AMENDED AND RESTATED PRE-OPENING CONSULTING AND MANAGEMENT AGREEMENT

BETWEEN

City of Fishers, Indiana

AND

ASM Global Arena Management, LLC

Dated as of _____, 2023

AMENDED AND RESTATED PRE-OPENING CONSULTING AND MANAGEMENT AGREEMENT

THIS AMENDED AND RESTATE PRE-OPENING CONSULTING AND MANAGEMENT AGREEMENT (this "Agreement") dated as of the ____ day of December, 2023 (the "Effective Date"), by the City of Fishers, Indiana, One Municipal Drive, Fishers, Indiana 46038, a municipal corporation organized and existing pursuant to the laws of the State of Indiana (the "City") and ASM Global Arena Management, LLC, a Delaware limited liability company, whose current address is 800 Olympic Boulevard, 3rd Floor, Los Angeles, CA 90015 ("ASM Global", and with the City, the "Parties" and individually each a "Party").

RECITALS

WHEREAS, on or about August 1, 2023, the Parties entered into that certain Pre-Opening And Management Agreement pursuant to which the City engaged ASM Global to provide pre-opening consulting and management services for the Facility (the "Original Agreement");

WHREEAS, since that time, ASM and the City have worked closely on a myriad of deliverables concerning the Facility, including, without limitation, construction timelines, budgets, event scheduling and potential end users;

WHERAS, the City and ASM have also identified several areas of potential cost-savings regarding the Facility, and have worked together to achieve cost savings, where possible, including, without limitation, how and when the FF&E Inventory is procured for the Facility;

WHEREAS, the City and ASM now desire to amend the Original Agreement to provide that ASM will be responsible for procuring certain FF&E for the Event Center;

WHEREAS, the City intends to work with ASM Global to ensure high quality pre-opening and management services that enhance the use and enjoyment of the Facility; and

WHEREAS, the City and ASM Global intend that this Agreement constitute, and this Agreement shall constitute, a "Qualified Management Agreement" in compliance with applicable requirements of section 141 of the Internal Revenue Code, as amended, and Rev. Proc. 2017-13 (IRB 2017-6), and shall be interpreted in accordance with such requirements.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

"ADA" – the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213 as amended by the Civil Rights Act of 1991 (42 U.S.C. Section 1981(a)), as it now exists and as it may be amended in the future by statute or judicial interpretation.

"AGI" – Operating Revenues realized from Events and other operations, including the Facility's portion of event revenues.

"Affiliate" – a Person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified Person. For purposes of this definition, "control" means ownership of equity securities or other ownership interests which represent more than 40% of the voting power in the controlled Person.

"Agreement" – this Pre-Opening Consulting and Management Agreement dated to be effective as of the Effective Date, as this Agreement may be further amended, supplemented or modified in accordance with the terms hereof.

"Approved Budget" – any budget submitted by ASM Global and approved by the City pursuant to Section 5 hereof.

"ASM Global" – as defined in the first paragraph of this Agreement, together with its permitted successors and assigns.

"ASM Global Fee" – as defined in Section 4.3 hereof.

"Bonus" – annual compensation paid to designated ASM Global employees that is based upon the performance of the Facility, whether discretionary or based on a pre-determined formula (and excluding, for the avoidance of doubt, (1) base salary, (2) participation in employee benefit plans and programs and (3) relocation and severance payments).

"Budget Review Standard" - a standard to be mutually agreed to by ASM Global and the City establishing when budget line items can be reallocated to other budget items.

"CERCLA" – the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act.

"Capital Equipment" – any and all furniture, fixtures, machinery or equipment, either additional or replacement, having a per item original cost of $5,000 or more or an expected useful life of more than one year.

"Capital Improvements" – any and all building additions, alterations, renovations, repairs or improvements that have an initial dollar cost of not less than $5,000 per project.

"City" – as defined in the first paragraph of this Agreement, together with its permitted successors and assigns.

"City Reserved Right" – the reserved right of the City to enter into ongoing licenses, occupancy agreements, or rental agreements for the Facility in its sole discretion.

"Code" – the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations proposed or in effect with respect thereto.

"Commercial Rights"—sponsorship, advertising, naming, pouring and any similar rights that can be sold, leased or licensed to third parties except for the Indy Fuel Rights.

"Community Events" – those events described in Section 13.1(b) hereof.

"Confidential Information" – as defined in Section 2.6(iii) hereof.

"Consulting Services" – as defined in Section 2.5(a) hereof.

"Contract Administrator" – the administrative official(s) of the City as from time to time appointed by the City, or such individual person as may from time to time be authorized in writing by such administrative official to act for him/her with respect to any or all matters pertaining to this Agreement. The initial Contract Administrator on behalf of the City is each of Elliott Hultgren and Jennifer Messer.

"Corporation" – as defined in the Recitals of this Agreement.

"Corrective Action Plan" – as defined in Section 5.12.

"CPI" – the "Consumer Price Index" (Annual Average) for all urban consumers, U.S. city average, prepared by the Bureau of Labor Statistics, United States Department of Labor, or its successor or, if the index is discontinued, an equivalent index reported by a federal authority.

"Direct or Indirect Profit" – any monetary compensation, other than for reasonable and actual costs of providing goods, services, supplies, products or equipment (including carrying costs of facilities), whether in the form of a payment, credit, rebate, refund, kick-back, revenue sharing, royalty, profit participation, equity participation, barter consideration in the form of goods or services, or any other device, however denominated, and whether similar or dissimilar to any of the foregoing, received by ASM Global and/or any of its Affiliates, directly or indirectly, in any calendar year from or on account of the Net Operating Profit of the Facility.

"Effective Date" – as defined in the first paragraph of this Agreement.

"Event Expenses – any and all expenses incurred or payments made by ASM Global in connection with the occurrence of events at the Facility, including but not limited to costs for event staffing including ushers, ticket takers, security and other event staff, and costs relating to setup and cleanup.

"Events" – all events occurring at the Facility except for (a) Indy Fuel Events; and (b) Community Events.

"Facility" – the Fishers Event Center and adjacent pedestrian mall to be located on the Facility Site.

"Facility Fee" – a fee assessed on the sale of tickets for the benefit of the Facility, presently in an amount equal to Three and no/100 Dollars ($3.00) for every ticket that is sold for an Event or Indy Fuel Event (if ASM Global is selling the tickets). The City shall be entitled to waive the Facility Fee for Community Events.

"Facility Site" - the area depicted in "Exhibit F" attached hereto and incorporated herein.

"Fiscal Year" – a one year period beginning January 1st and ending December 31st; provided, however, the first Fiscal Year will begin on the date determined by the City and ASM Global and continue until December 31st of that calendar year.

"Food and Beverage Services" – all catering and concession services, including the sale of beverages including alcoholic beverages at the Facility.

"GAAP" - those conventions, rules, procedures and practices, consistently applied, affecting all aspects of recording and reporting financial transactions which are generally accepted by major independent accounting firms in the United States. If the City and ASM Global cannot agree on what constitutes GAAP, then the accounting firm then most recently engaged to prepare the annual financial report of the City shall make the determination on the request of either Party, unless such accounting firm is also the auditing firm for ASM Global, in which case a different nationally recognized accounting firm shall make such determination.

"Goodwill Obligation" – with respect to the Facility, the obligation not to contract with or otherwise enter into an agreement with a Person to hold events or provide services that (a) reasonably may be considered immoral, deceptive or obscene, or (b) injure or damage the reputation and goodwill of the City.

"Indy Fuel" - Indiana Hockey Club, LLC, an Indiana limited liability company, or its permitted successors or assigns.

"Indy Fuel Events" – Indy Fuel's hockey events, including set-up, pre-game activities, pre-season/regular season/post-season/playoff games and intermissions, and post-game activities as specifically described in the Indy Fuel License.

"Indy Fuel License" – that certain May 23, 2023, Event Center License Agreement by and between the Corporation and the Indiana Hockey Club, LLC.

"Indy Fuel Rights" – those certain rights allocated to Indy Fuel and attached hereto as Exhibit "H".

"Initial Contribution" - as defined in Section 4.4.

"Laws" – all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions, and summary of covenants included as Exhibit "I" ("Facility Covenants") concerning the use of the Facility and the Facility Site, as amended.

"Losses" – any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees); provided, however, such term shall not include consequential or punitive damages.

"Management Term" – the term of this Agreement, as defined in Section 3 hereof.

"Material Contract" – any contract (a) resulting in an Operating Expense greater than $300,000.00 (excluding reimbursed end-of-show costs) (b) constituting a lease agreement or sublease agreement for real property; (c) with a concessionaire or security provider for a term in excess of one (1) month; (d) between ASM Global and any Affiliate; or (e) that is a license (for occupancy), other form of occupancy agreement, or rental agreement containing a term exceeding a duration of six (6) months.

"Minimum Event Amount" – as defined in Section 5.11(i).

"Minimum Event Failure" – as defined in Section 5.11(i).

"Minimum Event Failure Notice" – as defined in Section 5.11(i).

"Net Operating Loss/Profit" – with respect to a Fiscal Year, the excess, if any, of Operating Expenses for such Fiscal Year over Operating Revenues for such Fiscal Year, in the case of a loss, and the excess, if any, of Operating Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year, in the case of a profit.

"Operating Expenses" – commercially reasonable expenses paid or incurred by ASM Global in connection with the performance of its obligations under this Agreement, including, but not limited to: (i) all expenses incurred by ASM Global in the operation of the Facility at any time during the Management Term; (ii) all Facility personnel costs incurred by ASM Global or any of its Affiliates; (iii) all costs of ASM Global corporate personnel to the extent engaged solely in activities solely for the benefit of the Facility; (iv) the reasonable and equitable *per diem* charge for personnel of ASM Global or any of its Affiliates assigned to special projects for the Facility; (v) all costs incurred by ASM Global or any of its Affiliates in performing its services under this Agreement, including without limitation air and ground transportation, meals, lodging, taxis, gratuities, document reproduction, printing, promotional materials, stationery, postage, long distance telephone calls and facsimiles; (vi) payments made or incurred by ASM Global or any of its Affiliates, or their respective employees to any third party for goods and services in the ordinary course of business in the operation of the Facility; (vii) insurance premiums and insurance broker fees, insurance retentions/deductibles, insurance adjusting fees and related expenses, and the costs of procuring, administering and maintaining the insurance referred to in Section 8.2; (viii) the cost of compliance with the Laws, and legal and accounting expenses (including, without limitation, audits) and attorneys' fees and costs (including insurance retentions/deductibles); and (ix) all taxes imposed by any governmental entity against any reimbursements payable to ASM Global under this Agreement for expenses incurred for the City's account, including the other Operating Expenses listed in this definition. Notwithstanding the foregoing, any expense incurred and paid by ASM Global that is not specifically included in an Approved Budget, shall be preapproved in writing by the City to qualify as an Operating Expense.

Moreover, Operating Expenses shall exclude the following, which expenses City shall be solely responsible for: (A) property taxes or similar charges levied on the Facility; (B) the cost of any Capital Equipment and Capital Improvements; (C) any reserve for (x) the replacement of furniture, fixtures and equipment or (y) any future capital expenditures; (D) principal, interest or any other amounts payable by City in connection with any financing secured by or in connection with the Facility; (E) depreciation and amortization expenses (determined in accordance with

GAAP); (F) emergency repairs, as set forth in Section 5.10; (G) pre-existing obligations, including legal liabilities, pending or future liabilities that arose from claims occurring prior to the Effective Date; (H) costs and expenses incurred by City for legal and accounting services in the ordinary course of business; (I) costs and expenses associated with any improvement, alteration, addition or change to the Facility; (J) the ASM Global Fee; and (K) any other costs and expenses of City that are not directly related to ASM Global's operation of the Facility. Notwithstanding anything herein to the contrary, if included within an Approved Budget or upon the written request or written approval of the City if any Affiliate of ASM Global provides certain corporate overhead-type services on behalf of ASM Global and its Affiliates, including without limitation services related to information technology (i.e., IT), finance, legal, payroll or human resources, ASM Global shall be permitted to include within the definition of "Operating Expenses" an expense equal to the reasonable cost of such expenses incurred by ASM Global or its Affiliates. Except to the extent contrary to the express terms of such definition, Operating Expenses shall be determined in accordance with GAAP.

"Operating Revenues" – except for those sources of revenue resulting from the Indy Fuel Rights and the Facility Fee, (a) any and all revenues and income of every kind or nature derived directly or indirectly from owning, operating, managing or promoting the Facility, including, but not limited to: license, lease and concession fees and rentals, revenues from merchandise sales, advertising and sponsorship sales and renewals (including without limitation revenues from the sale of naming rights), event sponsorship revenues, equipment rentals, utility revenues, box office revenues, ticket surcharges (if any), ticket service fees, parking revenues, food service and concession revenues (however, if such revenues are collected in the first instance by and retained by the concessionaire, the amount of such revenues owed by the concessionaire to the Facility shall be included as Operating Revenues), commissions or other revenues from decoration and set-up, security and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, the amount of such revenues owed by such contractors to the Facility shall be included as Operating Revenues), and interest revenues, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis. For the sake of clarity, the parties acknowledge that revenues from the sale of tickets for events at the Facility are not Operating Revenues, but are instead revenues of the promoter and/or performer of each such event; to the extent that ASM Global collects such ticket sale revenue on behalf of such promoter and/or performer, such ticket sale revenue shall be the source of funds from which ASM Global collects the rental charges and other event/Facility reimbursements due by such promoter and/or performer for use of the Facility, which such charges and reimbursements are Operating Revenues hereunder.

