, CIB and Manager shall reevaluate the coverage amounts stated in this Section 8(a) and shall increase the same as necessary pursuant to Generally Accepted Industry Practices.

(b) Manager Indemnity of CIB Indemnified Parties. Manager agrees to indemnify, defend and hold harmless the CIB Indemnified Parties from and against any and all losses, costs, damages, expenses, actions, causes of action, demands and claims of any nature whatsoever (including reasonable attorneys' fees) in any way arising out of, or related to (i) Manager's or PBLLC's maintenance, repair, use, occupancy, possession and operation of the Fieldhouse Complex and/or the undertaking of Fieldhouse Events, whether performed by Manager or its

agents, employees, contractors or licensees, except to the extent arising out of, or related to, construction of the Expansion Project (unless caused by a breach by Manager or PBLLC hereunder or under any contract to which it is a party related to the Expansion Project), (ii) any use, occupancy or possession of the Reserved Parking Spaces by Manager, PBLLC, or any party by, through or under Manager or PBLLC, (iii) Manager's or PBLLC's failure to fulfill any duty or obligation hereunder or under the Parking Agreement, or (iv) Manager's or PBLLC's breach of any representations, warranties or covenants contained in this Agreement. However, the obligations of Manager under this Section 8(b) shall be limited to the extent ISC, Visit Indy or any other user, occupant, licensee, concessionaire or lessee of the Fieldhouse Complex indemnifies CIB Indemnified Parties in a manner similar to the preceding indemnity with respect to such use, occupancy, license, concession or lease and names CIB as an additional insured under a commercial general liability insurance policy in an amount not less than Fifty Million Dollars (\$50,000,000) and otherwise complies with the terms of Section 8(a) hereof as to companies and certificates respecting such liability insurance.

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

## SECTION 9. TAXES.

(a) Real and Personal Property Taxes. Because title to the Fieldhouse Complex, the Virginia Avenue Parking Garage and the fixtures, equipment and other personal property and improvements owned by CIB is and shall remain in CIB, and because of the Municipal Purposes served by the operation of the Fieldhouse, it is expected that there will be no real or personal property taxes imposed with respect to the Fieldhouse Complex, the Virginia Avenue Parking Garage or such fixtures, equipment and other personal property and improvements owned by CIB. If any real or personal property taxes, or special or other assessments, are imposed during the Term

against the Fieldhouse Complex or this Agreement, Manager's interest in any of the foregoing or in such fixtures, equipment and other personal property as are used in connection with the Fieldhouse Complex, then CIB shall be responsible for the payment of such taxes, with the exception of the Operator's Portion of the FF&E Package; provided that, notwithstanding the foregoing, during the Term, Manager shall be responsible for the payment of all personal property taxes relating to all other trade fixtures, equipment and personal property located in the Fieldhouse Complex, any improvements to the Fieldhouse Complex made by Manager and the Operator's Portion of the FF&E Package; and, provided further, that Manager shall be responsible for any real estate taxes that may be assessed against the leasehold interests of any of Manager's tenants in the Fieldhouse Complex. In no event shall Manager be responsible for any real estate or personal property taxes assessed against any leasehold interest or other interest relating to the right of Manager or others claiming by or through Manager to occupy a portion of the Fieldhouse or use the Owner's Portion of the FF&E Package.

(b) Discriminatory Taxes. CIB shall reimburse Manager and PBLLC for the amount of Discriminatory Taxes incurred by Manager or PBLLC, which reimbursement shall be made by CIB no later than the 15th of the month following the month in which CIB is in receipt of an invoice therefor from Manager, along with reasonable supporting documentation of the payment of such amount, assuming that CIB received such invoice on or prior to the 25th of such month (or if receipt occurs after the 25th of a month, CIB shall pay such amount no later than the 15th of the second following month). For purposes of this Agreement, a Discriminatory Tax shall be deemed to have been incurred by Manager or PBLLC whether such Discriminatory Tax is levied upon Manager, PBLLC, a PBLLC Affiliate or their respective employees, agents, contractors, invitees, patrons, licensees, customers, attendees, spectators, ticket holders, visiting NBA teams (and their employees, agents, contractors and invitees) or press and media personnel to whom Manager or PBLLC has given the right or a license to use or occupy the Fieldhouse Complex (or any portion thereof) in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, "**Discriminatory Taxes**" shall mean any tax, user fee or other monetary obligation, fee, charge or penalty imposed or increased after April 21, 2014 directly or indirectly by CIB, MCCRFA, the County of Marion, Indiana or the City of Indianapolis, Indiana, or any affiliate or related municipal entity of any of the foregoing (except as specifically mandated or required to be so imposed or increased by the State of Indiana or any other state or federal governmental entity), associated with attendance or participation of any entity or person at any event at the Fieldhouse Complex, the licensing of any Fieldhouse suite, or the income derived by Manager, PBLLC or their employees as a result of Home Basketball Games being played at the Fieldhouse, which tax, user fee or other mandatory obligation, fee, charge or penalty is not imposed in a proportionate and comparable manner upon those entities or persons attending or participating in events in all venues owned, controlled or operated, directly or indirectly, by CIB, MCCRFA, the County of Marion, Indiana or the City of Indianapolis, Indiana, or any affiliate or related municipal entity of any of the foregoing, and seating more than five thousand (5,000) persons, including Lucas Oil Stadium and Victory Field and any other venue in which professional basketball, baseball, football, hockey, soccer or any other professional sport is then played, the licensing of suites in such venues, the rental payments made by the tenants of such venues, or the income derived by the tenants of such venues or such tenants' employees.

SECTION 10. EMINENT DOMAIN, DAMAGE AND DESTRUCTION.

(a) Eminent Domain.

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

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

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

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

(b) Destruction or Damage. If the Fieldhouse Complex, or any portion thereof, is destroyed or damaged by fire, casualty or such other cause, and the repair or replacement necessitated by such destruction or damage exceeds the scope of the obligations of Manager under Section 7 hereof to perform repair or replacement then CIB, as soon as reasonably is possible, shall rebuild, repair and restore the Fieldhouse Complex as nearly as possible to the condition which existed immediately prior to such destruction or damage, and, so long as CIB makes available to PBLLC (i) Lucas Oil Stadium for its Home Basketball Games, including the right to use of club

seats (if any), suites, parking in amount and proximity comparable to that available for the Fieldhouse Complex, and the right to receive all revenues for advertising, signage and concessions, or (ii) some other location acceptable to PBLLC on terms acceptable to PBLLC, then this Agreement shall remain in full force and effect, otherwise this Agreement shall terminate and neither PBLLC nor Manager shall be obligated to pay any Liquidated Damages, termination fee or other cost, fee, premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven. Notwithstanding the foregoing, if, for any reason, it takes CIB (or is reasonably projected in writing by the Market Professional(s) to take CIB) longer than fifteen (15) months from the date of the destruction or damage to repair or restore the Fieldhouse Complex, then either Manager or CIB shall have the right to terminate this Agreement by delivering written notice to the other party within thirty (30) days after Manager and CIB are notified in writing by the Market Professional(s) of its decision. In the event of a termination of this Agreement under the terms of the preceding sentence, neither PBLLC nor Manager shall be obligated to pay any Liquidated Damages, termination fee or any other cost, fee, premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven. In no event shall CIB be responsible to repair, restore or replace any damage to or destruction of PBLLC's or Manager's trade fixtures, personal property or equipment. In all events, Manager shall remain responsible to perform any repairs and replacements necessitated by damage or destruction, if the repair or replacement is within the scope of the obligations of Manager under Section 7 hereof to perform repair and replacement. To the extent that Manager is required to repair or replace all or any portion of the Fieldhouse Complex in accordance with this Section 10, (A) Manager shall have access to casualty insurance proceeds necessary to meet such obligations, and (B) CIB shall be obligated to reimburse Manager in the amount of any deductible related to such insurance coverage.

#### SECTION 11. SALE OF PBLLC ASSETS.

(a) Statement of Intent. PBLLC may desire to sell or transfer all or substantially all of the assets of PBLLC (including all of PBLLC's rights in and to its NBA franchise agreement, the Indiana Pacers' name and logo, all Indiana Pacers' coach and player contracts, all broadcasting contracts, all revenue sharing or generating agreements of any nature, and all equipment, trade fixtures, and other personalty used in connection with the operation of the Indiana Pacers and PBLLC's business), whether or not located in or attached to the Fieldhouse Complex (the "**PBLLC Assets**"). CIB, PBLLC and Manager acknowledge and agree that the provisions of this Section 11 shall control any such transaction.

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

(i) a sale or transfer of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets, including a sale or transfer of all of the following assets: PBLLC's NBA franchise; the Indiana Pacers' name and logo; all Indiana Pacers' coach and player contracts; all broadcasting contracts; all revenue sharing or generating agreements of any nature; and substantially all of the equipment, trade fixtures and other personalty used in connection with the operation of the Indiana Pacers (whether or not

located in, or attached to, the Fieldhouse Complex); so long as (A) such sale or transfer and the purchaser or transferee have been approved by the NBA, and (B) the purchaser or transferee assumes all of PBLLC's and Manager's duties and obligations under this Agreement and the Parking Agreement accruing from and after such sale or transfer pursuant to an assumption document reasonably acceptable in form and substance to CIB, which assumption document shall include a release by CIB of the PB Parties from all of their duties and obligations under this Agreement and the Parking Agreement accruing from and after such sale or transfer.

(ii) any other sale or transfer of PBLLC Assets, so long as:

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

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

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

(iii) any sale or transfer of any PBLLC Asset which is outmoded, inefficient, has outlived its useful life or is obsolete with respect to PBLLC's or Manager's business or the operation of the Fieldhouse Complex or such PBLLC Asset has reached its Replacement Threshold.

(iv) any transactions involving player contracts or player trades.

Notwithstanding anything to the contrary herein, (1) any sale or transfer of the assets of Fever Basketball, LLC or the assets associated with the Fort Wayne Mad Ants or any WNBA, NBA G League or other NBA development league team or franchise or any other minor league or 'farm' professional basketball team or franchise or any esports team or franchise shall not be considered to be a disposition of a Substantial Portion of PBLLC's Assets and no restrictions or requirements shall apply to and no consent shall be required in connection with any such sale or transfer, and (2) any sale or transfer of direct or indirect membership or other equity interests in PBLLC shall not be considered to be a disposition of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets and no restrictions or requirements shall apply to and no consent shall be required in connection with any such sale or transfer, it being understood that such sale or transfer shall have no effect on the rights and obligations of the parties hereto, which shall continue.

(c) No Encumbrances. PBLLC shall not encumber or pledge as security the Indiana Pacers' NBA franchise, the Indiana Pacers' name or logo or any Indiana Pacers' coach or player

contracts in any manner that could result in a default by PBLLC under this Section 11 unless PBLLC executes, and causes the lender or other party benefited by such encumbrance or pledge to execute, a Tri-Party Agreement with respect to such encumbered or pledged assets as provided in Section 4(h) hereof.

## SECTION 12. ALTERATIONS AND INSPECTIONS.

(a) Fieldhouse Alterations. Manager shall not have the right to make material additions, improvements, changes and alterations to the Fieldhouse Complex, without the prior written consent of CIB. CIB shall have thirty (30) days after receipt of Manager's written request for approval of additions, improvements, changes and alterations, together with plans and specifications therefore, to approve or deny Manager's request. If CIB fails to respond to Manager's request within such thirty (30) day period, Manager's request shall be deemed approved by CIB. For the purposes of this Section 12, additions, improvements and alterations to the Fieldhouse Complex shall be deemed material to the extent that any such addition, improvement or alteration (i) will cost, in the aggregate, an amount greater than, or equal to the Approved Alteration Amount, (ii) will affect the structural elements or materially alter the exterior appearance of the Fieldhouse Complex, (iii) will materially adversely affect the usability of the Fieldhouse Complex for Fieldhouse Events other than Indiana Pacers games, or (iv) will materially increase or expand CIB's maintenance obligations as set forth in Section 7(a) hereof or the cost or difficulty of satisfying such obligation. With respect to any addition, improvement, change or alteration to the Fieldhouse Complex which is permitted in accordance with this Section 12, CIB shall cooperate with Manager in a reasonable manner (at no cost or expense to CIB) in applying for and obtaining required permits, approvals and covenants. Manager shall (A) indemnify CIB and the CIB Indemnified Parties from and against all actions, causes of action, demands and claims of any nature whatsoever (including reasonable attorneys' fees) for injury to, or death of, persons, or damage to, or loss of, property in any way arising out of any additions, improvements, changes or alterations to the Fieldhouse Complex undertaken by Manager or by a person or entity under contract with Manager, and (B) complete all such additions, improvements, changes or alterations in a good, safe and workmanlike manner, and in compliance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations. Manager shall be responsible for obtaining any and all permits, consents and approvals required prior to commencing any such work on additions, improvements, changes or alterations. Additionally, all contracts for additions, improvements and alterations to the Fieldhouse Complex shall comply with all applicable laws. All work relating to such material additions, improvements or alterations shall be undertaken and completed in accordance with approved plans and specifications. Reasonably promptly after the completion of the alteration, Manager shall provide as-built drawings to CIB showing the alterations. CIB hereby acknowledges that it has consented to the alteration of the Fieldhouse in order to construct that portion of the Delaware Street Tunnel (as defined in the Training Facility Use Agreement) located on the Real Estate in accordance with the Plans (as defined in the Training Facility Use Agreement).

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



SECTION 13. EVENTS OF DEFAULT.

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

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

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

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

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

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

(b) Remedies of CIB.

(i) Upon an Event of Default, CIB shall have the right to offset the amount by which PBLLC or Manager fails to pay against the sums due from CIB to PBLLC or Manager, from time to time, under this Agreement.

(ii) Upon an Event of Default: (A) of the nature described in clauses 13(a)(i), (ii) or (iv) above, CIB shall also have the right, without any further notice or demand whatsoever, to terminate and cancel this Agreement (with the exception of any remedies which are applicable as a result of the event causing such termination); or (B) of the nature described in clauses 13(a)(i), (ii) or (iv) above, CIB shall have the right, without any further notice or demand whatsoever, (1) to perform such acts as are necessary to cure such Event of Default and to recover the reasonable cost of so doing, and/or (2) specifically enforce any of CIB's rights or Manager's or PBLLC's obligations hereunder.

(iii) PBLLC and Manager hereby acknowledge, agree and stipulate that (A) the public economic, civic and social benefits from the Indiana Pacers playing NBA basketball games in the Fieldhouse Complex as required by this Agreement are unique, extraordinary and immeasurable, (B) the subject matter of this Agreement is unique, (C) CIB, the City of Indianapolis, Marion County, State of Indiana and the public at large will suffer immediate, unique and irreparable harm for which there would be no adequate remedy at law in the event that PBLLC or Manager breach their respective obligations under Section 4(b), 4(c), 4(f), 4(h) or 11 hereof, and (D) money damages for any such breach could not adequately compensate CIB. PBLLC and Manager hereby further acknowledge, agree and stipulate that (1) in addition to all other remedies to which CIB may be entitled, CIB shall be entitled to obtain from a court of competent jurisdiction (subject to Section 36 hereof) specific performance and any other temporary, preliminary or permanent injunctive relief for any breach or threatened or imminent breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof, and (2) the administration of a properly-tailored order for such relief under such circumstances would not be impractical. Such court shall determine whether CIB shall be required to post a bond or other security (subject to any applicable exemption pursuant to applicable statute or trial rule, if any) in connection with any request for such temporary, preliminary or permanent injunctive relief. PBLLC and Manager hereby expressly waive the right to assert any claim contrary to any of the acknowledgements and stipulations set forth in the prior two sentences. CIB, PBLLC and Manager hereby agree that Section 32 hereof may not be invoked with respect to any breach or threatened or imminent breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof.

