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CONSECO FIELDHOUSE PROJECT
CAPITAL IMPROVEMENT BOARD
OF THE
CITY OF INDIANAPOLIS,
MARION COUNTY CONVENTION AND
RECREATION FACILITIES AUTHORITY,
PACERS BASKETBALL CORPORATION,
AND
MELVIN AND HERBERT SIMON

BAKER & DANIELS

**CONSECO FIELDHOUSE PROJECT
CAPITAL IMPROVEMENT BOARD
OF THE
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MARION COUNTY CONVENTION AND
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AND
MELVIN AND HERBERT SIMON**

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RECEIVED
JUN 19 '00

SIMON
PROPERTY GROUP

June 15, 2000

RANDOLPH L. FOXWORTHY
DIRECT: (317)263-7080
FAX: (317)685-7377
rfoxwort@simon.com

Mr. Barney Levensgood
INDIANA CONVENTION CENTER
& RCA DOME
100 South Capitol Avenue
Indianapolis, Indiana 46225

Re: Conseco Fieldhouse Agreements

Dear Barney:

I am pleased to enclose executed copies of the Operating Agreement, Financial Agreement, Parking Agreement and Understanding of Defined Terms. Pacers Basketball Corporation looks forward to a continuation of its long and mutually satisfying relationship with the CIB.

Thank you and all the members of the Board of the CIB for your efforts in creating a truly unique, one of a kind home for professional basketball in Indiana.

Sincerely yours,

SIMON PROPERTY GROUP, INC.



Randolph L. Foxworthy
Executive Vice President

RLF:dlm
Enclosures

SIMON
PROPERTY GROUP

June 14, 2000

RANDOLPH L. FOXWORTHY
DIRECT: (317)353-3060
FAX: (317)353-3377
rfoxworthy@simon.com

Mr. Barney Levensgood
INDIANA CONVENTION CENTER & RCA DOME
100 South Capitol Avenue
Indianapolis, IN 46225

Re: Conseco Field House Operating Agreement

Dear Barney:

I received Pat's second letter dated June 14, 2000, a copy of which is attached, making clarification to my letter dated June 14, 2000 to Pat, a copy of which is attached, which made clarifications to his first letter of June 14, 2000, a copy of which is attached. We are in agreement that the three letters when taken together cover the last remaining issue with regard to the project, and we will now execute and deliver the documents.

If you have any questions, please feel free to call me.

Sincerely yours,

SIMON PROPERTY GROUP, INC.



Randolph L. Foxworthy
Executive Vice President

RLF:dlm
Attachments
cc: Phillip L. Bayt, Esq.

NATIONAL CITY CENTER • POST OFFICE BOX 7033 • INDIANAPOLIS, INDIANA • 46207 • 317-636-1600

June 14, 2000

Pacers Basketball Corporation
Conseco Fieldhouse
Indianapolis, Indiana
Attention: Randy L. Foxworthy

Re: Conseco Fieldhouse Operating Agreement, Financial Agreement, Virginia Avenue Garage Parking Agreement and Understanding of Defined Terms (collectively the "Agreements")

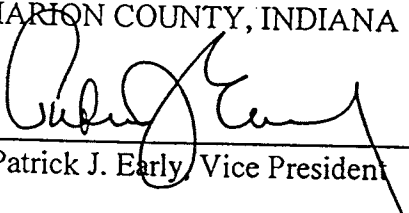
Dear Randy:

Thank you for your letter of June 14. The clarifications you described therein are acceptable with the following additional clarifications:

1. Threatened litigation in particular will likely affect the final "numbers."
2. The earliest that an initial payment can be made is after approval of a claims voucher by the Board at its August 14 meeting.

We look forward to receiving executed Agreements from you.

CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA

By: 
Patrick J. Early, Vice President

cc: G. Frederick Glass, Esq.
Barney Levengood
Mark Wright, Esq.
Mary E. Solada, Esq.

483895

PACERS BASKETBALL CORPORATION

June 14, 2000

Patrick J. Eady, Vice President
Capital Improvement Board of Managers
Of Marion County, Indiana
RCA Dome
Indianapolis, Indiana 46204

Dear Pat

I am in receipt of your letter dated June 14, 2000, regarding execution of various documents regarding Conseco Fieldhouse. We are willing to complete execution of those documents provided that the "Budget" you refer to in your letter and the cost savings therein relate to The Global Construction Budget Forecast, Estimate #18, issued by Huber Hunt Nichols/Smoot, A Joint Venture, under date of April 26, 2000. That Forecast contained a then estimated cost savings approaching \$1,800,000. We realize that final contract closeouts and forecasted additional costs have yet to be completed which may affect the final numbers. We would hope that enough additional information is gathered to permit an initial payment to us by August 1st with final closeout before the end of the year.

If this clarification is acceptable to you, please let me know so we can complete execution.

Sincerely,

Randolph L. Foxworthy

Cc: Herbert Simon

CONSECO FIELDHOUSE • INDIANAPOLIS, IN •

** TOTAL PAGE.02 **

June 14, 2000

Pacers Basketball Corporation
Conseco Fieldhouse
Indianapolis, Indiana

Re: Conseco Fieldhouse Operating Agreement, Financial Agreement, Virginia Avenue Garage Parking Agreement and Understanding of Defined Terms (collectively the "Agreements")

Dear Sirs:

The Capital Improvement Board of Managers of Marion County, Indiana ("CIB") hereby requests that the above Agreements be executed promptly by Pacers Basketball Corporation ("PBC"). As you know, the CIB has previously executed all the Agreements. This letter also confirms that the CIB intends to honor any obligation created by agreements between prior Board leadership and Pacer officials relating to payment to PBC of any cost savings from the project "Budget." However, at this time, due to threatened litigation primarily related to construction disputes, and various accounting issues, a precise number and estimated time for a distribution of funds cannot be established. The CIB is working diligently to that end. It would be helpful in the interim for PBC to begin assembling a list of expenses for which it seeks reimbursement.

The terms of this letter shall be construed to be outside the "merger" provisions as set forth in the Agreements and should be deemed to be a binding oral agreement.

Thank you very much for your attention to this matter.

CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA

By: 

Patrick J. Early, Vice President

cc: G. Frederick Glass, Esq.
Barney Levengood
Mark Wright, Esq.
Mary E. Solada, Esq.

483544

CONSECO FIELDHOUSE FINANCIAL AGREEMENT

This FINANCIAL AGREEMENT (the "Financial Agreement") is entered into as of November 1, 1999 by and between THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA ("CIB"), and PACERS BASKETBALL CORPORATION, an Indiana corporation (the "PBC").

Recitals

WHEREAS, CIB is the owner of the Real Estate and has transferred it to Marion County Convention and Recreational Facilities Authority ("MCCRFA");

WHEREAS, MCCRFA has leased the Real Estate to CIB;

WHEREAS, CIB and PBC are executing, as of the date hereof, the Conseco Fieldhouse Operating Agreement, which document sets forth the rights, duties and obligations of the parties thereto with respect to the use, occupancy and operation of the Fieldhouse Complex;

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

WHEREAS, PBC owns and operates the Indiana Pacers, a professional basketball franchise in the NBA;

WHEREAS, the Simons and/or the Simon Family Affiliates (as more particularly set forth in the PBC Stock Ownership Schedule) own substantially all of the PBC Stock;

WHEREAS, to facilitate CIB's accomplishment of the Municipal Purposes, ISC has committed to hold amateur athletic competitions in the Fieldhouse Complex; and

WHEREAS, all capitalized terms set forth herein which are not expressly defined herein, shall have the meaning(s) set forth in the Understanding of Defined Terms, executed by CIB, MCCRFA, PBC and the Simons, dated the date hereof (the "Understanding of Defined Terms").

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereunder, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIB, PBC and the Simons covenant and agree as follows:

Agreement

SECTION 1. INCORPORATION OF RECITALS

The parties hereto acknowledge and agree that the recitals set forth above shall be incorporated into this Financial Agreement for all purposes.

SECTION 2. TERMINATION OF MSA OPERATING AGREEMENT

The Market Square Arena Operating Agreement automatically shall terminate upon the Commencement Date (as defined in Section 2 of the Operating Agreement). Upon termination of the Market Square Arena Operating Agreement, each party thereto shall be relieved of all obligations thereunder and shall have no right contained therein, except that: (a) CIB shall remain obligated to make advances to PBC for maintenance and utility costs for the 1998/1999 NBA Season (in the event that such payments were not already made on the Commencement Date of the Operating Agreement), up to the maximum amount permitted with respect to such season pursuant to Section 4.5 of the Market Square Arena Operating Agreement, which amount is \$3,450,000 (the "Maximum Reimbursement Amount"); and (b) as soon as practical after the Commencement Date of the Operating Agreement, PBC and CIB shall quantify the aggregate amount of all advances made by CIB under the Market Square Arena Operating Agreement for maintenance and utility costs associated with the operation of Market Square Arena through the Commencement Date (the "Aggregate Advance Amount"). If advances to PBC for maintenance and utility costs for the 1998/1999 NBA Season have not been made on the Commencement Date, then, on the date that such advances are made, the amount of such advances shall be included in the Aggregate Advance Amount. On the date that the Aggregate Advance Amount has been advanced by CIB in accordance with this Section, such amount shall be referenced on an exhibit which shall be acknowledged by CIB and PBC, and attached hereto. PBC shall remain obligated to repay the Aggregate Advance Amount to CIB (as provided in this Financial Agreement); provided that, after the conclusion of each NBA Season during the Initial Term, five percent (5%) of the original balance of the Aggregate Advance Amount as determined after the Commencement Date of the Operating Agreement shall automatically be forgiven, unless and until such date as PBC exercises its Early Termination Right (as defined in Section 4 hereof), in which event the provisions of Section 5 hereunder shall govern the entire Aggregate Advance Amount outstanding and not previously forgiven by CIB in accordance with this Section 2.

SECTION 3. FIELDHOUSE COMPLEX MAINTENANCE AND UTILITY REIMBURSEMENT

At the end of each fiscal year during the Initial Term, it shall be determined whether or not PBC has achieved the Target Return on Franchise Value from Net Cash Flow through the end of such fiscal year. If PBC has not achieved the Target Return on Franchise Value from Net Cash Flow

through the end of such fiscal year, then, on the date that PBC is required to pay the Annual Parking Fee referred to in both Section 5(b) of the Operating Agreement and in Article XV of the Parking Agreement, CIB shall reimburse PBC (as provided in this Financial Agreement) (to the extent of the amount of the Annual Parking Fee attributable to such period) for all maintenance and utility costs and other costs relating to the operation of the Fieldhouse Complex actually incurred by PBC during such fiscal year with respect to its operation of the Fieldhouse Complex ("Reimbursement Payment"), up to the Maximum Reimbursement Amount. Notwithstanding the preceding sentence, if the full payment to PBC of the Reimbursement Payment with respect to any fiscal year would cause PBC to exceed the Target Return on Franchise Value From Net Cash Flow through the end of such fiscal year, CIB shall ratably reduce the Reimbursement Payment (but not below zero) so as to cause PBC to equal but not exceed the Target Return on Franchise Value From Net Cash Flow through the end of such fiscal year. If CIB does not reimburse PBC as provided in this Section 3, then PBC shall have the right to offset such unpaid reimbursement amount against the Annual Parking Fee. If PBC fails to make any payment of the Annual Parking Fee to CIB, then CIB shall have the right to offset such unpaid amount against the amount which CIB is required to reimburse PBC pursuant to this Section 3. The obligations of the parties under this Section 3 shall, if not fully performed at the expiration or termination of this Financial Agreement, survive such expiration or termination. Within sixty (60) days after the end of each fiscal year during the Initial Term, PBC shall provide a written statement to CIB setting forth PBC's calculations of amounts owed with respect to the matters set forth in this Section 3. CIB shall have the right to review PBC's Books and Records to the extent necessary in order to verify the information set forth in PBC's written statement.

SECTION 4. EARLY TERMINATION RIGHT

(a) Except as expressly otherwise set forth in the Operating Agreement, during the first ten (10) years of the Initial Term, so long as the NBA or a successor league remains in existence and the Indiana Pacers continue to be a member of such league, PBC shall have no right to terminate the Operating Agreement or fail or refuse to adhere to the operating covenants set forth in Section 4(b) of the Operating Agreement. PBC shall, in addition to rights expressly granted in the Operating Agreement, have the right to terminate the Operating Agreement effective during the second ten (10) years of the Initial Term by written notice to CIB ("Early Termination Notice") given within thirty (30) days after PBC notifies the NBA of its intent to relocate the Indiana Pacers franchise as of a particular NBA Season, if all of the following conditions are met (the "Early Termination Right"): (a) PBC has incurred a Significant Net Cash Flow Loss for the fiscal year ending immediately after the most recent NBA Season which immediately precedes the date on which PBC notifies CIB of its desire to terminate and PBC reasonably projects that it will produce a Significant Net Cash Flow Loss for the fiscal year ending immediately after the NBA Season in which the Early Termination Notice is given; (b) PBC reasonably projects that it will produce a Significant Net Cash Flow Loss for the fiscal year ending immediately after the NBA Season which immediately follows the NBA Season in which PBC gives CIB the Early Termination Notice;

(c) PBC reasonably projects that it will produce a cumulative Net Cash Flow from July 1, 1997 through the conclusion of the final NBA Season of the Initial Term that is less than the Target Level of Net Cash Flow; (d) CIB does not within sixty (60) days of the Early Termination Notice commit in writing to subsidize PBC in an amount which covers the Net Cash Flow Loss for the fiscal year ending immediately after the NBA Season during which the Early Termination Notice is given and PBC's reasonably projected Net Cash Flow Loss for the following fiscal year; and (e) PBC intends to structure a sale or transfer of PBC Stock sufficient to trigger CIB's First Refusal Rights, or PBC intends to sell or transfer all of the PBC Assets or a Substantial Portion of PBC's Assets; provided that, notwithstanding the foregoing, prior to the conclusion of the NBA Season during which PBC intends to give notice of its intention to terminate the Operating Agreement, PBC may give the NBA or any successor or replacement league a revocable notice that there is an intended sale of PBC Stock or that PBC intends to sell or transfer all of the PBC Assets or a Substantial Portion of PBC's Assets, so long as: (i) PBC projects in good faith that the foregoing conditions will be met at the conclusion of such season; and (ii) PBC provides to CIB a copy of such notice. Notwithstanding anything to the contrary in any of the Fieldhouse Complex Documents, (y) PBC's right to exercise its Early Termination Right prior to the expiration of the Initial Term shall be conditioned upon the triggering of CIB's First Refusal Rights by the sale of a sufficient portion of PBC Stock or PBC's sale or transfer of all of the PBC Assets or a Substantial Portion of PBC Assets and an actual Significant Net Cash Flow Loss in the NBA Season at the conclusion of which the Early Termination Right will be effective, and (z) nothing set forth in this Section 4 shall waive, limit or alter the rights and obligations of PBC and CIB under Section 11 of the Operating Agreement. Disputes with respect to the calculation of Net Cash Flow (including disputes with respect to Net Cash Flow Loss or Significant Net Cash Flow Loss) and the reasonableness of projected Net Cash Flow (including determinations regarding Net Cash Flow Loss or Significant Net Cash Flow Loss) will be resolved pursuant to the Arbitration Procedure. Upon any sale or transfer of PBC Stock not subject to CIB's First Refusal Rights or a portion of the PBC Assets which is not significant enough to trigger CIB's First Refusal Rights or which is subject to CIB's First Refusal Rights but does not otherwise result in the exercise by PBC of the Early Termination Right: (i) all of the terms and conditions of the Operating Agreement shall remain in full force and effect after the sale; and (ii) there shall be no Termination Fee (as defined below) payable by PBC to CIB. The Early Termination Notice may be given at any time after (but not before) the start of the ninth (9th) year of the Initial Term, and provided all of the conditions in this Section 4 are satisfied, the Early Termination Right shall be effective and the Operating Agreement shall terminate upon the later of (i) the conclusion of the NBA Season in which the Early Termination Notice is given or (ii) the first day of the second ten (10) years of the Initial Term. In the event the Early Termination Notice is given prior to commencement of the tenth (10th) year of the Initial Term (presumed to be the 2008/09 NBA Season), the calculation in this Section 4(a) at clause (a) with respect to the PBC Operation shall apply to the ninth (9th) year of the Initial Term (presumed to be the 2007/08 NBA Season) and the tenth (10th) year of the Initial Term (presumed to be the 2008/09 NBA Season), respectively, and the calculation at clause (b) shall be for the eleventh (11th) year of the Initial Term (presumed to be the

2009/10 NBA Season). The parties shall cooperate to effect an orderly transition upon such termination.

(b) If PBC experiences a Significant Net Cash Flow Loss for any NBA Season commencing in or after the eighth (8th) year of the Initial Term, then in order for PBC to be entitled to provide the Early Termination Notice in the following NBA Season, PBC must, with respect to the then current NBA Season, undertake the following: (i) PBC shall furnish to CIB, within forty-five (45) days after the end of each quarter during each subsequent fiscal year, a summary of the financial statements reflecting the results of the operations of PBC and the Fieldhouse Complex during such quarter and the financial condition of PBC and the Fieldhouse Complex on the final day of such quarter, and (ii) within ninety (90) days after the end of each subsequent fiscal year, PBC shall furnish to CIB a summary of PBC's year end financial statements and federal income tax return for each subsequent fiscal year in which it suffers a Significant Net Cash Flow Loss. Full copies of the financial information from PBC's Books and Records supporting the financial summaries described above shall be made available to CIB's legal representatives and accountants upon request. CIB and its legal representatives and accountants shall have the right, during normal business hours, after PBC's notice pursuant to this Section 4(b) to audit and inspect PBC's Books and Records and all financial statements and income tax returns at PBC's offices in the Fieldhouse Complex. To the extent permitted by law, all of PBC's Books and Records and all financial information provided to CIB in connection with this Section 4 shall be proprietary and confidential.

SECTION 5. EARLY TERMINATION PAYMENT

If PBC exercises its Early Termination Right as provided in Section 4 hereof, PBC shall pay to CIB a termination fee equal to the sum of: (a) the balance of the Aggregate Advance Amount not yet forgiven pursuant to Section 2 hereof; plus (b) an amount equal to the Applicable Termination Percentage at the time of such exercise, multiplied by the Net Sales Proceeds from the sale or transfer of PBC Stock subject to CIB's First Refusal Rights or that portion of the PBC Assets sufficient to trigger CIB's First Refusal Rights as set forth in Section 11(e) of the Operating Agreement (the sum of (a) and (b) constituting the "Termination Fee"); provided that the Termination Fee shall not exceed the sum of: (a) Fifty Million Dollars (\$50,000,000); plus (b) the Applicable Scale Amount. PBC shall arrange to have the sale of PBC Stock or PBC Assets closed into an escrow with an independent third party escrow agent under an agreement with such escrow agent that will provide that (i) the escrow agent has sufficient funds and adequate direction to disburse the Termination Fee to the CIB as a condition of breaking the escrow in the contemplated transaction and of paying any of the Net Sale Proceeds to PBC, the Simons, any Simon Affiliate or Simon Family Affiliate and (ii) CIB is a third party beneficiary of such condition with full rights to enforce such condition against the Escrow Agent, PBC, the Simons and any Simon Affiliate or Simon Family Affiliate. Notwithstanding anything to the contrary set forth herein, the exercise of PBC's Early Termination Right shall be rescinded and of no force or effect if PBC fails to pay the Termination Fee to CIB in accordance with this Section 5.

SECTION 6. EVENTS OF DEFAULT

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

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

(i) PBC fails to pay any amount required to be paid pursuant to the terms of this Financial Agreement within five (5) days after written notice of such failure;

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

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

(iv) An event of default by PBC under any of the other Fieldhouse Complex Documents and the expiration of any applicable cure periods.

(b) Remedies of CIB. Upon an Event of Default by PBC: (i) of the nature described in clauses (a)(i), (ii) or (iv) above, CIB shall have the right, without any further notice or demand whatsoever, to terminate and cancel this Financial Agreement; or (ii) of the nature described in clauses (a)(i), (ii) or (iv) above, CIB shall have the right, without any further notice or demand (A) to perform such acts as are necessary to cure such Event of Default by PBC and to recover the reasonable cost of so doing, and/or (B) specifically enforce any of CIB's rights or PBC's obligations hereunder. The rights and remedies set forth in this Section, together with CIB's rights and remedies as set forth in the other Fieldhouse Complex Documents, shall be the sole remedies of CIB for any PBC Event of Default hereunder. PBC shall be responsible to CIB for all costs and expenses

incurred by CIB in enforcing its rights or PBC's obligations hereunder, including all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum. In addition to all other remedies of CIB set forth in this paragraph (b), upon an Event of Default by PBC of the nature described in clause (iv) above which arises out of, or is related to, PBC's failure or refusal to play NBA basketball games in the Fieldhouse in compliance with PBC's obligations under Section 4(b) of the Operating Agreement (other than as a result of a breach by CIB of its obligations under the Fieldhouse Complex Documents or an act of Force Majeure) ("Special Event of Default"), CIB shall have the right to obtain specific performance of PBC's obligations under that Section, it being agreed by the parties that it would be difficult to calculate an adequate remedy in damages, that this situation is so unique as to warrant equitable relief, and that CIB shall first seek equitable relief. In the event, however, that PBC successfully challenges CIB's right to specific performance as a result of the occurrence of a Special Event of Default, then PBC agrees that because it would be difficult to calculate damages, the parties agree that CIB shall be entitled in the event of the occurrence of a Special Event of Default to liquidated damages equal to the sum of (i) Fifty Million Dollars (\$50,000,000.00) and (ii) the Applicable Scale Amount calculated as of the date of the occurrence of the Special Event of Default.

(c) Events of Default by CIB. Each of the following shall be an "Event of Default by CIB" hereunder if:

(i) CIB fails to pay any amount required to be paid pursuant to the terms of this Financial Agreement within five (5) days after written notice of such failure;

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

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

(iv) An event of default by CIB under any of the other Fieldhouse Complex Documents and the expiration of any applicable cure periods.

(d) Remedies of PBC. Upon an Event of Default by CIB under clause (c)(i) above, PBC shall have the right to offset the amount which CIB fails to pay against the sums due from PBC to CIB, from time to time, under any of the Fieldhouse Complex Documents. Upon an Event of Default by CIB under clauses (c) (ii) or (iv) above, PBC shall have the right, without any further notice or demand whatsoever, to (i) perform such acts as are necessary to cure the Event of Default by CIB, (ii) to recover the reasonable costs of so curing, and (iii) specifically enforce any of PBC's rights or CIB's obligations hereunder. The rights and remedies set forth in this Section, together with PBC's rights and remedies as set forth in the other Fieldhouse Complex Documents, shall be the sole remedies of PBC for any CIB Event of Default hereunder. CIB shall be responsible to PBC for all costs and expenses incurred by PBC in enforcing its rights or CIB's obligations hereunder, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

SECTION 7. AUTHORIZATION AND EXECUTION BY CIB.