"Operational Year" – a year during which the Facility is operational.

"Person" – any individual, general partnership, limited partnership, limited liability partnership, partnership, corporation, joint venture, trust, business trust, limited liability company, cooperative, county, district, authority, municipality, political subdivision or other entity of the State or United States of America, or association, and the successors and assigns of any of the foregoing and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and vice versa.

"Pre-Existing Agreements" – the Indy Fuel License.

"Pre-Opening Budget" – as defined in Section 2.5(g)(i) hereof.

"Pre-Opening Consulting Period" – the period commencing on the Effective Date and ending upon the opening of the Facility to the public.

"Pre-Opening Fund" – an interest-bearing account in the name of ASM Global established with an Indiana banking institution mutually agreed upon by the parties and as further defined in Section 2.5(g)(ii) hereof; the interest earned on such account accruing to the benefit of the City and used for pre-opening expenses and/or FF&E Inventory as directed in writing by the Contract Administrator; provided ASM Global shall be authorized to transfer such funds to an operating account for the Facility to ensure adequate funding and liquidity of operations.

"Qualified Management Agreement" – an agreement that complies with the applicable requirements of section 141 of the Code and Rev. Proc. 2017-13 (IRB 2017-6).

"Related Party" – any Person who is a "related person" within the meaning of Section 144(a)(3) of the Code.

"Renewal Contribution" – as defined in Section 4.4.

"Renewal Term" – the additional period for which this Agreement may be renewed in accordance with Section 3 hereof beyond the initial Management Term.

"Scheduling Goals" – the Scheduling Goals submitted by ASM Global to the City in response to the RFP and attached hereto as "Exhibit G".

"State" – the State of Indiana.

"Tax-Exempt Bonds" – as defined in Section 2.8.

"Third Party Report" – as defined in Section 5.12(i).

"Third Party Review" – as defined in Section 5.12(i).

"Ticketing Surcharge" - the Facility's portion of any fees imposed by the ticketing provider for Events, which Ticketing Surcharge shall not be interpreted to include any amount retained by the promoter or sales or distribution company.

2. Engagement of ASM Global; Scope of Services.

2.1 Engagement.

(a) General Scope. The City hereby engages ASM Global to provide the Consulting Services for the Facility during the Pre-Opening Consulting Period and, subject to the City Reserved Right and Indy Fuel Rights, promote, operate and manage the Facility during the Management Term and the Renewal Term, if any, and ASM Global hereby accepts such engagement, all upon the terms and conditions hereinafter set forth.

(b) Manager of the Facility. Subject to the terms of this Agreement, ASM

Global shall be the sole and exclusive manager of the Facility to manage, operate and promote the Facility during the Management Term and the Renewal Term, if any; provided, however, the City reserves the right to concurrently promote and advertise the Facility. In such capacity, ASM Global shall have exclusive authority over the day-to-day operation of the Facility and all activities therein; provided that ASM Global shall (i) follow (y) the Laws, and (z) all policies and guidelines of the City hereafter established or modified by the City that the City notifies ASM Global in writing are applicable to the Facility (including without limitation any methodology pertaining to the allocation of any costs and expenses by the City to the Facility as permitted herein) and (ii) operate the Facility in compliance with this Agreement; provided further that to the extent that such policies or guidelines hereafter established or modified by the City adversely affect revenues or expenses at the Facility, then and in that event, the ASM Global Fee set forth in Section 4.3 below shall be appropriately adjusted, subject to Section 2.7, so that it reflects the additional costs or reduced revenues resulting from such established or modified policies or guidelines such that ASM Global is compensated from the ASM Global Fee in the same fashion as herein set forth had such policies or guidelines not been implemented.

(c) Approval of the City. To the extent that the approval of the City is required under the terms of this Agreement, the approval of the Contract Administrator shall constitute the approval of the City, except to the extent the approval of another Party is expressly required by the terms of this Agreement.

(d) City Reserved Right. To the extent the City exercises the City Reserved Right and such exercise directly results in reduced Operating Revenues, the City and ASM Global shall, in good faith, negotiate an adjustment to the ASM Global Fee set forth in Section 4.3 below, subject to Section 2.7, so that it reflects the reduced Operating Revenues resulting from the City's exercise of the City Reserved Right such that ASM Global is compensated from the ASM Global Fee in the same fashion as herein set forth had such City Reserved Right not been exercised.

2.2 Scope of Services – Generally.

ASM Global shall perform and furnish such management services and systems as are appropriate or necessary to operate, manage and promote the Facility in a manner consistent with ASM Global's policies and procedures and the operations of other similar first-class facilities.

2.3 Specific Services.

Without limiting the generality of the foregoing, and subject to the terms of this Agreement and the Pre-Existing Agreements, ASM Global shall have, without (except as otherwise expressly noted below) any prior approval by the City, sole right and authority to:

(a) employ, supervise and direct employees and personnel consistent with the provisions of this Agreement; provided, however, the City shall have the right to preapprove the hire of any Person serving in the position of General Manager for the Facility;

(b) negotiate, execute in ASM Global's name as agent for the City, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising agreements, concession agreements, supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, snow removal, general maintenance and maintenance and inspection of HVAC systems, elevators, stage equipment, fire control panel and other safety equipment, staffing and personnel needs, including guards and ushers, and other services which are necessary or appropriate) and all other contracts and agreements in connection with the management, promotion and operation of the Facility, provided that (i) if any such license, agreement, commitment or contract other than those involving the license or rental of the Facility in the ordinary course has a term that extends beyond the remaining Management Term or Renewal Term, as the case may be, such license, agreement, commitment or contract shall be approved and executed by the City (which approval shall not be unreasonably withheld), and (ii) if any such license, occupancy agreement, or rental agreement constitutes a Material Contract, such agreement, commitment, or contract shall be approved in writing by the City. In connection with any licenses, agreements, commitments or contracts for the Facility, ASM Global will use best efforts to include in such documents the right of ASM Global to assign all of its rights and obligations under such licenses, agreements, commitments and contracts to the City (or to any successor management company retained by the City) upon the expiration or termination of this Agreement, and upon such expiration or termination, such assignment and assumption shall automatically occur as provided in Section 12.2(iii) hereof;

(c) maintain the Facility in the condition received, reasonable wear and tear excepted; provided that the City shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.8;

(d) rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Facility; provided that the City shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases pursuant to Section 5.8;

(e) in consultation with the City, establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Facility to be negotiated by ASM Global in the course of its management, operation and promotion of the Facility. All rates charged by ASM Global for the use, operation or services related to the Facility shall be (i) expressly approved by City, or (ii) the rates and a general description of the methodology for setting such rates shall be reviewed and approved by the City during the annual budget review process as further described in Section 5.3, or (iii) the rates charged shall be reasonably and customary as specifically determined by, or negotiated with, an independent third party with experience in determining such rates based upon facilities similar to the Facility;

(f) pay, when due, on behalf of the City, all Operating Expenses from accounts established pursuant to Sections 5.6 and 5.7 of this Agreement;

(g) after consultation with the Contract Administrator or her or his designee, institute as agent for the City and at the reasonable expense of the City, with counsel selected by ASM Global, such legal actions or proceedings as ASM Global shall deem necessary or

appropriate in connection with the operation of the Facility, including, without limitation, to collect charges, rents or other revenues due to the City or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Facility;

(h) maintain a master set of all booking records and schedules for the Facility;

(i) provide day-to-day administrative services in support of its management activities pursuant to the Approved Budget and annual plans described herein, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management; personnel management; record-keeping; collections and billing; and similar services;

(j) engage in such advertising, solicitation, and promotional activities as ASM Global deems necessary or appropriate to develop the potential of the Facility and the cultivation of broad community support (including without limitation selling advertising inventory and securing product rights for the Facility). ASM Global shall work with the City, its local convention and tourism bureau(s) to market the Facility for conventions, trade shows and public entertainment shows. In connection with its activities under this Agreement, including without limitation advertising relating to the Facility, ASM Global shall be permitted to use those marks, terms, and logos provided to ASM Global by the City in its advertising;

(k) exclusively provide all Food and Beverage Services;

(l) exclusively manage the sale and use of all Commercial Rights; and

(m) promote the Facility and seek and schedule agreements with performers and promoters that (i) are within the Approved Budget (except for those deemed "Outlying Performance Agreements" within the terms of the Approved Budget); (ii) meet or exceed the Scheduling Goals; and (iii) satisfy the Goodwill Obligation.

2.4 Right of Entry Reserved.

Representatives of the City designated in writing by the Contract Administrator shall have the right to enter all portions of the Facility to inspect same, to observe the performance of ASM Global of its obligations under this Agreement, and upon reasonable advance notice to ASM Global and at appropriate times, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of the City under this Agreement. The City shall not interfere with the activities of ASM Global hereunder, and the City's actions shall be conducted such that disruption of ASM Global's work shall be kept to a minimum. Nothing in this Section shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

2.5 Consulting Services.

(a) During the Pre-Opening Consulting Period, ASM Global will provide to the City (i) the pre-opening operational consulting and management services described in Exhibit "A" hereto, (ii) the pre-opening design, development and construction consulting services described in Exhibit "B" hereto and (iii) the consulting services relating to furniture, fixtures and equipment for the Facility described in Exhibit "C" hereto (collectively, the "Consulting Services").

(b) In rendering the Consulting Services, ASM Global will work with representatives, consultants and agents of the City as set forth in Exhibits "A", "B" and "C" hereto (including, without limitation, the architectural and engineering firm selected by the City for the design and construction of the Facility). ASM Global will make appropriate ASM Global personnel available to such firm on a reasonable basis from time to time to consult with and provide periodic reports regarding the performance of the Consulting Services.

(c) In rendering the Consulting Services, ASM Global expects to utilize its existing personnel; it is acknowledged that (unless ASM Global determines otherwise) no ASM Global personnel will be located full-time at the project site; ASM Global personnel will from time to time visit the site and participate in meetings with other agents, representatives and consultants of the City as necessary or appropriate in connection with the performance of the Consulting Services.

(d) As specified in Exhibit "A" hereto, ASM Global will, among other things, be authorized to execute in its name as agent for the City booking commitments, tenant/user agreements and licenses for use of the Facility following its opening to the public.

(e) The City acknowledges that ASM Global is not an architect, an engineer, or a legal advisor, and its consulting services provided under this Agreement with respect to the Facility are based on its operational knowledge and should not be construed as a representation of architectural or engineering practices or a legal representation or interpretation of any Laws, including, but not limited to, the ADA. Neither the City nor any of their respective agents, consultants or representatives will rely upon ASM Global as having architectural, engineering, or legal expertise. Accordingly, notwithstanding anything to the contrary contained herein, ASM Global shall have no liability to the City with respect to architectural, engineering, or legal matters relating to the foregoing.

(f) ASM Global personnel assigned by ASM Global to perform the Consulting Services shall be available on a reasonable basis in order to perform the Consulting Services.

(g) (i) ASM Global has submitted to the City, for the City's approval, a pre-opening operating budget (the "Pre-Opening Budget"), a current draft of which is attached as Exhibit "D". The City shall review such proposed Pre-Opening Budget and shall submit any comments to ASM Global as promptly as possible so that the Pre-Opening Budget can be finalized, approved and funded by the City in the amount and on the deposit dates included therein. ASM Global shall be entitled from time to time to revise and update such Pre-Opening Budget to reflect changed circumstances, provided that, prior to effectiveness, any revised Pre-Opening Budget shall require the re-approval of the Contract Administrator. During the Pre-Opening Consulting Period, ASM Global's aggregate expenditures (subject to Budget Review Standard, when taken as

a whole relative to the total Pre-Opening Budget and not on a per line-item basis) shall not exceed the aggregate Pre-Opening Budget, without the consent of the City. In the event that at any time during the Pre-Opening Consulting Period, ASM Global reasonably believes that its expenditures to date would indicate that it is either (i) likely to exceed budgeted amounts or (ii) there are insufficient funds to perform the Pre-Opening Services, ASM Global shall promptly give notice to the City.

(ii) In order to provide funding for the expenses set forth in the Pre-Opening Budget, the City shall deposit into the Pre-Opening Fund the amount equal to or greater than the amount required on each deposit date as provided in the Pre-Opening Budget. If, at the end of the Pre-Opening Consulting Period, there is a balance in the Pre-Opening Fund in an amount in excess of the then accrued expenses set forth in the Pre-Opening Budget, ASM Global shall disburse such excess to account or accounts established pursuant to Section 5.6 below. If, after the first day of any month, the amount of moneys on deposit in the Pre-Opening Fund shall be insufficient for the payment of (A) pre-opening expenses set forth in the Pre-Opening Budget then due or budgeted to become due during such month or (B) emergency expenditures to which the Contract Administrator has consented, ASM Global may, but shall not be required to, advance the amount of such insufficiency out of its funds. In that event, ASM Global shall immediately notify the City of any such advance, and the City shall promptly, but in no event later than the tenth (10th) day following the receipt such notice, reimburse ASM Global in an amount equal to such advance.

(iii) In addition to the amount required by the Pre-Opening Budget, City shall, by or before _____, deposit into the Pre-Opening Fund $4,400,000.00 (the "FF&E Funds") for the sole purpose of acquiring the items of FF&E included in the FF&E Inventory (as hereinafter defined in Exhibit C-1 and listed in Exhibit -2).