(iv) With regard to the equitable relief provided for in Section 13(b)(iii) hereof, PBLLC and CIB hereby agree as follows (and PBLLC shall not assert or argue otherwise in any action or proceeding):

(A) Significant obligations are being incurred by CIB to make the Fieldhouse and Parking Facilities available for Home Games and any breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof shall constitute irreparable harm to CIB for which monetary damages or other remedies at law will not be an adequate remedy.

(B) CIB is entitled to obtain injunctive relief prohibiting action, directly or indirectly, by PBLLC that causes or could reasonably be expected to cause a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof.

(C) The administration of a properly-tailored order for such relief under such circumstances would not be impractical.

(D) The threatened injury to CIB of a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 outweighs the potential harm to PBLLC of granting specific performance or an injunction for a breach of Section 4(b), 4(c), 4(f), 4(h) or 11.

(E) The public interest would be served by the granting of specific performance or an injunction for a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof.

(F) In any proceeding seeking such relief for a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof, any requirement for CIB to make any further showing of irreparable harm, balance of harm, consideration of the public interest, or inadequacy of money damages as a condition of any such relief sought or granted is hereby waived, and PBLLC shall not assert or argue otherwise or request the same.

(G) PBLLC waives any right it may have to object to or raise any defense to any actual or requested award of the remedy of specific performance or other equitable relief in any action brought by or on behalf of CIB in respect of a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof in accordance herewith, except the defense that there has not, in fact, been a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof or that this Agreement has been terminated in accordance with the terms of this Agreement.

(H) With respect to Section 4(b) hereof, CIB and PBLLC acknowledge and agree that there exists no adequate and complete remedy at law to enforce PBLLC's obligations under Section 4(b) hereof (including damages or liquidated damages), and that equitable relief by way of a decree of specific performance or any other temporary, preliminary, or permanent injunctive relief (such as a prohibitory injunction barring the Indiana Pacers from relocating or playing their Home Games at any location other than the Fieldhouse in breach of this Agreement or a mandatory injunction requiring the Indiana Pacers to play its Home Games at the Fieldhouse in accordance with this Agreement) is the **only** appropriate remedy for the enforcement of a breach of Section 4(b) hereof, notwithstanding the provisions for liquidated damages set forth in this Agreement.

(v) PCLLC and Manager hereby expressly waive the right to assert any claim contrary to any of the acknowledgements and stipulations set forth in Section 13(b)(iii) and Section 13(b)(iv) hereof. PBLLC

understands and acknowledges that, by operation of the foregoing provisions, it is knowingly and intentionally relinquishing or limiting certain important rights and privileges to which it might otherwise be entitled, including the right to object to a grant of specific performance and injunctive relief, and that its relinquishment and limitation thereof is voluntary and fully-informed.

(vi) Consistent with the parties' intent that the equitable relief set forth in Section 13(b)(iii) hereof is the preferred and most adequate relief for a breach of Section 4(b) hereof, CIB hereby covenants that, in the event of a breach of Section 4(b) hereof, or the threat of a breach of Section 4(b) hereof, (A) CIB shall seek equitable relief as provided by Section 13(b)(iii) hereof before attempting to avail itself of the Liquidated Damages provisions set forth in Section 13(b)(vii) hereof (provided that equitable relief is a remedy available and enforceable at the time of such breach of Section 4(b) hereof), and (B) CIB shall only seek to avail itself of the Liquidated Damages provisions set forth in Section 13(b)(vii) hereof if a court of competent jurisdiction determines that the equitable relief described in Section 13(b)(iii) hereof will not be granted. If a court of competent jurisdiction grants CIB equitable relief under Section 13(b)(iii) hereof for a breach or threatened breach of Section 4(b) hereof, CIB agrees that it will not seek any monetary relief, including Liquidated Damages, under any other provision of this Agreement.

(vii) Notwithstanding anything to the contrary herein, in the event that a court of competent jurisdiction determines, in a final and non-appealable order, which shall include for the avoidance of doubt any order made final and non-appealable by PBLLC not appealing such order, that (A) PBLLC has breached its obligations under Section 4(b) hereof, and (B) the equitable relief described in Section 13(b)(iii) hereof will not be granted or is otherwise unavailable to CIB (a "**Final Order**"), then CIB's sole and exclusive right and remedy with respect to such breach shall be limited to terminating this Agreement by notice to PBLLC, whereupon the then remaining Aggregate Advance Amount and outstanding balance of the Operating Loans shall become immediately due and payable and, within forty-five (45) days of such notice, PBLLC shall pay liquidated damages to CIB in the applicable amount set forth on Exhibit M attached hereto (the "**Liquidated Damages**"). CIB and PBLLC acknowledge and agree that in determining the amount of the Liquidated Damages hereunder (1) that they have exercised care to make a reasonable forecast of direct damages under Indiana law that may arise from a breach by PBLLC of its obligations under Section 4(b) hereof; (2) that despite these efforts, it is infeasible, uncertain, difficult, or impossible to estimate, now or after such breach, such damages with precision, including due to the intangible nature of some of such damages and the number of citizens and businesses that rely upon the presence of the Indiana Pacers in the City of Indianapolis; and (3) they have considered (u) the substantial costs that CIB has agreed to incur in

connection with this Agreement, including the renovation of the Fieldhouse, (v) the extraordinary involvement, covenants and expense of the public in securing PBLLC's commitment to cause the Indiana Pacers to play their Home Games at the Fieldhouse during the Term on the terms and conditions set forth herein, (w) the consequent reduction in the value and the limited re-use options for the Fieldhouse and the Parking Facilities arising from the absence of the Indiana Pacers, (x) the loss of taxes attributable to the Indiana Pacers' operations, (y) the substantial economic benefits conferred upon Manager, PBLLC, and PBLeasing by this Agreement, and (z) the detrimental effect of a breach by PBLLC of its obligations under Section 4(b) hereof on CIB, the City of Indianapolis and the State of Indiana, including the loss of (I) intangible civic, social, and quality of life benefits, (II) national and international exposure, and (III) revenues and other direct and indirect economic benefits. CIB and PBLLC agree and acknowledge that any payment of Liquidated Damages is considered a payment of liquidated damages being paid in lieu of performance, and **not** as a penalty being used to secure performance of the Agreement. In the event of a Final Order, then PBLLC, for itself and its PBLLC Affiliates, hereby waives any right, arising hereunder, at law, in equity, or otherwise, to object to, or otherwise challenge the validity, amount, appropriateness, or legitimacy of the Liquidated Damages as the remedy for a breach by PBLLC of its obligations under Section 4(b) hereof, including, but not limited to, any argument that the Liquidated Damages are an unenforceable penalty.

(viii) Notwithstanding anything to the contrary herein, if CIB collects the Liquidated Damages, (A) CIB hereby waives the right to collect, and shall not seek to collect, any additional monetary or other damages from PBLLC or any other PB Party or any PBLLC Affiliate with respect to any claim arising out of or in connection with any breach by PBLLC of its obligations under Section 4(b) hereof (whether arising under this Agreement or the Parking Agreement or any other agreement with PBLLC, any other PB Party or any PBLLC Affiliate to which CIB is a party), and (B) CIB further waives the right to any equitable relief hereunder.

(ix) PBLLC understands and acknowledges that, by operation of the foregoing provisions, it is knowingly and intentionally relinquishing or limiting certain important rights and privileges to which it might otherwise be entitled, including the right to object to a grant of liquidated damages, and that its relinquishment and limitation thereof is voluntary and fully-informed.

(x) The rights and remedies set forth in this Section 13(b), together with CIB's rights and remedies as set forth in the Parking Agreement, shall be the sole remedies of CIB for any Event of Default hereunder.

(xi) PBLLC acknowledges and agrees that the failure of CIB to seek redress for a breach or default of, or to insist upon the strict performance of any provision of this Agreement, including Section 4(b), 4(c), 4(f), 4(h) or 11 hereof, shall not prevent a subsequent act, which would have constituted a breach or default, from having the effect of a breach or default and no delay in the exercise of any remedy hereunder shall constitute a waiver of that remedy.

(xii) Manager and PBLLC shall be responsible to CIB for all costs and expenses incurred by CIB in successfully enforcing its rights or Manager's or PBLLC's obligations hereunder, including reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

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

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

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

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

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

(d) Remedies of PBLLC and Manager. Upon a CIB Default, Manager and PBLLC shall have the right to offset the amount which CIB fails to pay against the sums due from Manager or PBLLC to CIB, from time to time, under this Agreement. Upon a CIB Default under clauses (c)(i), (ii) or (iv) above, Manager and PBLLC shall also have the right, without any further notice or demand whatsoever, to (i) perform such acts as are necessary to cure the CIB Default, (ii) to recover the reasonable costs of so curing, and (iii) specifically enforce any of Manager's or

PBLLC's rights or CIB's obligations hereunder. Upon (A) a CIB Default under clause (c)(i) above for the failure to pay (despite receiving a final appropriation from the appropriate fiscal body of an amount corresponding thereto) any Video/Sound System License Fee, Operating Expense Reimbursement or CIB Operating Expense Item, or (B) the failure of CIB, for a period of forty-five (45) days, to pay the amount of any final, non-appealable judgment rendered against CIB hereunder, PBLLC shall also have the right, at PBLLC's option, to terminate this Agreement on behalf of the PB Parties by written notice to CIB, and upon such termination, any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be deemed to have been forgiven and no Liquidated Damages, termination fee or any other cost, fee, premium or penalty shall be due to CIB. The rights and remedies set forth in this Section 13(d), together with PBLLC's rights and remedies as set forth in the Parking Agreement, shall be the sole remedies for any CIB Default hereunder. CIB acknowledges and agrees that the failure of any PB Party to seek redress for a breach or default of, or to insist upon the strict performance of any provision of this Agreement shall not prevent a subsequent act, which would have constituted a breach or default, from having the effect of a breach or default and no delay in the exercise of any remedy hereunder shall constitute a waiver of that remedy. CIB shall be responsible to Manager and PBLLC for all costs and expenses incurred by Manager or PBLLC in successfully enforcing their rights or CIB's obligations hereunder, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

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

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

(b) Title to Property. Title to the Fieldhouse Complex, including all fixtures, equipment and other personal property or improvements located therein or attached thereto, from time to time, by, at the request of, or as a result of a contract with, CIB or MCCRFA shall be and remain in MCCRFA and leased to CIB under the MCCRFA Lease (or, if CIB has acquired the fee simple interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall be and remain in CIB), including all fixtures, equipment and other personal property or improvements located therein or attached thereto in the satisfaction by CIB of its obligations under this Agreement and the Parking Agreement (including but not limited to the Scheduled Capital Repairs and Replacements and Refresh Improvements and Technology Improvements Work performed (or paid or reimbursed) by CIB. Title to trade fixtures, equipment and other personal property heretofore or hereafter placed in, or attached to, the Fieldhouse Complex by PBLLC's or Manager's tenants, licensees or concessionaires shall be controlled by PBLLC's or Manager's agreement with any such licensee or concessionaire. Such tenants, licensees and concessionaires of PBLLC or Manager shall be permitted to remove their respective fixtures, equipment and other personal property in accordance with their respective agreements with PBLLC or Manager; provided that Manager shall be responsible for all damage and/or injury caused by such removal. Title to trade fixtures, equipment and other personal property heretofore or hereafter placed in, or attached to, the Fieldhouse Complex by PBLLC, Manager or their tenants, licensees, or concessionaires shall not rest in CIB or MCCRFA and may be removed at any time during the Term by Manager, with any resulting damage being Manager's sole obligation; provided that, subject to agreements between PBLLC or Manager and their tenants, licensees and concessionaires, title to any fixture, trade fixture or equipment placed in, or attached to, the Fieldhouse Complex by PBLLC, PBLLeasing or Manager, which is integral or otherwise necessary with respect to the operation of the Fieldhouse Complex and the successful undertaking of Fieldhouse Events (including, but not limited to the Video/Sound System) shall vest in MCCRFA subject to the MCCRFA Lease with CIB (or, if CIB has acquired the fee simple interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall vest in CIB) upon the expiration or earlier termination of this Agreement, and, though title to such fixtures, trade fixtures and equipment shall be vested in PBLLC, PBLLeasing, or Manager during the Term, none of PBLLC, PBLLeasing nor Manager shall have the right during the Term to remove such fixtures, trade fixtures and equipment from the Fieldhouse Complex without the prior written consent of CIB. If Manager does not so remove any trade fixtures, equipment and other personal property or improvements owned by PBLLC or Manager prior to the date that is ninety (90) days after the expiration or earlier termination of the Term, then CIB, upon termination of this Agreement may, at its option, (i) treat any such item as having been abandoned, in which event it shall become the property of MCCRFA subject to the MCCRFA Lease with CIB (or, if CIB has acquired the fee simple interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall become the property of CIB), to be retained or disposed of at CIB's cost in such manner as CIB may deem appropriate or (ii) require Manager to remove any such item.

(c) Disposal of Property. Manager, in its reasonable business judgment and in compliance with all applicable laws, codes, statutes, rules and regulations, may sell or dispose of any portion of the Owner's Portion of FF&E Package or other fixtures, equipment and other personal property or improvements belonging to CIB and used in connection with the operation of the Fieldhouse Complex, that is outmoded, inefficient, has outlived its useful life or is obsolete with respect to the operation of the Fieldhouse Complex, provided that in the case of any item that has material value and can be sold or traded, the proceeds resulting from such sale or trade are



used to acquire additional items in the name of CIB for the operation of the Fieldhouse Complex and that in the case of any item that has no material value or cannot be readily traded or sold, such item may be disposed of as deemed appropriate by Manager, including but not limited to donation to a not-for-profit organization. Manager shall not sell or dispose of any item owned by CIB to PBLLC, a PBLLC Affiliate, a Simon Affiliate or a Simon Family Affiliate in a transaction that yields below a Prevailing Rate Payment. Manager and CIB shall adhere to the following procedure, pursuant to which CIB shall have the right to monitor, tag and trace all aspects of the Owner's Portion of the FF&E Package, and other fixtures, equipment and personal property at the Fieldhouse belonging to CIB:

1. CIB shall have access to the Fieldhouse Complex for the purposes of marking and/or tagging all aspects of the Owner's Portion of the FF&E Package, which access shall be provided between 9:00 a.m. to 5:00 p.m., Monday through Friday upon the request of CIB, provided such process will be performed with Manager's representative(s) and at a time and in a manner so as not materially to interfere with the operation of the Fieldhouse.
2. CIB shall have the right to conduct an annual audit of the Fieldhouse Complex, using CIB employees or other agents reasonably acceptable to Manager in order to confirm that all aspects of the Owner's Portion of the FF&E Package are located within the Fieldhouse Complex, which audit shall be at a mutually agreed upon time and with Manager's representative(s).
3. If, as a result of the annual audit of the Fieldhouse Complex, it is determined that certain aspects of the Owner's Portion of the FF&E Package are not located within the Fieldhouse Complex and such items or aspects were not disposed of by Manager in the manner provided in this Section 14(c), then Manager promptly shall replace such missing or unlocatable items upon the written direction of CIB, which replacement shall be at the expense of Manager to the extent not covered by the insurance required to be carried by CIB under Section 8(a)(i) hereof and Manager shall be responsible for any deductible.
4. Any dispute relating to this procedure, the results of the audit or the responsibility for the replacement of any item shall be subject to the Arbitration Procedure.