CIB represents and warrants that: (a) it has performed and complied with all applicable codes, ordinances, statutes, laws, rules and regulations as are necessary or requisite to CIB's entering into of this Financial Agreement; (b) this Financial Agreement is the valid and binding obligation of CIB, enforceable against it in accordance with its terms; and (c) CIB has full power and authority to enter into and to perform this Financial Agreement.

SECTION 8. AUTHORIZATION AND EXECUTION BY PBC.

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

SECTION 9. NOTICES.

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

PBC: Pacers Basketball Corporation
300 East Market Street
Indianapolis, Indiana 46204
Attention: President

With a copy to: Melvin Simon & Associates, Inc.
15th Floor, National City Plaza
115 W. Washington Street
Indianapolis, Indiana 46204
Attention: Herbert Simon
Stephen H. Simon
Randolph L. Foxworthy

With a copy to: Phillip L. Bayt, Esq.
Ice Miller Donadio & Ryan
One American Square
Box 82001
Indianapolis, Indiana 46282-0002

CIB: Mr. John P. Klipsch
Director of Special Projects
Indiana Convention Center and RCA Dome
100 S. Capitol Avenue
Indianapolis, Indiana 46225

With a copy to: Mr. Augustus Levengood
Executive Director
Indiana Convention Center and RCA Dome
100 S. Capitol Avenue
Indianapolis, Indiana 46225

With a copy to: Mary Solada, Esq.
Bingham Summers Welsh & Spilman
10 W. Market Street, Suite 2700
Indianapolis, Indiana 46204

With a copy to: Mark Wright, Esq.
Baker & Daniels
300 North Meridian Street, Suite 2700
Indianapolis, Indiana 46204

All notices sent in accordance with this Section shall be deemed given and effective on the date delivered if delivered in person, on the date deposited if sent via overnight courier service or on the date transmitted if sent via facsimile.

SECTION 10. PBC EXCULPATION.

Notwithstanding anything in this Financial Agreement to the contrary, CIB agrees that, no officer, employee, director or shareholder in or of PBC, or of any successor or assign of PBC, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against PBC, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 11 shall relieve any person or entity for liability or damages from fraud.

SECTION 11. CIB AND MCCRFA EXCULPATION.

Notwithstanding anything in this Financial Agreement to the contrary, PBC agrees that, no partner, officer, director, employee or shareholder in or of CIB or MCCRFA, or of any successor or assign of CIB or MCCRFA, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against CIB or MCCRFA, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 11 shall relieve any person or entity for liability or damages from fraud.

SECTION 12. SUCCESSORS AND ASSIGNS.

This Financial Agreement is binding upon, and shall inure to the benefit of, the parties hereto, and to their respective successors and assigns.

SECTION 13. TIME IS OF THE ESSENCE

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

SECTION 14. COOPERATION BETWEEN PARTIES

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

SECTION 15. ENTIRE AGREEMENT

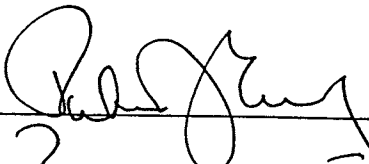
This Agreement supersedes all prior correspondence, negotiations and agreements and constitutes the entire agreement between the parties with respect to the subject matter hereof.

SECTION 16. INDIANA LAW

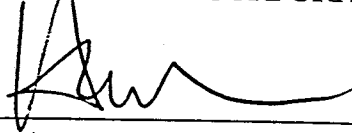
This Financial Agreement has been executed under, and shall be interpreted in accordance with, the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Financial Agreement to be duly executed as of the date first written.

THE CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY, INDIANA

By: 
Printed: PATRICK J. EARLE
Title: PRESIDENT

PACERS BASKETBALL CORPORATION

By: 
Printed: Herbert Simon
Title: Co-Chairman

UNDERSTANDING OF DEFINED TERMS

This Understanding of Defined Terms (the "Understanding"), executed as of the 1st day of November, 1999, by and among THE CAPITAL IMPROVEMENT BOARD OF THE CITY OF INDIANAPOLIS ("CIB"), MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY ("MCCRFA"), PACERS BASKETBALL CORPORATION, an Indiana corporation ("PBC"), and MELVIN and HERBERT SIMON (the "Simons"), witnesses that:

Recitals

WHEREAS, CIB and PBC have entered into the Conseco Fieldhouse Operating Agreement (the "Operating Agreement"), an Indiana Fieldhouse Financial Agreement (the "Financial Agreement") and a Virginia Avenue Parking Garage Parking Agreement (the "Parking Agreement") all dated the date hereof (collectively, with this Understanding, the "Fieldhouse Complex Documents");

WHEREAS, the Simons and MCCRFA have joined in the Operating Agreement for certain limited purposes;

WHEREAS, CIB, PBC, the Simons and MCCRFA desire to enter into this Understanding with respect to the definition of certain words and phrases set forth in the Fieldhouse Complex Documents;

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Fieldhouse Complex Documents, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIB, PBC, the Simons and MCCRFA agree that, unless expressly defined elsewhere in one or more of the Fieldhouse Complex Documents, the following words and phrases shall have the following meanings thereunder and hereunder:

"Acceptable Offer" shall have the meaning set forth in Section 11(f) of the Operating Agreement.

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

"ADA" means the Americans with Disabilities Act.

"Affiliate Transactions" means any transaction between (i) PBC and (ii) Simon, any PBC Affiliate, any Simon Affiliate or any Simon Family Affiliate.

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

"Aggregate Advance Amount" shall have the meaning set forth in Section 2 of the Financial Agreement.

"Annual Parking Fee" shall mean the amount paid by PBC to CIB in accordance with Section 5(b) of the Operating Agreement.

"Applicable Scale Amount" means the amounts set forth on Exhibit A, attached hereto and incorporated herein by reference, for each applicable time period set forth therein.

"Applicable Termination Percentage" means the percentages set forth on Exhibit B, attached hereto and incorporated herein by reference.

"Applicable Inspecting Authority(ies)" means, with respect to any particular portion of CIB's Work, the representative of the person or entity that is described on Exhibit C, attached hereto and incorporated herein by reference. With respect to PBC, the term means the PBC Representative, the General Manager of PBC and the Executive Director of the Fieldhouse or any person retained by any of them.

"Approved Alteration Amount" means Two Hundred Thousand Dollars (\$200,000.00) at the Commencement Date, but shall be adjusted annually in accordance with the CPI Percentage Adjustment.

"Approved Loan Uses" means the use of Approved Loan proceeds (i) to offset or prevent Net Operating Cash Flow Deficits, (ii) to repay or refinance Shareholder Loans to the extent that interest charges and fees are not materially more burdensome than a Prevailing Rate Loan, (iii) to provide funds to PBC required in the operation of or in furtherance of the business of PBC or the operation of the Fieldhouse Complex, (iv) to acquire capital assets for PBC required in the operation of or in furtherance of the business of PBC or the operation of the Fieldhouse Complex, or (v) to make distributions to some or all of the Shareholders to PBC provided that after such distribution, PBC has sufficient financial resources to conduct its business and perform its obligations under the Fieldhouse Complex Documents.

"Approved Loans" means (i) Shareholder Loans to the extent the interest charges and fees are not materially more burdensome than a Prevailing Rate Loan or (ii) other loans which are not Shareholder Loans, the entire proceeds of which Shareholder Loans or other loans are used for Approved Loan Uses; provided that no loan or financing shall be considered an Approved Loan if (x) the lender making the loan or extending the financing has the right, during the term of the loan but prior to any borrower default, to exercise actual or effective control over PBC or the operations of the Indiana Pacers franchise or the Fieldhouse Complex, or (y) the loan is made or the financing is extended by Simon or any PBC Affiliate, Simon Affiliate or Simon Family Affiliate, to the extent that the loan or the financing is materially more burdensome on PBC than a Prevailing Rate Loan.

"Arbitration Procedure" means the procedure for resolving disputes set forth in Section 32 of the Operating Agreement.

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

"Architect" means Ellerbe Becket Architects and Engineers, Inc. as to the Fieldhouse Complex and the entities identified from time to time by CIB as to the Affiliated Projects.

"Bird" has the meaning ascribed in Section 11(c) of the Operating Agreement.

"Bird Stock" has the meaning ascribed in Section 11(c) of the Operating Agreement.

"Capital Contributions" mean:

- (a) the capital contributions heretofore made by PBC Shareholders to PBC;
- (b) the Shareholder Loans made by PBC Shareholders to PBC on or before June 30, 1997;
- (c) an amount equal to any additional capital contributions or Shareholder Loans made by shareholders of PBC to PBC on or after the date hereof; and
- (d) any Shareholder Loans made by shareholders of PBC to PBC after June 30, 1997, except to the extent of interest charges and fees that are materially more burdensome than a Prevailing Rate Loan.

"Captured Revenues" means those cash or non-cash revenues or receipts that otherwise would be reportable for federal income tax purposes by PBC as revenues or receipts of PBC that (i) are attributable to the use of the Fieldhouse Complex or the exercise by PBC of its rights under Section 3 of the Operating Agreement, (ii) are attributable to the ownership or operation of the Indiana Pacers but for the fact that PBC has transferred or assigned to the Simons or Simon Family Affiliates the right to receive such cash or non-cash revenues for consideration materially below a Prevailing Rate Payment or (iii) are attributable to PBC but the economic benefits of which are received by the Simons or Simon Family Affiliates as a result of reciprocal arrangements with parties doing business with PBC and the Simons or Simon Family Affiliates, provided, however, that the term shall not include either (x) bona fide donations or contributions to not-for-profit or governmental organizations that are not material to the market value of PBC or (y) financial arrangements with players, coaches or a Senior Management Representative of PBC (other than the Simons or Simon Family Affiliates) entitling them to a percentage of revenues or receipts.

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

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

"CIB Affiliate" means:

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

"CIB Construction Budget" shall mean the budget for CIB's Work, estimated from time to time.

"CIB Construction Plans" means initially, the scope of work for the Fieldhouse Complex as evidenced by the 100% construction drawings, specifications that have been bid and awarded and the documents referred to on Exhibit D, as such items are amended from time to time by Change Orders.

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

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

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

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

"Commencement Date" shall have the meaning set forth in Section 2(a) of the Operating Agreement.

"Component" shall mean any item of real or tangible personal property that is incorporated into the Fieldhouse or integral to the operation or maintenance of the Fieldhouse in accordance with the standards contemplated by the Operating Agreement including, but not limited to, all structural members, all mechanical, electrical, plumbing, heating, ventilation, air conditioning and other equipment (including principal components of each such item of equipment), seats, elevators and escalators, electronic parts, scoreboards, video replay and display equipment and all other Fieldhouse

furniture, fixtures, and equipment, including without limitation all items included or having a use or function comparable to items included in the Project Program Manual.

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

"Construction Manager" means Huber, Hunt & Nichols/Smoot, a joint venture; as to the Fieldhouse Complex and the entities identified from time to time by CIB as to the Affiliated Projects.

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

"CPI Percentage Adjustment" means a percentage, the numerator of which shall be the Consumer Price Index for the calendar month in which the determination is being made, and the denominator of which shall be the Consumer Price Index for the last calendar month of the first full fiscal year of PBC after the Commencement Date.

"Debt Service Obligations" mean scheduled periodic payments of interest on, and amortized principal of, Approved Loans.

"Early Termination Notice" shall have the meaning set forth in Section 4(a) of the Financial Agreement.

"Early Termination Right" shall have the meaning set forth in Section 4(a) of the Financial Agreement.

"Economic Value" means cash or, if not cash, the fair market value to PBC or the shareholders of PBC which the Market Professionals assign to any Acceptable Offer to buy PBC Assets or PBC Stock based on the monetary and other terms of the Acceptable Offer.

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

"Environmental Disclosure Memorandum" means the Memorandum from L. Kane to M. Solada dated November 22, 1999 and attached as Exhibit E, and incorporated herein by reference.

"Environmental Laws" means any federal, state or local law, common law decision, court decision or administrative decision, ordinance, regulation, rule, court order or decree, or administrative order, policy or guideline concerning action levels of a governmental authority relating to the environment, public health, any Hazardous Material or any Environmental Activity or Condition on, under or about the Real Estate, in effect from time to time, including, but not

limited to (i) the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); (ii) the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.); (iii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.); (iv) the federal Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); or (v) Title 13 of the Indiana Code.

"Event of Default" shall have the meaning set forth in Section 6 of the Financial Agreement, Section 13 of the Operating Agreement and Section 5 of the Project Agreement.

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

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

"Fieldhouse" means the multi-sports and events arena constructed by CIB as part of the Fieldhouse Complex and known as the Conseco Fieldhouse.

"Fieldhouse Complex" means:

- (c) the Fieldhouse and related improvements to be constructed by CIB on the Real Estate in accordance with the CIB Construction Plans;
- (d) the Owner's Portion of the FF&E Package; and
- (e) the Plaza areas south of Chesapeake Street along Pennsylvania Street and Delaware Street as depicted on Exhibit F, attached hereto and incorporated herein by reference.

"Fieldhouse Complex Documents" shall have the meaning set forth in the first recital to this Understanding.

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

"Financial Agreement" shall mean that certain Indiana Fieldhouse Financial Agreement by and between The Capital Improvement Board of Managers of Marion County, Indiana and Pacers Basketball Corporation entered into as of November 1, 1999.

"First-Class Arena Facilities" means multi-purpose fieldhouses or arenas placed in service in 1999 or thereafter in media markets at least as large as Indianapolis that serve as the home venues of NBA men's basketball team franchises.

"Force Majeure" means any delay or failure by any party to one or more of the Fieldhouse Complex Documents in the performance of any non-monetary obligations due to causes beyond its

control (other than lack of funds), including but not limited to, acts of God or of the public enemy, legal proceedings brought by a non-party to the Fieldhouse Complex Documents with respect to the subject matter thereof, fires, floods, epidemics, quarantine, restrictions, strikes, material shortages, dissolution of the NBA, suspension of NBA league play, freight embargoes, unusually severe weather impacting or preventing the conduct of a Home Basketball Game, or the delay by the other party thereto in the performance of its obligations under any of the Fieldhouse Complex Documents that cause another party delay in the performance of its obligations. In the event of any Force Majeure, the time for performance of said obligations shall be extended for the period of the Force Majeure event. As to a Home Basketball Game, the term means that those circumstances exist such that there is no other safe and reasonable option except to postpone such game, provided that such game shall be rescheduled as soon as reasonably possible after the cessation of those circumstances and provided further, that all decisions on postponement or rescheduling shall be subject to the rules, regulations and determinations of the NBA. In addition, with respect to CIB's construction of the Fieldhouse Complex, it shall be deemed an event of Force Majeure if PBC fails to review or respond, or unreasonably delays reviewing and responding to the CIB Construction Plans (including the review of and response to all designs and drawings during the period of the Design Refinement Process described in Section 2(b) of the Project Agreement). The party seeking the benefit of this Force Majeure provision shall, within ten (10) business days after such party becomes aware that it has been adversely affected by any Force Majeure event, notify the other party in writing of the causes thereof and request an extension for the period of the Force Majeure event.

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

"Home Basketball Games" mean those NBA regular season and playoff games of the Indiana Pacers that are not scheduled by the NBA to be played at an opponent's home court.

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

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

"Initial Term" shall have the meaning set forth in Section 2(a) of the Operating Agreement.

"IRPTL" means the Indiana Responsible Property Transfer Law codified at I.C. 13-25-3-1 et seq.

"ISC" means the Indiana Sports Corporation.

"ISC Rate" means the rate applicable to ISC's use of the Fieldhouse Complex in accordance with the ISC Reservation Procedure, as the formula for determining such rate is set forth on Exhibit G, attached hereto and incorporated herein by reference.

"ISC Reservation Procedure" means the manner by which ISC may reserve the use of the Fieldhouse Complex for amateur athletic, civic and other related or similar events, as such procedure is more particularly described on Schedule 4(g) to the Operating Agreement and on Exhibit H, attached hereto and incorporated herein by reference.

"Latent Defects in Construction" mean those material defects in the Scope of Work or in the design of the Fieldhouse Complex which are not discovered (or not reasonably discoverable) by PBC during its routine and customary inspections of the Fieldhouse Complex.

"Latent Variations in Plans and Specifications" mean material variations from the CIB Construction Plans in CIB's original construction which are not discovered (or not reasonably discoverable) by PBC during its inspections of the Fieldhouse Complex.

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

"Major Systems" means those systems and components in the Fieldhouse Complex, including the specified components, listed on Exhibit I, attached hereto and incorporated herein by reference.

"Market Professional Criteria For Selection" means the criteria for selection of Market Professionals set forth on Exhibit J, attached hereto and incorporated herein by reference.

"Market Professionals" mean the persons or parties mutually selected by PBC and CIB (or selected by the Arbitration Procedure if the parties cannot agree) to make certain determinations and resolve certain controversies arising under one or more of the Fieldhouse Complex Documents, which persons must be selected with reference to the Market Professional Criteria for Selection.

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

"Market Square Arena Operating Agreement" means the Operating Agreement by and between CIB, Arena Management, Inc., and PBC, dated March 17, 1986, as amended through the date hereof.

"Maximum Reimbursement Amount" shall have the meaning set forth in Section 3 of the Financial Agreement.

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

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

"MSA Complex" shall have the meaning set forth in Section 8(b) of the Operating Agreement.

"Municipal Purposes" shall have the meaning set forth in the Recitals of the Project Agreement and in the Recitals of the Financial Agreement.

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

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

"NBA Reviewed Plans" means:

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

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

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

"Net Cash Flow" means, with respect to any fiscal year, the taxable income of PBC for federal income tax purposes for such fiscal year as reflected in the federal income tax return of PBC, increased by the following:

- (i) the amount of depreciation and amortization deducted in such tax return to arrive at taxable income;
- (ii) any non-taxable income or receipt of PBC (other than prepaid deposits for tickets or Fieldhouse Events or ticket sale proceeds for future Fieldhouse Events until such Fieldhouse Event has been conducted);
- (iii) proceeds of loans, borrowings or refinancings except to the extent the proceeds therefrom are distributed to Shareholders; and
- (iv) condemnation awards and insurance proceeds received by PBC and not used to restore the Fieldhouse Complex or PBC Assets,

and also increased, to the extent deducted in determining taxable income, by the following:

- (i) payments by PBC on the principal of, interest on or fees for loans which are not Approved Loans [COROLLARY OF (i) BELOW];
- (ii) expenditures made by PBC that are not in the operation of or in the furtherance of the business of PBC or the operation of the Fieldhouse Complex [COROLLARY OF (ii) BELOW];
- (iii) expenditures by PBC for the acquisition of property or for capital repairs, replacements or improvements that are neither in furtherance of the business of PBC nor for the Fieldhouse Complex [COROLLARY OF (vi) BELOW]; and
- (iv) reserves or escrows to the extent not described in clause (vii) below,

and reduced, to the extent not otherwise deducted in determining taxable income, by the following (except to the extent paid from reserves previously deducted in determining Net Cash Flow):

- (i) payments by PBC on the principal of interest on or fees for any Approved Loans or other non-loan debts incurred in the operation of or in the furtherance of the business of PBC or the operation of the Fieldhouse Complex (provided that payments respecting principal, interest on or fees allocable to loan proceeds from Approved Loans distributed to Shareholders shall not be included in the reduction calculation);
- (ii) expenditures made by PBC in the operation of or in furtherance of the business of PBC or the operation of the Fieldhouse Complex;
- (iii) payments made by PBC for assessments, contributions or other kinds of payments to the NBA;
- (iv) payments made by PBC for deferred players' compensation obligations (whenever the obligation was created) and an annual accrual as reasonably required to fund future deferred compensation obligations under contracts entered into or acquired after May 1, 1983, provided that PBC shall not be

entitled to a deduction for an actual payment for deferred players' compensation if the accrual respecting such payment has previously been deducted in determining Net Cash Flow during the ninth (9th) year of the Initial Term or thereafter;

- (v) payments made by PBC for or upon all liabilities or obligations in connection with the acquisition by PBC of the Indiana Pacers whether or not existing at the time of acquisition (including but not limited to settlement obligations with the former American Basketball Association or the entry of the Indiana Pacers into the NBA);
- (vi) expenditures made by PBC for the acquisition of property and for capital repairs, replacements or improvements to the Fieldhouse Complex or in furtherance of the business of PBC; and
- (vii) reserves or escrows, including reserves for capital needs and anticipated expenses, which are reasonable for the efficient operation of PBC and the Fieldhouse Complex through the balance of the then current NBA Season.

Notwithstanding the foregoing, Net Cash Flow shall be increased by Captured Revenues, but shall not be decreased by an Affiliate Transaction to the extent any such Affiliate Transaction results in expenses of or payments by PBC materially in excess of a Prevailing Rate Payment. Notwithstanding the foregoing, no proceeds, payments or other items that are included or deducted in the calculation of Net Sales Proceeds shall be included in the calculation of Net Cash Flow.

"Net Cash Flow Loss" means, with respect to any period, the circumstance in which Net Cash Flow for any such period is less than zero.

"Net Sales Proceeds" means, with respect to any disposition of PBC Stock or PBC Assets:

- (a) the gross proceeds of any nature received by PBC as consideration for the disposition of PBC Assets or by any Shareholder that is a Simon, any PBC Affiliate, any Simon Affiliate or any Simon Family Affiliate as consideration for the disposition of PBC Stock; less
- (b) the sum of (u) the principal balance of Approved Loans, and any accrued interest thereon, repaid from such gross proceeds; (v) Capital Contributions returned from such gross proceeds; (w) the amount of taxes payable as a result of the transaction (other than any federal, state, or local income, receipt, revenue, excess profit, franchise, estate, inheritance, succession, capital levy, excise or gift taxes or taxes enacted or imposed in full or partial substitution for, or enhancement of, any such taxes); (x) brokers' and finders' fees paid from such gross proceeds (provided that fees paid to Simon, any Simon Affiliate or any Simon Family Affiliate shall only be allowed to the extent of two percent (2%) of gross proceeds; (y) the outstanding balance of the Aggregate Advance Amount to be repaid; and (z) all other necessary and customary closing costs. Notwithstanding the foregoing, no proceeds, payments or other items that are included or deducted in the calculation of Net Cash Flow shall

be included or deducted in the calculation of Net Sales Proceeds. To the extent the repayment of Shareholder Loans falls within more than one category, such repayment shall not be counted more than once.

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

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

"Operating Agreement" shall mean that certain Indiana Fieldhouse Operating Agreement by and between Marion County Convention and Recreational Facilities Authority, The Capital Improvement Board of Managers of Marion County, Indiana, and Pacers Basketball Corporation and Melvin and Herbert Simon entered into as of November 1, 1999.

"Operator" means PBC.

"Operator's Portion of the FF&E Package" shall mean all equipment, personal and trade fixtures brought upon, used at or used in connection with, the Fieldhouse Complex, by PBC, all of which have been coordinated with CIB's Construction Plans and designed and coordinated through the Architect and the Construction Manager.