2.6 Confidentiality/Nondisclosure.

(a) Confidentiality/Nondisclosure. In connection with the performance of ASM Global's services hereunder, the City acknowledges that ASM Global may provide the City and its employees, agents and subcontractors (including without limitation the architectural and engineering firm retained for the Facility) with Confidential Information (as defined below). In addition, in connection with the performance of the services hereunder, ASM Global may provide to the City and its employees, agents and subcontractors with materials that are protected by copyright of ASM Global.

(i) The City agrees that, subject to applicable law, including, without limitation Ind. Code 5-14-1.5 *et. seq*. ("IN Public Access Act"), it shall keep secret and confidential any and all Confidential Information already disclosed and/or to be disclosed to it by ASM Global, and the City shall not divulge any such information, in whole or in part, to any third party except as is expressly permitted below in this Section 2.6.

(ii) The City shall not use any such information, except for the express purpose of utilizing it in connection with the management of the Facility. The City shall not directly or indirectly disclose or discuss any such information with any Person, other than employees, agents and subcontractors of the City who are directly concerned with the management

of the Facility, provided, however, that in the event of any such disclosure to its employees, agents and subcontractors, the City (i) shall first inform ASM Global of its desire to make such disclosure, (ii) if requested by ASM Global, shall require such employees, agents or subcontractors to execute and deliver to ASM Global prior to any disclosure by the City to him/her/it, an agreement acknowledging a receipt of a copy of the provisions of this Section 2.6 and agreeing to be bound by such provisions to the same extent as the City, and (iii) in any event, shall advise in writing all such Persons of the existence of the provisions of this Section 2.6 and of their responsibility to comply with such provisions.

(iii) "Confidential Information" means any and all information disclosed (orally, in writing, by inspection or otherwise) to the City by ASM Global pursuant to this Agreement and any information developed by the City and based upon the information disclosed to the City pursuant to this Agreement. Such information includes, but is not limited to, plans, proposals, and lists of furniture, fixtures and equipment. The restrictions upon confidentiality and use of Confidential Information set forth in this Section 2.6 do not apply to information which the City can demonstrate was publicly available or lawfully in its possession at the time of its disclosure to the City by ASM Global; however, Confidential Information shall not be deemed in the City's possession or publicly known simply because it is embraced by more general information in the City's possession.

(iv) With respect to any information or material which is protected by copyright of ASM Global, no part of such materials may be reproduced, stored in a data base and retrieval system or transmitted in any form or by any means - graphic, electronic, photocopying, recording, mechanical or otherwise - without the prior written permission of ASM Global.

(v) ASM Global acknowledges and agrees that, notwithstanding the provisions of this Section 2.6, the City shall fully and promptly comply with the IN Public Access Act, and, to the extent the IN Public Access Act conflicts with this Section 2.6, the IN Public Access Act shall supersede the terms and requirements hereof. To the extent that the City determines in its reasonable discretion that it must disclose Confidential Information pursuant to the IN Public Access Act, it shall provide ASM Global notice of such disclosure not less than five (5) days prior to disclosing such Confidential Information.

(b) Specific Performance. The City agrees that the provisions of this Section 2.6 are reasonable and necessary to protect the interests of ASM Global and that ASM Global's remedies of law for a breach of any of the provisions of this Section 2.6 will be inadequate and that, in connection with any such breach, ASM Global will be entitled, in addition to any other remedies (whether at law or in equity), to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm, or of the posting of a bond. Notwithstanding the foregoing, if a court of competent jurisdiction shall determine any of the provisions of this Section 2.6 to be unreasonable, ASM Global agrees to a reaffirmation of such provisions by such court to any limits which such court finds to be reasonable and the City will not assert that such provision shall be eliminated in their entirety by such court.

2.7 Qualified Management Agreement. The City and ASM Global intend that this Agreement shall constitute a "Qualified Management Agreement" in compliance with applicable requirements of Sec. 141 of the Code and Rev. Proc. 2017-13(IRB 2017-6) and shall be interpreted

in accordance with such requirements. With respect to any provisions of the Agreement relating to an adjustment to the ASM Global Fee for any reason, the Parties agree that any such adjustment shall be subject to and comply with the requirements of Rev. Proc. 2017-13.

2.8 Tax Covenant. ASM Global agrees that it will operate and manage the Facility in a manner which, to the extent of its rights and authority under this Agreement and as otherwise authorized by the City in writing, preserves the exemption from federal income tax interest on any federally tax-exempt bonds issued by, or on behalf of (including by the Corporation), the City in respect of the Facility (the "Tax-Exempt Bonds") and, in particular, to the extent of its rights and authority under this Agreement and as otherwise authorized by the City in writing, will comply with the requirements of Section 141(b) of the Code, Section 1.141-3 of the Treasury Regulations and Rev. Proc. 2017-13 relating to conditions under which Tax-Exempt Bond financed property will be considered used for an impermissible private use; provided, however that the foregoing shall not require ASM Global to breach any of the provisions of this Agreement unless such action is authorized and such breach is waived in writing by the City and the trustee, if any, for any Tax-Exempt Bonds. In the event that such requirements impose a material adverse financial burden on ASM Global not otherwise contemplated by this Agreement, or if it becomes necessary to amend this Agreement in order to preserve the exemption from federal income tax of interest on the Tax-Exempt Bonds, ASM Global and the City agree to negotiate in good faith and amend this Agreement, including the compensation to be paid to ASM Global, in a manner that maintains or restores to ASM Global the benefits expected to be received by it pursuant to the original terms of this Agreement.

2.9. Contracts with Related Parties. Notwithstanding anything to the contrary herein contained, ASM Global shall not enter into any contracts, as a result of which it, or any of its Affiliates or Related Parties to ASM Global, receives, directly or indirectly, any direct or indirect benefit (other than the receipt by the vendor of the stated contract consideration), including without limitation any rebate, kick-back, revenue sharing, royalty, profit participation, equity participation, barter consideration in the form of goods or services, or any other device, however, denominated and whether similar or dissimilar to any of the foregoing.

3. Term and Renewal.

The Management Term of this Agreement shall commence upon expiration of the Pre-Opening Consulting Period and end sixty (60) months thereafter, unless earlier terminated pursuant to the provisions of this Agreement. The City may, in its sole discretion, extend the Management Term on the same terms and conditions for one or more additional five-year periods (a "Renewal Term"). Notwithstanding the foregoing, the Management Term and any Renewal Term or Renewal Terms may not collectively in event exceed the lesser of (i) thirty (30) years or (ii) eighty-percent (80%) of the weighted average reasonably expected economic life of the Facility. With respect to each Renewal Term, the City shall first obtain an opinion of Bond Counsel that the Management Term, together with any Renewal Terms, comports with the provisions hereof and of Rev. Proc. 2017-13 (IRB 2017-6).

4. ASM Global's Compensation/Capital Contribution.

4.1 Pre-Opening Consulting Period.

As total compensation to ASM Global for its services during the Pre-Opening Consulting Period, the City shall pay ASM Global a fixed fee of (i) $5,000.00, per month during the Initial Construction Period; (ii) $7,500.00, per month for the twelve (12) months immediately prior to the Facility opening to the general public, which amount shall be pro rated with respect to partial months during the Initial Construction Period; and (iii) $91,000.00 paid by or before _____ in one (1) lump sum. The monthly fixed fee described in subsections (i) and (ii) shall be payable prior to the end of each month during the Pre-Opening Consulting Period.

4.2 [*Intentionally Omitted*].

4.3 ASM Global Fee.

(a) Amount. ASM Global shall be entitled to the ASM Global Fee (as defined herein below) with respect to each Fiscal Year during the Management Term or Renewal Term which shall be equal to the amount calculated in accordance with (i) below:

(i) The ASM Global Fee shall be an amount calculated with respect to each Fiscal Year equal to (y) six percent (6%) of AGI of the Facility up to $5 Million and no/100 Dollars, and (z) for each dollar over $5 Million and no/100 Dollars, seven percent (7%) of AGI of the Facility; and

(ii) Thirty percent (30%) of the Ticketing Surcharge

(jointly, the "ASM Global Fee").

The Parties hereto confirm and agree that based upon comparable industry standards the ASM Global Fee constitutes reasonable compensation to ASM Global for its services rendered under this Agreement for the Agreement Term and any Renewal Term. The Parties hereto further confirm and agree that for the avoidance of doubt that the ASM Global Fee is not based upon in any part the Net Operating Loss/Profit of the Facility.

(b) Payment. The ASM Global Fee determined pursuant to Section 4.3(a) above shall be payable to ASM Global within 30 days after the City's receipt of an invoice from ASM Global setting forth the ASM Global Fee owed for the previous Fiscal Year and the calculation therefor. The calculation of and amount of ASM Global Fee shall be subject to audit and review in the manner described in Section 6.1 hereof for a Fiscal Year. If the ASM Global Fee that was paid based on ASM Global's invoice differs from such recalculated amount, ASM Global shall promptly remit to the City any excess amount which was paid, or the City shall promptly pay the shortfall, as the case may be.

4.4 Capital Contribution. ASM Global shall pay to the City a capital contribution of (a) $1,000,000.00 (the "Initial Contribution") on or before September 1, 2023, and (b) $1,000,000.00 (the "Renewal Contribution") at the beginning of the first Renewal Term, each of

which shall be a grant to the City, amortized on a straight-line, non-interest-bearing basis over ten (10) years. For the avoidance of doubt, ASM Global shall not be liable for the Renewal Contribution, if this Agreement is not renewed for a Renewal Term. In the event of the expiration or termination of this Agreement for any reason, the City shall pay, or cause any successor management company to pay, to ASM Global unconditionally and without set-off the unamortized amount of the SMG Capital Contribution existing as of such expiration or termination. The payment of any such unamortized amounts shall be made to ASM Global no later than thirty (30) days following the effective date of such expiration or termination.

5. Funding; Budget; Bank Accounts.

5.1 Operating Funds.

Subject to Section 5.2, following the approval of the annual operating budget for a Fiscal Year (including, without limitation, any annual operating budget applicable to the first Fiscal Year during the term hereof), the City shall notify ASM Global of the appropriation of all funds necessary to pay all Operating Expenses incurred or accrued in such Fiscal Year. To the extent that Operating Revenues during a calendar quarter period are insufficient, or expected to be insufficient, to cover Operating Expenses plus, with respect to the first quarter of a Fiscal Year, the amount of the projected ASM Global Fee payable pursuant to Section 4.3(b) for the prior Fiscal Year ("Cash Flow Shortfall") for such period, the City shall advance funds to ASM Global as follows. Thirty (30) days prior to the beginning of each calendar quarter during the Management Term and any Renewal Term, ASM Global will submit to the City an invoice for the projected Cash Flow Shortfall for such quarter and the City will transfer such funds to ASM Global within five (5) days after the start of such calendar quarter. Such funds shall be deposited by ASM Global in the operating account(s) established pursuant to Section 5.6 and used to pay Operating Expenses.

5.2 Non-Funding.

(a) The City shall have no obligation to provide funds for the payment of Operating Expenses incurred or committed for after the date ASM Global receives written notice (an "Appropriation Deficiency Notice") of the fact that insufficient funds or no funds have been appropriated for the Facility.

(b) If the Appropriation Deficiency Notice is of insufficient funds, the City shall pay all Operating Expenses incurred or committed for (i) prior to ASM Global's receipt of the Appropriation Deficiency Notice; or (ii) that are within the aggregate level of funds previously appropriated. The City shall pay all Operating Expenses incurred or committed for prior to the date ASM Global receives the Appropriation Deficiency Notice. Any failure by the City to provide funds (beyond the aggregate level of appropriated funds) for the payment of Operating Expenses incurred or committed for after ASM Global receives an Appropriations Deficiency Notice shall not be a breach of or default under this Agreement by the City. Any failure by ASM Global to perform its obligations under this Agreement shall not be a breach of or default under this Agreement if such breach or default results from the City's failure to appropriate sufficient funds for the management, operation and promotion of the Facility.

(c) If the City appropriates funds at (or reduces appropriated funds to) a level that, in ASM Global's commercially reasonable judgment, renders the management of the Facility not feasible, including payment of the ASM Global Fee, ASM Global may, at its option, either (i) continue management of the Facility at a reduced level consistent with anticipated Operating Revenues and available funding or (ii) terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3). Following such termination, ASM Global shall have the right to resume management of the Facility at such time as the City shall first restore appropriated funds to reasonable levels.

5.3 Annual Budget.

(a) On or before the June 1st of each year of the Term or any Renewal Term, ASM Global will prepare a proposed annual operating budget for the next Fiscal Year to meet the scope of services and objectives under this Agreement. Such budget shall contain appropriate line items for Operating Revenues and Operating Expenses, and the projected net operating deficit or surplus. Subject to the Budget Review Standard, ASM Global shall be entitled to reallocate money from one line of the annual budget to another line of such budget; provided, in any event, such reallocation shall not result in a modification of the ASM Global Fee. The Annual Budget shall also include a line-item showing the projected ASM Global Fee, which ASM Global Fee shall be (i) calculated as set forth in Section 4.3, and (b) subject to review pursuant to Sections 4.3(b) and 6.1 hereof.