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

PBLEasing and Manager and be bound by all of the obligations of CIB under this Agreement and the Parking Agreement.

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

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

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

#### SECTION 16. AUTHORIZATION AND EXECUTION BY PB PARTIES.

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

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

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

SECTION 17. ENVIRONMENTAL MATTERS.

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

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

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

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

SECTION 18. NOTICES.

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

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

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

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

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

With a copy to: Matthew G. DeLaruelle  
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: Kobi M. Wright, Esq.  
Business Operations Director and Senior Staff Counsel  
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: Mary E. Solada, Esq.  
Bingham Greenebaum Doll LLP  
2700 Market Tower  
10 W. Market Street  
Indianapolis, Indiana 46204

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

In the event Manager is notifying CIB with respect to any matter described under Section 7(a) hereof, Manager shall also provide telephone and facsimile notice to Augustus Levensgood (facsimile number: (317) 262-3685 and telephone number: (317) 262-3410). All notices sent in accordance with this Section 18 shall be deemed given and effective on the date delivered if made in person or on the date deposited if sent via overnight courier service.

SECTION 19. PBLLC EXCULPATION.

Notwithstanding anything in this Agreement to the contrary, CIB agrees that, no officer, employee, manager or member in or of PBLLC, PBLLeasing or Manager or of any of their

respective successors or assigns, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against PBLLC, PBLeasing or Manager, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 19 shall relieve any person or entity for liability or damages from fraud.

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

Notwithstanding anything in this Agreement to the contrary, PBLLC, PBLeasing and Manager agree that, no officer, director, manager, board member, agent or employee in or of CIB or of MCCRFA, or of any successor or assign of either of them, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against CIB of MCCRFA, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 20 shall relieve any person or entity for liability or damages from fraud.

#### SECTION 21. COOPERATION.

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

determine in good faith the proper venue for each prospective event and to develop cooperative advertising and solicitation with a view to maximizing the events to be held in the Fieldhouse Complex.

SECTION 22. SUCCESSORS AND ASSIGNS.

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

SECTION 23. TIME IS OF THE ESSENCE.

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

SECTION 24. COOPERATION BETWEEN PARTIES.

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

SECTION 25. INTENTIONALLY DELETED.

SECTION 26. ENTIRE AGREEMENT.

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

SECTION 27. INTENTIONALLY OMITTED.

SECTION 28. GUARANTIES.

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

## SECTION 29. TERMINATION.

(a) Termination Due to Unenforceability. The parties agree that the indemnities and other material obligations of CIB are a fundamental part of the consideration to induce the PB Parties to enter into this Agreement. If (i) CIB fails or refuses to honor any indemnity benefitting a PBLLC Indemnified Party hereunder or under the Parking Agreement and such indemnity is found by a court of competent jurisdiction to be unenforceable against CIB, or (ii) CIB or MCCRFA fail or refuse to fulfill (or cause to be fulfilled) any material obligation or breach any material representation of CIB or MCCRFA under this Agreement or the Parking Agreement and any such obligation or breach of representation is found by a court of competent jurisdiction to be unenforceable against CIB or MCCRFA, Manager, at its option, may, upon written notice to CIB, terminate this Agreement on behalf of the PB Parties without the payment of any Liquidated Damages, termination fee or any other cost, fee, premium or penalty and have forgiven any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans.

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

(c) Termination Due to Failure to Agree Upon Technology Funding. If on or before June 30, 2036, CIB, MCCRFA and the PB Parties have not executed an amendment to this Agreement regarding the definition of 'Technology Improvements' and the amount of 'Technology Improvement' expenditures to be made at the cost of CIB for the remaining Term after June 30, 2036, Manager, at its option, may, upon written notice to CIB, terminate this Agreement on behalf of the PB Parties without the payment of any Liquidated Damages, termination fee or any other cost, fee, premium or penalty other than the Technology Termination Fee and have forgiven any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans. The effective date of a termination pursuant to this Section 29(c) shall be the later to occur of (1) June 30, 2037, or (2) thirty (30) days after the end of the NBA Season ending in the year 2037. Manager or PBLLC shall pay the Technology Termination Fee to CIB by wire transfer on or before the effective date of such termination.

(d) Intentionally Omitted.

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

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

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

#### SECTION 30. FORCE MAJEURE.

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

#### SECTION 31. CONSTRUCTION MATTERS.

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

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



SECTION 32. ALTERNATIVE DISPUTE RESOLUTION.

(a) Operations Review Committee. Subject to the terms of this Section 32(a), a committee comprised of three (3) individuals consisting of a representative of CIB (that does not have a conflict of interest adverse to Manager, PBLLC or any PBLLC Affiliate), a representative of Manager (that does not have a conflict of interest adverse to CIB and/or MCCRFA) and an arena operations expert jointly selected by CIB and Manager (the "**Operations Review Committee**") may decide disputes between the parties under this Agreement arising out of any of the following:

(i) the selection of a replacement venue for purposes of the definition of Generally Accepted Industry Practices as provided therein;

(ii) whether a particular maintenance, repair or replacement obligation of any item that is not a Technology Improvement is that of CIB or Manager pursuant to Section 7(a) or 7(b) to the extent the costs of such maintenance, repair or replacement are or would be less than Five Hundred Thousand Dollars (\$500,000) on an annual basis;

(iii) whether an item that is not a Technology Improvement has reached its Replacement Threshold, the replacement of which will cost less than Five Hundred Thousand Dollars (\$500,000); or

(iv) whether a particular standard or practice is a Generally Accepted Industry Standard to the extent such Generally Accepted Industry Standard does not relate to a Technology Improvement and the costs of implementing such standard or practice with respect to the Fieldhouse Complex are or would be less than Five Hundred Thousand Dollars (\$500,000) on an annual basis.

If a dispute exists that is subject to determination by the Operations Review Committee, either Manager or CIB may give notice to a Senior Management Representative of the other party of its intent to submit the dispute to the Operations Review Committee. The parties agree to use good faith efforts to try to schedule, as soon as possible following such notice, a meeting between their respective appropriate representatives to attempt to resolve such dispute. If such dispute is not resolved within ten (10) Business Days following such notice, the party that gave notice of its intent to submit the dispute to the Operations Review Committee may formally submit the dispute to the Operations Review Committee by giving notice to the other party (a "**Submission Notice**" for purposes of this Section 32(a)) at any time after the expiration of such ten (10) Business Day period. Both Manager and CIB shall have the right to submit, by giving a Submission Notice, up to two (2) disputes each (not including any disputes regarding Section 32(a)(i)) to the Operations Review Committee in any calendar year and once a party has utilized its two (2) submissions by giving two (2) Submission Notices (other than Submission Notices regarding a Section 32(a)(i)) in any calendar year, such party may not submit any additional disputes (other than a dispute regarding Section 32(a)(i)) to the Operations Review Committee for the remainder of such calendar year (any such additional dispute, to the extent not submitted to the Operations Review Committee by the other party that has not reached such annual submission limit, to be resolved by other means, including without limitation, subject to Section 32(c), by the Arbitration Procedure,

and subject to Section 36, by a court of competent jurisdiction). The costs of each party's representative shall be borne by such party. The costs of the third member shall be shared equally by the parties. The parties hereby agree that, upon submission of a dispute to the Operations Review Committee, they shall jointly request Terry Savarise to serve as the third member of the Operations Review Committee for such dispute. If Terry Savarise declines or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall request Allen Johnson to serve as the third member. If Allen Johnson declines to serve or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall cooperate in good faith to jointly select a third member as soon as possible. The affirmative vote of two (2) members of the Operations Review Committee shall be required to resolve any dispute to be decided by the Operations Review Committee. Manager and CIB shall be entitled to present information or materials to the Operations Review Committee before or during a meeting set to resolve an issue. The parties shall submit materials and schedule a meeting to resolve the dispute within ten (10) Business Days after the selection of the third member of the Operations Review Committee and the Operations Review Committee shall vote to resolve the dispute within thirty (30) days after the selection of the third member of the Operations Review Committee. The decision of the Operations Review Committee as to any matter to be determined by the Operations Review Committee under the terms of this Agreement shall be final and shall have the effect of a final, non-appealable judgment for all purposes hereunder.

(b) Technology Review Committee. Subject to the terms of this Section 32(b), a committee comprised of three (3) individuals consisting of a representative of CIB (that does not have a conflict of interest adverse to Manager, PBLLC or any PBLLC Affiliate), a representative of Manager (that does not have a conflict of interest adverse to CIB and/or MCCRFA) and an arena technology expert jointly selected by CIB and Manager (the "**Technology Review Committee**") may decide disputes between the parties under this Agreement arising out of any of the following:

- (i) whether an item that is a Technology Improvement has reached its Replacement Threshold, the replacement of which will cost less than Five Hundred Thousand Dollars (\$500,000);
- (ii) whether an item is a Technology Improvement;
- (iii) the failure of the parties to mutually agree upon a schedule to complete Technology Improvement Work; or
- (iv) whether a particular standard or practice is a Generally Accepted Industry Standard to the extent such Generally Accepted Industry Standard relates to a Technology Improvement and the costs of implementing such standard or practice with respect to the Fieldhouse Complex are or would be less than Five Hundred Thousand Dollars (\$500,000) on an annual basis.

If a dispute exists that is subject to determination by the Technology Review Committee, either Manager or CIB may give notice to a Senior Management Representative of the other party of its intent to submit the dispute to the Technology Review Committee. The parties agree to use

good faith efforts to try to schedule, as soon as possible following such notice, a meeting between their respective appropriate representatives to attempt to resolve such dispute. If such dispute is not resolved within ten (10) Business Days following such notice, the party that gave notice of its intent to submit the dispute to the Technology Review Committee may formally submit the dispute to the Technology Review Committee by giving notice to the other party (a "**Submission Notice**" for purposes of this Section 32(b)) at any time after the expiration of such ten (10) Business Day period. After the Technology Review Committee has decided disputes under Section 32(b)(i) and 32(b)(iv) for replacements and implementing standards and practices costing in excess of Five Million Dollars (\$5,000,000) in the aggregate over the Term (the cost of implementing a standard or practice for such purpose being determined on an annual basis), either Manager or CIB shall have the right reject a Submission Notice within (10) Business Days after receipt of such Submission Notice by issuing an arbitration request pursuant to Section 32(c) or filing a proceeding in a court of competent jurisdiction pursuant to Section 36 within such ten (10) Business Day period. The costs of each party's representative shall be borne by such party. The costs of the third member shall be shared equally by the parties. The parties hereby agree that, upon submission of a dispute to the Technology Review Committee, they shall jointly request Jack Wrightson to serve as the third member of the Technology Review Committee for such dispute. If Jack Wrightson declines or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall request Scott Dorsey to serve as the third member. If Scott Dorsey declines to serve or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall cooperate in good faith to jointly select a third member as soon as possible. The affirmative vote of two (2) members of the Technology Review Committee shall be required to resolve any dispute to be decided by the Technology Review Committee. Manager and CIB shall be entitled to present information or materials to the Technology Review Committee before or during a meeting set to resolve an issue. The parties shall submit materials and schedule a meeting to resolve the dispute within ten (10) Business Days after the selection of the third member of the Technology Review Committee and the Technology Review Committee shall vote to resolve the dispute within thirty (30) days after the selection of the third member of the Technology Review Committee. The decision of the Technology Review Committee as to any matter to be determined by the Technology Review Committee under the terms of this Agreement shall be final and shall have the effect of a final, non-appealable judgment for all purposes hereunder.

(c) Arbitration Procedure. Except with respect to any breach or threatened or imminent breach of Sections 4(b), 4(c), 4(f), 4(h) or 11 hereof or any dispute decided by a Review Committee that is not subject to challenge, in the event that CIB and/or MCCRFA, on one hand, and a PB Party, on the other hand, have a dispute as to any matter relating to this Agreement or the Parking Agreement, either party may request that the matter be resolved by arbitration under the auspices of the American Arbitration Association ("**AAA**") and otherwise as set forth herein ("**Arbitration Procedure**"). In such event, the AAA shall provide the parties with a panel of potential Arbitrators consisting of at least seven (7) persons who are independent of the parties and who have experience in connection with disputes involving arena or stadium facilities. The party not seeking arbitration shall have the first opportunity to strike and the parties shall strike alternately until a single Arbitrator remains. If the Arbitrator selected cannot serve, the AAA shall provide another panel and the same striking procedure shall be utilized. The Arbitrator shall be requested to set a hearing as soon as possible in Indianapolis. The AAA's Commercial Arbitration Rules shall apply, except that discovery shall be available under the Federal Rules of Civil Procedure for the Southern

District of Indiana. The parties shall share equally in the cost of arbitration, provided that the Arbitrator may award arbitrator's fees and attorneys' fees to either party as the Arbitrator deems appropriate. The scope of the Arbitrator's award shall be limited as expressly set forth elsewhere herein or, if not limited elsewhere, shall be limited to the matter in dispute and to counterclaims relating directly to the dispute. The Arbitrator shall be instructed to use best efforts to make a decision within twenty (20) days of the date of hearing, but otherwise as soon as possible. Either party may appeal a decision of the Arbitrator for a mistake of law or fact unless the matter in dispute is less than Fifty Thousand Dollars (\$50,000.00). The Arbitrator shall, at the request of either party, include in the award findings of fact and conclusions of law of the type which would be required under Rule 52 of the Federal Rules of Civil Procedure. The Arbitrator shall not be empowered to award equitable relief or damages (other than as expressly stated with respect to arbitrator's fees and attorneys' fees). Until the parties resort to litigation as allowed hereunder, the parties shall keep the dispute and the arbitration private and confidential to the extent reasonably practicable and allowable by law.

(d) Expansion Project. Notwithstanding anything to the contrary herein, (i) if either CIB or Manager determines at any time that the total Expansion Project Budget will be exceeded, the parties will confer to resolve the issue pursuant to a mutual agreement, and (ii) any such issue shall not be subject to Procedures 19 or 20 of Exhibit J or this Section 32.

SECTION 33. TERMINATION OF EARLY OCCUPANCY AGREEMENT.

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

SECTION 34. INTENTIONALLY OMITTED.

SECTION 35. CONFIDENTIALITY; PUBLIC STATEMENTS. Subject to applicable law, CIB shall not disclose any proprietary and confidential information of any PB Party, Fever Basketball, LLC or any other PBLLC Affiliate. Prior to releasing any public statements regarding the execution of this Agreement, CIB and PBLLC shall mutually agree upon the content of any such statement.