"Owner" means CIB.

"Owner's Portion of the FF&E Package" means the portion of the FF&E Package (and components thereof) set forth on Exhibit K, to be agreed on by the parties on or before May 30, 2000, and to be attached hereto and incorporated herein by reference.

"Parking Agreement" means the Virginia Avenue Parking Garage Parking Agreement between CIB and PBC dated effective as of November 1, 1999.

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

"PBC Affiliate" means:

- (a) any entity or person holding any direct or indirect equity, ownership, or beneficial interest in PBC, or any entity controlling, controlled by, or under common control with PBC (the "Primary Affiliate");

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

"PBC Assets" shall have the meaning set forth in Section 11(a) of the Operating Agreement.

"PBC Books and Records" means all books and records relating in any way to (i) proceeds, payments or items that are included or deducted in the calculation of Net Cash Flow or Net Sale Proceeds, or (ii) PBC's use and/or operation of the Fieldhouse Complex or other operations of PBC, including but not limited to, all books and records relating to Indiana Pacers games and other Fieldhouse Events, advertising, signage, licensing, logo sales, appearance fees, concessions and any other items which are, in any way, related, ancillary or incidental, to any of the above-referenced items, which Books and Records shall be maintained in accordance with the historical practices of PBC, but consistent with the new financial and accounting concepts incorporated in the Fieldhouse Complex Documents and not present in the Market Square Arena Operating Agreement.

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

"PBC Maintenance Notice" shall have the meaning set forth in Section 7(c) of the Operating Agreement.

"PBC Operation" shall have the meaning set forth in Section 4 of the Financial Agreement.

"PBC Representative" means John Hilkene, which person has been authorized by PBC to communicate with CIB on its behalf.

"PBC Stock" means the outstanding shares of PBC stock, from time to time.

"PBC Stock Ownership Schedule" means the schedule of all persons or parties owning PBC Stock (and the degree of such ownership), as more particularly described on Exhibit L, attached hereto and incorporated herein by reference.

"Permitted Encumbrances" means those matters listed on Exhibit M, attached hereto and incorporated by reference.

"Prevailing Rate Loan" means any loan or financing made to PBC by any person or entity, pursuant to which the interest rate, the term, the amortization period and the discount points, fees and other payments are materially consistent with loans or financings made at such time by institutional lenders to borrowers of the same credit risk as PBC after arm's-length negotiations.

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

"Punch List" means those lists logged on Exhibit N, attached hereto and incorporated herein by reference.

"Purchase Agreement" shall have the meaning set forth in Section 11(f) of the Operating Agreement.

"Real Estate" means that certain real estate generally located at Pennsylvania and Chesapeake Streets in Marion County, Indiana, and more particularly described on Exhibit O, attached hereto and incorporated herein by reference.

"Reasonableness Standard" means the decision a reasonable person with experience in such matters would make in the instance without undue influence from others, taking into account the unbiased facts that are ascertainable and the custom and practice of those who design, construct and operate first class arenas.

"Reimbursement Payment" shall have the meaning set forth in Section 3 of the Financial Agreement.

"Reserved Parking Facilities" means the Virginia Avenue Parking Garage in which the Reserved Parking Spaces are located.

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

"Right of First Refusal" shall have the meaning set forth in Section 11(f) of the Operating Agreement.

"Scope of Work" shall have the meaning set forth in Section 31(a) of the Operating Agreement.

"Senior Management Representative of PBC" means the Simons, Steven H. Simon, Randolph L. Foxworthy, the President or General Manager of the Indiana Pacers and the Executive Director of the Fieldhouse Facilities Management of PBC.

"Shareholder" means a shareholder of PBC.

"Shareholder Loan" means any loan to PBC from any shareholder of PBC.

"Significant Net Cash Flow Loss" means at the end of any fiscal year of PBC during the Term, it is determined that PBC has experienced a Net Cash Flow Loss for such fiscal year in an amount not less than Two Million Dollars (\$2,000,000.00).

"Simon Affiliates" mean any entity which is more than fifty percent (50%) owned, directly or indirectly, by one or both Simons, or is controlled by one or both Simons. For the purposes of this paragraph, the term "control" means exclusive possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or partnership interests, or by contract or otherwise.

"Simon Family Affiliates" mean the Simons, their spouses, lineal descendants and any trust created and maintained solely for the benefit of the Simons, their spouses and/or their lineal descendants.

"Simons" mean Melvin and Herbert Simon.

"South Parking Lots" shall have the meaning set forth in the recitals to the Parking Agreement.

"Sponsor" means a person or entity that enters into an agreement with PBC to be a sponsor for any element of the Fieldhouse Complex or PBC's business at the Fieldhouse Complex, such as a naming rights sponsor, building partner sponsor, or official product provider, purchaser of advertising media or any related agreement, including but not limited to those identified on Exhibit P, attached hereto and incorporated herein by reference.

"Staff Parking Spaces" means the parking spaces granted by CIB to PBC in accordance with Section 1(b) of the Operating Agreement.

"Structural, Building Exterior and Roof Components" mean the entire structural system, the entire building exterior envelope and the entire roof system and all necessary structural supports for each including, but not limited to, those items described on Exhibit Q, attached hereto and incorporated herein by reference.

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

"Target Level of Net Cash Flow" means the dollar amount that would be generated in cumulative Net Cash Flow from July 1, 1997 through the end of the stated Initial Term from an eighteen percent (18%) cumulative compounded return on an agreed franchise value of the Indiana Pacers of One Hundred Million Dollars (\$100,000,000.00).

"Target Return on Franchise Value From Net Cash Flow" means a cumulative compounded return of eighteen percent (18%) per annum from July 1, 1997 on the franchise value of the Indiana Pacers, which franchise value is agreed to be One Hundred Million Dollars (\$100,000,000.00) as of July 1, 1997.

"Term", with respect to the Operating Agreement, means the Initial Term, together with all Extended Terms, if any.

"Termination Fee" shall have the meaning set forth in Section 5 of the Financial Agreement.


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

Unless otherwise expressly defined in one or more of the Fieldhouse Complex Documents, the definitions set forth herein shall control all capitalized terms and phrases set forth therein and herein.

IN WITNESS WHEREOF, the parties have executed this Understanding as of the date first above referenced.

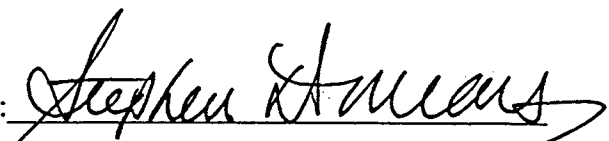
"CIB":

THE CAPITAL IMPROVEMENT BOARD
OF THE CITY OF INDIANAPOLIS

By: 
Printed: Patrick J. Early
Title: PRESIDENT

"MCCRFA"

MARION COUNTY CONVENTION AND
RECREATIONAL FACILITIES
AUTHORITY

By: 
Printed: STEPHEN D. MEARS
Title: PRESIDENT

"PBC":

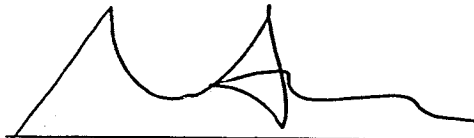
PACERS BASKETBALL CORPORATION,
an Indiana corporation

By:  _____

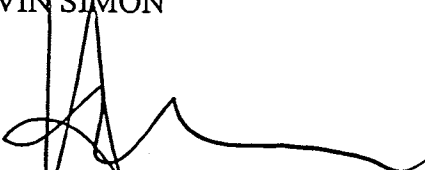
Printed: Herbert Simon

Title: Co-Chairman

The "SIMONS":



MELVIN SIMON



HERBERT SIMON

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EXHIBIT A

(Applicable Scale Amount)

<u>YEAR OF TERMINATION</u>	<u>APPLICABLE SCALE AMOUNT</u>
1999	184,000,000.00
2000	184,000,000.00
2001	175,000,000.00
2002	166,000,000.00
2003	156,000,000.00
2004	146,000,000.00
2005	135,000,000.00
2006	124,000,000.00
2007	112,000,000.00
2008	102,000,000.00
2009	92,000,000.00
2010	80,000,000.00
2011	72,000,000.00
2012	66,000,000.00
2013	60,000,000.00
2014	46,000,000.00
2015	32,000,000.00
2016	17,000,000.00
2017	9,000,000.00
2018	2,000,000.00

EXHIBIT B

(Applicable Termination Percentage)

<u>YEAR OF TERMINATION</u>	<u>APPLICABLE TERMINATION PERCENTAGE</u>
2009	50%
2010	45
2011	42
2012	39
2013	37
2014	31
2015	25
2016	19
2017	12
2018	5

BY ORDER OF COURT

EXHIBIT C
(Applicable Inspecting Authority(ies))

- The Construction Manager. The services to be performed, with respect to review and approval of specified portions of the Scope of the Work, by the Construction Manager, either through its employees or members of its Operation Team or its consultants, are enumerated in the Agreement Between Owner and Construction Manager dated 7/27/97.
- The Architect. The Arena Architect's services, with respect to review and approval of specified portions of the Scope of the Work, consist of services performed by the Architect, Architect's employees, and Architect's consultants as enumerated in the Agreement Between Owner and Arena Architect dated 7/22/97.
- Any other consultants which includes, but is not necessarily limited to, testing laboratories, surveyors, affiliates or other individuals or firms retained by the CIB, to perform services in connection with the Fieldhouse Complex.

SECTION 00003
PROJECT MANUAL - TABLE OF CONTENTS

EXHIBIT D
(CIB Construction Plans)

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

INTRODUCTORY INFORMATION

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

BIDDING REQUIREMENTS

Provided by HHN

CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

Provided by HHN

DIVISION 1 - GENERAL REQUIREMENTS

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

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

DIVISION 2 - SITE WORK

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

DIVISION 3 - CONCRETE

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

DIVISION 4 - MASONRY

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

DIVISION 5 - METALS

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

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

DIVISION 6 - WOOD AND PLASTICS

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

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

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

DIVISION 8 - DOORS AND WINDOWS

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

DIVISION 9 - FINISHES

09215	Veneer Plaster	Issued	04/15/98
09260	Gypsum Board System	Revised	08/07/98
09270	Gypsum Board Shaftwall System	Issued	04/15/98
09310	Ceramic Tile	Issued	04/15/98
09440	Plastic Matrix Terrazzo	Revised	05/18/98
09510	Acoustical Ceilings	Revised	07/17/98
09530	Acoustical Baffle Systems	Revised	08/31/98
09547	Metal Ceilings	Revised	12/18/98
09640	Wood Flooring	Issued	04/15/98
09644	Wood Athletic Flooring Assemblies	Issued	10/16/98
09680	Carpet	Issued	04/15/98
09710	Acoustical Wall Treatment	Revised	08/31/98
09720	Wall Covering	Issued	04/15/98
09722	Epoxy Ceramic Flooring	Revised	05/18/98
09770	Decorative Brick Facing	Issued	04/15/98
09775	Sanitary Wall Panels	Revised	07/17/98
09780	Floor Treatment	Issued	01/29/98
09870	High Performance Coatings	Revised	04/15/98
09900	Painting	Issued	04/15/98
09946	Decorative Polychromatic Particle Coating	Issued	04/15/98

DIVISION 10 - SPECIALITIES

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

DIVISION 11 - EQUIPMENT

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

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

DIVISION 12 - FURNISHINGS

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

DIVISION 13 - SPECIAL CONSTRUCTION

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

DIVISION 14 - SPECIALITIES

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

DIVISION 15 - MECHANICAL

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

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

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02/15/99

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

16990
16995

Panelboard Schedules
Relay/Dimmer Schedules

Revised
Revised

03/13/98
03/13/98

END OF DOCUMENT



Huber, Hunt &
Nichols, Inc.



The Sherman R. Smoot
Company of Indiana

A Joint Venture



J. Beard
Management Inc. *

April 17, 2000

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

RE: Pacer Exhibits

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

If you have any questions do not hesitate to call.

HUBER, HUNT & NICHOLS/SMOOT, A Joint Venture



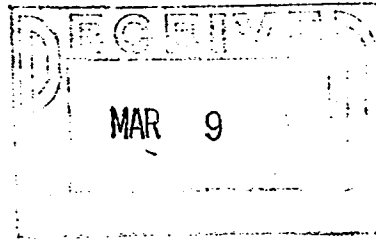
Scott T. Blanchard
Project Manager

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

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

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

ELLERBE BECKET



March 28, 2000

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

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

Dear Scott:

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

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

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

Hardscape	Ratio	← Attached as of 4-17-00
Food Service	Cini-Little	← Attached as of 4-17-00
TV Productions	Patlin	← Attached as of 4-17-00
Curtains	I.T.C.	→ Not
Sound System	WJHW	→ Not

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

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

Sincerely,

ELLERBE BECKET ARCHITECTS & ENGINEERS, P.C.

Joseph C. Nehama
Associate

JCN/sh

cc: Kim Rothenberger
File 3D w/enclosures

Route: Steve Allison _____
Steve Hotujac _____

c:\data\960596\blanchard\2103-28-00

Ellerbe Becket Mechanical Record Drawings
All Dated December 27, 1999

M 000
M 301 A
M 301 B
M 301 C
M 301 D
M 302 A
M 302 B
M 302 C
M 302 D
M 303
M 304
M 305
M 306
M 601
M 602
M 603
M 604
M 605
M 801
M 802
M 901
M 902
M 903
M 904
P 200
P 201 A
P 201 B
P 201 C
P 201 D
P 202
P 203
P 204
P 205
P 206
P 207
P 700
P701
P702
P703
P704
P705
P706
P707
P708

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

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

Ryan Fire Protection Drawings As-Built

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

**Electrical System – Record Drawing
Fire Alarm System**

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

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

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

MSE Corporation - Record Drawing - Civil

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

**Blackburn Architect – Record Drawing
Architecture – All Dated December 8, 1999**

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

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

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

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

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

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

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

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

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

**Electrical Systems - Record Drawing
Security Systems**

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

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

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

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

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

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

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

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

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

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

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

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

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

ITC Record Drawings

Rigging -

R1.1

R1.2

R1.3

R1.4

M E M O R A N D U M

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

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

I. CIB/MCCRFA Environmental Representations under the Agreement

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

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

Pertinent Definitions from the Understanding of Defined Terms:

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

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

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

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

II. Status of Compliance with the Environmental Representations

A. No Underground Storage Tanks at the Fieldhouse Complex

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

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

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

1. General Overbreadth of Representation

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

2. Residual Petroleum Contaminants

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

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

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

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

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

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

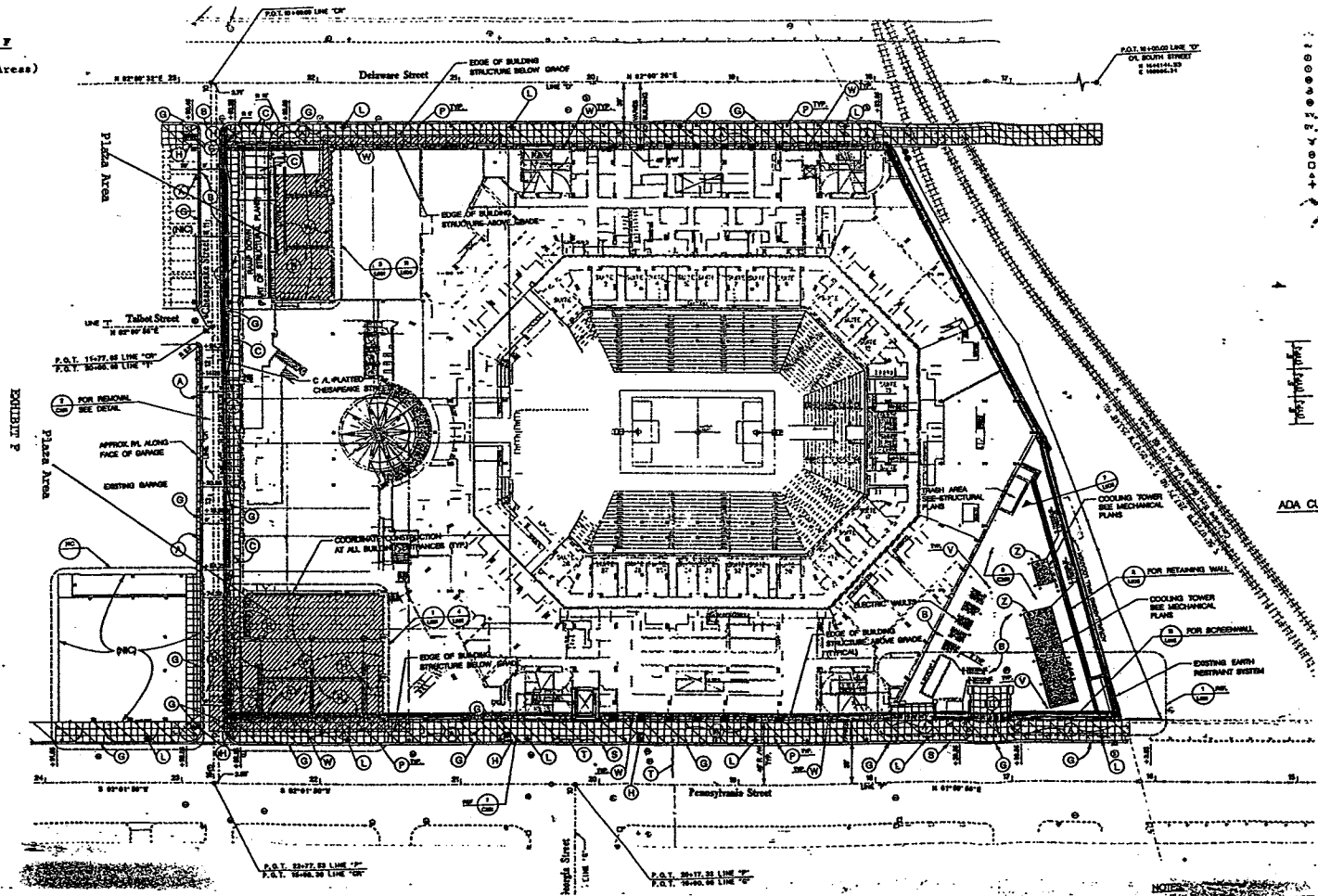
(2) The second instance involves a limited area of groundwater contamination arising from the former A-1 Car Care facility that was located at the intersection of Georgia and Delaware Streets. The site investigation revealed the presence of ethylbenzene (a petroleum constituent) a levels in the range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

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

CONCLUSION

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

EXHIBIT F
 (Plaza Areas)
 F.H.S.



ADA C.

NOTES

EXHIBIT G
(ISC Rate)

The actual costs of PBC to make the Fieldhouse Complex available for an ISC event, which shall be calculated by computing the sum of:

- PBC's actual out-of-pocket costs directly related to the ISC event, such as but not limited to, set-up, box office, event staffing and clean-up costs;
- PBC's reasonable estimation of the utility costs associated with the ISC event; and
- For each day an ISC event is in the Fieldhouse Complex, one day's pro-rata share of PBC's annualized general overhead, expense, depreciation and amortization attributable solely to PBC's operation of the Fieldhouse Complex.

EXHIBIT H
(ISC Reservation Procedure)

Requests for use of the Fieldhouse Complex may be submitted in writing to the Executive Director of the Fieldhouse Complex at the Fieldhouse Complex. In order to secure a date, all potential licensees must agree to enter into the Standard License Agreement and provide insurance and an indemnity in accordance with the terms of the Operating Agreement for the Fieldhouse Complex. Requests for dates will be considered in the following order of priority:

1. Previously confirmed event bookings;
2. Proposed, tentative or scheduled home exhibition, regular season or playoff basketball games of the Indiana Pacers, as such dates may be modified by the NBA;
3. The NBA All Star Game;
4. Proposed, tentative or scheduled home exhibition, regular season or playoff basketball games of any WNBA franchised team or any NBA franchised minor league or "farm" team owned or controlled by the Simons or any Simon Family Affiliate, as such dates may be modified by the sanctioning body;
5. Proposed, tentative or scheduled home exhibition, regular season or playoff games of any other professional sports team owned or controlled by the Simons or any Simon Family Affiliate as permitted in the Fieldhouse Documents, as such dates may be modified by the sanctioning body;
6. The following special events:
 - (a) Championship Events as defined in the Operating Agreement;
 - (b) Ringling Bros or other circus in equivalent timeframe;
 - (c) Disney on Ice, Ice Capades or similar events in equivalent timeframe;
 - (d) Purdue University Basketball;
 - (e) Indiana University Basketball;
 - (f) Sesame Street Live or similar event in equivalent timeframe;
 - (g) Rodeo or similar event in equivalent timeframe;
 - (h) IHSAA Boys' Basketball Finals;
 - (i) IHSAA Girls Basketball Finals;
 - (j) IHSAA Volleyball Finals;
 - (k) IHSAA Wrestling Finals;
 - (l) Other IHSAA Final, Semi-Final or Regional Events;
 - (m) Arena Football or similar event;
7. Proposed, tentative or scheduled home exhibition, regular season or playoff games of the Indianapolis Ice or other professional hockey team under a license to play in the Fieldhouse Complex, as such dates may be modified by the sanctioning body;

8. Proposed, tentative or scheduled home exhibition, regular season or playoff games of any other indoor professional sports team under a license to play in the Fieldhouse Complex, as such dates may be modified by the sanctioning body; and
9. Other ISC events.