(b) The annual budget referred to in subparagraph (a) above shall be reviewed and is subject to approval by the City. On or before thirty (30) days prior to the end of each Fiscal Year, the City shall notify ASM Global of any changes to the annual operating budget for the succeeding Fiscal Year proposed by ASM Global and with such changes, if any, as are made by the City on or before thirty (30) days prior to the end of each Fiscal Year, such budget shall be the Approved Budget for the following Fiscal Year, provided that if the annual operating budget as proposed by ASM Global is modified by the City in a manner which, in ASM Global's judgment, could materially interfere, impede or impair the ability of ASM Global to manage, operate or promote the Facility, ASM Global shall have the right to terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3), and provided further that if the approved annual operating budget departs from the budget proposed by ASM Global, ASM Global shall not be construed to have breached its obligations under this Agreement if the alleged breach has been caused by the limitations in the Fiscal Year's budget.

(c) On or prior to (i) August 1st of 2023, ASM Global will submit a budget for (i) pre-opening services, and (ii) management services, to be provided during 2024; such proposed budget shall be treated in the same manner and create the same rights as the annual budget described in subparagraph (b) above, provided that the City shall notify ASM Global of any changes to such proposed budget by September 1, 2023

(d) Beginning in 2024, on or before June 1st of the Management Term or any Renewal Term, ASM Global will submit to the Contract Administrator its proposed operating budget for the upcoming Fiscal Year hereof; such proposed budget shall be treated in the same manner and create the same rights as the annual budget described in subparagraph (b) above,

provided that the City shall notify ASM Global of any changes to such proposed budget by July 1st.

(e) The operating budget for each Fiscal Year shall contain a line item for a "Senior Executive Personnel Bonus Pool" from which Bonuses to Senior Executive Personnel (as agreed by the Parties) may be paid by ASM Global subject to terms agreed to by the City and ASM Global; provided, however, that the amount of Bonuses that may be paid in any Fiscal Year during the Management Term shall not exceed a fixed amount to be agreed to by the Parties; provided further, that such fixed amount for each Fiscal Year after the initial Fiscal Year shall be increased by a percentage equal to the amount, if any, by which the CPI for the last month of the prior Fiscal Year exceeds the CPI for the first month of such Fiscal Year. For any partial year, such amount shall be prorated to reflect the actual number of days for the applicable Fiscal Year. The Senior Executive Bonus Pool shall be treated as an Operating Expense.

(f) Notwithstanding the budget review process described in this Section 5.3, the formula used to determine the ASM Global Fee shall not change, except as specifically provided in this Agreement, in which instance, any adjustment to the formula for the ASM Global Fee shall be subject to Section 2.7 for and compliance with the requirements of Rev. Proc. 2017-13.

5.4 Budget Modifications Initiated by ASM Global.

ASM Global may submit to the Contract Administrator at any time prior to the close of a Fiscal Year a supplemental or revised annual operating budget for such Fiscal Year. Upon the written approval of the City of such supplemental or revised budget, the Approved Budget for such Fiscal Year shall be deemed amended to incorporate such supplemental or revised budget. The Approved Budget may only be amended as set forth in Section 5.5 below or in the two preceding sentences except that ASM Global shall have the right to amend the Approved Budget as may be necessary or appropriate as the result of the scheduling by ASM Global of additional events or activities at the Facility (and the incurrence of additional Operating Expenses arising from the scheduling of additional events or activities at the Facility) as long as prior to the scheduling of such events or activities, ASM Global had a good faith belief that the projected Net Operating Loss/Profit for the Fiscal Year as set forth in the Approved Budget would not be increased as a result of such additional events or activities. Notwithstanding the foregoing, the formula used to calculate the ASM Global Fee shall not change pursuant to this Section 5.4.

5.5 Budget Modifications Initiated by the City.

In the event that it appears reasonably likely, in any year during the term hereof, that the actual Net Operating Loss/Profit for such Fiscal Year will be larger than projected in the annual operating budget for such Fiscal Year, the City may request from ASM Global a plan for reduction of Operating Expenses to a level consistent with the budgeted Net Operating Loss/Profit amount. ASM Global shall forthwith comply with any such expense reduction requested by the City and the approved budget for such Fiscal Year shall be modified accordingly, provided that if the annual operating budget is modified in a manner which, in ASM Global's commercially reasonable judgment, could materially interfere, impede or impair the ability of ASM Global to manage, operate or promote the Facility, ASM Global shall have the right to terminate this

Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3) and provided further that ASM Global shall not be construed to have breached its obligations under this Agreement if such alleged breach has been caused by the limitations in the Fiscal Year's budget and such Net Operating Loss/Profit is not a result of any material default or breach by ASM Global of its obligations specified herein. Notwithstanding the foregoing, the formula used to calculate the ASM Global Fee shall not change pursuant to this Section 5.5.

5.6 Receipts and Disbursements.

ASM Global shall establish and maintain in one or more depositories designated by the City one or more operating, payroll and other bank accounts for the promotion, operation and management of the Facility, with signature authority in such employees of ASM Global as ASM Global shall determine. All Operating Revenues collected by ASM Global from the operation of the Facility shall be deposited into such accounts and Operating Expenses shall be paid by ASM Global from such accounts. All Operating Revenues collected by ASM Global arising from operation of the Facility, including revenues from box office sales (but excluding ticket sales revenues which shall be deposited as set forth in Section 5.7 below), facility or equipment rentals, utility rental agreements, food and beverage concessions, or any other source, are the sole property of the City, held in trust by ASM Global for the City for application as provided herein. Any amounts remaining in such accounts upon termination of this Agreement for any reason, after payment of all outstanding Operating Expenses, shall be promptly paid by ASM Global to the City. In the event of any reimbursements to ASM Global for the payment of Operating Expenses that may be incurred by it, if any, ASM Global hereby certifies that any such reimbursements shall not include any Direct or Indirect Profit to ASM Global or its Affiliates.

5.7 Ticket Sales Revenues.

ASM Global shall hold in one or more separate interest-bearing account or accounts in a banking institution depository designated by the City any ticket sales revenues which it receives with respect to an event to be held at the Facility pending the completion of the event. Such monies are to be held for the protection of ticket purchasers, the City and ASM Global, and to provide a source of funds, as required for such payments to performers and promoters and for such payments of Operating Expenses in connection with the presentation of events as may be required to be paid contemporaneously with the event. Following the satisfactory completion of the events, ASM Global shall make a deposit into the operating account established pursuant to Section 5.6 above of the amount in such account from such event and shall pay from the operating account Event Expenses for such event, such other amounts that are due in respect of the event, if any, and any balance shall be retained in the operating account for payment of other Operating Expenses. Interest which accrues on amounts deposited in the operating account(s) referred to in Section 5.6 and the ticket sales revenue account referred to above shall be considered Operating Revenues. For the avoidance of doubt, actual ticket sales revenues deposited to the ticket sales revenue account shall not be considered Operating Revenues.

5.8 Capital Improvements; Capital Equipment.

The annual plan submitted pursuant to Section 6.2 shall include ASM Global's recommendation for Capital Improvements and Capital Equipment purchases to be accomplished

during the year and shall be accompanied by an estimate of the cost of all such items and projects and a request that the City budget funds therefor. The City shall retain the discretion to determine whether and to what level to fund Capital Improvements and Capital Equipment purchases to the Facility. On a case-by-case basis, ASM Global and the City shall mutually determine whether the City or ASM Global shall cause to be completed such Capital Improvements or cause to procured such Capital Equipment approved by the City (in either instance, "Approved Procurement"). The City shall be solely responsible for the cost of such Approved Procurement notwithstanding whether the cost exceeds the estimate approved by the City.

5.9 Limitation of ASM Global Liability.

Notwithstanding any provision herein to the contrary and except for ASM Global's express indemnification undertakings in Section 8.1 and its express reimbursement undertakings in Section 6.1(b), ASM Global shall have no obligation to fund any cost, expense or liability with respect to the operation, management or promotion of the Facility, including, specifically, any pre-opening expenses incurred during the Pre-Opening Consulting Period as set forth in the Pre-Opening Budget, from its own funds and all such costs, expenses and liabilities shall be funded from revenues, including Operating Revenues, deposited to the funds and accounts established under Sections 5.6 and 5.7 hereof or as otherwise funded by the City. Notwithstanding anything to the contrary set forth in this Agreement, the City recognizes and agrees that performance by ASM Global of its responsibilities under this Agreement is in all respects subject to and conditioned upon the timely provision of funds to ASM Global for such purposes as herein provided.

5.10 Funds for Emergency Repairs.

Upon approval of the Contract Administrator, ASM Global shall have the right to act, with the consent of the City, in situations which ASM Global commercially reasonably determines to be an emergency with respect to the safety, welfare and protection of the general public, including spending and committing funds held in the operating account(s) of the Facility, even if such expenses are not budgeted; provided, however, ASM Global shall have no obligation under any circumstance to spend or commit funds other than funds then available in such accounts for any such purpose. Immediately following such action, ASM Global shall inform the City of the situation and the action(s) taken, and the City shall pay into such account(s) the amount of funds, if any, spent or committed by ASM Global pursuant to this Section 5.10 in excess of budgeted amounts.

5.11 Pre-Existing Conditions and External Events.

Notwithstanding anything to the contrary in this Agreement, unless agreed to in writing in advance by the Parties, ASM Global shall have no responsibility whatsoever for the remediation, abatement, correction, cure or administration of any environmental, construction, personnel, real property or other problems that arise at the Facility during the Management Term that (a) relate to the operation or condition of the Facility, or activities undertaken at the Facility or on the underlying real property, prior to the Management Term, except for those issues that directly arise from ASM Global's Pre-Opening services provided hereunder, or (b) are caused by or arise from sources outside of the Facility and are unrelated to the services provided by ASM

Global hereunder, and the City shall retain full managerial and financial responsibility and liability for and control over the remediation, abatement, correction, cure and administration of such problems, and shall take such actions in a timely manner with as little disturbance or interruption of the use and enjoyment of the Facility as practicable. Notwithstanding the foregoing, if agreed to by the Parties, ASM Global shall take appropriate steps, at the City's expense, to (i) comply with, or cure or prevent the violation of, any applicable Laws and (ii) avoid or minimize any actual or potential injury to persons or damage to the Facility or other property.

5.12 Operating Covenants of ASM Global. In consideration of, and as a condition to the performance of the services hereunder and the rights granted to ASM Global herein, ASM Global, during the Management Term, makes the following covenants in favor of the City:

i. Minimum Events. Subject to Force Majeure, during the Management Term, ASM Global shall produce no fewer than: (A) 120 Events in each of Operational Years 1-2; (B) 130 Events in each of Operational Years 3-4, (C) and 150 Events in Operational Year 5 and any Operational Year in any Extended Term (each referred to as a "Minimum Event Amount"). Subject to Force Majeure, in the event ASM Global is unable to produce Seventy-Five percent (75%) of the Minimum Event Amount for the applicable Operational Year (a "Minimum Event Failure"), City shall have the right, but not the obligation, to hire an independent third-party of national or regional reputation with subject matter expertise on managing and operating sports facilities, at its sole cost, to review ASM Global's performance and management of the Facility (the "Third Party Review"), whose findings shall be produced in a written report (the "Third Party Report"). In the event the City does not engage a third party to conduct the Third Party Review and/or produce the Third Party Report, City shall provide ASM Global with written notice of its declaration of a Minimum Event Failure and recommendations for addressing any identified deficiencies (the "Minimum Event Failure Notice"). ASM Global shall have ninety (90) days from its receipt of the Third Party Report or Minimum Event Failure Notice to provide City with a plan generally demonstrating the actions ASM Global would take to address any deficiencies outlined in the Third Party Report or the Minimum Event Failure Notice (the "Corrective Action Plan"). Subject to Force Majeure, should more than two (2) Minimum Event Failures occur in any five (5) consecutive Operational Year period and, as a result thereof, ASM Global fails to adequately address the identified deficiencies in the Corrective Action Plan to the reasonable satisfaction of the City, the City shall have the right to terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, such termination right shall be the sole and exclusive remedy of the City for any failure of ASM Global to produce a Minimum Event Amount pursuant to this Agreement and, upon any such termination, all of ASM Global's duties and obligations under this Agreement shall immediately and automatically be terminated.

ii. City Suites. During the Management Term, City reserves for itself the use of one (1) suite, at no charge, for the exclusive use of the City and its invitees, for all Events and Indy Fuel Events; provided however, City shall be responsible for any charges for food and beverages. The location of the suite described herein is more particularly depicted in Exhibit F attached hereto and incorporated herein.

iii. Facility Fee. ASM Global shall charge the Facility Fee for every ticket that meets the following criteria: (1) such ticket is sold for an Event or Indy Fuel Event (if ASM Global is selling such tickets), (2) ASM Global actually collects the applicable funds with respect to such ticket, and (3) ASM Global retains the collected funds with respect to such ticket (e.g., such funds are not refunded). The Parties acknowledge and agree that: (x) the ultimate Facility Fee paid pursuant to this Agreement will not be based on the actual attendance at events given that most events have at least some complimentary tickets, including without limitation those provided for promotions, contests, players and their guests, opposing teams, and other, and (y) the Facility Fee may exclude, at City's sole discretion, any tickets related to, and whether sold or otherwise, for events hosted by City. Notwithstanding the foregoing, City reserves the right to implement a policy regarding the use of complimentary tickets. The Facility Fee with respect to an Event or Indy Fuel Event (if ASM Global is selling such tickets) shall be due and payable by ASM Global to the City no later than thirty (30) days after the date on which the applicable Event or Indy Fuel Event (if ASM Global is selling such tickets) occurs.

