

**SECOND AMENDMENT TO AMENDED AND RESTATED VIRGINIA AVENUE
PARKING GARAGE PARKING AGREEMENT**

This SECOND AMENDMENT TO AMENDED AND RESTATED VIRGINIA AVENUE PARKING GARAGE PARKING AGREEMENT (this "**Second Amendment**") is made this 17th day of April, 2019 (the "**Second Amendment Effective Date**"), by and among The Capital Improvement Board of Managers of Marion County, Indiana (the "**CIB**"), Pacers Basketball, LLC, an Indiana limited liability company ("**PBLLC**"), and Fieldhouse Management, LLC, an Indiana limited liability company ("**Manager**"). CIB, PBLLC, and Manager are sometimes hereinafter, collectively, referred to as the "**Parties**".

RECITALS

A. The Parties entered into that certain Amended and Restated Virginia Avenue Parking Garage Parking Agreement on April 21, 2014, with an effective date of January 1, 2014 (the "**Original Agreement**"), and that certain First Amendment to Amended and Restated Virginia Avenue Parking Garage Parking Agreement dated December 14, 2015 (the "**First Amendment**"). The Original Agreement, as amended by the First Amendment, is referred to herein as the "**Agreement**").

B. The Parties desire to amend the Agreement as set forth below.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Special Day Event Garage Spaces.** In Section 3.06 of the Agreement the phrase "three hundred (300) standard automobile parking spaces in the Virginia Avenue Parking Garage (the "**Special Day Event Garage Spaces**")" is hereby deleted and replaced with "one hundred fifty (150) standard automobile parking spaces in the Virginia Avenue Parking Garage (the "**Special Day Event Garage Spaces**")". Notwithstanding anything to the contrary in the Agreement or the Operating Agreement (as amended), if the CIB fails to provide the Special Day Event Garage Spaces for a Special Day Event as required by the Agreement (as amended by this Second Amendment), the CIB shall promptly pay liquidated damages to Manager in the amount of \$15.00 (such amount to 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) for each Special Day Event Garage Space requested by Manager for such Special Day Event that was not so provided and this shall be Manager's sole and exclusive remedy for such failure.

2. **Parking Revenue Pool.** For the avoidance of doubt, the amount of gross income, fees, compensation and other revenue from the Parking Revenue Pool for each Event for purposes of Section 7.02 of the Agreement shall be determined by multiplying the number of Unused Parking

Space Occupants for such Event by an amount equal to the average fee charged to vehicles admitted to the Virginia Avenue Parking Garage during the Parking Revenue Measurement Period (exclusive of those vehicles gaining admission through (i) a Permitted License or (ii) the presentation of a sticker, card, pass or other means allowing access without charge through an arrangement with the CIB or its agents or Parking Managers), such average fee to be determined by dividing the total fees charged to such vehicles by the number of such vehicles.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the Second Amendment Effective Date.

“CIB”

THE CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY, INDIANA

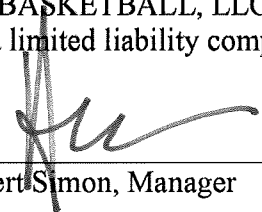
By:  _____

Printed: Melina Kennedy _____

Title: President _____

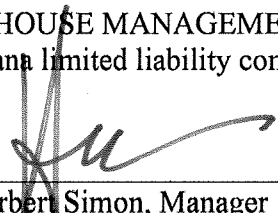
“PBLLC”

PACERS BASKETBALL, LLC,
an Indiana limited liability company

By: 
Herbert Simon, Manager

“Manager”

FIELDHOUSE MANAGEMENT, LLC,
an Indiana limited liability company

By: 
Herbert Simon, Manager