- 2.3.3 Package air handling units
 - 2.3.3.1 Fans
 - 2.3.3.2 Fan motors
 - 2.3.3.3 Coils
 - 2.3.3.4 Fan shafts, sheaves on 5,000 cfm fans and larger

- 2.4 Steam System
 - 2.4.1 Steam pressure reducing valves
 - 2.4.2 Steam relief valves
 - 2.4.3 Condensate receiver and pumping system
 - 2.4.4 Condensate receiver/cooler and pump units
 - 2.4.5 Heat exchangers
 - 2.4.6 Air separators

- 2.5 Piping Systems
 - 2.5.1 Heating, cooling and steam piping systems

- 2.6 Building Management System
 - 2.6.1 System digital controllers
 - 2.6.2 Unitary Digital controllers
 - 2.6.3 Complete Building Management System

- 2.7 Other Systems
 - 2.7.1 All Valves 4" and larger
 - 2.7.2 Variable speed drives
 - 2.7.3 High pressure gas regulators
 - 2.7.4 Chemical treatment system for condenser water
 - 2.7.5 Fuel oil tanks
 - 2.7.6 Fuel oil pumps
 - 2.7.7 Cooling towers
 - 2.7.8 Cooling tower motors, fans, & drives
 - 2.7.9 Fans, fan shafts, and sheaves - on fans 5,000 cfm and larger
 - 2.7.10 Dampers in excess of 24" x 24" or equivalent cross-section, including fire dampers, balancing dampers and flow control dampers.
 - 2.7.11 Expansion Tanks
 - 2.7.12 Collection tanks for Cooling Tower water

3. Fire Protection

- 3.1 Backflow Prevention assembly
- 3.2 Dry pipe air compressors
- 3.3 Fire pumps
- 3.4 Automatic transfer switches
- 3.5 Pressure maintenance (jockey) pumps
- 3.6 Pressure maintenance pump controller
- 3.7 Main Fire alarm control panel
- 3.8 Fir alarm system

4. Electrical System

- 4.1 Switchboards - over 200 amps
- 4.2 Distribution panels - over 200 amps
- 4.3 Transformers - over 9KVA
- 4.4 Busway
- 4.5 Fuses - over 200 amp
- 4.6 Motor Control Centers
- 4.7 Motor Starters - over 200 amps
- 4.8 Automatic Transfer Switches
- 4.9 Arena bowl light fixtures, shutters & lamps
- 4.10 Emergency generator system
- 4.11 Lighting control system
- 4.12 Main Arena Bowl Lighting control console and computer
- 4.13 Main Public Area Lighting control console and computer
- 4.14 Electric motors 10 hp and above
- 4.15 Theatrical and Event Presentation light fixtures
- 4.16 Theatrical and event Presentation lighting control system
- 4.17 Spotlights

5. Security System

- 5.1 Cameras
- 5.2 Main Security access control and alarm monitoring system
- 5.3 Access control and alarm monitoring processor
- 5.4 Access control Matrix switcher
- 5.5 Command center control station
- 5.6 CCTV matrix switcher
- 5.7 CCTV Video multiplexers
- 5.8 Video badging system controller and interface with access control system

6. Sound System

- 6.1 Main Mixing console
- 6.2 Amplifier control system
- 6.3 Digital signal processing system
- 6.4 Auxiliary mixing consoles
- 6.5 Peak Limiters
- 6.6 Parametric equalizers
- 6.7 Power amplifiers - 1,000 watts and above
- 6.8 Speaker Clusters
- 6.9 Speaker cluster rigging
- 6.10 Hearing Assistance system
- 6.11 Main station for intercom system

7. Vertical Transportation System

7.1 Elevators

- 7.1.1 Geared Traction machines
- 7.1.2 Motors, motor controllers
- 7.1.3 Sheaves
- 7.1.4 Power conversion unit
- 7.1.5 Individual car & Group Controller
- 7.1.6 Hoist & governor ropes
- 7.1.7 Door Operator
- 7.1.8 Elevator car control panel
- 7.1.9 Pump units
- 7.1.10 Main computer control

7.2 Escalators

- 7.2.1 Drive machines
- 7.2.2 Drive controllers
- 7.2.3 Drive sprocket
- 7.2.4 Idler sprocket
- 7.2.5 Deck board, step chains, step assemblies & rollers

8. RF and Broadcast Video Cabling System

- 8.1 Audio and Video Switchers/Routers
- 8.2 Control system hardware and/or software

9. House Reduction and Glass Wall Curtain and Rigging Systems

10. Seating Systems
 - 10.1 Fixed seats
 - 10.2 Retractable seating platforms and integral seats
 - 10.3 Portable seating platforms
 - 10.4 Portable folding chairs

11. Ice Floor System
 - 11.1 Refrigeration machines & pumps
 - 11.2 Cooling towers
 - 11.3 Controllers
 - 11.4 Brine or cyclo piping (including floor repairs to extent that ice floor slab or event floor slab must be removed for repair to be made).
 - 11.5 Chemical treatment system
 - 11.6 Water purification system
 - 11.7 Heat Exchangers
 - 11.8 Valves - 4" and larger
 - 11.9 Dasher boards & spectator shielding

12. Basketball Floor and/or Basketball Practice Court Floor System

13. Terrazzo, Tile, and Epoxy Flooring Systems

14. Scoreboard, Video Board, Message Board and Advertising Panel Systems
 - 14.1 Hoist system
 - 14.2 Hoist control system
 - 14.3 Scoreboard control system
 - 14.4 Video/audio amplifiers and controllers
 - 14.5 Video/visual display modules
 - 14.6 Scoreboards, main and auxiliary

15. Window and Glazing Systems

EXHIBIT J
(Market Professional Criteria for Selection)

Must be independent, third party, with no affiliations with PBC, Simons, PBC Affiliate, Simon Family Affiliate or with CIB.

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

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

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

**CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

Buyer: Todd Jacoby
 Rambles Equipment Services, Inc.
 351 Kentucky Avenue
 Indianapolis, IN 46221

Date: 11/22/99
 Project: Conseco Fieldhouse
 Job No. 734

CIB P.O. No. AR-9700229
 P.O. Sequence 1
 Quote Reference: Q18

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture
 107 S. Pennsylvania Street
 Indianapolis, IN 46204

Bill To: Capital Improvement Board of Managers of Marion County
 c/o Huber, Hunt & Nichols/Smoot A Joint Venture
 107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.

Date to Be Shipped: _____ Date to Be Received on Project _____

Terms and Conditions of Purchase Order (P.O.):

- 1. Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- 2. Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- 3. Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- 4. This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- 5. Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- 6. Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- 7. No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
1	Scope of Work: Provide one additional 5,000 lb Clark Forklift. The following are the options to be included: Clark CGP25 - 5,000 lb. Forklift 1) 189" Triple stage upright 2) 41" Carriage 3) Strobe Light - Amber 4) #2 Headlights 5) Green Paint 6) Gas Powered 7) Reverse (Back-up) Alarm 8) Side Shift 9) 72" Forks	\$21,365.00
	Total	= \$21,365.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
 The Capital Improvement Board of Managers of Marion County,
 Indiana, its Attorney-in Fact

Seller:

By:
 John P. Klipsch, as Agent for the Capital Improvement Board of
 Managers of Marion County, Indiana

Signature

Date

Typed Name

EXHIBIT K

(Owner's Portion of the P.O. Agreement)

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

To: Dean Beer Date: 9/24/99 CIB P.O. No. AR-9700236
 Uniforms to You
 8123 Nucklos Lane Project: Conseco Fieldhouse P.O. Sequence #
 Indianapolis, IN 46237 Job No. 734 Quote Reference: 43

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture Bill To: Capital Improvement Board of Managers of Marion County
 107 S. Pennsylvania Street c/o Huber, Hunt & Nichols/Smoot A Joint Venture
 Indianapolis, IN 46204 107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.
 Date to Be Shipped: N/A Date to Be Received on Project N/A

Terms and Conditions of Purchase Order (P.O.):

- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price	
	Scope of Work: Provide uniforms as outlined in your proposal to the Pacers Basketball Corporation.		
40	Button Down Denim Shirt - Long Sleeve	28.95	\$1,158.00
40	Button Down Denim Shirt - Short Sleeve	26.95	\$1,078.00
5	Arlington Classic Blazer Black	105.00	\$525.00
15	Arlington Classic Blazer Female Black	102.95	\$1,544.25
15	Front Pleat Blouse White	40.25	\$603.75
5	Dress Shirt Male White	17.95	\$89.75
5	Double Pleated Pants Black	43.95	\$219.75
15	Classic Skirt Black	52.00	\$780.00
15	Classic Skirt Gray	105.00	\$1,575.00
5	Classic Blazer Male Navy	102.94	\$514.70
290	Unisex Vest Bond Green	11.50	\$3,335.00
580	Unisex Buttondown Hunter Green Stripe	24.00	\$13,920.00
60	Sport Skirt Khaki	20.54	\$1,232.40
472	Pleated Service Pants Khaki	17.95	\$8,472.40
122	Classic Blazer Female Fir Green	102.00	\$12,444.00
144	Classic Blazer Male Fire Green	105.00	\$15,120.00
	Total	=	\$62,612.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
 The Capital Improvement Board of Managers of Marion County,
 Indiana, its Attorney in Fact
 By: John P. Klipsch
 John P. Klipsch, as Agent for the Capital Improvement Board of
 Managers of Marion County, Indiana

Seller: [Signature] 1-28-00
 Signature Date
David PINZUR
 Typed Name

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

To: Stephen Orr
Cardinal 2-Way Radio Communication, INC.
2950 East 55th Place
Indianapolis, IN 46220

Date: 3/30/99
Project: Conseco Fieldhouse
Job No. 734

CIB P.O. No. AR-9700197
P.O. Sequence #
Quote Reference: 28

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street
Indianapolis, IN 46204

Bill To: Capital Improvement Board of Managers of Marion County
c/o Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.

Date to Be Shipped: 9/29/99 Date to Be Received on Project 9/29/99

Terms and Conditions of Purchase Order (P.O.):

1. Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
2. Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
3. Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
4. This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
5. Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
6. Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
7. No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
	Scope of Work: Provide Portable Radios as described in the Request For Quote for Portable Radios dated February 9, 1999.	
70	Motorola Radius UHF Portable Radios at \$712.00 each, Model GP300 with 4/1 watts power, 16 programable channels, 1200 mA Ni - cad battery and 3' Spring Belt Clip.	\$49,840.00
12	Single unit chargers at no additional cost.	\$0.00
10	Radius 6 unit rapid chargers at \$449.00 each.	\$4,490.00
1	FCC License at \$375.00	\$375.00
	Included in this purchase is a one year limited factory warranty on all parts and labor.	
		Total = \$54,705.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

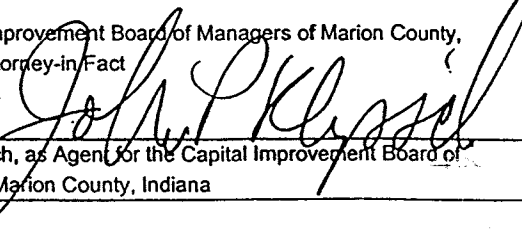
This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
The Capital Improvement Board of Managers of Marion County,
Indiana, its Attorney-in-Fact

Seller: Cardinal 2-Way Radio Communicatio
INC


Signature

APRIL 23, 1999
Date

By: 
John P. Klipsch, as Agent for the Capital Improvement Board of
Managers of Marion County, Indiana

Stephen Orr
Typed Name

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

**Contract Purchase Order
Supplement**

To: Stephen Orr
Cardinal 2-Way Radio Communication
2950 East 55th Place
Indianapolis, IN 46220

Date: 11/22/99

CIB P.O. No. AR-9700197

Project: Conesco Fieldhouse
Job No. 734

P.O. Sequence 1
Quote Reference: 28

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street
Indianapolis, IN 46204

Bill To: Capital Improvement Board of Managers of Marion County
c/o Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.
Date to Be Shipped: _____ Date to Be Received on Project _____

Terms and Conditions of Purchase Order (P.O.):

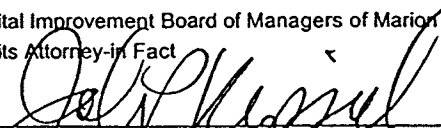
- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers, agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
	Scope of Work: Provide Portable Radios as described in the Request For Quote for Portable Radios dated October 6, 1999.	
20	Motorola UHF Radios - Model HT750 with 4 watts power, 16 channels, Hi capacity Ni-Cad battery, Time out timer, belt clip, rapid rate charger at \$730 each.	\$14,600.00
20	Spare Hi Capacity Ni-Cad Batteries at \$57 each.	\$1,140.00
20	Lapel Speaker Mic's at \$57 each.	\$1,140.00
1	One (1) Repeater at \$2,478.	\$2,478.00
3	120V six unit rapid rate charger.	\$1,380.00
10	Earpieces with microphone and pit.	\$1,000.00
10	Audio accessory adapters.	\$290.00
	Included in this purchase is a one year limited factory warranty on all parts and labor.	Total = \$22,028.00

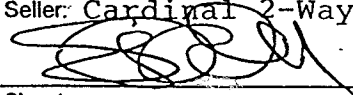
Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
The Capital Improvement Board of Managers of Marion County,
Indiana, its Attorney-in-Fact

By: 
John P. Klipsch, as Agent for the Capital Improvement Board of
Managers of Marion County, Indiana

Seller: Cardinal 2-Way Radio Communication


Signature _____ Date _____

Stephen Orr
Typed Name

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

To: Steven J. Luttazi Date: 6/21/99 CIB P.O. No. AR - 9700207
 Clarin
 3 Barbara Circle Project: Conseco Fieldhouse P.O. Sequence #
 Franklin, MA 02038 Job No. 734 Quote Reference: 26

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture Bill To: Capital Improvement Board of Managers of Marion County
 107 S. Pennsylvania Street c/o Huber, Hunt & Nichols/Smoot A Joint Venture
 Indianapolis, IN 46204 107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.
 Date to Be Shipped: N/A Date to Be Received on Project 9/27/99

- Terms and Conditions of Purchase Order (P.O.):**
- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
 - Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
 - Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
 - This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
 - Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
 - Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
 - No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
	Scope of Work: Provide Folding Chairs, Storage Trucks, and Starter Blocks as described in the Request For Quote #17, Specification 12735 dated 2/1/99 for Portable Chairs.	
1400	Clarin "Reserved Seat" folding chair with "B" style back	\$91,322.00
28	Heavy Duty Chair Storage Truck	\$12,850.00
9	Starter Block	\$675.00
Total =		\$104,847.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
 The Capital Improvement Board of Managers of Marion County,
 Indiana, its Attorney-in Fact
 By: John P. Klipsch
 John P. Klipsch, as Agent for the Capital Improvement Board of
 Managers of Marion County, Indiana

Seller:
Wilson J. Troup 12/2/99
 Signature Date
 WILSON J TROUP VP OF SALES 12/03/99
 Typed Name

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

To: Jeff Poley
Bill Estes Chevrolet, Inc.
4105 W. 96th Street
Indianapolis, IN 46268

Date: 9/28/99

CIB P.O. No. AR - 9700237

Project: Conseco Fieldhouse
Job No. 734

P.O. Sequence #
Quote Reference: 25

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street
Indianapolis, IN 46204

Bill To: Capital Improvement Board of Managers of Marion County
c/o Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.

Date to Be Shipped: N/A Date to Be Received on Project N/A

Terms and Conditions of Purchase Order (P.O.):

- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
	Scope of Work: Provide 1999 Silverado 2500 Pickup as detailed in Bill Estes Chevrolet's proposal dated March 25, 1999 to the Pacers Basketball Corporation	
1	1999 Silverado 2500 Pickup 2WD Regular Cab, 8.0, Box, 133.0" Box	\$20,026.00
	Trade - 1991 Chevrolet C2500 Truck	(\$4,000.00)
Total =		\$16,026.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
The Capital Improvement Board of Managers of Marion County,
Indiana, its Attorney-in Fact

Seller:

Signature

Date

By: _____
John P. Klipsch, as Agent for the Capital Improvement Board of
Managers of Marion County, Indiana

Typed Name

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

To: Tim Dwyer Date: 7-9-99 CIB P.O. No. AR-9700223
 Cleveland Coin Machine Exchange, Inc.
 8735 Boehning Lane Project: Conseco Fieldhouse P.O. Sequence # _____
 Indianapolis, IN 46219 Job No. 734 Quote Reference: 40

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture Bill To: Capital Improvement Board of Managers of Marion County
107 S. Pennsylvania Street c/o Huber, Hunt & Nichols/Smoot A Joint Venture
Indianapolis, IN 46204 107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.
 Date to Be Shipped: N/A Date to Be Received on Project 9/27/99

Terms and Conditions of Purchase Order (P.O.):

- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
	Scope of Work: Provide and Install Six NBA Fastbreak Pinball Machines. This includes delivery, assembly installation.	
6	NBA Fastbreak Pinball Machines at \$2,599.00 ea. Unit Price = \$125.80	\$15,594.00
Total =		\$15,594.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
 The Capital Improvement Board of Managers of Marion County,
 Indiana, its Attorney-in-Fact
 By: John P. Klipsch
 John P. Klipsch, as Agent for the Capital Improvement Board of
 Managers of Marion County, Indiana

Seller:
Tim Dwyer
 Signature 7-16-99
 Date
 Tim Dwyer
 Typed Name

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

To: Bert Goebel
Kees Goebel Medical
3663 Glades Drive
Hamilton, OH 45011

Date: 7/21/99

CIB P.O. No. AR-9700223

Project: Conseco Fieldhouse
Job No. 734

P.O. Sequence #
Quote Reference: Quote #32

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street
Indianapolis, IN 46204

Bill To: Capital Improvement Board of Managers of Marion County
c/o Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.
Date to Be Shipped: _____ Date to Be Received on Project 9/30/99

Terms and Conditions of Purchase Order (P.O.):

- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
	Provide taping and treatment equipment including all re-furbishing of existing equipment as outlined in Specification Section 12610 and per your quote dated 6/28/99. All equipment to be installed by 10/1/99.	\$41,504.00
Total =		\$41,504.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:

The Capital Improvement Board of Managers of Marion County,
Indiana, its Attorney-in-Fact

By:

John P. Klipsch, as Agent for the Capital Improvement Board of
Managers of Marion County, Indiana

Seller:

Signature

Date

Sydney Warm

Typed Name

7/28/99

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

To: Murray Bilby
The Tamis Corporation
134 Pennaok Drive
Pittsburgh, PA 15235-3052

Date: 5/17/99

CIB P.O. No. AR-9700209

Project: Conesco Fieldhouse
Job No. 734

P.O. Sequence #
Quote Reference: 24

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street
Indianapolis, IN 46204

Bill To: Capital Improvement Board of Managers of Marion County
c/o Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.

Date to Be Shipped: N/A

Date to Be Received on Project: 9/27/99

Terms and Conditions of Purchase Order (P.O.):

- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

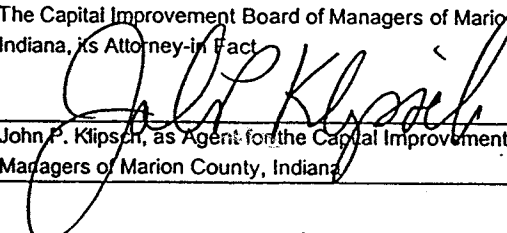
Quantity	Description:	Price
	Scope of Work: Provide Pedestrian Control Equipment as described in the Request For Quote, dated 2/22/99, Specification Section 10450 dated 2/22/99 for Pedestrian Control Equipment.	
30	Tensa, 800 SER, BRNZ ANDZD PST & Head, Brown Tape with White STP; Item No. 890-4B/4B-46-32; Unit Price = \$125.80	\$3,774.00
25	Classic Blockader Interlocking Steel Barrier, 8FT, Bridge FT; Item No. BB-101; Unit Price = \$123.00	\$3,075.00
Total		= \$6,849.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:

The Capital Improvement Board of Managers of Marion County,
Indiana, Its Attorney-in-Fact

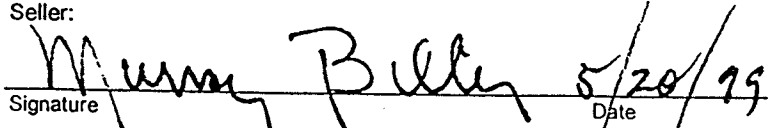
By: 
John P. Klipsch, as Agent for the Capital Improvement Board of
Managers of Marion County, Indiana

Seller:

Signature

Date

Typed Name

 5/20/99
MURRAY BILBY

THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA

Contract Purchase Order

To: Ray Marriner
Signs and Wonders
8430 Dogwood Road
Baltimore, MD 21244

Date: 11/22/99

CIB P.O. No. AR-9700225

Project: Conseco Fieldhouse
Job No. 734

P.O. Sequence 1
Quote Reference: PR #29.1/Q41

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street
Indianapolis, IN 46204

Bill To: Capital Improvement Board of Managers of Marion County
c/o Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.
Date to Be Shipped: _____ Date to Be Received on Project _____

Terms and Conditions of Purchase Order (P.O.):

- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price																																																
50	3" diameter x 3/16" thick Polycarbonate Disks with vinyl letters for row identification at \$7.36 each as described in Proposal Request #29.1 and per your quote dated 9/27/99. The approved colors are as follows: Background - Black; Letters - Gold. The Font is to be Garage Gothic. This P.O. also includes shipping costs for \$15.00. The Row Identification Numbers are as follows:	\$368.00 \$15.00																																																
	<table border="1"> <thead> <tr> <th>Row #</th> <th># of Disks</th> <th>Row #</th> <th># of Disks</th> </tr> </thead> <tbody> <tr><td>#1</td><td>1</td><td>#12</td><td>1</td></tr> <tr><td>#2</td><td>1</td><td>#13</td><td>1</td></tr> <tr><td>#3</td><td>1</td><td>#14</td><td>1</td></tr> <tr><td>#4</td><td>1</td><td>#15</td><td>1</td></tr> <tr><td>#5</td><td>1</td><td>#16</td><td>1</td></tr> <tr><td>#6</td><td>1</td><td>#19</td><td>5</td></tr> <tr><td>#7</td><td>28</td><td>#34</td><td>2</td></tr> <tr><td>#8</td><td>1</td><td></td><td></td></tr> <tr><td>#9</td><td>1</td><td></td><td></td></tr> <tr><td>#10</td><td>1</td><td></td><td></td></tr> <tr><td>#11</td><td>1</td><td></td><td></td></tr> </tbody> </table>	Row #	# of Disks	Row #	# of Disks	#1	1	#12	1	#2	1	#13	1	#3	1	#14	1	#4	1	#15	1	#5	1	#16	1	#6	1	#19	5	#7	28	#34	2	#8	1			#9	1			#10	1			#11	1			
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	Total =	\$383.00																																																

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
The Capital Improvement Board of Managers of Marion County,
Indiana, its Attorney in Fact

Seller: Signs & Wonders, Inc.