6. Records, Audits and Reports.

6.1 Records and Audits.

(a) ASM Global shall keep full and accurate accounting records relating to its activities at the Facility in accordance with GAAP. ASM Global shall maintain a system of bookkeeping adequate for its operations hereunder. ASM Global shall give the City's authorized representatives access to such books and records maintained at the Facility during reasonable business hours and upon three (3) business days' notice. ASM Global shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. In addition, on or before one hundred twenty (120) days following each Fiscal Year for which ASM Global is managing the Facility hereunder, ASM Global shall furnish to the City a balance sheet, a statement of profit or loss and a statement of cash flows for the Facility for the preceding Fiscal Year, prepared in accordance with GAAP and accompanied by an independent auditor's report of a nationally recognized, independent certified public accountant. The audit shall contain an opinion expressed by the independent auditor of the accuracy of financial records kept by ASM Global and of amounts due to the City. The audit shall also provide a certification of Operating Revenues and Operating Expenses as defined in this Agreement for such Fiscal Year. The audit shall be conducted by a reputable firm selected by ASM Global with City approval. The City shall not withhold or delay such consent or approval unreasonably. Notwithstanding anything to the contrary herein, the costs of such audit shall be deemed Operating Expenses.

(b) The City shall have the right at any time, and from time to time, to cause nationally recognized independent auditors to audit all of the books of ASM Global relating to Operating Revenues and Operating Expenses, including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices. No costs incurred by the City in conducting such audit shall be considered an Operating Expense. If any such audit demonstrates

that the Operating Revenues or Operating Expenditures reflected in any financial statements prepared by ASM Global and audited as specified in the foregoing subparagraph (a) are understated (in the case of Operating Expenses) or overstated (in the case of Operating Revenues), in either case by more than five percent (5%), ASM Global shall pay to the City the reasonable cost of such audit and shall promptly refund to the City any portion of the ASM Global Fee paid for such Fiscal Year which is attributable to the overstatement or understatement, as the case may be, and which bears upon the calculation of the ASM Global Fee for such Fiscal Year (for the avoidance of doubt, payment shall only be due to the extent the audit demonstrates a five percent (5%) or more deviation from the calculation of the ASM Global Fee). The City's right to have such an audit made with respect to any Fiscal Year and ASM Global's obligation to retain the above records shall expire three (3) years after ASM Global's statement for such Fiscal Year has been delivered to the City.

6.2 Annual Plan.

ASM Global shall provide to the City on or before ninety (90) days prior to the end of each Fiscal Year, an annual management plan, for the next Fiscal Year. The annual plan shall include information regarding ASM Global's anticipated operations for such Fiscal Year, including planned operating and maintenance activities by ASM Global, requested Capital Improvements and Capital Equipment purchases and an anticipated budget therefor, anticipated events at the Facility, anticipated advertising and promotional activities, and planned equipment and furnishings purchases. The annual plan shall be subject to review, revision and approval by the City. Following review and revision by the City, ASM Global shall have thirty (30) days to incorporate the City's revisions into its plan. Upon approval by the City, such annual plan shall constitute the operating program for ASM Global for the following Fiscal Year.

6.3 Monthly Reports.

By the twenty-fifth day of each month, ASM Global shall provide to the City a written monthly report in a form approved by the City and similar to that used in other ASM Global-managed facilities setting out the Facility's anticipated activities for the upcoming month and reporting on the prior month's activities and finances. ASM Global shall include in such report a detailed balance sheet showing Operating Revenues and Operating Expenses, a report showing the ASM Global Fee earned and other financial reports, including, without limitation, a departmental expense report and event accounting report and the ASM Global Fee.

7. Employees.

7.1 ASM Global Employees.

(a) ASM Global shall select, train and employ at the Facility such number of employees as ASM Global deems necessary or appropriate to satisfy its responsibilities hereunder; ASM Global shall use its best efforts to recruit employees who will be proficient, productive, and courteous to patrons, and ASM Global shall have authority to hire, terminate and discipline any and all personnel working at the Facility.

(b) ASM Global shall assign to the Facility a competent, full-time general manager that is pre-approved by the City in writing prior to such appointment. From time to time

the general manager may provide assistance in connection with the consulting and/or management services provided by ASM Global or any of its Affiliates at other facilities managed, owned or leased by ASM Global or any of its Affiliates, provided that (i) such assistance does not affect in any material respect the responsibilities and duties of the general manager to the Facility, (ii) the cost of the salary and benefits of the general manager for the time spent in connection with providing such assistance shall be reimbursed by ASM Global from the operating account of the Facility as an Operating Expense; and (iii) the Contract Administrator preapproves in writing the general manager's outside consulting and management services,

(c) ASM Global employees at the Facility shall not for any purpose be considered employees of the City, and ASM Global shall be solely responsible for their supervision and daily direction and control and for setting, and paying as an Operating Expense, their compensation (and federal income tax withholding) and any employee benefits, and all costs related to their employment shall be an Operating Expense.

7.2 [*Intentionally Omitted*].

7.3 No Solicitation or Employment by City.

During the period commencing on the date hereof and ending one (l) year after the termination of this Agreement, except with ASM Global's prior written consent, the City will not, for any reason, solicit for employment, or hire, any of the senior management personnel employed by ASM Global at the Facility, including, without limitation, the general manager, director-level employees and department heads. In addition to any other remedies which ASM Global may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

8. Indemnification and Insurance.

8.1 Indemnification.

(a) ASM Global shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all Losses arising from any material default or breach by ASM Global of its obligations specified herein; provided, however, that the foregoing indemnification shall not extend to Losses to the extent such Losses (i) arise from any breach or default by the City of its obligations under Section 8.1(b) below, (ii) are covered by the commercial insurance procured by ASM Global pursuant to Section 8.2 covering (A) the Facility and its premises for physical damage or other Loss and (B) business interruption and extra expenses, irrespective of the decision of the City to carry or not to carry such insurance, or (iii) are caused by or arise out of the services provided by the architects, engineers and other agents (other than ASM Global) retained by the City in connection with Capital Improvements or Capital Equipment purchases at the Facility.

(b) The City shall indemnify, defend and hold harmless ASM Global, its partners, officers, agents and employees from and against any and all Losses arising from (i) any material default or breach by the City of its obligations specified herein, (ii) the fact that at any time prior to the Management Term hereunder the Facility has not been operated, or the Facility and its premises have not been, in compliance with all Laws, including, but not limited to, the

ADA, (iii) as of, or after the Management Term hereunder the Facility and its premises are not in compliance with the Laws, (iv) the fact that prior to, as of, or after the commencement of the Management Term hereunder there is any condition on, above, beneath or arising from the premises occupied by the Facility which might, under any Law, give rise to liability or which would or may require any "response," "removal" or "remedial action" (as such terms are defined under CERCLA), (v) any structural defect with respect to the Facility or the premises occupied by the Facility prior to, as of or after the commencement of the Management Term hereunder, (vi) any non-compliance with any Pre-Existing Agreement on or prior to the commencement of the Management Term, or (vii) any act or omission carried out by ASM Global at or pursuant to the direction or instruction of the City, its agents or employees, or the City's failure to provide sufficient funding.

(c) The provisions set forth in subparagraphs (a) and (b) above shall survive termination of this Agreement; provided, however, that except for indemnification based upon Section 8.1(b) (ii), (iii), (iv), (v), (vi) or (vii) above, a claim for indemnification pursuant to Section 8.1 shall be valid only if the Party entitled to such indemnification provides written notice thereof to the other Party prior to three (3) years following the date of termination of this Agreement.

(d) The terms of all insurance referred to in Section 8, including without limitation the policies of any independent contractors retained by the City or hired by ASM Global, shall preclude subrogation claims against ASM Global, its partners, the City and their respective officers, directors, employees and agents.

(E) IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER BASED UPON BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE, AND EACH PARTY'S LIABILITY FOR DAMAGES OR LOSSES HEREUNDER SHALL BE STRICTLY LIMITED TO DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY THE OTHER PARTY.

8.2 Liability Insurance.

(a) ASM Global shall secure prior to the commencement of the Management Term hereunder and shall keep in force at all times during the term of this Agreement, (i) commercial liability insurance, including public liability and property damage, covering premises liability, and ASM Global operations hereunder, in the amount of One Million Dollars ($1,000,000.00) for bodily injury and One Million Dollars ($1,000,000.00) for property damage, including products and completed operations. ASM Global shall also maintain Umbrella liability insurance with a limit of Five Million Dollars ($5,000,000.00); and (ii) liquor liability insurance in the amount of One Million Dollars ($1,000,000.00).

(b) ASM Global shall also maintain Comprehensive Automotive Bodily Injury and Property Damage Insurance for business use covering all vehicles operated by ASM Global officers, agents and employees in connection with the Facility, whether owned by ASM Global, the City, or otherwise, with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence (including an extension of hired and non-owned coverage).

(c) Commencing with the Management Term and continuing thereafter during the term hereof, ASM Global shall also maintain:

(i) professional liability insurance with coverage of at least One Million Dollars $1,000,000.00) for claims of negligent errors, acts or omissions by ASM Global; and

(ii) employment practices liability insurance with coverage of at least One Million Dollars $1,000,000.00) for claims relating to the employment practices of ASM Global at the Facility pertaining to its employees.

(d) ASM Global shall be the named insured under all such insurance. The City shall be an additional insured under the insurance described in Sections 8.2(a) and (b), as its interests may appear, and such insurance in Sections 8.2(a) and (b) shall contain a provision covering the Parties' indemnification liabilities to each other.

(e) Certificates evidencing the existence of the above insurance shall be delivered to the Contract Administrator prior to the commencement of the Management Term. Notwithstanding the provisions of this Section 8.2, the Parties hereto acknowledge that the above insurance may contain exclusions from coverage which are reasonable and customary for insurance of such type.

(f) With respect to insurance procured by it, ASM Global shall deliver to the Contract Administrator satisfactory evidence of such renewal of such insurance at least twenty (20) days after such insurance's expiration date except for any insurance expiring on the termination date of this Agreement or thereafter.

(g) Except as provided in Section 8.5, all insurance procured by ASM Global in accordance with the requirements of this Agreement shall be primary over any insurance carried by the City and not require contribution by the City.

8.3 Workers Compensation Insurance.

ASM Global shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the Indiana State Compensation Insurance Fund or through an authorized self-insurance plan approved by the State of Indiana, insuring its employees at the Facility in amounts equal to or greater than required under law.

8.4 Fidelity Insurance.

ASM Global shall maintain during the term of this Agreement Fidelity Insurance covering all of ASM Global's personnel under this Agreement in the amount of Five Hundred Thousand Dollars ($500,000.00) for each loss, to reimburse the City for losses experienced due to the dishonest acts of ASM Global's employees.

8.5 Certain Other Insurance.

If any of the Pre-Existing Agreements consist of agreements with independent contractors to provide services in respect of the Facility, the City shall use its best efforts to cause such contractors to name ASM Global as an additional insured under any insurance maintained by such contractors pursuant to the terms of such Pre-Existing Agreements and in such event to deliver to ASM Global promptly after request therefor a certificate of such insurance evidencing the existence thereof. In addition, if ASM Global enters into any agreements during the term of this Agreement with any independent contractors for the provision of services hereunder, ASM Global shall require such contractors to name ASM Global and the City as additional insureds under any insurance required by ASM Global thereunder.

9. Ownership of Assets.

9.1 Ownership.

The ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Facility shall remain with the City. Ownership of and title to all intellectual property rights of whatsoever value, held in the City's name shall remain in the name of the City. The ownership of consumable assets (such as office supplies and cleaning materials) purchased with Operating Revenues or City funds shall remain with the City, but such assets may be utilized and consumed by ASM Global in the performance of services under this Agreement. The ownership of data processing programs and software owned by the City shall remain with the City, and the ownership of data processing programs and Software owned by ASM Global shall remain with ASM Global. ASM Global shall not take or use, for its own purposes, customer or exhibitor lists or similar materials developed by the City for the use of the Facility, unless written consent is granted by the City. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property and other personal property purchased by ASM Global with City funds for use at and for the Facility shall vest in the City automatically and immediately upon purchase or acquisition. The assets of the City as described herein shall not be pledged, liened, encumbered or otherwise alienated or assigned other than in the ordinary course of business of the Facility without the prior approval of the City.

9.2 City Obligations.

The City shall repair and maintain in such order and condition as necessary to avoid any limitation on the normal operation of the Facility or any interruption or interference with the operation of the Facility or safety issue in connection with the operation of the Facility, and in compliance with the Laws, and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Facility, at its sole cost and expense. The City shall be responsible for funding and making all Capital Expenditures and Capital Improvements. No expenditures made by the City pursuant to this Section shall be deducted as an Operating Expense or otherwise deducted in determining Net Operating Loss/Profit.

10. Assignment.

10.1 Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party hereto. Notwithstanding the foregoing, (a) ASM Global may assign all or any part of its rights hereunder to an Affiliate, provided that (i) such Affiliate possesses substantially the same degree of expertise and quality of personnel as originally provided under this Agreement, and (ii) such assignment shall be at no increased cost to the City; and (b) the City may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder. For sake of clarity, the Parties acknowledge that the foregoing does not preclude the assignment by ASM Global of its rights to receive its consulting fee and the ASM Global Fee hereunder to its lender(s) as collateral security for ASM Global's obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover ASM Global's rights to manage, promote or operate the Facility hereunder.