SECTION 36. CHOICE OF LAW; VENUE; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without reference to any choice of law principles or rules. Subject to Section 32 hereof, the parties hereby consent to the personal jurisdiction of the state and federal courts sitting in the State of Indiana for purposes of any dispute arising in connection with this Agreement or the Parking Agreement, provided that any party shall have the absolute right to change the venue of any proceeding filed in a court of the State of Indiana located in Marion County to an alternate venue, in accordance with the following procedure. Upon any party giving the opposing party notice of the exercise of its right to change the venue of the proceeding, the involved parties shall have three (3) days within which to mutually agree upon the county to which venue shall be changed. If no such agreement is reached within such three (3) day period, the parties shall within the next fourteen (14) days alternatively strike off the names of the following counties: Allen, Boone, Hamilton, Hendricks, Hancock, Johnson, Morgan, Monroe, Shelby, Tippecanoe and Vanderburgh Counties of the State of Indiana. The party which exercised the right to change the

venue shall strike first, and the action shall be sent to the county remaining not stricken under such procedure. The parties hereby waive any right they may have to assert the doctrine of *forum non conveniens* or to otherwise object to venue or a motion to change venue permitted by this Section 36. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PARKING AGREEMENT.

SECTION 37. SUBJECT TO NBA RULES. This Agreement is subject to the NBA Rules and approval by the NBA. If there is a conflict between the provisions of this Agreement and the NBA Rules in effect at any time during the Term, the NBA Rules shall govern and control. Notwithstanding the foregoing, this Agreement shall not be subject to, or be deemed modified by, any of the NBA Rules that have the result of: (i) modifying the Term; (ii) terminating or modifying PBLLC's obligations under Section 4(b) with respect to Home Basketball Games (for the avoidance of doubt, however, such obligations shall be subject to and may be modified by the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA as provided in Section 4(b)); (iii) increasing the \$50,000 cap per NBA Season on CIB's obligations under the last paragraph of Section 7(a); (iv) intentionally omitted; (v) terminating or modifying the rights and obligations of the parties under Section 28; (vi) intentionally omitted; (vii) terminating or modifying any requirement of Manager herein to repay the Aggregate Advance Amount and/or the Operating Loans; (viii) terminating or modifying the remedies of any party as set forth in Section 13(b) or Section 13(d) with respect to any Event of Default under Sections 4(b) or 28; or (ix) giving Manager or PBLLC the right to terminate this Agreement for reasons not set forth herein or creating remedies in favor of Manager or PBLLC not set forth herein. Manager agrees to use reasonable efforts, upon CIB's request, including seeking waivers, deferrals or relief from the NBA, but not including the expenditure of money, to minimize any losses incurred by CIB and any additional costs necessary for CIB to satisfy its obligations under this Agreement, all as a result of the promulgation or modification of the NBA Rules after the Execution Date. Manager and PBLLC hereby represent to CIB that, to Manager's and PBLLC's Actual Knowledge, there is no material conflict between the provisions of this Agreement and the NBA Rules in effect on the Execution Date. If Manager and/or PBLLC gain Actual Knowledge of any such material conflict as a result of the promulgation or modification of the NBA Rules after the Execution Date, Manager and/or PBLLC shall give prompt notice of such conflict to CIB, which notice shall be accompanied by the text of the modification or supplement or, if Manager and/or PBLLC is/are precluded by the NBA from disclosing such text, a summary thereof.

SECTION 38. CONTINGENCIES. If the Contingency Satisfaction Date has not occurred on or before August 1, 2019, (i) this Agreement shall be deemed null and void and the Existing Operating Agreement (as modified to delete Sections 29(c) and 29(d) thereof, to replace Section 4(h) thereof with Section 4(h) hereof and to replace Section 11 thereof with Section 11 hereof) and that certain letter agreement between CIB and PBLLC dated February 21, 2018 (as amended) shall continue in full force and effect in accordance with the terms thereof, (ii) the parties shall execute an amendment to the Existing Operating Agreement (deleting Sections 29(c) and 29(d) thereof, replacing Section 4(h) thereof with Section 4(h) hereof and replacing Section 11 thereof with Section 11 hereof), (iii) Manager shall reimburse CIB \$1,013,687.79 to true up the Operating Expense Reimbursement made hereunder on July 1, 2019 and the Operating Expense Reimbursement that would have been made under the Existing Operating Agreement on July 1,

2019, and (iv) CIB shall reimburse Manager for any repairs or replacements of Technology Improvements paid for by Manager from the Effective Date to August 1, 2019 that would have been the responsibility of CIB under the Existing Operating Agreement. Additionally, the parties acknowledge that this Agreement is subject to approval by the NBA and shall not be deemed effective until such approval has been obtained. Promptly following the Execution Date, PBLLC shall submit a request to the NBA for such approval and shall diligently pursue such approval. Upon receipt of approval by the NBA, PBLLC shall promptly provide CIB notice thereof along with a copy of such approval (the "**NBA Approval Notification**"). If approval by the NBA is not obtained on or before the Effective Date, this Agreement shall be deemed null and void and the Existing Operating Agreement shall continue in full force and effect in accordance with the terms thereof.

SECTION 39. TRAINING CENTER. The parties acknowledge that CIB and Pacers Training Center, Inc., a PBLLC Affiliate, have entered into that certain Training Facility Use Agreement, dated as of December 14, 2015 (as amended by that certain Confirmation as to Variance Acceptance/Indemnification, dated May 3, 2017, as further amended by that certain First Amendment to Training Facility Use Agreement, dated as of July 1, 2017, and as may be further amended from time to time, the "**Training Facility Use Agreement**"). After termination of the Training Facility Use Agreement, if the Elevated Lot is restored to a surface parking lot in accordance with the terms and conditions of the Training Facility Use Agreement, this Agreement shall automatically be deemed to be modified as follows: (i) references to the Elevated Lot shall be restored as set forth in the Amended and Restated Operating Agreement other than the references in Section 7(g) (i.e. references to the Elevated Lot shall be added in Section 8(a)(i) hereof and in the definition of Parking Facilities in Exhibit A attached hereto); and (ii) the definition of "Staff Parking Spaces" from the Amended and Restated Operating Agreement shall be inserted into Exhibit A attached hereto and references to the "Staff Parking Spaces" shall be restored as set forth in the Amended and Restated Operating Agreement (i.e. the entire second sentence of Section 1(b) of the Amended and Restated Operating Agreement shall be inserted as the second sentence of Section 1(b) hereof and references to the "Staff Parking Spaces" shall be added in Sections 1(b), 7(a), 8(a)(vii) and 8(c) hereof). Notwithstanding anything to the contrary herein, (A) Refresh Improvements and Technology Improvements Work may include improvements, fixtures and equipment that may be partially located within the training center project constructed pursuant to the Training Facility Use Agreement (the "**Training Center**") so long as such improvements, fixtures and equipment are part of a unified system shared by the Fieldhouse and the Training Center (e.g. telecommunications, information technology and data systems), and (B) nothing herein shall prohibit the use by or for the benefit of the Training Center of any improvements, fixtures and equipment located in the Fieldhouse Complex (e.g. telecommunications, information technology and data systems).

SECTION 40. BOND FINANCING. If, despite CIB's best efforts, CIB has been unable to complete a financing in an amount sufficient to fund the Annual Refresh Budget to be made available on January 1, 2020 (\$103,800,000) by January 15, 2020 due to unavailability, beyond its control, of bond markets for transactions of such size, the same shall not be a CIB Default hereunder, but in such event, CIB shall elect either of the following by notice to Manager on or before January 17, 2020:

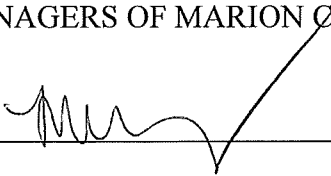
(a) to promptly make a 'make-whole' payment to PBLLC for all costs and expenses incurred by it and the PBLLC Affiliates in connection with acquisition of land to be incorporated into the Fieldhouse Complex pursuant to clause (d) of the definition thereof (in an amount not to exceed \$38,000,000) and promptly reimburse Manager for any repairs or replacements of Technology Improvements paid for by Manager from the Effective Date to the date of such notice that would have been the responsibility of CIB under the Existing Operating Agreement (subject to offset for the amount to be reimbursed by Manager pursuant to clause (5) below) and upon such payment and reimbursement: (1) PBLLC shall cause any PBLLC Affiliate owning any such land to convey the same to CIB by limited warranty deed, subject to all matters of record, at no cost to CIB; (2) this Agreement shall be null and void and the Existing Operating Agreement (as modified to delete Sections 29(c) and 29(d) thereof, to replace Section 4(h) thereof with Section 4(h) hereof and to replace Section 11 thereof with Section 11 hereof) shall continue in full force and effect in accordance with the terms thereof; (3) the parties shall execute an amendment to the Existing Operating Agreement (deleting Sections 29(c) and 29(d) thereof, replacing Section 4(h) thereof with Section 4(h) hereof and replacing Section 11 thereof with Section 11 hereof); and (5) to the extent not offset as provided above, Manager shall reimburse CIB \$1,013,687.79 to true up the Operating Expense Reimbursement made hereunder on July 1, 2019 and the Operating Expense Reimbursement that would have been made under the Existing Operating Agreement on July 1, 2019; or

(b) to keep this Agreement in full force and effect, but delay the funding of each Annual Refresh Budget tranche as set forth on Exhibit I by up to one (1) year in coordination with Manager as to timing so as to not interfere with contemplated Fieldhouse Events, in which event: (1) CIB shall be solely responsible for any and all increased costs of the Expansion Project arising out of or in connection with such delay, including without limitation increases in costs of materials and labor; (2) each Annual Refresh Budget, the Aggregate Refresh Budget and the total Expansion Project Budget set forth in Exhibit J shall be increased accordingly; and (3) Schedule 3 shall be adjusted accordingly.

[SIGNATURE PAGES FOLLOW]

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

THE CAPITAL IMPROVEMENT BOARD OF  
MANAGERS OF MARION COUNTY, INDIANA

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

Printed: Melina Kennedy \_\_\_\_\_

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

MARION COUNTY CONVENTION AND  
RECREATIONAL FACILITIES AUTHORITY

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

Printed: Cheryl Sullivan \_\_\_\_\_

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

PACERS BASKETBALL, LLC

By: \_\_\_\_\_  
Herbert Simon, Manager

PBLEASING, LLC

By: \_\_\_\_\_  
Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By: \_\_\_\_\_  
Herbert Simon, Manager



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

THE CAPITAL IMPROVEMENT BOARD OF  
MANAGERS OF MARION COUNTY, INDIANA

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

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

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

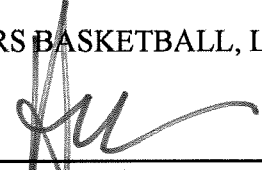
MARION COUNTY CONVENTION AND  
RECREATIONAL FACILITIES AUTHORITY

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

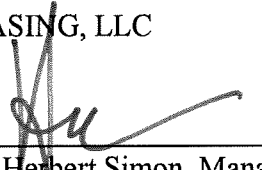
Printed: \_\_\_\_\_

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


PACERS BASKETBALL, LLC

By:  \_\_\_\_\_  
Herbert Simon, Manager

PBLEASING, LLC

By:  \_\_\_\_\_  
Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By:  \_\_\_\_\_  
Herbert Simon, Manager

The Herbert Simon Trust hereby joins in the execution of this Agreement for the sole purpose of acknowledging that it has no objection to this Agreement and is no longer a party to this Agreement.

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

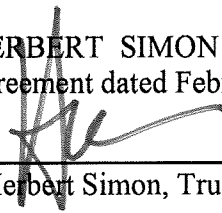
By:  \_\_\_\_\_  
Herbert Simon, Trustee

EXHIBIT A

Defined Terms

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

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

"ADA" means the Americans with Disabilities Act.

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

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

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

"Aggregate Technology Budget" shall have the meaning set forth in Section 7(j).

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

"Amended and Restated Operating Agreement" shall have the meaning set forth in the Recitals.

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

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

"Annual Technology Budget" shall have the meaning set forth in Section 7(j).

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

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

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

"Architect" shall have the meaning set forth in Exhibit J.

"Builder's Risk Coverage" shall have the meaning set forth in Section 8(a)(ii).

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

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

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

"Championship Events" means championship level events with significant benefit to the City of Indianapolis, such as, but not limited to, the World Basketball Championships, post season Big Ten basketball tournaments, World Gymnastics Championships and NCAA basketball tournaments.

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

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

"CIB Affiliate" means:

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

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

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

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

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

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

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

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

"Commencement Date" shall have the meaning set forth in Section 2.

"Construction Manager" means Huber, Hunt & Nichols/Smoot, a joint venture, as to the portion of the Fieldhouse Complex constructed pursuant to the CIB Construction Plans; the entities identified from time to time by CIB as to the Affiliated Projects; and Shiel Sexton Company, Inc. as to the Expansion Project.

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

"Contingency Satisfaction Date" means the date that all of the following are satisfied: (i) CIB and PBLLC have mutually determined in good faith that certain executive and legislative action has occurred that the parties anticipate will allow CIB to fund its obligations for the foreseeable future, including its obligations hereunder; and (ii) CIB provides to PBLLC written confirmation that, subject to Section 40 hereof, anticipated cash, legislative changes and contemplated borrowings will be sufficient to yield \$295,000,000 of the Aggregate Refresh Budget on the schedule set forth on Exhibit I.

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

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

"Effective Date" shall have the meaning set forth in the Preamble.

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

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

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

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

Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.); (iv) the federal Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); or (v) Title 13 of the Indiana Code.

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

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

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

"Expansion Project" shall have the meaning set forth in Exhibit J.

"Expansion Project Budget" shall have the meaning set forth in Exhibit J.

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

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

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

"Fieldhouse" means the multi-sports and events arena constructed by CIB as part of the Fieldhouse Complex and currently known as Bankers Life Fieldhouse, including without limitation all enclosed areas physically connected thereto (e.g. enclosed entry pavilions and mezzanine areas), but excluding the connector between the Fieldhouse Complex and the Virginia Avenue Parking Garage and the connector between the Fieldhouse Complex and the Training Facility.

"Fieldhouse Complex" means:

- (a) the real estate described as Tract One on Schedule 8 and the Fieldhouse and related improvements initially constructed by CIB on such real estate in accordance with the CIB Construction Plans;
- (b) when and to the extent vacated and owned by CIB and/or MCCRFA, that portion of Chesapeake Street (commonly referred to as Bankers Life Court as of the Execution Date) lying between Pennsylvania Street and Delaware Street;
- (c) when and to the extent vacated and owned by CIB and/or MCCRFA, that portion of Talbott Street/the first alley east of Delaware Street from Maryland Street south to Chesapeake Street (commonly referred to as Bankers Life Court as of the Execution Date);
- (d) other real estate and related improvements in the vicinity of the Fieldhouse acquired (by deed or long-term lease) by MCCRFA and/or CIB at Manager's request that were identified by Manager prior to the Execution Date or that are identified by Manager and approved by CIB after the Execution Date;

- (e) upon substantial completion of Refresh Improvements to be constructed thereon as part of the Expansion Project, the real estate described as Tract Two on Schedule 8 together with such Refresh Improvements;
- (f) Refresh Improvements, Technology Improvements and other improvements approved by Manager subsequently constructed (or paid or reimbursed) by CIB on the real estate described in clauses (a), (b), (c), (d) and (e) above, and any improvements subsequently constructed on such real estate as part of the PBLLC Contribution; and
- (g) the Owner's Portion of the FF&E Package.

For the avoidance of doubt, the Fieldhouse Complex does not include the Training Center.

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

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

"Final Order" shall have the meaning set forth in Section 13(b).