By: John P. Klipsch
John P. Klipsch, as Agent for the Capital Improvement Board of
Managers of Marion County, Indiana

Ailsa M. Marriner V.P. 12/20/99
Signature Date

Ailsa M. Marriner

Typed Name

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

To: Steve Kelly Date: 8/18/99 CIB P.O. No. AR-9700228
 Job Block Fitness Equipment Superstore
 1128 Castleway Court West Project: Conseco Fieldhouse P.O. Sequence #
 Indianapolis, IN 46250 Job No. 734 Quote Reference: 42

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture Bill To: Capital Improvement Board of Managers of Marion County
 107 S. Pennsylvania Street c/o Huber, Hunt & Nichols/Smoot A Joint Venture
 Indianapolis, IN 46204 107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.
 Date to Be Shipped: N/A Date to Be Received on Project 8/19/99

Terms and Conditions of Purchase Order (P.O.):

- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
	Scope of Work: Provide Locker Room Equipment as described in your quote dated 7/15/99.	\$128,634.00
3	Cable Crossover = \$11,595	
3	Power Rack = \$6,570	
1	Smith / Multi press = \$3,190	
1	Back Extension = \$575	
6	Adjustable Bench = \$5,070	
4	Dumbbell Rack = \$2,300	
2	Leg Press = \$7,190	
1	Lat Pull (attached to #5020) = \$1,495	
1	Low Row (attached to #5020) = \$1,495	
1	Leg Extension = \$2,895	
1	Leg Curl = \$2,895	
1	Medical Back/Ab Combo = \$5,395	
1	Seated Row = \$2,995	
1	Four Way Hip = \$2,295	
2	Leg Curl (seated) = \$4,990	
1	Rotary Calf = \$2,725	
1	1 Pr. D-Bells (7.5, 12.5, 80, 85, 90, 90, 100) = \$13,440	
	2 Pr. D-Bells (5, 10, 15, 20, 55, 60, 65, 70, 75)	
	3 Pr. D-Bells (25, 30, 35, 40, 45, 50)	
1	Olympic Plates 3335 lbs. = \$7,104	
3	7' Olympic Bars = \$960	
	Medicine Balls (15 as specified) = \$729.95	
4	Swiss Balls = \$139.80	
2	Cycle Plus Bike = \$7,950	
1	Elliptical - EFX = \$4,495	
3	Treadmill = \$14,925	
2	Elliptical - Rider = \$8,550	
1	Stepper = \$2,695	
30	Custom Paint & Upholtery = \$2,250	
1	Custom Design - Hoffacker = \$6,750	
	Total = \$128,634.00	

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
 The Capital Improvement Board of Managers of Marion County,
 Indiana, its Attorney-in Fact
 By: John P. Klipsch
 John P. Klipsch, as Agent for the Capital Improvement Board of
 Managers of Marion County, Indiana

Seller:
Stephen Kelly
 Signature Date 8/30/99
 STEPHEN KELLY
 Typed Name

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

To: Randy Hill
Nazdar Indiana
443 Virginia Avenue
Indianapolis, IN 46203

Date: 5/17/99

CIB P.O. No. AR-9700211

Project: Conseco Fieldhouse
Job No. 734

P.O. Sequence #
Quote Reference: 31

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street
Indianapolis, IN 46204

Bill To: Capital Improvement Board of Managers of Marion County
c/o Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.

Date to Be Shipped: N/A

Date to Be Received on Project 9/27/99

Terms and Conditions of Purchase Order (P.O.):

- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
	Scope of Work: Provide a Sign Graver as described in the Request For Quote for Sign Graver dated 3/1/99.	
1	Software: Flexi Sign Pro for PC "Design", Rip, Print & Cut; No. 02200.FSPRO	\$4,195.00
1	Hardware: 24" Inkjet Printer & Plotter by Graphtec "Sign-Jet Pro"; No. JX1060	\$6,693.00
Total =		\$10,888.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:

The Capital Improvement Board of Managers of Marion County,
Indiana, its Attorney-in-Fact

By: John P. Klipsch
John P. Klipsch, as Agent for the Capital Improvement Board of
Managers of Marion County, Indiana

Seller:

Signature

Scott Vorholzer

Typed Name

5-27-99
Date

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

CIB P.O. No. AR-9700206

To Bob Randall
Wiese Material Handling
4549 West Bradbury Avenue
Indianapolis, IN 45241

Date: 6-23-99

Project: Conesco Fieldhouse
Job No. 734

P.O. Sequence 16
Quote Reference: 16

Ship To Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street
Indianapolis, IN 46204

Bill To: Capital Improvement Board of Managers of Marion County
c/o Huber, Hunt & Nichols/Smoot A Joint Venture
107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.

Date to Be Shipped: _____

Date to Be Received on Project

September, 1999

Terms and Conditions of Purchase Order (P.O.):

- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers, agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
	Scope of Work: Furnish and Deliver Maintenance and Housekeeping Equipment according to the Plans and Specifications of the Request for Quotation - Maintenance and Housekeeping Equipment (Q-16) dated February 22, 1999 and your quotation dated April 5, 1999.	
1	Simpson DD1000GES Electric Direct Drive, Pressure Washer 1.5 HP Electric, 1000 PSI, cold water, 2.5 GPM, Pneumatic	\$1,295.00
2	Clarke 17" PM Single Disc Polisher with Pad Holders	\$3,350.00
6	Clarke 18" Filtravac Cleaners	\$3,150.00
4	Clarke Back Pack w/Attachments	\$1,560.00
10	Rubbermaid Tilt Hopper Trash Cart, 1 Cubic Yard Capacity, 2000 Capacity	\$6,500.00
8	Rubbermaid Model 521132WY Janitor Cart	\$780.00
14	Navy Blue Loose Floor Runner 6' x 60'	\$9,800.00
2	Clarke Image 26E Large Area Carpet Extractor	\$8,600.00
1	Genie Lift	\$9,900.00
1	Terex Boom Lift	\$38,900.00
6	Open Dollies 1KD3018RR-3P	\$246.00
4	Platform Dollies: (4) of KA217-8MR3660	\$828.00
2	Platform Dollies: (2) of K225-8516MR3660	\$1,042.00
6	Hand Carts KDT3008-MR	\$690.00
1	5 HP Roll Around Gas Air Compressor, IC-T10520G	\$850.00
1	10 HP, 3-Phase, 230/460 Air Compressor, IC-2545E10	\$3,411.00
2	Clarke LV30 Litter Vac	\$3,250.00
2	Alto / AL Cook, Propane Burnishers, 27"	\$8,450.00
	Total =	\$102,802.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of

Bid Documents and Incorporates such Contract Documents herein by this reference.
This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
The Capital Improvement Board of Managers of Marion County,
Indiana, its Attorney-in-Fact

By: John P. Klipsch
John P. Klipsch, as Agent for the Capital Improvement Board of
Managers of Marion County, Indiana

Seller: Bob Randall 7-2-99
Signature Date

Bob Randall
Typed Name

OF MARION COUNTY, INDIANA

Contract Purchase Order

To: Joe Lasiter Date: 9/28/99 CIB P.O. No. AR - 9700238
 Ray Skillman Ford
 1300 US 31 South Project: Conesco Fieldhouse P.O. Sequence #
 Greenwood, IN 46143 Job No. 734 Quote Reference: 26

Ship To: Huber, Hunt & Nichols/Smoot A Joint Venture Bill To: Capital Improvement Board of Managers of Marion County
 107 S. Pennsylvania Street c/o Huber, Hunt & Nichols/Smoot A Joint Venture
 Indianapolis, IN 46204 107 S. Pennsylvania Street, Indianapolis, IN 46204

Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.
 Date to Be Shipped: N/A Date to Be Received on Project N/A

- Terms and Conditions of Purchase Order (P.O.):
- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
 - Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
 - Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
 - This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
 - Seller expressly warrants that all the material and work covered by this order will confirm to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
 - Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
 - No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
1	Scope of Work: Provide 2000 Ford E350 Box Van as detailed in Ray Skillman Ford's proposal dated September 15, 1999 to the Pacer Basketball Corporaion 2000 Ford White with Med Gray Interior, E350 Box Van with trade of 1990 Chevy Van	\$22,418.00
Total =		\$22,418.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:
 The Capital Improvement Board of Managers of Marion County,
 Indiana, its Attorney-in-Fact
 By: John P. Klipsch
 John P. Klipsch, as Agent for the Capital Improvement Board of
 Managers of Marion County, Indiana

Seller:
Joseph L. Lasiter 10-4-99
 Signature Date
Joseph L. Lasiter
 Typed Name

**THE CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

Contract Purchase Order

To: <u>Todd Jacoby</u> Brambles Equipment Services, Inc. 2351 Kentucky Ave. Indianapolis, IN 46221	Date: 8-18-99	CIB P.O. No. AR-9700229
	Project: <u>Conseco Fieldhouse</u> Job No. <u>734</u>	P.O. Sequence # <u>18</u> Quote Reference: <u>16</u>

Ship To: <u>Huber, Hunt & Nichols/Smoot A Joint Venture</u> 107 S. Pennsylvania Street Indianapolis, IN 46204	Bill To: <u>Capital Improvement Board of Managers of Marion County</u> c/o Huber, Hunt & Nichols/Smoot A Joint Venture 107 S. Pennsylvania Street, Indianapolis, IN 46204
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Shipping Terms and Conditions: NOTE: Items shipped will be received only on the date specified below. All shipments must be FOB destination.

Date to Be Shipped: <u>N/A</u>	Date to Be Received on Project: <u>9/30/99</u>
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Terms and Conditions of Purchase Order (P.O.):

- Seller shall be responsible for loss or damage to materials covered by this P.O. until delivered and unloaded at destination in accordance with terms of delivery.
- Seller specifically obligates self to Buyer in the following respects: (a) To indemnify Buyer against and save it harmless from any and all claims, suits, liability, expense, or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Purchase Order and anything done thereunder; (b) to indemnify Buyer against and save it harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits, or liability on account of any act or omission of Seller or any of his officers; agents, employees, or servants; (c) to pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders or contracts under this Purchase Order, and to satisfy Buyer thereupon, if so requested to the end that Buyer, Owner and the premises shall be saved harmless from any and all claims, suits, or liens therefor by others than Seller.
- Failure of the Seller to furnish materials within the scheduled time as called for in the Shipping Terms and Conditions of this P.O. shall give the Buyer the right to cancel any undelivered balance of this order with no additional charge to the Buyer.
- This Purchase Order is to be considered "Tax Exempt" unless otherwise stated and in which case the P.O. price shall include all applicable Federal, State and local taxes of any nature. A copy of the Tax Exemption Certificate for this purchase is attached.
- Seller expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples, or their description furnished to Seller or specified by Buyer, and will be merchantable, of good material and workmanship, and free from latent defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is made in accordance with Seller's specifications, will be fit and sufficient for the purposes for which it is ordered by the Buyer.
- Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.
- No installation labor shall or will be performed under this Purchase Order Agreement.

Quantity	Description:	Price
	Scope of Work: Provide Maintenance and Material Handling Equipment as described below and your quotation dated April 6, 1999:	
1	Tennant #8210 Riding Scrubber (gas w/ pad holders)	\$30,114.00
3	Tennant # 7200 Riding Scrubber (w/ pad holders)	\$42,340.00
1	Tennant # 6500 Riding Scrubber (gas)	\$18,979.00
4	Typhoon # WD16BATT Battery Operated Walk Behind Wet/Dry Vac	\$5,596.00
1	Clark 5000 # Model C6P25 Forklift	\$20,865.00
1	Clark 8000 # Model C6P40 Forklift	\$31,594.00
1	8' Forks for 8000 # Forklift	\$500.00
1	6' Forks for 5000 # Forklift	\$500.00
Total =		\$150,488.00

Acceptance of this order includes acceptance of the terms and conditions of this Purchase Order and Seller agrees to be bound by the terms and provisions of all Contract Documents as defined in the General and Supplementary Conditions of the Bid Documents and incorporates such Contract Documents herein by this reference.

This Purchase Order is not binding unless signed (in triplicate) by Seller and Buyer.

Buyer/Owner:

The Capital Improvement Board of Managers of Marion County,
Indiana, its Attorney-in-Fact

By: John P. Klipsch
John P. Klipsch, as Agent for the Capital Improvement Board of
Managers of Marion County, Indiana

Seller:

Signature

Jeff H. Green

Typed Name

9/3/99
Date

F.F.E. Items and Budget Costs

Item Description	Quantity	Cost/Unit	Total Cost	Cost Adjust	Adj Total	Purch Amt	Bal Rmng	Notes	Comments
Dasher Boards/Class Resale	1	-40,000	-40,000		-40,000		\$0	From Crystaper	
Draper to cover dasher boards	1	\$1,800	\$1,800		\$1,800		\$0	Huey Herrman Upholstery - Ph	
Ice Floor Cover (2" thick)	1	\$145,000	\$145,000		\$145,000	-203,774	\$0	Ph. Quote from Greenwood Forest	Reduced per Pacets. 5-28-98; changed back to \$145,000 on 8-31-98; ICE PRO CONTRACT; StageRite & Plywood
SUBTOTAL ICE FLOOR/FLAME RESISTANT PORTABLE PLATFORMS			\$296,778	\$0	\$296,778	\$373,319	\$0		in Arena Estimate - Budget: \$428,055; Contracted: \$409,667
ADDRESS: Church and Union, Indianapolis, IN SCOREBOARDS/ELECTRONIC SIGNAGE			\$9,000		\$9,000	\$148,888	\$0		Scoreboard/Signage Contract HYDROMORPH CONTRACT
Center Hung Scoreboard	1	\$294,500	\$294,500		\$294,500		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
Scoreboard Roping	0	\$0	\$0	\$175,000	\$175,000		\$0		Cost per Perry Langensien; SEE SCOREBOARDS BUYOUT - WHITE WAY
Aux. Scoreboard with job.	2	\$19,800	\$39,200		\$39,200		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
Stelene Displays	2	\$56,800	\$113,600		\$113,600		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
Hustler/Star boards	4	\$25,600	\$102,400		\$102,400		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
Star board message center	4	\$180,000	\$640,000		\$640,000		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
Line-up Board	1	\$120,000	\$120,000		\$120,000		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
Practice Facility Scoreboard/Clocks	1	\$12,000	\$12,000		\$12,000		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
Computer Control System	1	\$32,000	\$32,000		\$32,000		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
Host	1	\$36,000	\$36,000		\$36,000		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
10 LED Clocks and 5 Star Clocks	1	\$16,980	\$16,980		\$16,980		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
LED boards over windows	16	\$455	\$7,760		\$7,760		\$0	Ticketmaster 2	SEE SCOREBOARDS BUYOUT - WHITE WAY
Installation	1	\$111,000	\$111,000		\$111,000		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
Animation budgets	1	\$10,000	\$10,000		\$10,000		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
Freight	1	\$8,000	\$8,000		\$8,000		\$0	Whiteway - written quote - installed	SEE SCOREBOARDS BUYOUT - WHITE WAY
SUBTOTAL SCOREBOARDS/SYSTEMS/FRONT SCOREBOARDS BUYOUT			\$1,832,420	\$175,000	\$1,717,820	\$0	\$0		SEE SCOREBOARDS BUYOUT - WHITE WAY CONTRACT
						\$163,783			

F.F.E. Items and Budget Costs

m Description	Quantity	Cost/Unit	Total Cost	Cost Adjust	Adj Total	Purch Amt	Bal Remng	Notes	Comments
PLIANCES									
Appliances - Suites	66	\$150	\$9,900		\$9,900		\$0	From Architects Draft FF&E	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
Appliances - for Kitchenette, Wines/Family	1	\$415	\$415		\$415		\$0	On Site Quote - Sears	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
Refrigerator - Break Area, engineer's area	1	\$250	\$250		\$250		\$0	On Site Quote - Sears	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
Refrigerator - Employee break area	1	\$415	\$415		\$415		\$0	On Site Quote - Sears	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
Refrigerator - Pantry/Kitchen	1	\$995	\$995		\$995		\$0	On Site Quote - Sears	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
Refrigerator - Suites	66	\$900	\$59,400		\$59,400		\$0	From Architects Draft FF&E	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
Consume Oven - New	3	\$250	\$750		\$750		\$0	On Site Quote - Sears	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
Jicee Maker	66	\$70	\$4,620	-\$4,620	\$0		\$0	From Architects Draft FF&E	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
Maker	66	\$700	\$46,200		\$46,200		\$0	From Architects Draft FF&E	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
Machine	5	\$2,600	\$13,000		\$13,000		\$0	Mr. Ice	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
Machine - other	1	\$2,900	\$2,900		\$2,900		\$0	Mr. Ice	SEE APPLIANCES BUYOUT - H.H. GREGG CONTRACT
BUDGET CHANGES BUYOUT			\$138,845	-\$4,620	\$134,225	\$0	\$0		H.H. GREGG CONTRACT
MECHANICAL EQUIPMENT									
Refrigerator - Pantry/Kitchen									MEP FINISH CONTRACT # 535-2697
Refrigerator - Suites									MEP FINISH CONTRACT # 535-2697
Refrigerator - Break Area, engineer's area									MEP FINISH CONTRACT # 535-2697
Refrigerator - Employee break area									MEP FINISH CONTRACT # 535-2697
Refrigerator - Pantry/Kitchen									MEP FINISH CONTRACT # 535-2697
Refrigerator - Suites									MEP FINISH CONTRACT # 535-2697
Consume Oven - New									MEP FINISH CONTRACT # 535-2697
Jicee Maker									MEP FINISH CONTRACT # 535-2697
Maker									MEP FINISH CONTRACT # 535-2697
Machine									MEP FINISH CONTRACT # 535-2697
Machine - other									MEP FINISH CONTRACT # 535-2697
BUDGET CHANGES BUYOUT			\$138,845	-\$4,620	\$134,225	\$0	\$0		H.H. GREGG CONTRACT
SKETBALL FLOOR									
Construction Issue No. 11D F.F.E. Items									
Condition Present Floor	1	\$27,000	\$27,000		\$27,000	\$27,000	\$0	From Robbins	Cincinnati Floor Co. - Paid \$265,837
Area Wood Floor									Total
Area Wood Floor									
BUDGET CHANGES BUYOUT			\$27,000	\$0	\$27,000	\$27,000	\$0		
MECHANICAL EQUIPMENT									
Refrigerator - Pantry/Kitchen									MEP FINISH CONTRACT # 535-2697
Refrigerator - Suites									MEP FINISH CONTRACT # 535-2697
Refrigerator - Break Area, engineer's area									MEP FINISH CONTRACT # 535-2697
Refrigerator - Employee break area									MEP FINISH CONTRACT # 535-2697
Refrigerator - Pantry/Kitchen									MEP FINISH CONTRACT # 535-2697
Refrigerator - Suites									MEP FINISH CONTRACT # 535-2697
Consume Oven - New									MEP FINISH CONTRACT # 535-2697
Jicee Maker									MEP FINISH CONTRACT # 535-2697
Maker									MEP FINISH CONTRACT # 535-2697
Machine									MEP FINISH CONTRACT # 535-2697
Machine - other									MEP FINISH CONTRACT # 535-2697
BUDGET CHANGES BUYOUT			\$27,000	\$0	\$27,000	\$27,000	\$0		

F.F.E. Items and Budget Costs

Item Description	Quantity	Cost/Unit	Total Cost	Cost Adjust	Adj Total	Purch Amt	Bal Remng	Notes	Comments
selextions - 27"	396	\$450	\$178,200		\$178,200		\$0	RCA - Phone - Ave Price	
selextions - 60"	5	\$2,300	\$11,500		\$11,500		\$0	RCA - Phone - Ave Price	
OS Receiver	2	\$475	\$950		\$950		\$0	RCA - Phone - Ave Price	
CR's - New	28	\$325	\$9,100		\$9,100		\$0	RCA - Phone - Ave Price	
JBIOTALS: TV MONITORS									
TELECOMMUNICATIONS EQUIPMENT									
VIDEO DISPLAYS									
ony Jumbocon, JTS 17	4	\$625,000	\$2,500,000	-\$400,000	\$2,100,000	-\$1,700,000	\$0	Whitney - written quote - installed	Reduce by Pacer's 1-6-99; VIDEO DISPLAYS BUYOUT
Alcor Marquee	1	\$143,000	\$143,000		\$143,000	-\$138,664	\$0	Whitney - written quote - installed	BOUGHT WISGNAGE - BURKHART CONTRACT
Sign Graver	1	\$18,000	\$18,000		\$18,000	-\$13,428	\$0	Clarke Sign Systems - phone quote	Nazdar Indiana
JBIOTALS: VIDEO DISPLAYS									
FINISHINGS/FIXTURES									
CHAIRS									
Chairs - Swivel/tilt desk chair	37	\$553	\$20,481		\$20,481		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Swivel/tilt, other, New	1	\$378	\$378		\$378		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Swivel/tilt desk chair - Upgraded	1	\$981	\$981		\$981		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Swivel, New	3	\$1,481	\$1,481		\$1,481		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Central Box Office	3	\$394	\$1,182		\$1,182		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Chromed framed	4	\$84	\$336		\$336		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Stacking, New	1,064	\$80	\$133,120	-\$29,200	\$103,920		\$0	Mily Lite - written quote	Reduced by Pacer's 11-2-98; FURNITURE BUYOUT
Chairs - Side, New	86	\$321	\$27,606		\$27,606		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Conference Room	15	\$548	\$8,220		\$8,220		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Conference Room, Promoter's Rm. - other	22	\$179	\$3,938		\$3,938		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Side Manager/Asst. Offices	6	\$563	\$3,378		\$3,378		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Side, Vice President	6	\$577	\$3,462		\$3,462		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Side, Upholstered - Controller's Office, Advertising, etc.	10	\$607	\$6,070		\$6,070		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Lounge	14	\$177	\$10,878		\$10,878		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Lounge, Suite Level Concierge Area	24	\$450	\$10,800		\$10,800		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Lounge, Upholstered	3	\$1,284	\$3,792		\$3,792		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Lounge, Upholstered, Wines/Family Room, etc.	12	\$511	\$6,132		\$6,132		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Upholstered Adm. Asst/ Asst GM	4	\$650	\$2,600		\$2,600		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Upholstered, President's Office	2	\$559	\$1,118		\$1,118		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Upholstered, President's Office	2	\$594	\$1,188		\$1,188		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Upholstered, President's furniture - 6 chairs, 1 sofa	1	\$5,929	\$5,929		\$5,929		\$0	Hughey Hartman - written quote	FURNITURE BUYOUT
Chairs - Desk, H.R. Sec./H.R. clerk, etc.	7	\$552	\$3,864		\$3,864		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Reception Area, Desk, Cubicles, etc.	7	\$590	\$4,130		\$4,130		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Desk, New - other, Concierge lounge	12	\$611	\$7,332		\$7,332		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Desk, New	19	\$633	\$12,027		\$12,027		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Desk, CFO/ Controller's office/H.R. Dir., etc.	11	\$894	\$10,934		\$10,934		\$0	Business Furniture - written quote	FURNITURE BUYOUT