10.2 ASM Global Transactions With Affiliates/Material Contracts.

In connection with its management responsibilities hereunder relating to the purchase and/or procurement of equipment, materials, supplies, inventories, and services for the Facility, ASM Global shall have the right, but not the obligation, to purchase and/or procure from, or otherwise transact business with, an Affiliate of ASM Global on commercially reasonable terms subject to the terms of this Agreement, including Section 2.9 hereof. Notwithstanding the foregoing, prior to transacting business with an Affiliate or entering into a Material Contract, ASM shall seek the written approval of the Contract Administrator, which approval shall not be unreasonably withheld.

11. Laws and Permits.

11.1 Permits, Licenses, Taxes and Liens.

ASM Global shall use reasonable efforts to procure or cause to be procured any permits and licenses required by the Laws for the business to be conducted by it hereunder, except for alcohol permit(s) which shall be obtained by the City in its name. The City shall cooperate with ASM Global in applying for such permits and licenses. ASM Global shall deliver copies of all such permits and licenses to the Contract Administrator. ASM Global shall pay promptly, out of the accounts specified in Section 5.6, all taxes, excises, license fees and permit fees of whatever nature arising from its operation, promotion and management of the Facility. ASM Global shall use reasonable efforts to prevent mechanic's or materialman's or any other lien from becoming attached to the premises or improvements at the Facility, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman, so long as the work, labor or material was provided at ASM Global's direction and the City has supplied funds for the payment of charges therefor in accordance with this Agreement.

11.2 Governmental Compliance.

The City shall have the obligation to provide such funding as set forth in the Approved Budget and necessary for ASM Global, its officers, agents and employees to comply with Laws applicable to ASM Global's management of the Facility hereunder, and ASM Global, its officers, agents and employees shall comply with Laws applicable to ASM Global's management of the Facility hereunder. Without limiting the foregoing, with respect to the ADA, ASM Global will comply with Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this Section 11.2 or elsewhere in this Agreement shall, however, require ASM Global to undertake any of the foregoing compliance activity, nor shall ASM Global have any liability under this Agreement therefor, if (a) such activity requires any Capital Improvements or Capital Equipment purchases, unless the City provides funds for such Capital Improvements and Capital Equipment purchases pursuant to Section 5.8 hereof, or (b) any Pre-Existing Agreement fails to require any licensee, lessee, tenant, promoter or user of any portion of the Facilities to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Facilities. Furthermore, ASM Global shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Facility to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Facility.

11.3 No Discrimination in Employment.

In connection with the performance of work under this Agreement, ASM Global shall not refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any Person otherwise qualified, solely because of race, color, religion, gender, age, national origin, military status, sexual orientation, marital status or physical or mental disability.

11.4 E-Verify.

All terms defined in Ind. Code § 22-5-1.7 *et seq*. are adopted and incorporated into this Section 11.4. Pursuant to Ind. Code § 22-5-1.7 *et seq*., ASM Global covenants to enroll in and verify the work eligibility status of its employees using the E-Verify program, if it has not already done so as of the Effective Date. Within ten (10) days after the Effective Date, ASM Global shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, ASM Global shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by ASM Global and delivered to the Contract Administrator.

12. Termination.

12.1 Termination Upon Default.

(a) Default. Either Party may terminate this Agreement upon a default by the other Party hereunder. A Party shall be in default hereunder if (i) such Party fails to pay any sum payable

hereunder within thirty (30) days after same is due and payable, or (ii) such Party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than thirty (30) days after written notice thereof from the other Party, provided, however, if such default (other than a default in the payment of money) is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting Party to remedy the default, so long as the defaulting Party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a cure period extend more than ninety (90) days after the date of default.

(b) Gross Misconduct. The City may immediately terminate this Agreement upon notice to ASM Global if (i) it or any of the employees identified in Section 7.1 engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or ASM Global's contractual relationship with the City); or (ii) it becomes generally known that ASM Global is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise.

12.2. Termination Other than Upon Default.

(a) ASM Global shall have the right to terminate this Agreement upon sixty (60) days written notice to the City (i) under the circumstances described in Sections 5.2, 5.3 or 5.5 hereof, or (ii) if the City fails to make Capital Improvements or Capital Equipment purchases at the Facility to the extent that such omission, in ASM Global's judgment, materially interferes with, impedes or impairs the ability of ASM Global to manage the Facility effectively.

(b) Either Party shall have the right to terminate this Agreement under the circumstances specified in Exhibit "E", paragraph (d).

12.3 Effect of Termination.

In the event this Agreement expires or is terminated, (i) all Operating Expenses incurred or committed for prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Sections 5.6 and 5.7 and to the extent such funds are not sufficient, the City shall pay all such Operating Expenses and shall indemnify and hold ASM Global harmless therefrom, (ii) the City shall promptly pay ASM Global all fees earned to the date of expiration or termination (the consulting fee and/or ASM Global Fee described in Section 4.3 hereof being subject to proration), provided that the City shall be entitled to offset against such unpaid fees any damages (actual, not consequential) directly incurred by the City in remedying any default by ASM Global hereunder which resulted in such termination (other than the fees or expenses of any replacement manager for the Facility), and (iii) without any further action on the part of ASM Global or the City, the City shall, or shall cause another management company retained by it to, accept the assignment of ASM Global's rights, and assume and perform all of ASM Global's obligations, arising from contracts entered into by ASM Global prior to such expiration or termination including, without limitation any licenses, occupancy agreements, rental

agreements, booking commitments, advertising agreements, concession agreements, and any other contracts relating to the Facility which have been executed by ASM Global hereunder, except (A) to the extent that any such license, agreement, commitment or contract was executed by ASM Global in violation of any of the restrictions applicable to ASM Global's right to execute such licenses, agreements, commitments or contracts contained in this Agreement and (B) for any such license, agreement, commitment or contract to which the consent of the other Party thereto is required for such assignment and assumption unless such consent is obtained (in the case of any such consent, ASM Global will use commercially reasonable efforts to obtain such consent and the City will cooperate in any reasonable manner with ASM Global to obtain such consent). Upon the expiration of this Agreement or a termination pursuant to Section 12.1 or 12.2, all further obligations of the Parties hereunder shall terminate except for the obligations in this Section 12.3 and in Sections 7.3, 8.1 and 12.4; provided, however, that if such termination is the result of a willful default, the nondefaulting Party exercising its right to terminate this Agreement shall be entitled to recover damages for breach arising from such willful default.

12.4 Surrender of Premises.

Upon termination of this Agreement (termination shall, for all purposes in this Agreement, include termination pursuant to the terms of this Section 12 and any expiration of the term hereof), ASM Global shall surrender and vacate the Facility upon the effective date of such termination. The Facility and all equipment and furnishings shall be returned to the City in good repair, reasonable wear and tear excepted, to the extent funds were made available therefor by the City. All reports, records, including financial records, and documents maintained by ASM Global at the Facility relating to this Agreement other than materials containing ASM Global's proprietary information shall be immediately surrendered to the City by ASM Global upon termination.

13. Miscellaneous.

13.1 Use of Facility at Direction of City.

(a) At the direction of the Contract Administrator, upon reasonable advance notice and subject to availability, ASM Global shall provide use of the Facility or any part thereof to civic and nonprofit organizations at reduced rates. All event-related expenses, including but not limited to ushers, ticket-takers, security and other expenses incurred in connection with the use of the Facility by such organizations, if not reimbursed to ASM Global by the organization using the Facility, shall be reimbursed by the City to ASM Global for deposit into the operating accounts specified in Section 5.6.

(b) The City shall have the right to use the Facility or any part thereof, upon reasonable advance notice and subject to availability, for such purposes as meetings, seminars, training classes or other uses without the payment of any rental or use fee (or at a reduced fee), except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City, including, without limitation for not less than six (6) events each Fiscal Year

(c) The City shall not schedule use of the Facility pursuant to subparagraphs (a) and (b) above if such use will conflict with paying events booked by ASM Global. In all instances when the Facility, or part thereof, is to be used at the City's request or by the City

pursuant to subparagraph (a) or (b) above, a rent or use fee which otherwise would be chargeable for such event shall be deemed to have been paid and such deemed payment shall constitute Operating Revenues.

13.2 Cooperation/Mediation.

Any dispute arising under or in connection with this Agreement will be resolved by the Parties in accordance with the procedures set forth on Exhibit "E" attached hereto.

13.3 Tax Treatment. The Parties intend that ASM Global act as an independent contractor of City. The Parties expressly do not intend to form a partnership, joint venture or any other similar joint ownership arrangement (i) between ASM Global, on the one hand, and any of City Bodies, on the other hand, or (ii) the Parties hereto, on the one hand, and any third party, on the other hand. ASM Global hereby expressly agrees that it (nor any Affiliate, Related Party, subcontractor, licensees or other party with which it contracts) is not entitled to and will not take any tax position that is inconsistent with being a service provider to City with respect to the Facility. For example, and without limitation, ASM Global (nor any Affiliate, Related Party, subcontractor, licensees or other party with which it contracts) hereby agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Facility.

13.4 No Partnership or Joint Venture; Limitation on Fiduciary Duties.

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and ASM Global. None of the officers, agents or employees of ASM Global shall be or be deemed to be employees of the City for any purpose whatsoever.

LIMITATION ON FIDUCIARY DUTIES. TO THE EXTENT ANY FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP OF THE PARTIES ARE INCONSISTENT WITH, OR WOULD HAVE THE EFFECT OF EXPANDING, MODIFYING, LIMITING OR RESTRICTING ANY OF THE TERMS OF THIS AGREEMENT, (I) THE EXPRESS TERMS OF THIS AGREEMENT SHALL CONTROL, (II) THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH GENERAL PRINCIPLES OF CONTRACT INTERPRETATION WITHOUT REGARD TO THE COMMON LAW PRINCIPLES OF AGENCY, AND (III) ANY LIABILITY OF THE PARTIES SHALL BE BASED SOLELY ON PRINCIPLES OF CONTRACT LAW AND THE EXPRESS TERMS OF THIS AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT FOR THE PURPOSES OF DETERMINING THE NATURE AND SCOPE OF ASM GLOBAL'S FIDUCIARY DUTIES UNDER THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE DUTIES AND OBLIGATIONS SET FORTH HEREIN, ARE INTENDED TO SATISFY ALL FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING ALL DUTIES OF LOYALTY, GOOD FAITH, FAIR DEALING AND FULL DISCLOSURE, AND ANY OTHER DUTY DEEMED TO EXIST UNDER THE COMMON LAW PRINCIPLES OF AGENCY OR OTHERWISE (OTHER THAN THE DUTY OF GOOD FAITH AND FAIR DEALING

IMPLIED UNDER GENERAL CONTRACT PRINCIPLES, INDEPENDENT OF THE COMMON LAW PRINCIPLES OF AGENCY). ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ANY FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHTS THAT ARE NOT EXPRESSLY IDENTIFIED, DESCRIBED AND SET FORTH IN THIS AGREEMENT, AND THUS UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ANY RIGHT TO RECOVER OR OBTAIN ANY MONETARY, EQUITABLE OR OTHER RELIEF OR REMEDIES FOR ANY ALLEGED BREACH OR VIOLATION OF ANY ALLEGED FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHT OR OBLIGATIONS. THE CITY ACKNOWLEDGES AND AGREES THAT ITS CONSENT TO THE TRANSACTIONS AND CONDUCT BY ASM GLOBAL DESCRIBED IN THIS AGREEMENT AND ITS WAIVER OF ANY FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHTS OTHERWISE OWED BY ASM GLOBAL: (I) HAS BEEN OBTAINED BY ASM GLOBAL IN GOOD FAITH; (II) IS MADE KNOWINGLY BY THE CITY BASED ON ITS ADEQUATE INFORMED JUDGMENT AS A SOPHISTICATED PARTY AFTER SEEKING THE ADVICE OF COMPETENT AND INFORMED COUNSEL; AND (III) ARISES FROM CITY'S KNOWLEDGE AND UNDERSTANDING OF THE SPECIFIC TRANSACTIONS AND ACTIONS OR INACTIONS OF OPERATORS THAT ARE NORMAL, CUSTOMARY, AND REASONABLY EXPECTED IN THE FACILITY MANAGEMENT INDUSTRY.

13.5 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties hereto with respect to the subject matter hereof.

13.6 Written Amendments.

This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the Parties hereto.

13.7 Force Majeure.

(a) No Party will be liable or responsible to the other Party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other Party within ten (10) days of date on which such Party gains actual knowledge of the event of "Force Majeure" that such Party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, fire, storm, flood, explosions, inability to obtain materials, epidemics, landslides, lightning storms, earthquakes, floods, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, terrorist acts, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the Party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome

(it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).

(b) Neither Party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefor shall be prohibited or rationed by any Law.

(c) Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the payments payable to ASM Global shall be claimed by the City or charged against ASM Global, nor shall ASM Global be entitled to additional payments beyond those provided for in this Agreement for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future Laws, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or thing.