"Final PBLLC Contribution" shall have the meaning set forth in Section 7(g).

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

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

"First Amendment to the A&R Operating Agreement" shall have the meaning set forth in the Recitals.

"First Amendment to the A&R Parking Agreement" shall have the meaning set forth in the Recitals.

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

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

"Generally Accepted Industry Standards" means the practices and standards in place, utilized or employed generally in the professional basketball arena industry using as benchmark examples: (a) the arena in Sacramento, California currently known as Golden 1 Center, so long as an NBA franchise plays its home games at such venue, (b) the arena in Milwaukee, Wisconsin currently known as Fiserv Forum, so long as an NBA franchise plays its home games at such venue, (c) the arena in Oklahoma City known as the Chesapeake Energy Arena, so long as an NBA franchise plays its home games at such venue, and (d) the stadium in Indianapolis, Indiana currently known as Lucas Oil Stadium, so long as a National Football League franchise plays its home games at such venue. If all of such venues do not have in place, utilize or employ substantially similar practices and standards with respect to any particular matter germane to the Fieldhouse Complex, the Generally Accepted Industry Standards with respect to such matter shall be the practices and standards with respect to such matter that are substantially similar and in place, utilized or employed at two or more of such venues; provided that if one set of two of such venues have in place, utilize or employ substantially similar practices and standards with respect to such matter and the other set of two venues have in place, utilize or employ substantially similar practices and standards with respect to such matter that are different from the first set and the parties cannot otherwise agree upon the Generally Accepted Industry Standards for such particular matter, then such Generally Accepted Industry Standards shall be determined by the appropriate Review Committee as provided in Section 32(a) or Section 32(b). If at least two of the four venues' practices and standards are not substantially similar with respect to any particular matter germane to the Fieldhouse Complex and the parties cannot otherwise agree upon the Generally Accepted Industry Standards for such particular matter, such Generally Accepted Industry Standards shall be determined by the appropriate Review Committee as provided in Section 32(a) or Section 32(b). If any of such venues are no longer included in the definition of Generally Accepted Industry Standards because an NBA or NFL franchise, as applicable, no longer plays its home games at such venue, the parties shall promptly agree upon a replacement venue; provided that, if the parties are not able to agree within thirty (30) days of any such venue no longer being included in the definition of Generally Accepted Industry Standards, a replacement venue shall be selected by the Operations Review Committee pursuant to Section 32(a).

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

"Herbert Simon" means Herbert Simon, individually.

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



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

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

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

"Initial PBLLC Contribution" shall have the meaning set forth in Section 7(g).

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

"ISC" means the Indiana Sports Corporation or a successor performing substantially the same activities.

"Land Acquisition" shall have the meaning set forth in Section 1(e).

"Liquidated Damages" shall have the meaning set forth in Section 13(b).

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

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

"Major Systems" means those systems and components in the Fieldhouse Complex listed on Schedule 4, but excluding, for the period from the Effective Date until June 30, 2036, any Technology Improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"NBA Reviewed Plans" means:

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

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

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

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

"Normal and Routine Maintenance" means daily routine and preventive maintenance of all portions of the Fieldhouse Complex, including (i) repairs and replacements to the building exterior envelope constituting part of the Structural, Building Exterior and Roof Components that cost less than the specified annual and aggregate thresholds set forth in the Building Exterior component of the definition of Structural, Building Exterior and Roof Components, (ii) inspections and scheduled maintenance to maintain all warranties on equipment, components or systems and (iii) regularly scheduled preventive maintenance programs. By way of example and not limitation, the term includes floor buffing, carpet cleaning, replacement of the carpet in specific areas due to wear and tear or damage and isolated bulb replacement.

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

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

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

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

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

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

"Owner's Portion of the FF&E Package" means the portion of the FF&E Package (and components thereof) set forth on Schedule 6, together with (i) any replacements thereof, and (ii) any furniture, fixtures and equipment acquired utilizing the Aggregate Refresh Budget to the extent the same are not Structural, Building Exterior and Roof Components, carpeting or similar fiber floor coverings or Major Systems (or any listed or unlisted component thereof).

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

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

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

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

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

"PB Parties" means PBLLC, PBLeasing and Manager.

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

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

"PBLLC Affiliate" means:

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

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

"PBLLC Contribution" shall have the meaning set forth in Section 7(g).

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

"Permitted Encumbrances" means those matters listed on Schedule 7, together with any Schedule B-II special exceptions (not including any so-called 'standard' exceptions) listed in any owner's title insurance policy obtained by CIB or MCCRFA and approved by Manager with respect to any land incorporated into the Fieldhouse Complex pursuant to clause (d) of the definition thereof.

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

"Real Estate" means that certain real estate generally located at Pennsylvania and Chesapeake Streets in Marion County, Indiana, and more particularly described on Schedule 8, together with any additional land incorporated into the Fieldhouse Complex pursuant to clause (d) of the definition thereof.

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

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

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

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

"Review Committee" means either the Operations Review Committee or the Technology Review Committee.

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

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

"Second Amendment to the A&R Parking Agreement" shall have the meaning set forth in the Recitals.

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

"Simon Affiliates" mean any entity which is more than fifty percent (50%) owned, directly or indirectly, by Herbert Simon, or is controlled by Herbert Simon. For the purposes of this paragraph, the term "control" means exclusive possession, directly or indirectly, of the power to

direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or partnership interests, or by contract or otherwise.

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

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

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

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

"Submission Notice" shall have the meaning set forth in Section 32(a) or Section 32(b), as applicable.

"Technology Improvements" means the following improvements, fixtures and equipment (and components thereof and appurtenances thereto) for the Fieldhouse Complex and/or the connector between the Fieldhouse Complex and the Virginia Avenue Parking Garage: Wireless LAN; Wired Core LAN; Scoreboard, Video Board, Message Board and Advertising Panel Systems, including: the Video/Sound System, Scoreboard Control System, Video/Audio Amplifiers and Controllers, Video/Visual Display Modules, Scoreboards - main and auxiliary; Video Production Room; Video Production Room Computer Based Equipment; Security System, including: Cameras, Main Security Access Control and Alarm Monitoring System, Access Control and Alarm Monitoring Processor, Access Control Matrix Switcher, Command Center Control Station, CCTV Cameras, CCTV Matrix Switcher, CCTV Video Multiplexers, Access Control Readers, Door Contacts and Sensors, Security Control Panels, Biometric Readers, Security Video Recorders, Application and Database Servers, Monitors and VMS Computers; Sound System, including: Main Mixing Console, Amplifier Control System, Digital Signal Processing System, Auxiliary Mixing Consoles, Peak Limiters, Parametric Equalizers, Power Amplifiers - 1,000 watts and above, Speaker Clusters, Hearing Assistance System, Main Station for Intercom System, Seating Bowl and Ancillary Audio Equipment, Seating Bowl and Ancillary Audio Network and Portable Sound System; Phone System Headend; Phone System Handsets; Fiber Optic Backbone; Copper-Plant – End Connections; DAS Public Safety; DAS Private Carriers; UPS Batteries – Data Center; Vomitory, Concourse Video & Control Components; LED Ribbon Boards; LED Ribbon Boards Control Components; Televisions – Brackets & Mounts; RF and

Broadcast Video Cabling System, including: Audio and Video Switchers/Routers and Control System Hardware and/or Software; IPTV; UPS Batteries – Security System; Exterior Video & Audio – Renovation; items listed as part of the Owner's Portion of the FF&E Package and marked with an asterisk; and items that perform a substantially similar function as, or are updates or replacements of, any of the foregoing.

"Technology Improvements Work" shall have the meaning set forth in Section 7(j).

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

"Technology Termination Fee" means Two Hundred Fifty Million Dollars (\$250,000,000).

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

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

"Training Center" shall have the meaning set forth in Section 39.

"Training Facility Use Agreement" shall have the meaning set forth in Section 39.

"Tri-Party Agreement" shall have the meaning set forth in Section 4(h).

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

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

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

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

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

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

"Visit Indy" means Visit Indy, Inc. or a successor performing substantially the same activities.

**SCHEDULE 1**

CIB Construction Plans

[attached]



**SECTION 00003**  
**PROJECT MANUAL - TABLE OF CONTENTS** (CIB Construction Plans)

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

**INTRODUCTORY INFORMATION**

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

**BIDDING REQUIREMENTS**

Provided by HHN

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

Provided by HHN

**DIVISION 1 - GENERAL REQUIREMENTS**

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

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

**DIVISION 2 - SITE WORK**

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

**DIVISION 3 - CONCRETE**

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

**DIVISION 4 - MASONRY**

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

**DIVISION 5 - METALS**

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

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

**DIVISION 6 - WOOD AND PLASTICS**

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

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

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

**DIVISION 8 - DOORS AND WINDOWS**

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

**DIVISION 9 - FINISHES**

09215	Veneer Plaster	Issued	04/15/98
09260	Gypsum Board System	Revised	08/07/98
09270	Gypsum Board Shaftwall System	Issued	04/15/98
09310	Ceramic Tile	Issued	04/15/98
09440	Plastic Matrix Terrazzo	Revised	05/18/98
09510	Acoustical Ceilings	Revised	07/17/98
09530	Acoustical Baffle Systems	Revised	08/31/98
09547	Metal Ceilings	Revised	12/18/98
09840	Wood Flooring	Issued	04/15/98
09644	Wood Athletic Flooring Assemblies	Issued	10/16/98
09680	Carpet	Issued	04/15/98
09710	Acoustical Wall Treatment	Revised	08/31/98
09720	Wall Covering	Issued	04/15/98
09722	Epoxy Ceramic Flooring	Revised	05/18/98
09770	Decorative Brick Facing	Issued	04/15/98
09775	Sanitary Wall Panels	Revised	07/17/98
09780	Floor Treatment	Issued	01/29/98
09870	High Performance Coatings	Revised	04/15/98
09900	Painting	Issued	04/15/98
09946	Decorative Polychromatic Particle Coating	Issued	04/15/98

**DIVISION 10 - SPECIALITIES**

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

**DIVISION 11 - EQUIPMENT**

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

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02/15/99

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

**DIVISION 12 - FURNISHINGS**

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

**DIVISION 13 - SPECIAL CONSTRUCTION**

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

**DIVISION 14 - SPECIALITIES**

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

**DIVISION 15 - MECHANICAL**

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

15130	Pumps	Issued	03/13/98
15140	Hangers, Supports, Anchors and Sleeves	Issued	03/13/98
15160	Pumps	Issued	03/13/98
15170	Electric Motors	Issued	03/13/98
15180	Variable Speed Drives	Issued	03/13/98
15190	Identification	Issued	03/13/98
15240	Vibration Isolation and Seismic Restraint	Issued	03/13/98
15250	Mechanical Systems Insulation	Issued	03/13/98
15310	Fire Protection Systems	Issued	03/13/98
15320	Fire Pumps	Issued	03/13/98
15375	Standpipe and Firehose Systems	Issued	03/13/98
15401	Domestic Water	Issued	03/13/98
15405	Sanitary Waste and Vent System Components	Issued	03/13/98
15406	Roof and Area Drainage System	Issued	03/13/98
15430	Plumbing Specialties	Issued	03/13/98
15440	Plumbing Fixtures and Trim	Issued	03/13/98
15484	Natural Gas Systems	Issued	03/13/98
15515	Hydronic Specialties	Issued	03/13/98
15525	Steam Specialties	Issued	03/13/98
15545	Chemical Treatment	Issued	03/13/98
15590	Fuel Oil Equipment	Issued	03/13/98
15685	Centrifugal Chillers	Issued	03/13/98
15700	Modular Cooling Units	Issued	03/13/98
15710	Cooling Towers	Issued	03/13/98
15755	Heat Exchangers	Issued	03/13/98
15790	Coils	Issued	03/13/98
15830	Finned Tube Radiation and Convector	Issued	03/13/98
15835	Unit Heaters and Cabinet Unit Heaters	Issued	03/13/98
15840	Cabinet Fan/Smoke Removal Units	Issued	02/16/98
15855	Package Air Handling Units	Issued	03/13/98
15860	Fans	Issued	03/13/98
15870	Built-up Air Handling Units and Plenums	Issued	03/13/98
15885	Filters	Issued	03/13/98
15890	Ductwork Systems	Issued	03/13/98
15895	Special Air Distribution Systems	Issued	03/13/98
15900	Duct Lining	Issued	03/13/98
15910	Ductwork Accessories	Issued	03/13/98
15930	Air Terminal Units	Issued	03/13/98
15935	Diffusers, Registers, and Grilles	Issued	03/13/98
15955	Building Systems Control	Revised	03/13/98
15965	Control Wiring	Issued	03/13/98
15970	Control Valves, Dampers, and Actuators	Issued	03/13/98
15980	Control Panels, Controllers, and Sensors	Issued	03/13/98
15981	Control Systems Workstations and Peripherals	Issued	03/13/98
15985	Control System Sequences of Operation	Revised	03/13/98
15986	Control System Point List	Issued	03/13/98
15990	Testing, Adjusting, and Balancing	Issued	03/13/98
<b>DIVISION 16 - ELECTRICAL</b>			
16050	Basic Electrical	Issued	03/13/98

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

16990 Panelboard Schedules  
16995 Relay/Dimmer Schedules

Revised 03/13/98  
Revised 03/13/98

END OF DOCUMENT





Huber, Hunt &  
Nichols, Inc.



The Sherman R. Smoot  
Company of Indiana

A Joint Venture



J. Beard  
Management Inc. \*

April 17, 2000

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

**RE: Pacer Exhibits**

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

If you have any questions do not hesitate to call.

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

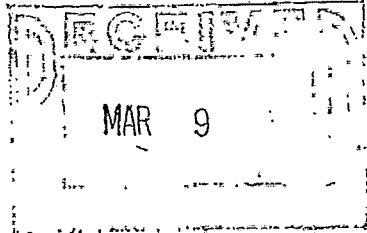
Scott T. Blanchard  
Project Manager

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

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

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

ELLERBE BECKET



March 28, 2000

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

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

Dear Scott:

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

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

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

Hardscape	Ratio	← Attached as of 4-17-00
Food Service	Cini-Little	← Attached as of 4-17-00
TV Productions	Parlin	← Attached as of 4-17-00
<u>Curtains</u>	<u>I.T.C.</u>	} None
<u>Sound System</u>	<u>WJHW</u>	

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

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

Sincerely;

ELLERBE BECKET ARCHITECTS & ENGINEERS, P.C.