F.F.E. Items and Budget Costs

Item Description	Quantity	Cost/Unit	Total Cost	Cost Adjust	Adj Total	Purch Amt	Bal Remng	Notes	Comments
Chair - Side, Dir of Player Personnel	2	\$866	\$1,912		\$1,912		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chair - Desk, Dir. Of Player Personnel	1	\$1,106	\$1,106		\$1,106		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chair - Desk, Vice President	1	\$596	\$596		\$596		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Desk, President's Offices	1	\$1,080	\$1,080		\$1,080		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Rolling, Upholstered - Includes Cubicles, Mailroom, etc.	13	\$514	\$18,504		\$18,504		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chairs - Rolling, Upholstered	36	\$622	\$8,006		\$8,006		\$0	Hughey Hartman - written quote	FURNITURE BUYOUT
Chairs - Upholstered Small Conf. Rm	24	\$686	\$16,704		\$16,704		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Custom unit to match exist. Pres. Secy furn.	1	\$15,000	\$15,000		\$15,000		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Chair - Carts, New	3	\$312	\$936		\$936		\$0	Claxon - written quote	FURNITURE BUYOUT
Chair - Trucks	68	\$200	\$11,600		\$11,600		\$0	Vico - written quote	FURNITURE BUYOUT
NET TOTAL CHAIRS			\$63,821	\$29,200	\$34,621		\$0		FURNITURE BUYOUT
HISC SEATING									
Reception Area Guest Seating	12	\$591	\$6,972		\$6,972		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Swivel Stools - New	0	\$0	\$0		\$0		\$0		Per Ratio Memo, 2-25-98: FURNITURE BUYOUT
Stools - Event Control Room Area	2	\$240	\$480		\$480		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Sofa	7	\$1,416	\$9,912		\$9,912		\$0	Waise Catalogue	FURNITURE BUYOUT
Sofa - 2 cushion, V.P. Office	1	\$1,587	\$1,587		\$1,587		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Recliner	9	\$275	\$2,475		\$2,475		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Lectern	5	\$1,000	\$5,000		\$5,000		\$0	Business Furniture - written quote	FURNITURE BUYOUT
3-seat curved units	6	\$3,980	\$23,880		\$23,880		\$0	Indianapolis Stage	FURNITURE BUYOUT
3-seat straight units	6	\$3,433	\$20,598		\$20,598		\$0	Business Furniture - written quote	FURNITURE BUYOUT
armless seat units	16	\$1,554	\$24,864		\$24,864		\$0	Business Furniture - written quote	FURNITURE BUYOUT
1 arm seat units	24	\$1,828	\$43,824		\$43,824		\$0	Business Furniture - written quote	FURNITURE BUYOUT
NET TOTAL HISC SEATING			\$149,009	\$9,455	\$158,464		\$0		FURNITURE BUYOUT
Desk - Vice President	1	\$2,374	\$2,374		\$2,374		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Desk - Human Resources Director/Advertising Dir./Game Oper., etc.	3	\$1,306	\$3,918		\$3,918		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Desk - other, New	1	\$890	\$890		\$890		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Desk - New, Office Broadcast Facilities, Directors', etc.	12	\$1,855	\$22,260		\$22,260		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Desk, New - Show Offices, Trainer's, Head/Asst. coaches' office, etc.	10	\$893	\$8,930		\$8,930		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Desk - NBA Trainer/Asst. Trainer/Doctor's/Strength Coach/Asst. Coach's offices	6	\$1,355	\$10,840		\$10,840		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Desk - Head Coach, etc.	3	\$4,410	\$13,230		\$13,230		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Desk - Private Offices	7	\$1,197	\$8,379		\$8,379		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Desk/counter - Reception Area	1	\$4,500	\$4,500		\$4,500		\$0	Richeson Cabinet - phone quote	FURNITURE BUYOUT
NET TOTAL DESKS			\$66,941	\$0	\$66,941		\$0		FURNITURE BUYOUT
Tables - Conference Rm., New	1	\$2,069	\$2,069		\$2,069		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Tables - Owner's entertainment/private room	18	\$1,000	\$18,000		\$18,000		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Tables - Training, Mechanical, New	4	\$3,234	\$12,936		\$12,936		\$0	Kees Global Medical - phone quote	FURNITURE BUYOUT
Tables - Large Training	1	\$485	\$485		\$485		\$0	Kees Global Medical - phone quote	FURNITURE BUYOUT
Tables - Training, New	4	\$1,980	\$7,920		\$7,920		\$0	Kees Global Medical - phone quote	FURNITURE BUYOUT
Tables - Promoter's Settlement Rooms	2	\$488	\$976		\$976		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Table - coffee	7	\$431	\$3,017		\$3,017		\$0	Business Furniture - written quote	FURNITURE BUYOUT
Table - Coffee, Team Lounge	1	\$695	\$695		\$695		\$0	Business Furniture - written quote	FURNITURE BUYOUT

F.F.E. Items and Budget Costs

Item Description	Quantity	Cost/Unit	Total Cost	Cost Adjust	Adj Total	Purch Amt	Bal Reming	Notes	Comments
31be - Corner, Team Lounge	1	\$656	\$656		\$656		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31be - end	14	\$409	\$5,726		\$5,726		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes, end - Team Lounge	2	\$598	\$1,176		\$1,176		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31be - Boal shaped Coach's room; 36" x 42" x 96" - work/inlem room	2	\$928	\$1,876		\$1,876		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31be - lamp	14	\$150	\$2,100		\$2,100		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes - 6" x 30"	48	\$203	\$9,744		\$9,744		\$0	Milly Lite - written quote	FURNITURE BUYOUT
31bes - 6" 12" x 6 people, 96 seating	12	\$300	\$3,600		\$3,600		\$0	Milly Lite - written quote	FURNITURE BUYOUT
31bes - 6" other (New)	8	\$300	\$2,400		\$2,400		\$0	Milly Lite - written quote	FURNITURE BUYOUT
31bes - 24" x 48" x 15"	3	\$341	\$1,023		\$1,023		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes - 20" x 30" x 20"	3	\$402	\$1,206		\$1,206		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes - 30" x 30" x 20"	2	\$382	\$764		\$764		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes - 25" x 45" rectangular	3	\$448	\$1,347		\$1,347		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes - 36" Admin, Mailroom	3	\$311	\$933		\$933		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes - 48" Round, V.P.	1	\$477	\$477		\$477		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes - 60" round	1	\$1,693	\$1,693		\$1,693		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31be - round, New	48	\$276	\$13,248		\$13,248		\$0	Milly Lite - written quote	FURNITURE BUYOUT
31bes - 96" x 24"	12	\$428	\$5,136		\$5,136		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes - Multi-Purpose, 30" x 45" x 29"	50	\$180	\$9,000		\$9,000		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes - 72" x 24"	25	\$180	\$4,500		\$4,500		\$0	Milly Lite - written quote	FURNITURE BUYOUT
31be - Boal shaped, 36" x 48" x 120" - Game Op., sm Conf. Rm., etc	4	\$2,902	\$11,608		\$11,608		\$0	Business Furniture - written quote	FURNITURE BUYOUT
31bes - Folding, New (6)	10	\$300	\$3,000		\$3,000		\$0	Vico - written quote	FURNITURE BUYOUT
31be Dollies	10	\$210	\$2,100		\$2,100		\$0	Vico - written quote	FURNITURE BUYOUT
31be Carts	2	\$410	\$820		\$820		\$0	Milly Lite - written quote	FURNITURE BUYOUT
31be Trucks	5	\$200	\$1,000		\$1,000		\$0	Vico - written quote	FURNITURE BUYOUT
BIOGRAPHIC TABLES, 30" x 48" x 120" - Game Op., sm Conf. Rm., etc			\$10,542		\$10,542		\$0		FURNITURE BUYOUT
SC. FURNITURE			\$1,953		\$1,953		\$0		FURNITURE BUYOUT
redenza	1	\$1,953	\$1,953		\$1,953		\$0	Business Furniture - written quote	FURNITURE BUYOUT
redenza - HR Director/Advertising	3	\$4,659	\$13,977		\$13,977		\$0	Business Furniture - written quote	FURNITURE BUYOUT
redenza - Small Conf. Rm.	3	\$1,681	\$5,073		\$5,073		\$0	Business Furniture - written quote	FURNITURE BUYOUT
redenza Attachment	3	\$364	\$1,092		\$1,092		\$0	Business Furniture - written quote	FURNITURE BUYOUT
redenza, with files - Vice President	1	\$3,576	\$3,576		\$3,576		\$0	Business Furniture - written quote	FURNITURE BUYOUT
service module	3	\$1,323	\$3,969		\$3,969		\$0	Business Furniture - written quote	FURNITURE BUYOUT
service Module - V.P.	1	\$1,841	\$1,841		\$1,841		\$0	Business Furniture - written quote	FURNITURE BUYOUT
hardoba - V.P.	1	\$1,951	\$1,951		\$1,951		\$0	Business Furniture - written quote	FURNITURE BUYOUT
sy Desk	10	\$1,065	\$10,650		\$10,650		\$0	Business Furniture - written quote	FURNITURE BUYOUT
sy Return	10	\$497	\$4,970		\$4,970		\$0	Business Furniture - written quote	FURNITURE BUYOUT
assuror's Office - furniture/partitions/cabinets	1	\$5,298	\$5,298		\$5,298		\$0	Business Furniture - written quote	FURNITURE BUYOUT
assuror's Office - Desk Assembly	2	\$1,138	\$2,276		\$2,276		\$0	Business Furniture - written quote	FURNITURE BUYOUT
assuror's Office - Desk Accessory	2	\$952	\$1,904		\$1,904		\$0	Business Furniture - written quote	FURNITURE BUYOUT
assuror's Office - Upper Module for Desk	2	\$164	\$328		\$328		\$0	Business Furniture - written quote	FURNITURE BUYOUT
assuror's Office - Lower Module for Desk	2	\$856	\$1,712		\$1,712		\$0	Business Furniture - written quote	FURNITURE BUYOUT
assuror's Office - Cell Benches(6)	2	\$154	\$308		\$308		\$0	Weiss Catalogue	FURNITURE BUYOUT
assuror's Office Furniture	0	\$0	\$0		\$0		\$0		Per Blackburn memo, 2-11-98: FURNITURE BUYOUT
assuror's Dining Chairs & Table	0	\$0	\$0		\$0		\$0		Per Blackburn memo, 2-11-98: FURNITURE BUYOUT

F.F.E. Items and Budget Costs

em Description	Quantity	Cost/Unit	Total Cost	Cost Adjust	Adj Total	Purch Amt	Bal Remng	Notes	Comments
em Furniture - Suites	68	\$12,000	\$792,000	-\$231,000	\$561,000	\$0	\$0	From Architects Draft FF&E, only \$12,000/suite	Up Reduction to 8,500 per Rowland Quote; FURNITURE BUYOUT
lockcase	12	\$824	\$11,088		\$11,088	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
lockcase - CFO/DIR. Of Player Pers. Offices, etc.	4	\$847	\$3,388		\$3,388	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
lockcase - V.P. & V.P. Community Relations	1	\$1,284	\$1,284		\$2,528	\$0	\$0	Business Furniture - written quote	Added (1) per Blackburn 3-17-98 memo; FURNITURE BUYOUT
lockcase - Private Offices	7	\$669	\$4,683		\$4,683	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
lockcase - Type 1	3	\$522	\$1,566		\$1,566	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
lockcase - Type 2	1	\$336	\$336		\$336	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
lockcase - Secretary/Sponsorship/Sales Dept., etc.	5	\$11,716	\$58,580		\$58,580	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
lockcase - Sponsorship/Sales Dept., Ticket Office	27	\$5,658	\$153,166		\$153,166	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
TV Cart	6	\$280	\$1,680		\$2,240	\$0	\$0	W/H/W - phone quote	FURNITURE BUYOUT
UBTOTAL:MINISCOPE FURNITURE BUYOUT			\$1,084,841		\$872,190	\$0	\$0		FURNITURE BUYOUT
UBTOTAL:STORAGE CABINETS/LOCKERS			\$1,820,324		\$54,963	\$0	\$0		FURNITURE BUYOUT
HELVING			\$1,820,324		\$117,071	\$0	\$0		FURNITURE BUYOUT
Shelving - New, General	1	\$464	\$464		\$464	\$0	\$0	Weiss Catalogue	FURNITURE BUYOUT
Storage Shelves - starter	10	\$135	\$1,350		\$1,350	\$0	\$0	Weiss Catalogue	FURNITURE BUYOUT
Storage Shelves - add on	30	\$114	\$3,420		\$3,420	\$0	\$0	Weiss Catalogue	FURNITURE BUYOUT
Storage Shelves - starter 24"x64"x22"	5	\$195	\$975		\$875	\$0	\$0	Weiss Catalogue	FURNITURE BUYOUT
Storage Shelves - add on (same size as above)	12	\$114	\$1,368		\$1,368	\$0	\$0	Weiss Catalogue	FURNITURE BUYOUT
Bin Storage	10	\$222	\$2,220		\$2,220	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
Cherry File Cabinet & Refinishing	0	\$0	\$0	\$6,522	\$6,522	\$0	\$0		Per Ratio memo, 2-25-98; FURNITURE BUYOUT
Box File	7	\$602	\$5,614		\$5,614	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
4000 storage cabinet	2	\$510	\$1,020		\$1,020	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
Shelving - Central Secure Storage, Mailroom	5	\$442	\$2,410		\$2,410	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
Storage Cabinet - New	3	\$212	\$636		\$636	\$0	\$0	Weiss Catalogue	FURNITURE BUYOUT
Storage Cabinet - Wardrobe	12	\$1,707	\$20,484		\$20,484	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
Storage Cabinet, w/shelves - Lost and Found	3	\$483	\$1,449		\$1,449	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
Storage Cabinet, New - Manager/Asst. Offices, etc.	4	\$597	\$2,388		\$2,388	\$0	\$0	Business Furniture - written quote	FURNITURE BUYOUT
Shelving - Gasoline Storage	3	\$531	\$1,593		\$1,593	\$0	\$0	Weiss Catalogue	FURNITURE BUYOUT
lockers - privacy	2	\$520	\$1,040	-\$1,040	\$0	\$0	\$0	Weiss Catalogue	Deleted - Bought w/rollwork
lockers - custom New, Coach's locker room	2	\$880	\$1,760	-\$1,760	\$0	\$0	\$0	Richardson Cabinets	Deleted - Bought w/rollwork
Half Height Lockers (2-gang)	14	\$487	\$6,818	-\$6,818	\$0	\$0	\$0	BT Office Supplies - Catalogue	Deleted - Bought w/rollwork
Half Height Lockers (3-gang), including Ball boy's and locker rooms	100	\$487	\$48,700	-\$48,700	\$0	\$0	\$0	BT Office Supplies - Catalogue	Deleted - Bought w/rollwork
Half Height Lockers (Single gang) - including Ball boy's room	3	\$209	\$627	-\$627	\$0	\$0	\$0	BT Office Supplies - Catalogue	Deleted - Bought w/rollwork
Half Height Lockers	120	\$95	\$11,400	-\$11,400	\$0	\$0	\$0	BT Office Supplies - Catalogue	Deleted - Bought w/rollwork
Bin Height Storage Cubicles	120	\$41	\$4,920		\$4,920	\$0	\$0	BT Office Supplies - Catalogue	FURNITURE BUYOUT
Bin Locker	1	\$210	\$210		\$210	\$0	\$0	Indianapolis Sports - on file visit	FURNITURE BUYOUT

F.F.E. Items and Budget Costs

Item Description	Quantity	Cost/Unit	Total Cost	Cost Adjust	Adj Total	Purch Amt	Bal Remng	Notes	Comments
bedding - stater unit 24" x 60" x 72"	2	\$302	\$604		\$604		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	10	\$98	\$980		\$980		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	10	\$206	\$2,060		\$2,060		\$0	Business Furniture - written quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	1	\$364	\$364		\$364		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	1	\$22,874	\$22,874		\$22,874		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	1	\$2,115	\$2,115		\$2,115		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	9	\$171	\$1,539		\$1,539		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	4	\$160	\$640		\$640		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	12	\$129	\$1,548		\$1,548		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	24	\$111	\$2,664		\$2,664		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	24	\$88	\$2,112		\$2,112		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	10	\$219	\$2,190		\$2,190		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	2	\$432	\$864		\$864		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	2	\$805	\$1,610		\$1,610		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	1	\$96	\$96		\$96		\$0	BT Office Supplies - Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	20	\$250	\$5,000		\$5,000		\$0	Airtrack Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	4	\$234	\$936		\$936		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	3	\$120	\$360		\$360		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	18	\$22	\$396		\$396		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	18	\$489	\$8,802		\$8,802		\$0	Weiss Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	22	\$432	\$9,504		\$9,504		\$0	Business Furniture - written quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	11	\$522	\$5,742		\$5,742		\$0	Business Furniture - written quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	11	\$485	\$5,335		\$5,335		\$0	Business Furniture - written quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	100	\$28	\$2,800		\$2,800		\$0	BT Office Supplies - Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	122	\$98	\$11,712		\$11,712		\$0	BT Office Supplies - Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	13	\$628	\$8,164		\$8,164		\$0	BT Office Supplies - Catalogue	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	1	\$1,325	\$1,325		\$1,325		\$0	Written quote - Time Systems Co.	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	1	\$1,625	\$1,625		\$1,625		\$0	Written quote - Time Systems Co.	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	1	\$7,032	\$7,032		\$7,032		\$0	Commaster - written quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	24	\$188	\$4,512		\$4,512		\$0	C.R. Muller & Sons - written quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	14	\$405	\$5,670		\$5,670		\$0	Acom Dist. - written quote	WEISE MAINT/MATERIAL HANDLING BUYOUT
bedding - stater unit 24" x 60" x 72"	40	\$35	\$1,400		\$1,400		\$0	Acom Dist. - written quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	9	\$19,200	\$172,800		\$172,800		\$0	Based on \$40/ft for equip (480sq)	Alkman/Creations @ Dallas
bedding - stater unit 24" x 60" x 72"	1	\$160,000	\$160,000		\$160,000		\$0	Based on \$40/ft for equip (4000sq)	Deleted - part of N.W. corner cost
bedding - stater unit 24" x 60" x 72"	68	\$250	\$16,900		\$16,900		\$0	From Architects Draft FFE	Deleted by Pacers
bedding - stater unit 24" x 60" x 72"	2	\$20,871	\$41,742		\$41,742		\$0	Supplier Fence - phone quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	4	\$2,000	\$8,000		\$8,000		\$0	Tennis - written quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	30	\$180	\$5,400		\$5,400		\$0	Tennis - written quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	26	\$125	\$3,250		\$3,250		\$0	Toys R Us - On Site Quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	1	\$800	\$800		\$800		\$0	Hughes, Hartman - written quote	FURNITURE BUYOUT
bedding - stater unit 24" x 60" x 72"	1	\$1,100	\$1,100		\$1,100		\$0		FURNITURE BUYOUT

F.F.E. Items and Budget Costs

Item Description	Quantity	Cost/Unit	Total Cost	Cost Adjust	Adj Total	Purch Amt	Bal Remng	Notes	Comments
Rigid pipe bender	1	\$4,298	\$4,298		\$0		\$0	On Site Quote - Economy Plumb.	Deleted per Pacers, 11-2-98
Rolling Tool Chest	1	\$1,850	\$1,850		\$0		\$0	On Site Quote - Sears	Deleted per Pacers, 11-2-98
WELDING SUPPLIES AND MATERIAL HANDLING			\$22,203	-\$1,850	\$20,353				
MAINTENANCE/MATERIAL HANDLING EQUIPMENT						-\$102,802			WIESE MAINT. EQUIP. BUYOUT
WIESE MAINTENANCE EQUIPMENT BUYOUT						-\$151,860			BRAMBLES MAINT/MATERIAL HANDLING BUYOUT
3RMBLES MAINTENANCE/MATERIAL HANDLING BUYOUT									Reduce per Pacer 11-2-98:
Reduce Maintenance and Material Handling				-\$39,934	-\$39,934				Brambles Buyout
Welder	1	\$2,500	\$2,500		\$0		\$0	ESTIMATE	
Gasoline Air Compressor	1	\$1,225	\$1,225		\$0		\$0	Stilton Garden - Ph. Quote	
Air Compressor, 10 hp	1	\$850	\$850		\$0		\$0	Granger - catalogue	
Floor Machine/Janitorial Equipment - Riding Scrubbers	2	\$31,563	\$63,126		\$0		\$0	Varnoss Catalogue - written quote	WIESE MAINT. EQUIP. BUYOUT
Walk - behind scrubber	2	\$8,950	\$17,900		\$0		\$0	Combined Machines - written quote	WIESE MAINT. EQUIP. BUYOUT
Floor machines, buffers	2	\$1,510	\$3,020		\$0		\$0	Wyrma Products - written quote	WIESE MAINT. EQUIP. BUYOUT
Walk-behind wet vac	4	\$1,317	\$5,268		\$0		\$0	Wyrma Products - written quote	WIESE MAINT. EQUIP. BUYOUT
Extraction	2	\$7,202	\$14,404		\$0		\$0	Metro Cleaning Systems - written quote	WIESE MAINT. EQUIP. BUYOUT
Vacuum, upright	4	\$375	\$1,500		\$0		\$0	Discount Vacuum - written quote	WIESE MAINT. EQUIP. BUYOUT
Vacuum, canister	4	\$243	\$972		\$0		\$0	Discount Vacuum - written quote	WIESE MAINT. EQUIP. BUYOUT
Forklift, 6,000 lb. - pneumatic tires	1	\$31,775	\$31,775		\$0		\$0	Weiss - written quote	Brambles Buyout
Forklift, 5,000 lb. - pneumatic tires	1	\$22,000	\$22,000		\$0		\$0	Gene Equip. - phone quote	WIESE MAINT. EQUIP. BUYOUT
Boomlift	2	\$6,000	\$12,000		\$0		\$0	Gene Equip. - phone quote	WIESE MAINT. EQUIP. BUYOUT
Seasons Lift	1	\$12,000	\$12,000		\$0		\$0	Tennant - written quote	Brambles Buyout
Sweepers - riding	1	\$23,021	\$23,021		\$0		\$0	Combined Machinery - phone quote	WIESE MAINT. EQUIP. BUYOUT
Sweepers - litter-vacs	2	\$1,676	\$3,352		\$0		\$0	Tool Shed - phone quote	WIESE MAINT. EQUIP. BUYOUT
Pressure Washer	1	\$4,000	\$4,000		\$0		\$0	Estimate from EG	WIESE MAINT. EQUIP. BUYOUT
Water Hoses	45	\$900	\$40,500		\$0		\$0	Cost Purchased in 1998 + 5% (Brghl)	Deleted by Pacers
Bobcat	1	\$23,700	\$23,700		\$0		\$0	Deleted Per Pacers:	Deleted by Pacers
Budget Deduct - Bobcat, trucks, groundskeeping	1	\$0	\$0		\$0		\$0		Deleted Per Pacers:
Truck - Pick-up	1	\$20,000	\$20,000		\$0		\$0		Deleted Per Pacers:
Truck - Box	1	\$22,000	\$22,000		\$0		\$0		Deleted Per Pacers:
Zamboni	1	\$58,325	\$58,325		\$0		\$0		Deleted per Pacers, 5-28-98
Dollies - platform	6	\$3,168	\$19,008		\$0		\$0	Wielas - Catalogue	WIESE MAINT. EQUIP. BUYOUT
Dollies - open top	4	\$65	\$260		\$0		\$0	Weiss - Catalogue	WIESE MAINT. EQUIP. BUYOUT
Handcarts	6	\$142	\$852		\$0		\$0	Weiss - Catalogue	WIESE MAINT. EQUIP. BUYOUT
Truck - electric power	2	\$8,240	\$16,480		\$0		\$0	Weiss - Catalogue	WIESE MAINT. EQUIP. BUYOUT
Tread Plate Ramps (36" x 60" x 70")	6	\$1,910	\$11,460		\$0		\$0	Sink and Edwards - written quote	WIESE MAINT. EQUIP. BUYOUT
Portable Generator	2	\$1,500	\$3,000		\$0		\$0	Granger - written quote	Deleted by Pacers
100 Amp Dist. - for portable power	4	\$2,735	\$10,940		\$0		\$0	Indianapolis Stage - written quote	
Extension Cables - 25', 50', 100'	1	\$2,600	\$2,600		\$0		\$0	Peerless Elec. - written quote	
Waste Compactor	1	\$19,000	\$19,000		\$0		\$0	Central Indiana Truck Equipment	
Waste Dumpster, 40 yd. Capacity	1	\$5,500	\$5,500		\$0		\$0	Central Indiana Truck Equipment	
Recyclables Dumpster, 40 yd. Capacity	1	\$5,500	\$5,500		\$0		\$0	Central Indiana Truck Equipment	
Power Edge	1	\$1,900	\$1,900		\$0		\$0	Mueller & Sons - written quote	Bought through Lee Pro
Uninterrupted Power Supplies	1	\$30,000	\$30,000		\$0		\$0		
Adjustment to Maintenance/Material Handling Equip				\$13,750	\$13,750		\$0		Brambles/Wiese