(d) In the event of damage to or destruction of the Facility by reason of fire, storm or other casualty or occurrence of any nature or any regulatory action or requirements that, in either case, is expected to render the Facility materially untenantable, notwithstanding the City's reasonable efforts to remedy such situation, for a period estimated by an architect selected by the City at the request of ASM Global of at least one hundred eighty (180) days from the happening of the fire, other casualty or any other such event, either Party may terminate this Agreement upon written notice to the other. In the event that the Facility becomes either wholly or partially untenantable as a result of any of the foregoing, appropriate adjustments to the Agreement shall be made. In no event shall City be responsible for (i) repairing, restoring or replacing (A) any damage or destruction to the Facility if available insurance proceeds are inadequate to perform such restoration or repair, or (B) any damage to or destruction of ASM Global's trade fixtures, personal property or equipment, or (ii) any business interruption of ASM Global caused by the damage, destruction, or casualty of the Facility.

(e) ASM Global or City may suspend performance required under this Agreement, without any further liability, in the event of any act of Force Majeure that is of such effect and duration as to effectively curtail the use of the Facility so as effect a substantial reduction in the need for the services provided by ASM Global for a period in excess of ninety (90) days; provided, however, that for the purposes of this subsection, ASM Global shall have the right to suspend performance retroactively effective as of the date of the use of the Facility was effectively curtailed. "Substantial reduction in the need for these services provided by ASM Global" shall mean such a reduction as shall make the provision of any services by ASM Global economically impractical. No payments of the management fees otherwise due and payable to ASM Global shall be made by the City during the period of suspension. In lieu thereof, the City and ASM Global may agree to a reduced management fee payment for the period of reduction in services required.

(f) In the event of a material increase in any Operating Expense not reasonably within the control of either Party (including, by way of example and not by limitation, an increase in the cost of insurance or utilities), the Parties shall mutually negotiate and agree upon in good faith an adjustment to the compensation structure set forth herein, subject to Section 2.9, to take into account such increased cost.

13.8 Binding Upon Successors and Assigns; No Third-Party Beneficiaries.

(a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the Parties hereto and each of their respective successors and permitted assigns.

(b) This Agreement shall not be construed as giving any Person, other than the Parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such Parties and their successors and permitted assigns and for the benefit of no other Person.

13.9 Notices.

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the Party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such Party as set forth below or as a Party may designate by written notice given to the other Party in accordance herewith.

To the City:

City of Fishers
Attn: Kari Adriano
3 Municipal Drive
Fishers, Indiana 46038
With a copy (which shall not constitute notice) to:

Jennifer C. Messer (via email, only) at jennifercmesserlaw@gmail.com

To ASM Global:

ASM Global
800 West Olympic Blvd., 3rd Floor
Los Angeles, CA 90015
Attn: President

With a copy (which shall not constitute notice) to:

ASM Global
300 Conshohocken State Rd., Suite 770
West Conshohocken, PA 19428
Attn: General Counsel

Notwithstanding the foregoing, for any approval required from the Contract Administrator, such approval may be provided via email to bhanson@asmglobal.com

13.10 Section Headings and Defined Terms.

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

13.11 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

13.12 Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

13.13 Non-Waiver.

A failure by either Party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

13.14 Consent.

Wherever the consent or approval of a Party is required under the terms of this Agreement, the Party whose consent or approval is required shall not unreasonably withhold or delay such consent or approval.

13.15 Certain Representations and Warranties.

(a) The City represents and warrants to ASM Global the following: (i) all required approvals have been obtained, and the City has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency,

reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(b) ASM Global represents and warrants to the City the following: (i) all required approvals have been obtained, and ASM Global has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by ASM Global and constitutes a valid and binding obligation of ASM Global, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

13.16 Governing Law.

This Agreement will be governed by and construed in accordance with the internal laws of the State, without giving effect to otherwise applicable principles of conflicts of law.

13.17 Indy Fuel License. ASM Global acknowledges and agrees that it has reviewed the Indy Fuel License, and that such License is a Pre-Existing Agreement hereunder. Moreover, ASM Global acknowledges and agrees that it has reviewed the Indy Fuel Rights and that such Indy Fuel Rights are exclusive to the Indy Fuel.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

ATTEST:

_____

CITY of FISHERS, INDIANA

By:_____
Name:
Title:

ASM GLOBAL ARENA MANAGEMENT, LLC

By:_____
Name:
Title:

EXHIBIT "A"

PRE-OPENING OPERATIONAL TASKS

A. As a consultant for the City, ASM Global will, during the Pre-Opening Consulting Period:

1. ASM Global's personnel who serve as the Facility's Regional Vice President and General Manager shall routinely and on an ongoing basis participate in discussions with the City or the City's architectural and engineering firm and the other consultants, representatives and agents of the City, and provide recommendations relating to operational aspects of the Facility referred to in this Exhibit "A".

2. Submit to the City proposals regarding pre-opening marketing, advertising and sponsorship plans.

3. Submit to the City recommendations regarding appropriate Policies and Procedures to be implemented in operating the Facility.

4. Recommend marketing and event booking strategies and relationships with planners, promoters and regional marketing/sales agencies such as the Convention and Visitors Bureau and area hotels.

5. Prepare a list of operating supplies to be procured by the City for the start-up of the Facility.

6. Recommend and implement strategies and relationships to solicit primary third-party vendor service programs such as food and beverage, parking, ticketing, etc.

B. As the manager, to operate, manage and promote the Facility during the Pre-Opening Consulting Period, ASM Global will:

1. Represent the Facility's interests, as necessary or appropriate, with City departments.

2. Implement booking and rental rate policies for the Facility proposed by ASM Global and approved by the City.

3. Negotiate, execute and deliver, in ASM Global's name as agent for the City tenant/user agreements, booking commitments and licenses.

4. Negotiate, execute and deliver, in ASM Global's name as agent for the City service contracts and vendor agreements, provided that to the extent that any such contract or agreement will extend beyond the management term

of any full-service management agreement or the renewal term, if any, the City will approve and execute such contract or agreement.

5. Implement as manager all advertising and sponsorship sales for the Facility consistent with the advertising plan approved by the City.

6. Maintain accurate accounting records relating to its activities on behalf of the Facility.

7. Issue to the City periodic financial reports reflecting ASM Global's activities on behalf of the Facility.

EXHIBIT "B"

DESIGN, DEVELOPMENT AND CONSTRUCTION TASKS

A. As a consultant for the City, ASM Global will during the Pre-Opening Consulting Period:

1. Designate an ASM Global employee who will serve as senior design development and construction consulting executive for ASM Global, through whom all communications among ASM Global, the City, its architectural and engineering firm, and the other consultants, representatives and agents of the City relating to the consulting responsibilities referred to in this Exhibit "B" will be channeled.

2. Prior to the issuance of construction documents (Final Design Phase), a "Plan Design Review" team consisting of ASM Global operations executives representing various disciplines from within ASM Global will review the following components of the overall design and will make recommendations to the City and its other consultants, agents and representatives with respect thereto prior to issuance of construction documents.

   The Plan Design Review tasks will encompass the following:

   (a) Utility Review - review electrical lighting and audio/visual plans, with a focus on the adequacy of utility service in light of projected user and facility needs.

   (b) Telecommunications Review - formulate anticipated end user requirements for reference in system design. Develop equipment list in consultation with telecommunications consultant, and develop administrative telecommunications plan in light of facility needs.

   (c) Keying System Review - review master key and hardware schedules. Develop keying plan for contractor to follow, with emphasis on developing long-term focus on promoting building security/safety needs.

   (d) Interior Finish Review - review interior finish components, including public furniture, carpet, etc. with a focus on desire for cost-efficient long-term care and upkeep; make recommendations regarding the purchase of proper maintenance equipment and initial procurement of durable fixtures.

   (e) Security System/CCTV Review - review of planned security/CCTV system with a focus on desire to identify, with prioritization, security needs.

(f) Directional Signage Review - review signage specifications in design plans with a focus on desire that signage meet the needs of anticipated event schedule and related vehicle/patron traffic patterns. Assist the graphics designers in the selection of interior graphics communication needs and locational plans.

(g) Kitchen/Concession Review - review both permanent and portable kitchen specifications and equipment and, together with any proposed concessionaire, recommend layout of facilities and procurement of small wares.

(h) HVAC Review - review HVAC specifications with view to control of appropriate zones in the facility that will tend to optimize energy conservation.

(i) Load In/Load Out - review ingress and egress with a view to event participation and production, including ceiling heights, storage availability and truck accessibility.

(j) Rigging/Hanging Point Analysis -- develop specifications and guidelines together with project designer and structural consultants with a view to safety and load-in and load-out efficiency considerations.

(k) Staging and Seating -- recommend seating and staging types and provide specifications with a view to set-up, maintenance, storage and labor efficiency considerations.

3. Will review and comment on reports and studies provided by the City's other consultants which are required for the design of the project and which affect operations (i.e., acoustical study, vertical transportation study etc.).

4. Make recommendations regarding layout for administrative and box offices and back-of-house areas for incorporation into the design documents.

5. Review proposed locations, types and sizes of the exterior and interior signage.

6. Review design documents at predetermined intervals to identify whether comments resulting from previous design reviews have been incorporated. Attend planning construction meetings on an on-going, as needed basis until the general construction of the Facility commences.

EXHIBIT "C"

FF&E CONSULTING TASKS

A. ASM Global will provide during the Pre-Opening Consulting Period the following FF&E consulting services:

1. Develop and submit to the City, after having obtained input with respect thereto from the City's architectural firm, a proposed inventory of fixture, furniture and equipment ("FF&E") components which ASM Global recommends be adopted and approved by the City (as listed in Exhibit C-2 and as modified by written approval of the Contract Administrator, the "FF&E Inventory"). Such proposed inventory will be based on ASM Global's judgments about the size and specific needs of the Facility and ASM Global's experience as to which equipment is necessary to operate the Facility effectively.

2. Be available to recommend to the City modifications to the working budget for the construction and equipping of the Facility based upon an analysis of hard and soft costs for FF&E reflected in the FF&E Inventory. These modifications would reflect anticipated cost savings due to ASM Global's volume buying power, negotiating experience and expertise in purchasing the proper equipment for the application.

3. Propose modifications to the FF&E Inventory based upon programmatic changes to the City's working budget for the construction and equipping of the Facility.

4. Provide general parameters and general information to the City to assist in the design of the technical systems for the Facility, including the telecommunications system and radio communications.

5. Procure and provide to the Facility the FF&E Inventory at a price not greater than that budgeted on Exhibit C-2 (per individual item), unless otherwise directed in writing by the Contract Administrator.

Exhibit "C-2"

FF&E INVENTORY & BUDGET

EXHIBIT "D"

PRE-OPENING BUDGET

[INCLUDED ON FOLLOWING PAGES]

[redacted]

[redacted]

[redacted]

[redacted] (For the Year Ended December 31, 2024)

[redacted] Operating Expenses

	[redacted]	[redacted]	[redacted]
[redacted]	1,000,000	100,000	1,100,000
[redacted]	15,000	-	15,000
[redacted]	15,000	-	15,000
[redacted]	125,000	15,000	140,000
[redacted]	10,000	10,000	-
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[redacted]	15,000	5,000	20,000
[redacted]	100,000	50,000	150,000
[redacted]	15,000	-	15,000
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[redacted]	10,000	-	10,000
[redacted]	10,000	-	10,000
[redacted]	15,000	-	15,000
[redacted]	15,000	-	15,000
[redacted]	-	-	-
[redacted]	5,000	-	5,000
[redacted]	1,000,000	100,000	1,100,000
[redacted]	-	-	-

ASM GLOBAL
FISHERS, IN MULT-PURPOSE EVENT CENTER
PRE-OPENING BUDGET
STAFFING TIMELINE

	HIRE MONTH	FTE
EXECUTIVE		
General Manager	Jun-23	1.00
Director, Booking	Nov-23	1.00
HR Manager	Jul-23	1.00
Executive Assistant/HR	Sep-24	0.00
Manager, IT	Sep-24	1.00
		4.00
FINANCE AND TICKETING		
Director, Finance & Accounting	Jan-24	1.00
Accounting Manager	Sep-24	1.00
Accounting Clerk/AP	Sep-24	1.00
Box Office Manager	Jan-24	1.00
F & B Accountant	Sep-24	1.00
		5.00
Sales & Marketing		
Director, Marketing & Communications	Jan-24	1.00
Manager, Social Media & Digital Marketin	Aug-24	1.00
Director, Sales	Mar-24	1.00
		3.00
EVENT SERVICES		
Manager, Events	Aug-24	1.00
Manager, Guest Services & Security	Aug-24	1.00
		2.00
OPERATIONS		
Director, Operations	Jul-23	1.00
Ops Manager	May-24	0.00
Housekeeping Manager	Aug-24	1.00
Engineer	Aug-24	1.00
		3.00
FOOD & BEVERAGE		
F&B Director	Nov-23	1.00
F&B Manager (Concessions)	May-24	1.00
Head Chef	May-24	1.00
Director of Premium	Mar-24	1.00
Purchasing Warehouse Manager	Jun-24	1.00
Assistant F&B Manager	Jul-24	1.00
Assistant Premium Manager	Jul-24	1.00
Sous Chef	Jul-24	1.00
		8.00
Total		25.00

EXHIBIT "E"

COOPERATION/MEDIATION

(a) The Parties desire to cooperate with each other in the management and operation of the Facility pursuant to the terms hereof. In keeping with this cooperative spirit and intent, any dispute arising hereunder will first be referred to the Parties' respective agents or representatives prior to either Party initiating a legal suit, who will endeavor in good faith to resolve any such disputes within the limits of their authority and within forty-five (45) days after the commencement of such discussions. If and only if any dispute remains unresolved after the Parties have followed the dispute resolution procedure set forth above, the matter will be resolved pursuant to paragraphs (b) and (c) below.