Joseph C. Nehama  
Associate

JCN/sh

cc: Kim Rothenberger  
File 3D w/enclosures

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

c:\data\960596\Mrblanchd\2114-3-28-00

Ellerbe Becket Mechanical Record Drawings  
All Dated December 27, 1999

- M 000
- M 301 A
- M 301 B
- M 301 C
- M 301 D
- M 302 A
- M 302 B
- M 302 C
- M 302 D
- M 303
- M 304
- M 305
- M 306
- M 601
- M 602
- M 603
- M 604
- M 605
- M 801
- M 802
- M 901
- M 902
- M 903
- M 904
- P 200
- P 201 A
- P 201 B
- P 201 C
- P 201 D
- P 202
- P 203
- P 204
- P 205
- P 206
- P 207
- P 700
- P 701
- P 702
- P 703
- P 704
- P 705
- P 706
- P 707
- P 708

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

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

# Ryan Fire Protection Drawings As-Built

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

Electrical System - Record Drawing  
Fire Alarm System

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

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

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

MSE Corporation - Record Drawing - Civil

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



Blackburn Architect - Record Drawing  
Architecture - All Dated December 8, 1999

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

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

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

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

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

Ellerbe Becket Record Drawings - Lighting  
All Dated March 1, 2000

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

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

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

# Electrical Systems - Record Drawing Security Systems

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

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

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

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

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



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

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

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

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

Gini-Little Record Drawings – Food Service – All Dated March 29, 2000

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

Patlin Record Drawings - Teleproduction Facilities - All dated April 3, 2000

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

ITC Record Drawings

Rigging -

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

SCHEDULE 2

Environmental Disclosure Memorandum

BINGHAM SUMMERS WELSH & SPILMAN

(Environmental Disclosure  
Memorandum)

M E M O R A N D U M

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

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

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

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

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

Pertinent Definitions from the Understanding of Defined Terms:

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

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

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

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

## II. Status of Compliance with the Environmental Representations

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

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

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

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

#### 1. General Overbreadth of Representation

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

#### 2. Residual Petroleum Contaminants

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

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

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

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

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

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

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



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

#### CONCLUSION

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

### SCHEDULE 3

#### Proposed Design and Construction Schedule for Refresh Improvements

- February 21, 2019 – Notice to Proceed with Architect and Construction Manager as administer.
- March 1 – June 30, 2019 – Construction Phase 1 design and programming work for the full building with emphasis on Construction Phase 1.
  - April 1, 2019 – full consultant team under contract (all of design team subconsultants).
- July 1 – September 30, 2019 – construction documents for Construction Phase 1.
- Acquisition of additional real estate – by October 1, 2019.
- October 1, 2019 – CIB bid and award process begins for Construction Phase 1.
- Timing for Construction Phases 2 and 3 construction documents and CIB bid and award process TBD.
- February 1, 2020 – construction work begins for Construction Phase 1.
- Fieldhouse to be closed for events as necessary in Construction Manager's discretion for construction during 2020, 2021 and 2022 Indiana Pacers off-seasons (Indiana Pacers off-season is from May 1 or last Home Basketball Game to October 1), not to exceed 60 days during 2022 off-season.
- Construction Phase 1: February 1, 2020 – October 1, 2020, including without limitation:
  - All event level complete
  - All lower bowl seating complete
  - Lower suite level complete (other than office space)
  - Main concourse section 1 and 20
  - Legends renovation
  - South balcony platform
- Construction Phase 2: March 3, 2021 – October 1, 2021 (entry pavilion begins March 1, 2021 and ends May 2022), including without limitation:
  - Entry pavilion expansion
  - Exterior demolition
  - Main concourse complete
  - Club level complete
  - North balcony platform
- Construction Phase 3: January 1, 2022 – October 1, 2022, including without limitation:
  - Entry pavilion continuing
  - Projection system
  - Outdoor renovations
  - Balcony complete
  - Remaining office space on lower suite level complete

## SCHEDULE 4

### Major Systems

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

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

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

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

15.4 Scoreboards, main and auxiliary\*

16. Window and Glazing Systems

17. Any systems or components that perform a substantially similar function as, or are updates or replacements of, any of the foregoing, whether or not Refresh Improvements, but excluding, for the period from the Effective Date until June 30, 2036, any Technology Improvements and any items marked with an asterisk.

\* Excluded from Major Systems for the period from the Effective Date until June 30, 2036.

## SCHEDULE 5

### Market Professional Criteria for Selection

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

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

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

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



## SCHEDULE 6

Owner's Portion of the FF&E Package

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

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

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

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

\*Item listed constitutes a Technology Improvement for the period from the Effective Date until June 30, 2036.

## SCHEDULE 7

### Permitted Encumbrances

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

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

## SCHEDULE 8

### Real Estate

#### Tract One:

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

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

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

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

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

Tract Two:

Twenty feet off the South side of Lot 6 and all of Lots 7 and 8 in Maurice De St. Palais Subdivision of Square 77 in the City of Indianapolis, as per plat thereof recorded in Plat Book 1, page 207 and 208, in the Office of the Recorder of Marion County, Indiana.



## SCHEDULE 9

### Structural, Building Exterior and Roof Components

#### 1. Structural System:

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

#### 2. Building Exterior Envelope

All costs relating to the following items which are in excess of Seventy-Three Thousand Eighty-Eight Dollars (\$73,088.00) on an individual basis on any one fiscal year of Manager or which are in excess of Seven Hundred Thirty Thousand Eight Hundred Seventy-Six Dollars (\$730,876.00) on a combined basis in the aggregate over the Term (provided that such amounts shall be adjusted as of every July 1 after calendar year 2019 by a percentage, the numerator of which shall be the Consumer Price Index for the most recent month available as of that July 1, and the denominator of which shall be the Consumer Price Index for the same month of the prior calendar year), it being understood that costs for such items below the threshold shall be borne by Manager:

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

#### 3. Roof System

- 3.1 All roofing, including roofs of all types at each and every location on the building, roof material, insulation, roof penetrations, flashes, means of attachment, roof ballast, protective coverings and related materials.

- 3.2 All roof supporting systems including roof deck, support beams, trusses, girders, columns, joints and connections of all types, sealers, insulation, fireproofing and related materials.

EXHIBIT B

Video/Sound System License Fee

<u>Payment Date</u>	<u>License Fee</u>
July 1, 2019	\$922,963.99
July 1, 2020	\$922,963.99
July 1, 2021	\$922,963.99
July 1, 2022	\$922,963.99
July 1, 2023	\$922,963.96

## EXHIBIT C

### Municipal Purposes Plan

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

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

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

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

This Plan is designed to promote the public welfare of the citizens of the County, increase the economic well-being of the County, grow the County's economy by attracting visitors who will make expenditures benefiting the hospitality and restaurant industries and other businesses in the County, protect and increase property values and promote capital investment in downtown Indianapolis, particularly in areas surrounding the Fieldhouse, increase the County's property tax

base, promote additional opportunities for the gainful employment of citizens of the County, retain permanent jobs within the County and attract and retain business enterprises in the County.

EXHIBIT D

Aggregate Advance Amount and Operating Loans Forgiveness Schedule

<b>NBA Season</b>	<b>Aggregate Advance Amount Forgiven</b>	<b>Amount of Operating Loans Forgiven</b>	<b>Unamortized Balance</b>
2018/19	\$796,669.33	\$4,000,000.00	\$17,983,346.68
2019/20	\$796,669.33	\$4,000,000.00	\$13,186,677.35
2020/21	\$796,669.33	\$4,000,000.00	\$8,390,008.02
2021/22	\$796,669.33	\$2,000,000.00	\$5,593,338.69
2022/23	\$796,669.33	\$2,000,000.00	\$2,796,669.36
2023/24	\$796,669.36	\$2,000,000.00	\$0.00

EXHIBIT E

Form of Operating Revenue and Expense Statements

FIELDHOUSE MANAGEMENT LLC  
STATEMENT OF FIELDHOUSE REVENUE AND EXPENSES - UNAUDITED

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

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

**TOTAL REVENUES**

**EXPENSES**

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

SALARIES & WAGES  
OVERTIME  
PAYROLL TAXES  
BENEFITS  
CONTRACTED SERVICES

OPERATING EXPENSES

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

SUPPLIES/REPAIRS/MAINTENANCE

SUPPLIES/REPAIRS  
MAINTENANCE CONTRACTS  
MAINTENANCE EXPENSES

SHARED SERVICES

SHARED SERVICES

**TOTAL EXPENSES**

## EXHIBIT F

### Scheduled Capital Repairs and Replacements

See attached lists for the Scheduled Capital Repairs and Replacements by calendar year.

These lists are not intended to be a comprehensive or exhaustive list of capital repairs and replacements and shall not limit CIB's or Manager's respective maintenance, repair or replacement obligations in any way. In the event any item, whether or not listed in this Exhibit F, reaches its Replacement Threshold or would otherwise be required to be repaired or replaced by CIB, CIB shall promptly perform such repair or replacement as required by this Agreement. Subject to the preceding sentence, the Scheduled Capital Repairs and Replacements shall be completed by CIB pursuant to mutually agreed upon plans and specifications and on a mutually agreed upon schedule. The parties agree to cooperate in good faith with respect to such schedule to minimize any disruption to Fieldhouse operations and scheduled events, particularly Home Basketball Games, and maximize the availability of the Fieldhouse Complex for events. Additional procedures relating to the performance and procurement of the Scheduled Capital Repairs and Replacements are set forth in Exhibit J.

CIB shall seek to have funds appropriated for the Scheduled Capital Repairs and Replacements for its fiscal years 2020-2022 in minimum amounts as follows:

2020 - \$16,725,374

2021 - \$452,388

2022 - \$446,548

If CIB does not spend the entire amount of funds appropriated for the Scheduled Capital Repairs and Replacements by the end of the applicable year, the same shall not be a CIB Default hereunder so long as CIB is using good faith, diligent efforts to complete Scheduled Capital Repairs and Replacements estimated to cost at least ninety percent (90%) of the amount of funds appropriated for such year and CIB completes such Scheduled Capital Repairs and Replacements by June 30 of the following year (or by such later date provided in a mutually agreed upon schedule), provided that, in any event, all Scheduled Capital Repairs and Replacements shall be completed by December 31, 2022. Any amount of such funds not utilized in a given year shall be carried over and shall remain available for use to complete the Scheduled Capital Repairs and Replacements. CIB's obligations pursuant to Section 7(a)(v) of this Agreement and this Exhibit F to spend funds for Scheduled Capital Repairs and Replacements in any year shall be subject to CIB obtaining a final appropriation in the corresponding amount set forth above for such year from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of any such fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to Section 7(a)(v) of this Agreement and this Exhibit F for such fiscal year after taking into account all of CIB's other obligations and liabilities, whether under this Agreement or otherwise, such shall not constitute a CIB Default under Section 13(c) hereof or a



failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof.

**2020 Scheduled Capital Repairs and Replacements**

**Description**

Chilled Water System	Two (2) 800-Ton Centrifugal Chillers
	Two (2) 500-Ton Centrifugal Chillers
	Chilled Water Pumps
	Condenser Water Pumps
	CHW Pump VFDs
	Condenser Water Filtration System
Steam and Heating Hot Water System	Hot Water Pumps
	Hot Water Pump VFDs
	Condensate Return Unit
	Condensate Discharge Piping
Ice Making Systems	Water-Cooled Reciprocating Chiller (retrofit - replacement of R-22)
	Brine Pumps
Air Handlers	Bowl Air Handling Units
Replace 22 units as part of renovation (replace all in 2042 & 2043)	Air Handling Units
Replacing 55% of boxes as a part of the renovation (replace all in 2039 & 2040)	Reheat Boxes
Replacing 25% of boxes as a part of the renovation (replace all in 2039 & 2040)	VAV Boxes

**2020 Scheduled Capital Repairs and Replacements**

**Description**

Replacing 15% of boxes as a part of the renovation (replace all in 2042 & 2043)	Fan Coils
HVAC Upgrades	Clean Chilled Water Heat Exchangers
	Ventilation Measurement and Control
	Demand-Control Ventilation
	Add Energy Wheels to Locker AHUs
	Commissioning + Continuing Commissioning
Lighting Replacement to LED/Energy Efficiency	50% captured in renovation
Low Roofs (existing - 3,500 sq ft removed)	
Exterior Roof Trusses	Cleaning and Painting
Passenger Elevators #1, 2, 3	Due to Obsolescence Modernization
Elevator Media #4	Due to Obsolescence Modernization
Elevator Freight #5	Due to Obsolescence Modernization
Elevator Food Service #6	Due to Obsolescence Modernization
Escalators - East & West	E5000 Structural Modernization

**2021 Scheduled Capital Repairs and Replacements**

**Description**

Steam and Heating Hot Water System	HW Expansion Tanks
Ice Floor	Cooling Tower
Elevator Owners #7	Roped Hydraulic Modernization
Elevator Store #8	Hydraulic Modernization

**2022 Scheduled Capital Repairs and Replacements**

**Description**

Commissioning + Continuing Commissioning	
Tuck pointing of exterior brick	

EXHIBIT G

Operating Expense Reimbursements

<u>Date</u>	<u>Amount of Operating Expense Reimbursement*</u>
July 1, 2019	\$12,500,000
July 1, 2020	\$12,500,000
July 1, 2021	\$12,500,000
July 1, 2022	\$12,500,000
July 1, 2023	\$12,500,000
July 1, 2024	\$12,500,000
July 1, 2025	\$13,075,000
July 1, 2026	\$13,075,000
July 1, 2027	\$13,075,000
July 1, 2028	\$13,075,000
July 1, 2029	\$13,075,000
July 1, 2030	\$13,075,000
July 1, 2031	\$16,075,000
July 1, 2032	\$16,075,000
July 1, 2033	\$16,075,000
July 1, 2034	\$16,075,000
July 1, 2035	\$16,075,000
July 1, 2036	\$16,075,000
July 1, 2037	\$16,075,000
July 1, 2038	\$16,075,000
July 1, 2039	\$16,075,000
July 1, 2040	\$16,075,000
July 1, 2041	\$16,075,000
July 1, 2042	\$16,075,000
July 1, 2043	\$16,075,000
First Extended Term	
July 1, 2044	\$16,075,000
Second Extended Term	
July 1, 2045	\$16,075,000
Third Extended Term	
July 1, 2046	\$16,075,000

\*subject to offset as provided in Section 1(e) and Section 7(f) hereof.

## EXHIBIT H

### CIB Operating Expense Items

- Utilities (electric, steam, gas, water and sewer)
- Off-site storage
- Ober Lot lease expenses (to be automatically removed upon acquisition of fee interest in Ober Lot by CIB, MCCRFA, any PB Party or any PBLLC Affiliate)
- LED equipment lease and LED operations/graphics/maintenance (ANC Sports Enterprises, LLC)
- Security (24-hour building)
- Security (guard shack)

EXHIBIT I

Annual Refresh Budget

January 1, 2020 - \$103,800,000\*

March 3, 2021 - \$130,000,000

March 1, 2022 - \$61,200,000

\* Costs incurred by CIB and payable by CIB to Architect and Construction Manager related to any Refresh Improvements prior to the Effective Date shall be credited against this amount.



## EXHIBIT J

### Procedures to Implement Expansion Project and Scheduled Capital Repairs and Replacements

#### **In General**

1) The procedures set forth in this Exhibit J (these "Procedures") are adopted as a means to facilitate and expedite the rights and obligations of CIB and Manager under the Agreement as to the Expansion Project (as defined in Procedure 14 below) and the Scheduled Capital Repairs and Replacements. These Procedures shall supplement the Agreement, but shall not amend or revise the terms and conditions of the Agreement. For the avoidance of doubt, absent an agreement confirmed in writing by Manager to the contrary, nothing in this Exhibit J shall relieve CIB from its obligations under Exhibit F to the Agreement, including its obligation to perform the Scheduled Capital Repairs and Replacements in accordance with Exhibit F to the Agreement at the times provided therein, or its obligations under Section 7(a) of the Agreement. As used in this Exhibit J, the term "Global Projects" refers to the Authorized Repair Projects (as defined in Procedure 9 below) and the Expansion Project and a "Project" refers to either an Authorized Repair Project or the Expansion Project, as applicable.