F.F.E. Items and Budget Costs

Item Description	Quantity	Cost/Unit	Total Cost	Cost Adjust	Adj Total	Purch Amt	Bal Remng	Notes	Comments
RELOCATION STRATEGIES CONTRACT									
add to Moving Budget	0	\$0	\$0	\$75,000	\$75,000	-\$42,500	\$0		RELOCATION STRATEGIES CONTRACT
lost to Relocating ALL ON HAND AND AVAILABLE TO MOVE Items									HOGAN TRANSFER BUYOUT
- Trucks (30 x \$1200/truck)	30	\$1,200	\$36,000		\$36,000		\$0	Advantage Relocation - May/flower	RELOCATION STRATEGIES
- Cansons	2,000	\$1	\$2,200		\$2,200		\$0	Advantage Relocation - May/flower	RELOCATION STRATEGIES
- Packing Tape	1	\$300	\$300		\$300		\$0	Advantage Relocation - May/flower	RELOCATION STRATEGIES
- Delivery charge of cartons	1	\$500	\$500		\$500		\$0	Advantage Relocation - May/flower	RELOCATION STRATEGIES
- Future price adjustment estimate	1	\$4,000	\$4,000		\$4,000		\$0	Advantage Relocation - May/flower	RELOCATION STRATEGIES
RELOCATION STRATEGIES CONTRACT									
Network - Suites	68	\$1,000	\$68,000		\$68,000	-\$85,692	\$0	From Architects Draft FF&E	G.V. Altkman
Decorating - Artwork, wall hanging, desk sets, etc.	1	\$20,642	\$20,642		\$20,642		\$0	Business Furniture - written quote	
Banners - Indoor/Outdoor	1	\$60,000	\$60,000	-\$60,000	\$0	-\$26,007	\$0	Various quantities, prices, vendors	G.V. Altkman
Flags - Indoor/Outdoor	1	\$6,000	\$6,000		\$6,000		\$0	Various quantities, prices, vendors	
RELOCATION STRATEGIES CONTRACT									
Special Lighting	1	\$400,000	\$400,000	-\$200,000	\$200,000	-\$198,000	\$0	Indianapolis Stage - phone quote	ERMCO
Spotlight removal cost	1	\$2,600	\$2,600	-\$2,600	\$0		\$0	NDC to move spots to arena floor	Deleted per Pacers, 11-2-98
Stage Lights - for all photos	4	\$2,500	\$10,000	-\$10,000	\$0		\$0	Roberts - phone quote, no installation	Deleted per Pacers, 11-2-98
RELOCATION STRATEGIES CONTRACT									
Automated Ticketing Entry System -									
Computer Software	1	\$0	\$0		\$0		\$0	Includes Computer software/hardware, tumblers, freight, and licensing fee (listed below)	1, Adjusted Total Per Pacer Request
Tumblers and computer hardware	30	\$6,668	\$200,040	-\$200,040	\$0		\$0	Averado Manufacturing - written quote	2, Deleted per Pacers, 5-28-98
Freight	1	\$3,500	\$3,500	-\$3,500	\$0		\$0	Averado Manufacturing - written quote	Adjusted Total Per Pacer Request
Licensing Fee - Ticketmaster software	1	\$15,000	\$15,000	-\$15,000	\$0		\$0	Negotiable Fee Per Year	Adjusted Total Per Pacer Request
RELOCATION STRATEGIES CONTRACT									
Computer and Printer - New	1	\$3,000	\$3,000		\$3,000		\$0	Comp USA Direct Catalogue	Deleted by Pacers
Fax Machines	2	\$720	\$1,440		\$1,440		\$0	BT Office Catalogue	Deleted by Pacers
Copyer - High Speed	1	\$20,000	\$20,000	-\$20,000	\$0		\$0	ESTIMATE	Deleted by Pacers
Server - Suites, etc	68	\$400	\$27,200	-\$27,200	\$0		\$0	Bob Metairie - phone quote	Deleted per Pacers, 5-28-98
RELOCATION STRATEGIES CONTRACT									
Office Equipment/Electronics									
Computer and Printer - New	1	\$3,000	\$3,000		\$3,000		\$0	Comp USA Direct Catalogue	Deleted by Pacers
Fax Machines	2	\$720	\$1,440		\$1,440		\$0	BT Office Catalogue	Deleted by Pacers
Copyer - High Speed	1	\$20,000	\$20,000	-\$20,000	\$0		\$0	ESTIMATE	Deleted by Pacers
Server - Suites, etc	68	\$400	\$27,200	-\$27,200	\$0		\$0	Bob Metairie - phone quote	Deleted per Pacers, 5-28-98
RELOCATION STRATEGIES CONTRACT									
Office Equipment/Electronics									
Computer and Printer - New	1	\$3,000	\$3,000		\$3,000		\$0	Comp USA Direct Catalogue	Deleted by Pacers
Fax Machines	2	\$720	\$1,440		\$1,440		\$0	BT Office Catalogue	Deleted by Pacers
Copyer - High Speed	1	\$20,000	\$20,000	-\$20,000	\$0		\$0	ESTIMATE	Deleted by Pacers
Server - Suites, etc	68	\$400	\$27,200	-\$27,200	\$0		\$0	Bob Metairie - phone quote	Deleted per Pacers, 5-28-98

F.F.E. Items and Budget Costs

Item Description	Quantity	Cost/Unit	Total Cost	Cost Adjust	Adj Total	Purch Amt	Ball Remaining	Notes	Comments
<p>Original F.F.E. Budget Total (Original Total Cost) \$25,503,443</p>									
<p>Total Cost Adjustments -\$432,205</p>									
<p>Adjusted F.F.E. Budget Total \$25,071,228</p>									
<p>Total Amount Purchased (Actual total amount of all quoted items) -\$23,923,739</p>									
<p>Total Balance Remaining (Balance to Purchase) \$0</p>									

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EXHIBIT L

(PBC Stock Ownership Schedule)

Herbert Simon and Melvin Simon, in the aggregate	96%
Larry Bird	4%*

*Per the terms of an employment agreement, Larry Bird has the potential to increase his stock ownership to a total of 10%.

1. Easement in favor of all utilities with respect to that part of the premises comprised of air rights heretofore vacated by proceedings under Declaratory Resolution No. 84-VAC-40 as set out in a transcript recorded January 31, 1985 as Instrument No. 85-7723.
2. Rights of Downtown Services, Inc., an Indiana corporation with respect to the bridge structure located within the air rights vacated by proceedings under Declaratory Resolution No. 84-VAC-40 and the right of continued support for the same pursuant to a deed recorded September 13, 1983 as Instrument No. 83-66798, a transcript of proceedings under Declaratory Resolution No. 84-VAC-40 recorded January 31, 1985 as Instrument No. 85-7723, and a deed recorded December 16, 1996 as Instrument No. 96-174357.
3. Easements reserved and covenants and agreements set out in the deed from CRC Properties, Inc., a Pennsylvania corporation to the Department of Metropolitan Development Of The Consolidated City of Indianapolis Acting For And On Behalf Of The Metropolitan Development Commission Of Marion County, Indiana, In Its Capacity As The Redevelopment Commission Of The City of Indianapolis, Indiana dated July 18, 1997 and recorded July 24, 1997 as Instrument No. 97-102769 (hereafter called the "1997 CRC Deed"), to-wit:
 - a.) Access Easement 20' in width, commencing at the northerly property line of Tract III of the Insured Real Estate at Virginia and Delaware Avenues and extending southward to Grantor's remaining property; or a substitute easement acceptable to Grantor, at Grantee's sole cost and expense;
 - b.) An easement for Grantor's existing Camp Car Tract No. 518 located on the southerly line of the portion of the Insured Real Estate conveyed by the 1997 CRC Deed together with means of ingress and egress thereto, for maintenance, repair or removal of said track by its employees, agents, contractors or assigns;
 - c.) Covenant of Grantee to release Grantor for any loss or damage, direct or consequential, caused by or arising from the lack or failure to maintain a fence or similar structure between the Insured Real Estate and adjoining land of Grantor or as may be caused by or arise from vibration resulting from the normal operation, maintenance or repair of Grantor's railroad;
 - d.) Covenants related to hazardous substances and their remediation including indemnities and hold harmless provisions relative thereto;
 - e.) Covenant of Grantee to release Grantor from any liability arising out of sliding, shifting or movement of adjoining embankment of Grantor, or the drainage or seepage of water therefrom, upon or into the Insured Real Estate or upon, under, or into anything which may be erected thereon; and

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

EXHIBIT N

[Punch list to be agreed upon by parties on or before May 30, 2000]

EXHIBIT O
(Real Estate)

Tract One:

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

Tract Two:

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

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

(Continued)

LEGAL DESCRIPTION (continued):

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

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

Commencing at the intersection of the South line of Georgia Street and the East line of Meridian Street; thence South 00 degrees 2 minutes 5 seconds West along said East line of Meridian Street 470.40 feet said point being on the North face of a concrete retaining wall structure as existing August, 1984; thence the following nine (9) courses being along the North face of said wall: (1) South 89 degrees 38 minutes 30 seconds East 124.00 feet; (2) North 86 degrees 15 minutes 15 seconds East 38.08 feet; (3) North 79 degrees 49 minutes 51 seconds East 50.80 feet; (4) North 74 degrees 15 minutes 15 seconds East 23.90 feet; (5) North 71 degrees 36 minutes 0 seconds East 31.62 feet; (6) North 69 degrees 43 minutes 49 seconds East 53.31 feet; (7) North 69 degrees 28 minutes 44 seconds East 102.53 feet; (8) North 04 degrees 26 minutes 1 second East 13.04 feet; (9) North 86 degrees 25 minutes 36 seconds East 7.98 feet to a point on the West line of Pennsylvania Street, said point being the POINT OF BEGINNING; thence North 75 degrees 42 minutes 6 seconds East along the North face of the bridge being a row of column supports 92.89 feet to the East line of Pennsylvania Street; thence South 0 degrees 2 minutes 14 seconds West along said East line 163.36 feet to a point 15 feet Northerly, by perpendicular measure of the centerline of the westbound main line of Conrail as existing August, 1984, said point also being on a non-tangent curve concave Northwesterly having a central angle of 5 degrees 17 minutes 42 seconds and a radius of 985.00 feet; thence the following two (2) courses being 15 feet Northerly of and parallel with said centerline: (1) Southwesterly along said curve an arc distance of 91.03 feet (said arc being subtended by a chord having a bearing of South 53 degrees 34 minutes 30 seconds West and a length of 91.00 feet; (2) South 56 degrees 13 minutes 31 seconds West 20.24 feet to the West line of Pennsylvania Street; thence North 0 degrees 2 minutes 14 seconds East along said West line 205.69 feet to the POINT OF BEGINNING.

Tract Three:

A part of Square 84 of the Donation Lands of the City of Indianapolis, Marion County, Indiana and a part of vacated Alabama Street, more particularly described as follows:

Beginning at the intersection of the East right-of-way line of South Delaware Street with the West right-of-way line of Virginia Avenue; thence on and along said West right-of-way line South 42 degrees 59 minutes 49 seconds East (State Plane Bearing) 602.11 feet to a point which lies 30.00 feet northerly, by perpendicular measurement, of the centerline of the said Amtrak railroad tracks being the most Northerly of the three Conrail through tracks and also known as the Station lead track; thence parallel with said centerline of the following three courses: 1) South 70 degrees 25 minutes 52 seconds West 354.72 feet; 2) South 70 degrees 20 minutes 28 seconds West 93.09 feet to the point of curvature of a curve concave southeasterly, having a

(Continued)

LEGAL DESCRIPTION:

Part of Square 78 in the City of Indianapolis, Indiana; also, Lots 1 through 10 in Fletcher, Wilkins and Woods Commissioners Subdivision of Square 78, in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 263, in the Office of the Recorder of Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot 10, running thence East along and with the North line of said Square 78 and the South line of Maryland Street, a measured distance of 240.00 feet to the Northeast corner of aforesaid Square 78, being the intersection of the South line of Maryland Street and the West line of Alabama Street; thence Southwardly along and with the East line of said Square 78 and the West line of Alabama Street, a measured distance of 357.20 feet to the Southeast corner of said Square 78, being the intersection of the West line of Alabama Street and the Northeast line of Virginia Avenue; thence Northwestwardly along and with the Southwestwardly line of Square 78 and the aforesaid Northeastwardly line of Virginia Avenue, a measured distance of 371.70 feet to the Southwestwardly corner of Lot 10 in Square 78; thence Northeastwardly, making an angle of 90 degrees, 00 minutes along the Northwestwardly line of said Lot 10, a distance of 32.00 feet; thence Northwardly along the Westwardly line of said Lot 10 and on a line at right angles to the North line of said Square 78, a distance of 71.10 feet to the place of beginning.

Also, Lot 11 in Fletcher, Wilkins and Woods Commissioners Subdivision of Square 78, in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 263, in the Office of the Recorder of Marion County, Indiana.

Except that part of said Lot 4 conveyed to the City of Indianapolis by deed recorded April 29, 1985 as Instrument #85-31631 in the Office of the Recorder of Marion County, Indiana, to-wit:

Beginning at the Southeast corner of said Lot 4; thence North 44 degrees 58 minutes 09 seconds West 52.44 feet along the Southwestern line of said Lot 4; thence North 81 degrees 54 minutes 03 seconds East 25.00 feet; thence North 39 degrees 51 minutes 37 seconds East 19.16 feet to the East line of said Lot 4; thence South 00 degrees 01 minutes 48 seconds East 55.33 feet along said East line of the Point of Beginning.

Also except that part of said Lot 11 conveyed to the City of Indianapolis by deed recorded April 29, 1985 as Instrument #85-31632 in the Office of the Recorder of Marion County, Indiana, to-wit:

Beginning at the Northwest corner of said Lot 11; thence South 89 degrees 56 minutes 12 seconds East 20.74 feet along the North line of said Lot 11; thence South 20 degrees 48 minutes 05 seconds West 16.08 feet to the Southwestern line of said Lot 11; thence North 44 degrees 58 minutes 09 seconds West 21.27 feet along said Southwestern line to the point of beginning.

LEGAL DESCRIPTION (continued):

radius of 1717.02 feet and a central angle of 00 degrees 20 minutes 35 seconds; 3) southwesterly on and along said curve, an arc distance of 10.28 feet (said arc being subtended by a chord which bears South 68 degrees 31 minutes 02 seconds West 10.28 feet) to the East right-of-way line of Delaware Street; thence on and along said East right-of-way line North 02 degrees 00 minutes 27 seconds East 594.62 feet to the point of Beginning.

EXHIBIT P
(Sponsor)

Conseco, Inc.
11825 N. Pennsylvania
Carmel, IN 46032

Marsh Supermarkets, LLC
9800 Crosspoint Boulevard
Indianapolis, IN 46256-3350

Miller Brewing Company
3939 West Highland Boulevard
Milwaukee, WI 53208

Indianapolis Newspapers, Inc.
307 North Pennsylvania Street
PO Box 145
Indianapolis, IN 46206-0145

Emmis Communications Corporation
One Emmis Plaza
40 Monument Circle
Indianapolis, IN 46204

Galyan's Trading Company
2437 East Main Street
Plainfield, IN 46168

Pepsi-Cola General Bottlers, Inc.
3501 Algonquin Road
Rolling Meadows, Illinois 60008

Bank One Corporation
1111 Polaris Parkway
First Floor, Suite A1
Columbus, OH 43240

ATA
7337 West Washington Street
Indianapolis, IN 46251

**The above list may be changed from time to time at the written request of Pacers
Basketball Corporation**

EXHIBIT Q

(Structural, Building Exterior and Roof Components)

Structural System:

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

2. Building Exterior Envelope

All costs relating to the following items which are in excess of Fifty Thousand Dollars (\$50,000.00) on an individual basis in any one fiscal year of PBC or which are in excess of Five Hundred Thousand Dollars (\$500,000.00) on a combined basis in the aggregate over the Term (provided that such amounts shall be adjusted by the CPI Percentage Adjustment as of the first calendar month of every fiscal year of PBC after the first full fiscal year after the Commencement Date), it being understood that costs for such items below the threshold shall be borne by PBC:

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

3. Roof System

- 3.1 All roofing, including roofs of all types at each and every location on the building, roof material, insulation, roof penetrations, flashes, means of attachment, roof ballast, protective coverings and related materials.
- 3.2 All roof supporting systems including roof deck, support beams, trusses, girders, columns, joints and connections of all types, sealers, insulation, fireproofing and related materials.

CONSECO FIELDHOUSE OPERATING AGREEMENT

This OPERATING AGREEMENT is entered into as of November 1, 1999 by and among MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY ("MCCRFA"), THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA ("CIB"), and PACERS BASKETBALL CORPORATION, an Indiana corporation ("PBC"), and MELVIN and HERBERT SIMON ("Simons").

Recitals

WHEREAS, CIB is the owner of the Real Estate and has transferred the Real Estate to MCCRFA;

WHEREAS, MCCRFA has leased the Real Estate to CIB;

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

WHEREAS, PBC owns and operates the Indiana Pacers, a professional basketball franchise in the NBA;

WHEREAS, the Simons and/or the Simon Family Affiliates (as more particularly set forth in the PBC Stock Ownership Schedule) own substantially all of the PBC Stock;

WHEREAS, to facilitate CIB's accomplishment of the Municipal Purposes, ISC has committed to hold amateur athletic competition in the Fieldhouse Complex;

WHEREAS, to facilitate CIB's accomplishment of the Municipal Purposes, CIB is granting to PBC the exclusive right, authority, license and privilege to use, possess, occupy and operate the Fieldhouse Complex in accordance with the terms and conditions set forth herein;

WHEREAS, PBC desires to obtain the exclusive right, authority, license and privilege to use, possess, occupy and operate the Fieldhouse Complex in accordance with the terms and conditions set forth herein;

WHEREAS, certain financial rights, duties and obligations of CIB and PBC, with respect to the operation of the Fieldhouse Complex, are set forth in a Financial Agreement executed, or to be executed, by CIB and PBC (the "Financial Agreement");

WHEREAS, certain parking rights, duties and obligations of CIB and PBC, with respect to the use and operation of the Reserved Parking Facilities are set forth in the Virginia Avenue Parking Garage Parking Agreement ("Parking Agreement");

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

WHEREAS, MCCRFA is agreeing to make certain covenants, representations, warranties and to guarantee the obligations of CIB as an inducement to PBC to enter into this Operating Agreement and the other Fieldhouse Complex Agreements;

WHEREAS, all capitalized terms set forth herein which are not expressly defined herein, shall have the meaning(s) set forth in the Understanding of Defined Terms, executed by CIB, MCCRFA, PBC and the Simons, dated the date hereof (the "Understanding of Defined Terms").

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereunder, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIB, MCCRFA, PBC and the Simons covenant and agree as follows:

Agreement

The parties hereto acknowledge and agree that the recitals set forth above shall be incorporated into this Operating Agreement for all purposes.

SECTION 1. GRANT OF RIGHTS.

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

(b) Rights to Reserved Parking Spaces and Staff Parking Spaces. Subject to the terms and conditions set forth herein, CIB hereby grants to PBC, for the period of the Term, the sole and exclusive right, authority, license and privilege to use One Thousand Four Hundred (1,400) covered Reserved Parking Spaces, with the specific locations thereof being more particularly described in the Parking Agreement, which may be used by PBC employees and other staff, media, personnel and licensees before, during and after Indiana Pacers games and other Fieldhouse Events. In addition,

CIB hereby grants to PBC, for the period of the Term, the sole and exclusive right, authority, license and privilege to use Two Hundred (200) parking spaces for employees and staff of PBC ("Staff Parking Spaces") which will be made available on a 24 hour per day/365 day per year basis. In addition, CIB hereby grants to PBC, for the period of the Term, the right to use bridges, walkways, connectors or other paths of travel from the areas of the Reserved Parking Spaces and the Staff Parking Spaces to the Fieldhouse Complex. PBC shall pay to CIB, as provided in Section 5(b), a fee for the rights granted to it under this Section 1(b). The rights and obligations of the parties under this Section 1(b) are more particularly set forth in the Parking Agreement.

(c) Fieldhouse Agreements. PBC and CIB, respectively, agree to perform and comply with each and every one of their respective obligations under the Fieldhouse Complex Documents.

(d) NBA All Star Game. CIB and PBC acknowledge that the City of Indianapolis would receive significant benefits from hosting an NBA All Star game and related events. CIB and PBC shall use good faith efforts to attract the NBA All Star game and related events to Indianapolis. Subject to scheduling conflicts for existing bookings at the time of a request, CIB shall make available to PBC or the NBA, not more frequently than once every four years, space in the ICC Complex sufficient to accommodate events related to the NBA All Star game that cannot be accommodated at the Fieldhouse Complex. CIB shall make such space available to PBC or the NBA at no cost if the NBA specifies that such space shall be made available at no cost, it being agreed that such event would constitute a significant benefit for the City of Indianapolis. CIB agrees to work with PBC and the NBA to accommodate the NBA's requirements for the NBA All Star Game and related events, provided that CIB shall not be obligated to breach any existing contractual arrangements.

SECTION 2. TERM OF AGREEMENT.

(a) Term. The initial term of this Operating Agreement shall be a period of approximately twenty (20) years, beginning on November 1, 1999 (the "Commencement Date"), and ending, unless sooner terminated, at the end of the NBA Season ending in the year 2019 (the "Initial Term"). PBC shall have the right to extend the term of this Operating Agreement for ten (10) consecutive periods of five (5) years each, upon the same terms and conditions (with the exception of the term) set forth herein (the "Extended Term(s)"). PBC shall exercise its right to extend the Initial Term and/or any Extended Term(s) by delivering to CIB a written notice of such exercise on or before the date which is one (1) year prior to the expiration of the Initial Term or any Extended Term(s), as applicable. PBC's failure to deliver timely notice of such exercise as provided herein shall terminate all of PBC's rights to extend the Initial Term and/or any Extended Term(s), as applicable. The Initial Term and any Extended Terms are collectively referred to as the "Term."

SECTION 3. USES AND LIMITATIONS.