(b) If any dispute between the Parties has not been resolved pursuant to paragraph (a) above, the Parties will endeavor to settle the dispute by mediation under the then current CPR Institute for Dispute Resolution ("CPR") model procedure for mediation of business disputes or, if such model procedure no longer exists, some other mutually agreeable procedure. Within ten (10) business days from the date that the Parties cease direct negotiations pursuant to paragraph (a) above, the City shall provide ASM Global with a list of three (3) individuals then listed on CPR's U.S. Regional Panel of Distinguished Neutrals for the locale in which the Facility is located (or if no such list exists for the locale closest to where the Facility is located), who are available during the time period contained in subparagraph (e) below and who have no unwaived conflict of interest with respect to either Party, and ASM Global shall (within ten (10) business days after receipt of such list) select one (1) of the neutrals from such list. Each Party will bear its own cost of mediation; provided, however, the cost charged by any independent third party mediator will be borne equally by the Parties. In the mediation, each Party may be represented by their own counsel.

(c) The Parties agree that any mediation proceeding (as well as any discussion pursuant to paragraph (a) above) will constitute settlement negotiations for purposes of the federal and state rules of evidence and will be treated as non-discoverable, confidential and privileged communication by the Parties and the mediator. No stenographic, visual or audio record will be made of any mediation proceedings or such discussions. All conduct, statements, promises, offers and opinions made in the course of the mediation or such discussion by any Party, its agents, employees, representatives or other invitees and by the mediator will not be discoverable nor admissible for any purposes in any litigation or other proceeding involving the Parties and will not be disclosed to any third Party.

(d) The Parties agree that this mediation procedure will be obligatory and participation therein legally binding upon each of them. In the event that either Party refuses to adhere to the mediation procedure set forth in this Exhibit "E" the other Party may bring an action to seek enforcement of such obligation in any court of competent jurisdiction.

(e) The Parties' efforts to reach a settlement of any dispute will continue until the conclusion of the mediation proceeding. The mediation proceeding will be concluded when: (i) a written settlement agreement is executed by the Parties, or (ii) the mediator concludes and informs the Parties in writing that further efforts to mediate the dispute would not be useful, or (iii) the Parties agree in writing that an impasse has been reached. Notwithstanding the foregoing, either Party

may withdraw from the mediation proceeding without liability therefor in the event such proceeding continues for more than forty-five (45) days from the commencement of such proceeding. For purposes of the preceding sentence, the proceeding will be deemed to have commenced following the completion of the selection of a mediator as provided in paragraph (b).

(f) If any dispute has not been resolved pursuant to the foregoing, either Party may terminate this Agreement as provided in Section 12 hereof and each is free to file suit in a court of competent jurisdiction to enforce its rights hereunder.

(g) The procedure specified in this Exhibit "E" shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party, without prejudice to the above procedures, may file a complaint to seek a preliminary injunction or other provisional judicial relief, if in its sole discretion such action is necessary to avoid irreparable damage or to preserve the status quo ("**Equitable Litigation**"). Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Exhibit "E".

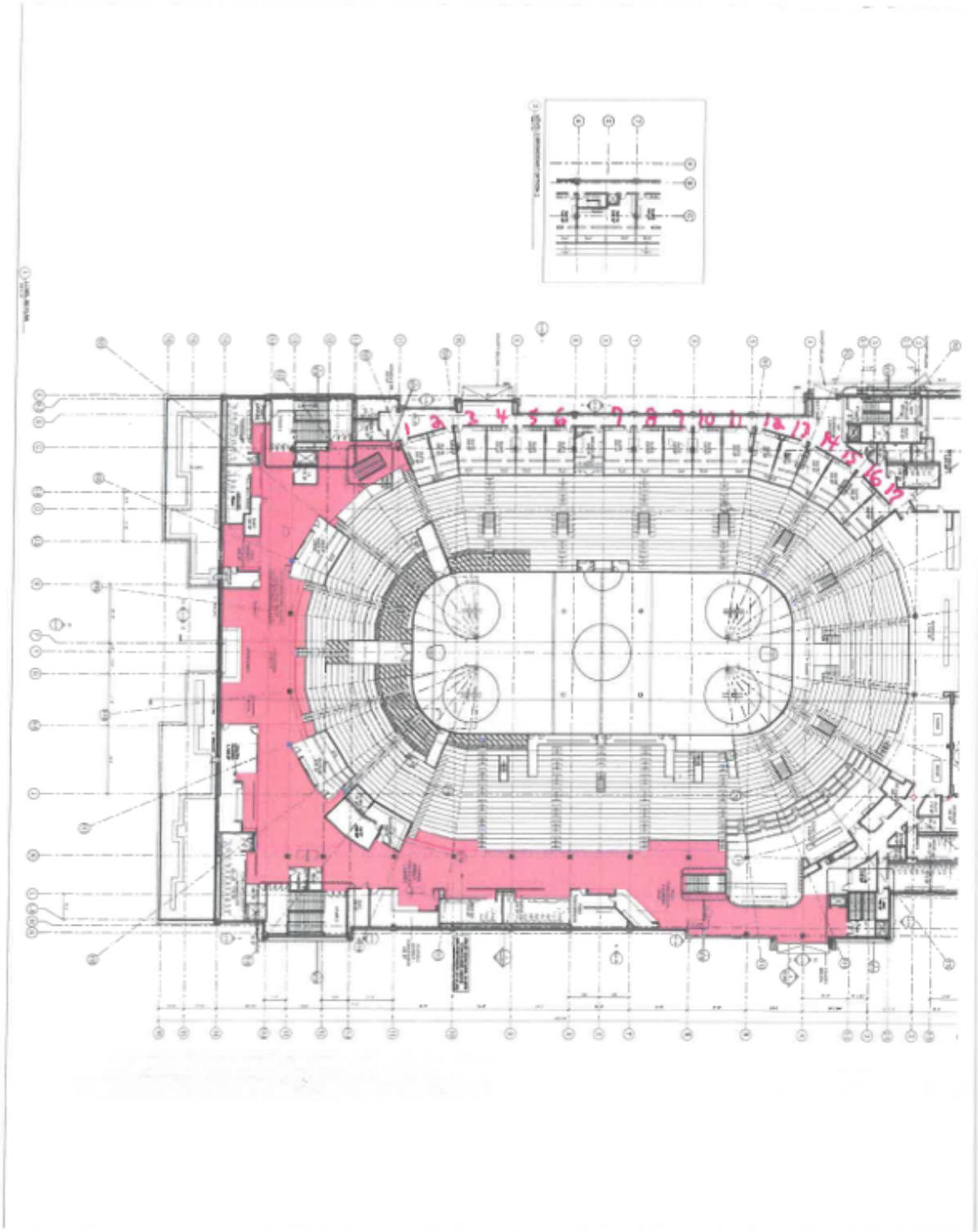
(h) Any interim or appellate relief granted in such Equitable Litigation shall remain in effect until the alternative dispute resolution procedures described in this Exhibit "E" concerning the dispute that is the subject of such Equitable Litigation result in a settlement agreement. Such written settlement agreement shall be the final, binding determination on the merits of such dispute, shall supersede and nullify any decision in the Equitable Litigation, and shall preclude any subsequent litigation on such merits, notwithstanding any determination to the contrary in connection with any Equitable Litigation granting or denying interim relief or any appeal therefrom.

All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Exhibit "E" are pending. The Parties will take such action, if any, required to effectuate such tolling. Each Party shall be required to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.

EXHIBIT "F"

FACILITY SITE & CITY SUITE (SUITE 9 ON FOLLOWIN GPAGE)

[INCLUDED ON FOLLOWING PAGES]



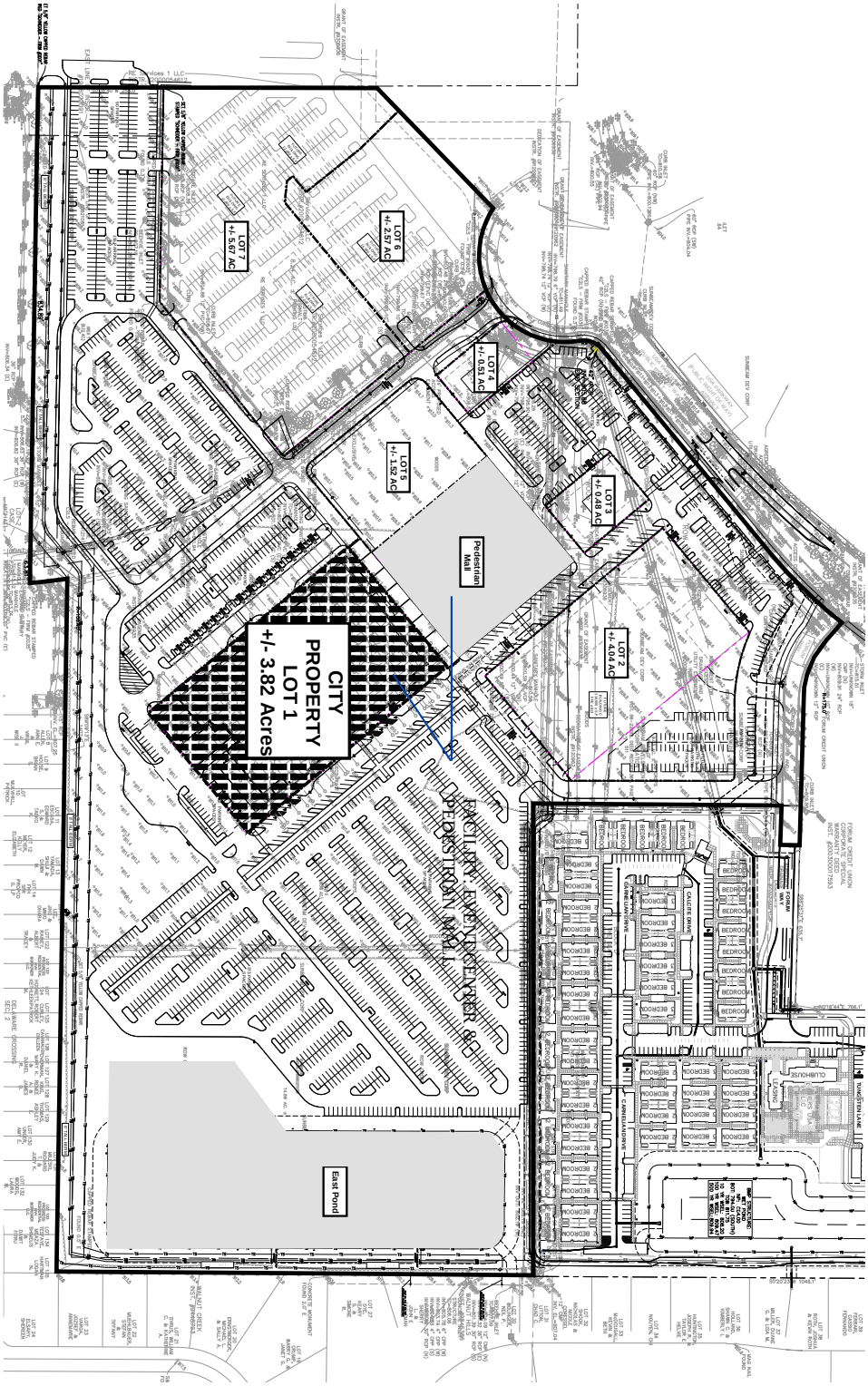

LOT 7
+/- 5.67 AC
LOT 6
+/- 2.57 AC
LOT 4
+/- 0.51 AC
LOT 5
+/- 1.32 AC
LOT 3
+/- 0.48 AC
LOT 2
+/- 4.01 AC
Pedestrian Mall
CITY PROPERTY
LOT 1
+/- 3.82 Acres
FACILITY EVENT CENTER &
PEDESTRIAN MALL
East Pond

EXHIBIT "G"

SCHEDULING GOALS

	YEARS 1-2	YEARS 3-4	YEARS 5+
CONCERTS	16	18	19
FUEL HOME GAMES	36	36	36
FAMILY SHOWS	13	15	18
RECREATIONAL SPORTS	8	10	13
OTHER ENTERTAINMENT	8	10	13
TRADESHOWS	6	8	11
COMMUNITY EVENTS	43	45	55
EVENT TOTALS	128	140	163

EXHIBIT "H"

INDY FUEL RIGHTS

[INCLUDED ON FOLLOWING PAGES]

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EXHIBIT "I"

FACILITY COVENANTS

"EVENT CENTER" AS USED IN THIS RESTRICATION SHALL BE INTERPRETED AS A REFERENCE TO THE "FACILITY"

1. Restrictions.

The Event Center shall have a capacity of not more than 8,500 seats. Food and beverage areas shall be limited to ancillary concessions areas (the "F & B Areas"). F & B Areas shall only be allowed to operate when the Event Center is hosting an event (such time referred to herein as an "Open Date"). The only permanent designated retail space permitted at the Event Center shall be a team store (the "Team Store"), which Team Store shall not exceed 15,000 square feet. The Team Store may operate during normal business hours; provided, however, pop-up kiosks and stands shall be permitted to sell event-related items on any Open Date.