2) CIB has entered into (or will enter into, after approval by PBLLC) the following Agreements to procure design and construction management services for the Global Projects:

- Agreement Between Owner and Architect, with Populous, Inc. ("Architect") serving as the Architect for Repair Projects (the "Repairs Design Agreement"); and
- Agreement Between Owner and Architect, with Architect serving as the Architect for the Expansion Project (the "Expansion Project Design Agreement" and, together with the Repairs Design Agreement, the "Design Agreements"); and
- Agreement Between Owner and Construction Manager, with Shiel Sexton Company, Inc. serving as the Construction Manager (in the capacity as an Advisor, not as a Constructor) for Repair Projects (the "Repairs C/M Agreement"); and
- Agreement Between Owner and Construction Manager, with Shiel Sexton Company, Inc. serving as the Construction Manager (in the capacity as an Advisor, not as a Constructor) for the Expansion Project (the "Expansion Project C/M Agreement" and, together with the Repairs C/M Agreement, the "C/M Agreements").

3) It is recognized and agreed that neither CIB, PBLLC nor Manager are licensed design professionals or responsible for the adequacy or sufficiency of the design services provided by Architect, its employees or its consultants (collectively, the "Design Team"), compliance of the

design with applicable law, any errors or omissions of the Design Team or other failures of the Design Team to proceed in accordance with the Design Agreements. It is also recognized and agreed that neither CIB, PBLLC nor Manager are construction managers or contractors or responsible for the construction means, methods, techniques, sequences, procedures, schedules, safety precautions and programs in connection with the work to be performed by the contractors and/or suppliers that will be retained for the Global Projects or other failures of the Construction Manager or such contractors/suppliers to proceed in accordance with their contractual obligations with respect to the Global Projects. However, if CIB or Manager discovers, or has questions or concerns that there may be, errors or omissions in the Architect's design services, that there may be defects or deficiencies in the services provided by the Construction Manager or in the work, equipment or materials provided by contractors/suppliers retained for the Global Projects, or that the Design Team, the Construction Manager or its consultants, or such contractors/suppliers are in violation of their contractual requirements with respect to the Global Projects or are otherwise proceeding in a manner with which CIB or Manager disagrees, the discovering party shall identify the issue, shall provide the other party prompt written notice thereof and CIB and Manager shall, jointly, take steps as set forth in these Procedures in an effort to address and resolve the issue or to mitigate the consequences of such issue.

4) It is recognized that Architect, Construction Manager, Manager, PBLLC and CIB do not have control over: (i) the cost or availability of labor, materials or equipment; (ii) the method by which contractors and/or suppliers will determine the amount of their bid or proposal; (iii) the means, methods, techniques or procedures to be utilized by the contractors who will be selected to perform the Global Projects; and/or (iv) whether the selected contractors and/or suppliers will adhere to the applicable Schedules for the Global Project. Accordingly, Architect, Construction Manager, Manager, PBLLC and CIB cannot and do not represent or warrant that: bids or proposals ultimately received will not vary from the budgets developed for the Global Projects; or that the work or procurement as actually performed will not vary from the Schedules developed for the Global Project.

### **Repairs and Replacements**

5) Exhibit F to the Agreement contains the current list of the Scheduled Capital Repairs and Replacements for performance during the period from January 1, 2020 to and including December 31, 2022 (the "Applicable Period"). Prior to performance of any of the Scheduled Capital Repairs and Replacements, representatives of Manager and CIB shall meet and confer with one another, and as necessary with representatives of Architect and Construction Manager, to discuss and mutually agree as to whether any items to be replaced as part of the Scheduled Capital Repairs and Replacements could be repaired and/or refurbished instead.

6) If an issue arises during the Applicable Period with respect to any item that is the responsibility of CIB to repair or replace under Section 7(a) of the Agreement but is not a Scheduled Capital Repair or Replacement (an "Unscheduled Item"), Manager and CIB shall meet and confer with one another, and as necessary with representatives of Architect and Construction Manager, to discuss and mutually agree as to whether such Unscheduled Item could be repaired

and/or refurbished instead of replaced or whether replacement could be deferred until after December 31, 2022. If the parties do not agree, the issue shall be resolved per the terms of Section 32 of the Agreement. If such Unscheduled Item is not deferred then, to the extent the Authorized Repair Project for such Unscheduled Item occurs during the Applicable Period, CIB shall fund such Authorized Repair Project using funds in the following order: first, from the \$18,393,122 that was initially earmarked for the Scheduled Capital Repairs and Replacements; second, to the extent \$18,393,122 has been expended during the Applicable Period on Authorized Repair Projects, from the Annual Technology Budget otherwise becoming available on January 1, 2023 (\$6,606,878); and third, from CIB's other funds that are not committed under the Agreement. In addition, if the actual costs of Authorized Repair Projects for Scheduled Capital Repairs and Replacements during the Applicable Period exceed \$18,393,122 in the aggregate, then CIB may fund any such excess costs from the Annual Technology Budget otherwise becoming available on January 1, 2023 (\$6,606,878). Any amount of the Annual Technology Budget otherwise becoming available on January 1, 2023 used to fund Authorized Repair Projects during the Applicable Period as provided above shall be deducted from such Annual Technology Budget (and in the event the entire \$6,606,878 is so used, the amount of the Annual Technology Budget becoming available on January 1, 2023 shall be \$0).

7) From time to time during the Applicable Period, Manager and CIB shall meet and confer with one another, and as necessary with representatives of Architect and Construction Manager, to discuss the priority/sequence by which the Scheduled Capital Repairs and Replacements and repairs and/or replacements of Unscheduled Items during the Applicable Period (collectively, "Repair Projects") will be considered, evaluated and pursued. As Manager and CIB reach agreement on the priority/sequence of Repair Projects, including updates and additions thereto, those agreements shall be confirmed in writing and shall be communicated to Architect and Construction Manager.

8) Consistent with the agreed priority/sequence of the Repair Projects, Architect and Construction Manager, in accordance with and subject to the terms and conditions of the Repairs Design Agreement and the Repairs C/M Agreement and based upon discussions with and information provided by Manager and CIB, shall develop the following for each Repair Project:

- (A) Architect shall develop an outline of the program requirements/scope of work ("Program") for each Repair Project;
- (B) Architect and Construction Manager shall develop and identify a preliminary schedule and key milestone dates to design, procure and/or construct ("Schedule") for each Repair Project and, in doing so, shall consider and coordinate with the event schedule for the facility where the work or installation will be performed;
- (C) Construction Manager shall develop and identify projected costs estimates ("Budget") for each Repair Project; and

- (D) Once the Program, Budget and Schedule have been developed for a Repair Project and delivered to Manager and CIB;
  - i) Architect shall provide, on a project-by-project basis, a fee proposal to cover its remaining design services to undertake and complete that Repair Project, if authorized and approved by Manager and CIB; and
  - ii) Construction Manager shall provide, on a project-by-project basis, a cost estimate for the agreed scope of construction management services to undertake and complete that Repair Project, if authorized and approved by Manager and CIB.

9) Once the information set forth in Procedure 8 above is developed for a Repair Project, Manager and CIB shall meet to review and discuss the information and to mutually develop a plan by which the Repair Project is reviewed, evaluated and decisions are made as to whether the Repair Project is authorized to proceed, all in a manner that is consistent with and calculated to meet the terms and conditions of the Agreement, including CIB's obligations to perform and pay for the Scheduled Capital Repairs and Replacements and its obligations under Section 7(a) of the Agreement. As part of this review and in accordance with and subject to its rights and obligations under the Agreement, Manager shall advise CIB: (i) whether or not it wishes to proceed with a Repair Project; (ii) to proceed with a Repair Project after making certain revisions to the applicable Program, Budget and/or Schedule; and/or (iii) to reorder the priority and sequence of the Repair Project. CIB shall promptly consider Manager's position and respond thereto, in accordance with and subject to CIB's rights and obligations under the Agreement. When the Program, Schedule and Budget for a Repair Project have been approved by both Manager and CIB, that Repair Project shall proceed as an "Authorized Repair Project".

10) For each Authorized Repair Project, CIB and Manager shall acknowledge and confirm the following, in writing:

- (A) The agreed Program, Budget and Schedule for the Authorized Repair Project; and
- (B) The agreed fee proposal for Architect and the agreed scope of services and estimated fee for Construction Manager to undertake and complete the Authorized Repair Project.

11) For each Authorized Repair Project approved by CIB and Manager in writing pursuant to Procedure 10 above, CIB shall:

- (A) Enter into a project authorization with Architect under the Repairs Design Agreement, based upon the agreed fee proposal for that Authorized Repair Project;

- (B) Enter into a project authorization with Construction Manager under the Repairs C/M Agreement, based upon the agreed scope of services and the estimate fee for that Authorized Repair Project; and
- (C) Upon completion of necessary plans, specifications or other design documents, proceed with the necessary procurement process (under Ind. Code 36-1-12 and/or Ind. Code 5-22, as applicable), to select the contractor and/or supplier who will construct the improvements and/or deliver the materials, equipment or supplies for that Authorized Repair Project.

12) Manager shall have no responsibility to pay any costs related to any Authorized Repair Project and no portion of the Expansion Project Budget shall be used to pay any costs related to any Authorized Repair Project. Upon receipt of bids, quotations or other proposals for an Authorized Repair Project, CIB shall review with Manager all information received and shall confer with Manager as to the award of a contract or the rejection of all bids, quotations or proposals received, consistent with the applicable public procurement laws of the State of Indiana. It is expressly acknowledged and agreed that CIB shall, at all times, comply with all applicable procurement laws and that CIB shall not be required nor shall award contracts that are not in compliance with applicable procurement laws. If an award of contract is being considered, Manager and CIB shall confirm, in writing, their agreement as to the amount and other terms and conditions of the contract to be awarded, based upon the bids, quotations or proposals received and in accordance with all applicable procurement laws. Once an award is made, CIB shall promptly tender to the selected contractor or supplier for execution, the form of the contract included in or otherwise referenced in the procurement package, consistent with the applicable bid, quotation or proposal price and confirming all other terms and conditions on which the award is made. Once the selected contractor or supplier has executed the contract in the form as tendered, CIB shall also execute the contract and shall so advise Manager.

13) During the period from January 1, 2020 to and including December 31, 2022 in which Repair Projects are being reviewed, evaluated, procured and/or undertaken, CIB shall maintain and share with Manager a progress report, which shall be periodically updated as reasonably necessary to keep Manager apprised of the current status of such Repair Projects. The progress report will include:

- (A) A list of the then current Repair Projects which are being considered, reviewed and evaluated;
- (B) A list of the Authorized Repair Projects which are then in process of being designed, procured, delivered or constructed;
- (C) A list of the Authorized Repair Projects which have been completed as of that date; and

(D) Any other information reasonably requested by Manager.

**Expansion Project**

14) It is agreed and acknowledged that the preliminary Project Parameters (as defined in Procedure 19 below) for \$295,000,000 of the Refresh Improvements and the Final PBLLC Contribution (collectively, the "Expansion Project") are as follows:

Program – Conceptual design documents prepared by Architect dated September 18, 2018, which shall guide the development of the more detailed Program for the Expansion Project.

Budget – The total projected costs estimates for the Expansion Project (the "Expansion Project Budget") is three hundred twenty two million and no/100 dollars (\$322,000,000.00), which consists of \$295,000,000 of the Aggregate Refresh Budget and the Final PBLLC Contribution (\$27,000,000, which will be the final money spent on the Expansion Project), provided that Manager may increase the Expansion Project Budget at its election to include any portion of the Carryover Refresh Amount that has not been spent or committed. No internal administrative costs or attorneys' fees of either CIB or Manager, no costs of an owner's representative engaged by either CIB or Manager and no costs of securing or obtaining the funding for the Aggregate Refresh Budget or the Final PBLLC Contribution shall be included within the Expansion Project Budget.

Schedule – Milestone schedule dates applicable to the Expansion Project are listed on Schedule 3.

15) There shall be no change to the milestone dates applicable to the Expansion Project, without the prior written consent of Manager and CIB. The current Program documents for the Expansion Project identify and delineate only the conceptual design for the Expansion Project, with more detailed and specific requirements for the Expansion Project to be developed by Architect and approved by Manager and CIB during the programming phase. Once a more detailed Program for the Expansion Project has been developed by Architect and approved by Manager and CIB, Architect shall then proceed with Schematic Design Documents, Design Development Documents and Construction Documents, with each phase of design development to be subject to review and approval of both Manager and CIB, in accordance with the sequence and procedure set forth in the Design Contract.

16) Upon receipt of bids, quotations or other proposals for any Refresh Improvement, CIB shall review with Manager all information received and shall confer with Manager as to the award of a contract or the rejection of all bids, quotations or proposals received, consistent with the applicable public procurement laws of the State of Indiana. It is expressly acknowledged and agreed that CIB shall, at all times, comply with all applicable procurement laws in connection with the Refresh Improvements and that CIB shall not be required nor shall award contracts for the Refresh Improvements that are not in compliance with applicable procurement laws. If an award

of contract for a Refresh Improvement is being considered, Manager and CIB shall confirm, in writing, their agreement as to the amount and other terms and conditions of the contract to be awarded (which terms shall include Manager and PBLLC as third party beneficiaries thereof), based upon the bids, quotations or proposals received and in accordance with all applicable procurement laws. Once an award is made, CIB shall promptly tender to the selected contractor or supplier for execution, the form of the contract included in or otherwise referenced in the procurement package, consistent with the applicable bid, quotation or proposal price and confirming all other terms and conditions on which the award is made. Once the selected contractor or supplier has executed the contract in the form as tendered, CIB shall also execute the contract and shall so advise Manager.

17) Notwithstanding anything to the contrary herein or in the Agreement, (i) if either CIB or Manager determines at any time that the total Expansion Project Budget will be exceeded, the parties will confer to resolve the issue pursuant to a mutual agreement, and (ii) any such issue shall not be subject to Procedures 19 or 20 below or Section 32 of the Agreement. Once CIB and Manager have reached agreement as to how to address and resolve such issue, CIB shall give appropriate direction to Architect, Construction Manager, contractors and/or suppliers to implement the agreed decision. Unless otherwise agreed to by CIB and Manager in writing, the performance of any design services, the providing of any work or the procurement of any materials, equipment or supplies that are directly affected by such issue shall be suspended while CIB and Manager consider available options and such services, work or procurement shall resume when an agreement between CIB and Manager has been reached and confirmed in writing, but non-affected design services, work and procurement shall continue without interruption.

#### **Rights and Obligations as to Global Projects**

18) CIB shall be responsible for delivery of the Refresh Improvements and the Scheduled Capital Repairs and Replacements through design and construction professionals under contract with CIB and approved by Manager. All consents, approvals, requests or other information provided by Manager are provided to assist in the development of improvements that are useable and appropriate in Manager's experience with the Fieldhouse Complex. However, neither Manager nor PBLLC shall have any responsibility as to the design or construction of the Global Projects, except that Manager and PBLLC shall abide by discretionary design choices made at their request as to space utilization, floor planning and aesthetic factors related to the Global Projects. To facilitate, expedite and provide for the development, design, procurement, construction and delivery of the Global Projects, Manager and CIB shall: actively participate in; share information regarding; and render decisions in a timely manner (consistent with applicable schedules) throughout the design, procurement and construction phases of all the Projects which collectively make up the Global Projects. Both CIB and Manager shall attend meetings and otherwise communicate with one another and with representatives of Architect and Construction Manager to review and discuss the progress and development of all the Projects, to consider and evaluate any issue that may arise and to reach a mutual agreement on how any such issues are to be addressed and resolved. This shall include, but not be limited to, the following:

- (A) As plans, specifications and other design documents are developed; as updated and revised schedules are issued; and as reports on actual and projected costs are updated and circulated for each Project (collectively "Project Information"), CIB and Manager shall:
- (i) Promptly review such Project Information as it is received;
  - (ii) Immediately advise the other party if it has any questions or concerns about or objections to the Project Information;
  - (iii) Meet with the other party, Architect and/or Construction Manager, as necessary and appropriate, to discuss any questions, concerns or objections which have been identified and to explore options to address and resolve such issues;
  - (iv) Confirm, in writing, all agreements reached between CIB and Manager; and
  - (v) Take all necessary and reasonable steps to promptly implement all agreements reached.
- (B) CIB and Manager shall meet and confer with one another and with Architect and Construction Manager regarding the development and issuance of bid packages or other procurement packages for the Global Projects. When bids or proposals are received, CIB and Manager shall review all information received and discuss the award of the applicable contract, including whether there are any questions or issues. Contracts to be paid with public funds shall be awarded by CIB (after consultation with and approval by Manager) and in accordance with applicable procurement laws of the state of Indiana.
- (C) If either CIB, Manager, Architect, Construction Manager, or any contractor or supplier recommends a proposed change to a Project, CIB and Manager shall promptly meet to discuss the proposed change. Once an agreement is reached to adopt or reject, in whole or in part, the proposed change, CIB and Manager shall confirm that agreement, in writing, and shall proceed in accordance therewith. Any agreed change shall be confirmed by a written change order signed by CIB, Manager, Architect, Construction Manager and the applicable contractor or supplier. If a contractor or supplier does not agree with a proposed change order, a construction change directive will be issued if approved by Manager and CIB.
- (D) If Architect, Construction Manager, or any contractor or supplier asserts a claim for additional compensation, an extension of time or other contractual relief, CIB and Manager shall promptly meet to discuss the claim and



whether it should be granted or denied. Once an agreement is reached as to the asserted claim, CIB and Manager shall confirm that agreement, in writing, and shall proceed in accordance therewith. If CIB and Manager agree to deny the claim and it is thereafter pursued, CIB and Manager shall cooperate with one another in the defense of the claim.

- (E) If either CIB or Manager should discover or suspect a defect, deficiency or delay in the design, construction or delivery of a Project, it shall immediately advise the other party in writing. CIB and Manager shall promptly meet to discuss the potential defect, deficiency or delay and, if confirmed, shall reach agreement as to the steps necessary to address and resolve such issue. Once an agreement is reached it shall be confirmed, in writing, and CIB and Manager shall proceed in accordance therewith.
- (F) When a contractor or supplier asserts that it has achieved substantial completion of a Project (or a portion thereof), CIB and Manager shall meet with one another and with Architect and Construction Manager to review the work or supplies performed or delivered to date, including the contractor's or supplier's punch list. Based upon that review, CIB and Manager shall determine whether substantial completion has been achieved and whether additional defective or incomplete items need to be added to the punch list. Substantial completion shall be confirmed by Manager, CIB, Architect, Construction Manager and the applicable contractor or supplier signing a certificate of substantial completion.
- (G) Upon substantial completion of a Project (or portion thereof), CIB and Manager shall cooperate with one another as Manager takes occupancy and/or begins use of that Project (or portion thereof), including CIB and Manager providing prompt written notice to the other of any defect or deficiency subsequently discovered and the enforcement of warranty and/or correction of work obligations as against the applicable contractor and/or supplier.

19) If during the course of any Project CIB or Manager discovers or has reason to believe that there has been or may be a deviation from the applicable Program, Budget or Schedule for that Project (collectively, the "Project Parameters"), or that the Project Parameters for that Project are not compatible (meaning the applicable Program requirements cannot be provided within the applicable Budget and applicable Schedule), CIB and Manager shall immediately advise the other and shall, in a good faith effort to address and resolve the issue, promptly meet and confer with each other, Architect and Construction Manager in an effort to re-establish conformance with the applicable Program, Budget and/or Schedule or to take such other action as may be necessary, including the following:

- (A) Advise and direct Architect, Construction Manager, or any contractor or supplier who has deviated from the Project Parameters, without approval, to take such action at their own expense as may be necessary to re-establish compliance with the applicable Program, Budget or Schedule and, should they fail to do so, CIB and Manager shall agree on the remedial action to be taken against the person or entity responsible for such deviation (any damages or compensation payable under the Design Agreements, the C/M Agreements, any contractor/supplier agreement or otherwise by such person or entity due to delays shall be paid to Manager; any damages or compensation payable under the Design Agreements, the C/M Agreements, any contractor/supplier agreement or otherwise by such person or entity for a reason other than delay shall be added to the Project Budget (as contingency) and/or paid to Manager as mutually agreed by CIB and Manager);
- (B) Consult with Architect, Construction Manager, contractors and/or suppliers to identify, evaluate and consider, as necessary, available options to address and resolve the pending issues, including value engineering, the use of bid alternates, other cost savings options or possible adjustments to the then approved Project Parameters.

Once CIB and Manager have reached agreement as to how to address and resolve an issue, CIB shall give appropriate direction to Architect, Construction Manager, contractors and/or suppliers to implement the agreed decision. Unless otherwise agreed to by CIB and Manager in writing, the performance of any design services, the providing of any work or the procurement of any materials, equipment or supplies that are directly affected by a change, development or other occurrence, including when the applicable Project Parameters are not compatible, shall be suspended while CIB and Manager consider available options and such services, work or procurement shall resume when an agreement between CIB and Manager has been reached and confirmed in writing, but non-affected design services, work and procurement shall continue without interruption.

### **Disputes and Standing Neutral**

20) In the event a dispute arises between CIB and Manager regarding the design and/or construction of any phase or portion of the Global Projects, or if CIB and Manager cannot agree on a required decision relating thereto, CIB and Manager shall use best efforts to promptly consider and resolve such dispute or disagreement (hereafter collectively "Dispute") under the Procedure 20(A) below and, if those efforts are not successful and the Dispute is not subject to determination by the Operations Review Committee or the Technology Review Committee, the Dispute shall be submitted to the Standing Neutral in accordance with the Procedure 20(B) below.

- (A) Either CIB or Manager may provide written notice to the other of a Dispute, including a written description of the Dispute, with the date of delivery of such notice hereafter referred to as the "Notice Date". Within three (3) Business Days of the Notice Date, CIB's representative assigned to the Project and Manager's representative assigned to the Project shall meet and

confer in good faith to determine if the Dispute can be mutually resolved and, if so, to confirm the agreement reached, in writing.

(B) If the Dispute is not resolved within three (3) Business Days of the Notice Date under Procedure 20(A) above and the Dispute is not subject to determination by the Operations Review Committee or the Technology Review Committee, either CIB or Manager may submit the Dispute to the Standing Neutral identified in Procedure 20(C) below (or to a replacement Standing Neutral if necessary) as follows:

(i) The party submitting the Dispute shall send a summary description of the Dispute, including its position with respect thereto, to the Standing Neutral ("Initial Submittal"), with a copy also sent to the other party (both to be delivered either in person or by prepaid overnight courier service);

(ii) The party receiving the Initial Submittal shall, within three (3) Business Days of its receipt, send its summary description of the Dispute, including its position with respect thereto, to the Standing Neutral ("Response Submittal"), with a copy also sent to the other party to this Agreement (both to be sent the same date by electronic mail);

(iii) Within three (3) Business Days of receiving the Response Submittal, or within five (5) Business Days of receiving the Initial Submittal (if a Response Submittal is not timely received), the Standing Neutral shall schedule and hold a conference call ("Scheduling Call") with both CIB and Manager, including their respective counsel. During the Scheduling Call the Standing Neutral shall preliminarily discuss the Dispute and the schedule and procedure for considering the Dispute with both parties, including the following:

(1) The positions of the parties with respect to the Dispute;

(2) If a Response Submittal was not timely filed, the reason for that omission and a requirement that such party then describe its position with respect to the Dispute;

(3) The time period, not to exceed three (3) Business Days following the Scheduling Call, in which each of the parties shall, on the same day, send by electronic mail to the Standing Neutral and the other party a more detailed written description of the Dispute and their position with respect thereto, along with documents that provide background and other information relevant to the Dispute and their position with respect thereto; and

- (4) A meeting shall be scheduled in Indianapolis, Indiana not more than five (5) Business Days after the Scheduling Call to further consider the Dispute ("Dispute Meeting") in accordance with Procedure 20(B)(iv) below.
- (iv) At the Dispute Meeting:
- (1) Each party shall be given an equal amount of time as determined by the Standing Neutral to present information relating to and their argument with respect to the Dispute;
  - (2) The Standing Neutral shall have the option to question the parties with respect to the Dispute;
  - (3) A court reporter shall be hired (with the costs to be shared equally between CIB and Manager) to record and transcribe both parties' presentation of information and argument at the Dispute Meeting, including all questions raised by the Standing Neutral and the answers provided by representative of the parties, who shall provide such answers under oath as administered by the court reporter; and
  - (4) The Standing Neutral may also request, at his or her discretion, that following the Dispute Meeting the parties provide written responses and information to certain questions or other requests raised by the Standing Neutral, with such submissions to be made no later than three (3) Business Days after the Dispute Meeting, with both parties to send their submission on the same date, by electronic mail, to both the Standing Neutral and the other party;
- (v) If the Standing Neutral is able to resolve the Dispute in a manner acceptable to both CIB and Manager at any time during the procedure outlined above, the Standing Neutral shall prepare a written description of the resolution, which shall be signed by both CIB and Manager to acknowledge their agreement thereto;
- (vi) If a resolution is not reached, the Standing Neutral shall, no later than seven (7) Business Days after conclusion of the Dispute Meeting, issue and send to both parties the Standing Neutral's written decision on the Dispute, setting forth in detail the Standing Neutral's determination on how the Dispute is resolved, including answers to decisions required for the Project that were in dispute, along with a summary description of the basis for the Standing Neutral's decision;

(viii) Both CIB and Manager will abide by and implement a decision rendered by the Standing Neutral in accordance with Procedure 20(B)(vi) above during the remaining period in which the design and construction of the particular Project (or portion thereof) that is the subject of the Dispute is being completed. However, once such Project (or portion thereof) has reached substantial completion, either party shall then have the right to contest the decision and request that it be overturned in formal dispute resolution proceedings, including pursuant to Section 32(c) of the Agreement. The written decision of the Standing Neutral, the transcription of the Dispute Meeting and all written submissions made by the parties to the Standing Neutral may be presented as evidence in the subsequent proceeding. To the extent that Architect and/or Construction Manager are involved with the Dispute and their inclusion is required in the formal dispute resolution proceedings in order to provide for complete resolution of all related claims in one consolidated proceeding, CIB and Manager agree to adopt and follow the dispute resolutions procedures as found in both the Design Agreements and the C/M Agreements, in order to permit and provide for the inclusion of all involved parties in one consolidated proceeding in which all outstanding issues can be addressed and resolved.

(ix) Notwithstanding the process above, the parties agree to utilize a more expedited process if circumstances are such that a more expedited process is needed in order to maintain the Schedule for the applicable Project.

(C) The parties hereby select Russ Simmons as the original Standing Neutral and Mike Wolley as the replacement Standing Neutral. In the event the original Standing Neutral resigns or is unable to consider the Dispute, by reason of death, mental incapacity, physical incapacity or unavailability within the required time periods due to travel or conflicting commitments, the replacement Standing Neutral shall consider the Dispute.

If the unavailability of the original Standing Neutral is only temporary, then the replacement Standing Neutral shall serve only for the Dispute for which the original Standing Neutral is unavailable. If the incapacity or unavailability of the original Standing Neutral is permanent, then the replacement Standing Neutral shall continue to serve for all subsequent Disputes, if any, until the applicable Project is completed or until the replacement Standing Neutral is unable or unavailable to perform, in which event the parties shall cooperate in good faith to jointly select another replacement Standing Neutral as soon as possible. The Standing Neutral shall be paid on an hourly rate basis and shall also be entitled to recover his or her out of pocket costs for transportation, lodging and other direct costs

incurred in rendering his or her services, with CIB and Manager to each be responsible for and pay 50% of such costs.

EXHIBIT K

Annual Technology Budget

January 1, 2023 - \$6,606,878\*

July 1, 2028 - \$16,203,571

July 1, 2029 - \$16,203,571

July 1, 2030 - \$16,203,571

July 1, 2031 - \$16,203,571

July 1, 2032 - \$16,203,571

July 1, 2033 - \$16,203,571

July 1, 2034 - \$16,203,571

Notwithstanding the foregoing schedule, to the extent funding is available to CIB pursuant to a CIB approved cash fund policy, CIB will fund up to \$11,342,500 on each of July 1, 2025, July 1, 2026 and July 1, 2027 and any such funded amounts would be credited against the last scheduled payments above. For purposes of example only, if CIB funded \$11,342,500 on each of July 1, 2025, July 1, 2026 and July 1, 2027, the schedule would be adjusted as follows:

January 1, 2023 - \$6,606,878\*

July 1, 2025 - \$11,342,500

July 1, 2026 - \$11,342,500

July 1, 2027 - \$11,342,500

July 1, 2028 - \$16,203,571

July 1, 2029 - \$16,203,571

July 1, 2030 - \$16,203,571

July 1, 2031 - \$16,203,571

July 1, 2032 - \$14,583,213

July 1, 2033 - \$0

July 1, 2034 - \$0

\* Subject to deduction pursuant to Procedure 6 in Exhibit J.

EXHIBIT L

Intentionally Omitted



EXHIBIT M

Liquidated Damages

Date of Relocation Default	Liquidated Damages
7/1/19 – 6/30/20	\$750,000,000
7/1/20 – 6/30/21	\$750,000,000
7/1/21 – 6/30/22	\$750,000,000
7/1/22 – 6/30/23	\$750,000,000
7/1/23 – 6/30/24	\$750,000,000
7/1/24 – 6/30/25	\$750,000,000
7/1/25 – 6/30/26	\$750,000,000
7/1/26 – 6/30/27	\$750,000,000
7/1/27 – 6/30/28	\$750,000,000
7/1/28 – 6/30/29	\$750,000,000
7/1/29 – 6/30/30	\$500,000,000
7/1/30 – 6/30/31	\$500,000,000
7/1/31 – 6/30/32	\$500,000,000
7/1/32 – 6/30/33	\$500,000,000
7/1/33 – 6/30/34	\$500,000,000
7/1/34 – 6/30/35	\$500,000,000
7/1/35 – 6/30/36	\$500,000,000
7/1/36 – 6/30/37	\$500,000,000
7/1/37 – 6/30/38	\$500,000,000
7/1/38 – 6/30/39	\$500,000,000
7/1/39 – 6/30/40	\$410,000,000
7/1/40 – 6/30/41	\$320,000,000
7/1/41 – 6/30/42	\$230,000,000
7/1/42 – 6/30/43	\$140,000,000
7/1/43 – 6/30/44	\$50,000,000
First Extended Term	\$0
Second Extended Term	\$0
Third Extended Term	\$0