(a) Permitted Uses by PBC. Subject to the terms and conditions set forth herein, PBC may use the Fieldhouse Complex for any lawful purpose. Subject to ISC's rights as set forth in

Section 3(c) hereof and the other terms and conditions set forth herein, PBC shall, by way of example and not limitation, have the sole and exclusive right to:

(i) Except for the contracts to be entered into by CIB and other authority to be exercised by CIB as expressly reserved to CIB herein, enter into contracts or otherwise exercise authority over all aspects of the operation of the Fieldhouse Complex;

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

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

(iv) Erect, control or license advertising promotions, signs and displays in, on or about the Fieldhouse Complex;

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

(vi) Televisе, broadcast or otherwise communicate Fieldhouse Events by and through any and every broadcasting medium or method now in existence or hereafter developed, or permit others to do so;

(vii) Sell and distribute tickets and other admissions for Fieldhouse Events or grant third parties the right, authority, license or privilege to sell and distribute such tickets and admissions;

(viii) Grant naming or sponsorship rights for the Fieldhouse Complex, or any component or portion thereof, and retain the remuneration therefor;

(ix) Grant naming or sponsorship rights for any product or service used in or at the Fieldhouse Complex and retain the remuneration therefor;

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

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

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

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

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

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

No party shall be required to inquire into the authority of PBC to enter into any of the aforesaid agreements or to exercise any of the aforesaid rights.

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

(c) Permitted Uses by ISC.

(i) PBC shall reserve the Fieldhouse Complex for up to twelve (12) days (non-cumulative) each year of the Term for use by ISC, for amateur athletic and civic events, which events shall be

scheduled on dates and at times to be determined in accordance with the ISC Reservation Procedure. ISC shall pay to PBC the ISC Rate for such use of the Fieldhouse Complex. ISC shall have the right (subject to agreements between PBC and others with respect to advertising, signage or naming rights or with respect to the right to provide goods or services on a limited, exclusive, favored or sponsorship basis) to advertise and sell and distribute tickets and admissions for all ISC events in the Fieldhouse Complex, but shall be required to utilize PBC's concessionaires and licensees at the Fieldhouse Complex. All ticket, advertising and sponsorship income and revenue from events described in this Subsection shall belong to ISC, (subject to agreements between PBC and others with respect to advertising, signage or naming rights or with respect to the right to provide goods or services on a limited, exclusive, favored or sponsorship basis). PBC shall retain the use of all of the suites and shall be entitled, at no charge, to four (4) guest passes per suite, one ticket for each suite seat and one ticket for each standing room ticket allocated to each suite for National Basketball Association events for each such ISC event at the Fieldhouse Complex.

(ii) Notwithstanding the foregoing, the parties agree that it is in their mutual best interests to promote amateur athletic events in Indianapolis. To that end, PBC and CIB will use good faith efforts to work with ISC to attract events for all or part of the twelve (12) days available to ISC each year that PBC and ISC mutually reasonably agree are championship level events with significant benefit to the City of Indianapolis, such as, but not limited to, the World Basketball Championships, post season Big Ten basketball tournaments, World Gymnastics Championships and NCAA basketball tournaments ("Championship Events"). PBC agrees to negotiate and enter into contracts for suite usage and advertising signage in the bowl of the Fieldhouse Complex (but not naming rights, product exclusives, concourse or exterior advertising signage or other sponsorships/exclusive contracts), whether such contracts cover only suites or only advertising bowl signage or cover other matters in addition to those, wherein the other contracting party agrees that the suites may not be available and the advertising signage in the bowl may be covered during such Championship Events, at the election of PBC. ISC and PBC agree that a bid for a Championship Event will not be submitted in a fashion that relinquishes the use of some or all of the suites or agrees to a covering of bowl advertising signage unless either (i) the bid specifications for the Championship Event require the same and such specifications cannot reasonably be eliminated or (ii) ISC and PBC mutually agree that a bid should be

submitted on that basis. If only some of the suites are to be used for the Championship Event, ISC shall use its best effort to allow PBC to make the selection as to which suites will be used. If a Championship Event would necessitate the use of some or all of the suites, then PBC shall make such suites available during such Championship Event. If a Championship Event would necessitate the covering of advertising signage in the bowl, then PBC shall cover such advertising signage during such Championship Event. ISC shall agree to use its best efforts to attract Championship Events without the use of suites and without the elimination of advertising signage so long as such efforts to do not materially detract from the opportunity to be competitive, and shall further use its best efforts to make premium seating tickets available to suiteholders whose suites are taken for such Championship Events. PBC's obligations under this subsection (ii) are subject to ISC agreeing in writing to all of the provisions of this Section 2(c) within thirty (30) days after the date of execution of this Agreement.

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

SECTION 4. OPERATING COVENANTS.

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

(a) Municipal Purposes. PBC shall prepare and submit to CIB, on or before January 31 of the initial year of the Term, its written plan for adherence to the Municipal Purposes described in the Recitals to this Agreement ("Municipal Purposes Plan"). If CIB believes that PBC's Municipal Purposes Plan is inadequate, then CIB shall notify PBC in writing specifying the inadequacies and suggesting such reasonable revisions or modifications to the Municipal Purposes Plan as CIB deems necessary. If PBC agrees with the inadequacies set forth in the Municipal Purposes Plan specified in the CIB notice, then PBC shall revise its Municipal Purposes Plan accordingly. If PBC does not agree with the inadequacies set forth in the Municipal Purposes Plan specified in the CIB notice, then the parties shall meet and negotiate in good faith to arrive at a revised Municipal Purposes Plan. If, despite such good-faith negotiations, the parties are unable to arrive at an acceptable revised Municipal Purposes Plan within sixty (60) days after the date of CIB's notice, then such dispute shall be resolved by the Arbitration Committee. PBC shall use commercially reasonable efforts to comply with the Municipal Purposes Plan during the Term of this

Agreement. During the entire Term, PBC shall operate, promote and administrate the Fieldhouse Complex in a manner consistent with the Municipal Purposes Plan and other First-Class Arena Facilities.

(b) Indiana Pacers Games. Subject to the Early Termination Right afforded PBC during the second ten (10) years of the Term in the Financial Agreement, during the entire Term, so long as the NBA or any successor or replacement professional basketball league exists and the Indiana Pacers or any successor professional basketball team remain a member of such league, PBC shall: (i) cause the Indiana Pacers to maintain its principal offices in the Fieldhouse Complex and maintain any ancillary offices in downtown Indianapolis, Indiana; (ii) subject to NBA scheduling and regulations in effect from time to time applicable to PBC and the owners of all other teams in the NBA, cause the Indiana Pacers to play (A) all of the Indiana Pacers' regular season Home Basketball Games in the Fieldhouse (such Home Basketball Games to include at least one-half (½) of the Indiana Pacers' regular season basketball games), (B) all of the Indiana Pacers' playoff series Home Basketball Games in the Fieldhouse (such Home Basketball Games to include at least one-third (1/3) of any best of three (3) series, at least two-fifths (2/5) of any best of five (5) series, at least three-sevenths (3/7) of any best of seven (7) series and at least one-half (½) of any other playoff series basketball games); and (iii) operate, promote and administrate the Indiana Pacers in a manner consistent with the operation, promotion and administration of other professional basketball teams which are franchise members in good standing of the NBA, or any successor or replacement professional basketball league; provided that, with respect to the above, if, in any NBA basketball season or post-season there are an uneven number of home and away basketball games, PBC shall not be deemed to be in violation of this Section 4(b) if the Indiana Pacers play one more away basketball game than Home Basketball Game. Subject to the Early Termination Right, PBC shall not seek to move the venue of Home Basketball Games under Article 8 of the Constitution and By-Laws of the NBA during the Initial Term of this Operating Agreement.

(c) Compliance with NBA Franchise Agreement. PBC shall maintain its NBA franchise in good standing, including payment of all franchise and related fees and material compliance with any and all NBA franchise, codes, rules, regulations, requirements and standards, and compliance with its franchise agreement.

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

(e) Vending and Concessions. PBC shall maintain and operate vending and concession operations at all Home Basketball Games and other Fieldhouse Events in a manner consistent with

other First-Class Arena Facilities. CIB shall be responsible for acquiring and maintaining all liquor licenses necessary or appropriate to operate the Fieldhouse Complex in a manner consistent with the operation of other First-Class Arena Facilities, provided PBC shall have the right to use the same and reimburse CIB for any cost associated with obtaining and renewing such licenses. In the event that the law changes to allow PBC to hold the liquor license for the Fieldhouse Complex in a manner that would provide equal freedom of operation without a material increase in cost of operations or the payment of licensing fees and without a material loss in revenue to PBC, and in the event that the NBA imposes no limitation with respect to the holding of liquor licenses, then PBC shall apply for and, if granted the license, hold the liquor license for the Fieldhouse Complex.

(f) PBC Non-Compete Provision. Neither PBC, any PBC Affiliate, Simons, or any Simon Affiliate or any Simon Family Affiliate shall, during the Term, own, directly or indirectly, an interest in any other NBA team or NBA franchise (or any basketball team or basketball franchise competing in any successor or competing league), with the exception of a WNBA franchise to be located at the Fieldhouse Complex or a minor league or "farm" team of professional basketball players to be located anywhere. However, a natural person who is not one of the Simons or a Simon Family Affiliate, but is otherwise a PBC Affiliate shall not be subject to the restriction in the preceding sentence.

(g) Other Events. PBC's operation of the Fieldhouse Complex shall be consistent with the operation of other First-Class Arenas as the same relates to accommodating the use of the Fieldhouse Complex for playing home games of (i) the Indianapolis Ice hockey organization (the "Ice") or (ii) other professional teams reasonably proposed by CIB; provided that PBC's obligation hereunder shall be conditioned upon (i) PBC, in its business judgment, reaching an agreement with the above-referenced parties regarding such use and occupancy which is economically reasonable given the financial circumstances of PBC at the time, (ii) the home game schedules of such above-referenced teams do not conflict with the Indiana Pacers Home Basketball Games or any home games of any WNBA franchise or minor league or "farm" team of professional basketball players operating from the Fieldhouse Complex, (iii) observance of historical scheduling priorities established at Market Square Arena, such as those events identified in Schedule 4(g), and (iv) observance of the historical scheduling priority of the Ice for its home games.

(h) Loans. In the event PBC obtains a loan or series of loans from the same lender that is secured by all of the PBC Assets or a Substantial Portion of PBC Assets or by so much of the PBC Stock as is necessary to control the election of a majority of the Board of Directors of PBC and control the decision to sell all of the PBC Assets or a Substantial Portion of PBC Assets and such lender has the right to acquire, foreclose on or force the sale of such collateral as one of its remedies in the event of a default thereunder, then PBC shall cause such lender to enter into a tri-party agreement among PBC, CIB and the lender affording CIB the right, but not the obligation, to purchase such loan (or loans) on a non-recourse basis from lender after the successful exercise of such remedy at a price equal to the sum of the outstanding principal balance plus all accrued interest and fees due under such loan (or loans) or judgment thereon.

SECTION 5. FEES PAID BY PBC.

(a) Fieldhouse Fee Paid by PBC. PBC shall pay to CIB, in consideration for the exclusive right, authority, license and privilege to use, possess, occupy and operate the Fieldhouse Complex in the manner provided hereunder, an annual fee of One Dollar (\$1.00), which fees for the entire Initial Term shall be paid by PBC to CIB on the execution date hereof. With respect to any Extension Term(s), the annual fees for the entirety of each respective Extension Term shall be paid by PBC to CIB on the date that PBC exercises its right to extend the Initial Term or any Extension Term, as applicable.

(b) Parking Fee Paid by PBC. During the entire Term, PBC shall pay to CIB, in consideration for the right, authority, license and privilege to use the Reserved Parking Spaces in the manner provided hereunder and in the Parking Agreement, an annual fee of Three Million Four Hundred Fifty Thousand Dollars (\$3,450,000), which fee shall be paid in arrears each year of the Term by PBC to CIB on or before September 1, commencing September 1, 2000; provided that the last such fee for the Term shall be payable on the last day of the Term on a prorated basis and such obligation, if not timely paid, shall survive the expiration or termination of this Agreement. The obligation of PBC to make the payment described in this Section is conditioned upon simultaneous receipt from CIB of the amounts owing to PBC under Section 3 of the Financial Agreement.

SECTION 6. OPERATING REVENUES.

(a) Rights to Revenues. Subject to income and revenue from events described in Section 3(c) hereof, all income, revenue, deposits, undisbursed refunds and any other cash or debits to PBC's accounts derived from PBC's use, occupancy and possession of the Fieldhouse Complex in the manner described in Section 3(a) hereof shall be the sole and exclusive property of PBC. All income and revenues derived from use, occupancy and possession of the Reserved Parking Facilities, including income and revenues derived from the license or sale of naming, signage and advertising rights, shall accrue to the sole benefit of CIB; provided that PBC shall receive all income, revenue, fees and compensation from the direct license of the Reserved Parking Spaces and its share of the Parking Revenue Pool in the manner provided in the Parking Agreement. Prior to CIB entering into any contract or agreement for the license or sale of naming, signage or advertising rights with respect to the Reserved Parking Facilities, CIB will notify PBC and provide PBC with a summary of the material terms of such contract or agreement. PBC shall have ten (10) days to notify CIB in writing of any objections it may have to such contract or agreement and the basis for such objection. If PBC is able to reasonably justify an objection on the basis that such contract or agreement will either (i) violate non-competition provisions in any existing contract of PBC and any Non-Affiliate with respect to advertising, signage or naming rights or the right to provide goods or services on a limited, exclusive, favored or sponsorship basis or (ii) materially reduce income which PBC reasonably expects to derive from PBC's use, occupancy and possession of the Fieldhouse Complex in the manner described in Section 3(a) hereof, then CIB shall either (x) revise such contract or agreement to eliminate such objection or (y) commit to reimburse PBC for all actual demonstrated reduction in revenues. If PBC does not provide CIB with a written objection within such ten (10) day period, such violation or agreement shall be deemed to be unobjectionable. At the request of any party

hereto, all disputes with respect to the subject matter of this Section shall be resolved by the Arbitration Procedure. In the event the Arbitrator renders a decision in favor of CIB, CIB shall indemnify and hold PBC harmless from and against any loss, cost or expense, including reasonable attorneys' fees, arising as a result of claims made against PBC by parties contracting with PBC with respect to naming, signage, and advertising rights at the Fieldhouse Complex claiming rights inconsistent with the decision of the Arbitrator. Notwithstanding anything to the contrary set forth herein, any contract or agreement entered into by PBC with respect to (i) naming, signage and advertising of the Fieldhouse Complex or (ii) the right of others to provide goods or services on a limited, exclusive, favored or sponsorship basis at the Fieldhouse Complex may contain provisions consistent with this Section 6(a) which reasonably limit CIB's and MCCRFA's rights, after the date thereof, to enter into contracts or agreements with respect to naming, signage and advertising of the Reserved Parking Facilities, and CIB and MCCRFA will be bound by such limitations.

(b) Reporting Requirements. On or before July 15 of each year during the Term, PBC shall provide to CIB a written statement with respect to:

(i) the aggregate number of persons employed at the Fieldhouse;

(ii) the aggregate amount of withholding tax allocable to each such employee;

(iii) the aggregate amount of county option income tax allocable to such employee;

(iv) the aggregate sales tax as collected from PBC's operations at the Fieldhouse Complex; and

(v) the aggregate food and beverage taxes collected from PBC's operations at the Fieldhouse Complex, as all of the above are calculated for fiscal years ending on June 30 of each year during the Term.

Additionally, on or before May 15 of each year during the Term, PBC shall provide to CIB written statements with respect to the aggregate amount of admission taxes collected from PBC's operations at the Fieldhouse Complex during the prior fiscal year ending on April 30 of such year of the Term.

SECTION 7. FIELDHOUSE MAINTENANCE.

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

(i) make all repairs and replacements of the Structural, Building Exterior and Roof Components in excess of the threshold amounts set forth in the Building Exterior component of the Structural, Building Exterior and Roof Components definition in the Understanding of Defined Terms;

(ii) make all Major Repairs;

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

(iv) replace all carpeting or similar floor covering in the Fieldhouse Complex every seven (7) years.

Except for item (iv), PBC, rather than CIB, shall be responsible for the foregoing obligations to the extent the need therefore is caused by PBC's failure to perform Normal and Routine Maintenance or any of its other obligations under Section 7(b) hereof on any system or component or part. CIB shall replace an item under (i) or (iii) above if CIB and PBC reasonably determine that it is:

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

If CIB would otherwise be required to replace an item of computer hardware or software due to lack of a manufacturer's support, CIB may, in lieu thereof, pay the cost required by such manufacturer to reinstate support, provided that such hardware or software remains compatible with other hardware or software utilized by PBC. Replacements shall be of a quality and functionality consistent with the original design and intent of the parties and shall be reasonably acceptable to PBC as to design, performance and aesthetics. If, during the last three (3) years of the Initial Term or any Extended Term, PBC has not exercised its right to extend the Term and CIB otherwise would have an obligation to replace an item, CIB shall have the right to repair that item if it is practical to do so, it does not materially impair PBC's operations and CIB reimburses PBC for the extra operating and maintenance costs related to retaining the item. PBC shall maintain detailed records relating to all maintenance and replacement issues which are the subject of this Section 7, and the same shall be made available on one (1) business day's notice to CIB for its review at PBC's offices. CIB shall be responsible for promptly making all physical changes to any portion or component of the Fieldhouse Complex which CIB is obligated to maintain under this Section 7(a) as is necessary or appropriate to cause the Fieldhouse Complex to be in compliance with new Codes respecting the

construction and physical condition of such portion or components of the Fieldhouse Complex that come into existence during the Term, provided that if PBC can comply with such new Codes by altering its operations, it will if it can do so without materially impairing revenues, materially increasing costs or materially hampering operations. CIB's maintenance obligations under this Section 7(a) shall be conditioned upon PBC's delivery to CIB of written notification of the need for any maintenance, repair or replacement, and PBC shall be responsible for all costs and expenses of such maintenance, repair or replacement, to the extent caused by or resulting from, PBC's failure to deliver such notice within five (5) business days from its actual knowledge of the need therefore, except in the case of emergency or urgent situations where persons responsible for the operation of the Fieldhouse Complex for PBC have Actual Knowledge of such situations (including situations whereby all or any portion or component of the Fieldhouse Complex is in a condition which dictates that the Fieldhouse Complex could not be useable for, or there would be a material impairment of, any Fieldhouse Event), in which Event PBC shall be responsible for all costs and expenses of such maintenance, repair or replacement, to the extent caused by, or resulting from, PBC's failure to deliver notice in a timely manner after such personnel had Actual Knowledge of the situation which would permit CIB to respond within a reasonable period of time consistent with the nature of such emergency or urgent situation. CIB shall keep and maintain all items in the Fieldhouse Complex for which it has responsibility under this Section 7(a) in good condition and repair, in a manner consistent with the condition maintained in other First-Class Arena Facilities. CIB shall have no liability to PBC for any inconvenience, annoyance, interruption or injury to PBC's business arising from undertaking, in a reasonable manner, any maintenance, repairs or replacements required or permitted hereunder or required by law; provided that CIB shall (i) undertake such maintenance, repairs and replacements with reasonable diligence and (ii) perform such work at times and in a manner which, to the extent reasonable, under the circumstances, minimizes interference with PBC's use, occupancy and possession of the Fieldhouse Complex and Fieldhouse Events. CIB also shall be responsible to maintain the Reserved Parking Facilities and the Staff Parking Spaces in a good and safe condition consistent with other first class parking facilities in downtown Indianapolis and in compliance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations. With respect to CIB's obligations under this Section 7(a), in the event of any emergency or any urgent situation (including situations whereby all or any portions or components of the Fieldhouse Complex are in a condition which dictate that the Fieldhouse Complex could not be usable for or there would be a material impairment of any Fieldhouse Event), PBC shall notify CIB of such emergency or urgent situation and, if CIB is not able to respond within a reasonable time period consistent with the nature of the situation (and, in all events, within a time period necessary to render the Fieldhouse Complex usable without material impairment for any Fieldhouse Event), then PBC shall have the right to remedy such situation, and CIB will be responsible for the reasonable costs and expenses thereof.

(b) Maintenance Obligations of PBC. During the Term, PBC shall be responsible for, and at its cost shall:

- (i) make all Minor Repairs;
- (ii) undertake all Normal and Routine Maintenance;

(iii) provide adequately trained janitorial, maintenance and support staff and keep the Fieldhouse in a clean, sanitary and sightly condition consistent with other First-Class Arena Facilities; and

(iv) provide security for the Fieldhouse Complex twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

CIB, rather than PBC, shall be responsible for the foregoing obligations to the extent the need therefore is caused by CIB's interference with PBC's operations and ability to undertake its obligations hereunder. PBC shall keep and maintain all items in the Fieldhouse Complex for which it has responsibility under this Section 7(b) in good condition and repair, consistent with the condition maintained in First-Class Arena Facilities. PBC shall be responsible for promptly making all physical changes to any portion or component of the Fieldhouse Complex which PBC is obligated to maintain under this Section 7(b) as is necessary or appropriate to cause the Fieldhouse Complex to be in compliance with new Codes respecting the physical condition of such portion or component of the Fieldhouse Complex that come into existence during the Term.

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

(d) Failure of PBC to Perform Maintenance Obligations. If PBC fails to fulfill any of its obligations under Section 7(b) hereof, CIB shall have the right to notify PBC in writing, which notice shall specifically set forth the manner in which PBC has failed to fulfill such obligations (the "CIB Maintenance Notice"). If PBC does not commence to cure any such failure set forth in the Maintenance Notice on or before fifteen (15) days after PBC's receipt of the CIB Maintenance Notice and diligently pursue such cure until completed, CIB may (but is not obligated to) undertake

Client#: 252

MSA

(Handwritten initials)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/07/02

PRODUCER
Callagher Pipino, Inc.
100 Market Street
P.O. Box 3849
Youngstown, OH 44513

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Melvin Simon & Associates, Inc.
National City Center
115 West Washington St.
Indianapolis, IN 46204

INSURER A: Travelers Indemnity Company
INSURER B: XL Winterthur International
INSURER C: St. Paul Fire & Marine Ins Co
INSURER D: Federal Insurance Company
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TJEXGL260T987ATIL0	01/01/02	01/01/03	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$None PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$15,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS LIABILITY	CU005000602	01/01/02	01/01/03	EACH OCCURRENCE \$50,000,000
C	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$50,000,000
D	DEDUCTIBLE				\$****
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7-1-03 <i>see July</i>	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000. E.L. DISEASE - EA EMPLOYEE \$ 1,000,000. E.L. DISEASE - POLICY LIMIT \$ 1,000,000.
	OTHER	<i>See attached for AON Certif.</i>		1-1-03	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Breakdown of Limit

B - \$10,000,000; C - \$30,000,000; D - \$10,000,000

RE: Pacers Basketball Corporation

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECT TO THE PACERS
(See Attached Descriptions)

(Large handwritten "Yes" in a circle)

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
CAPITAL IMPROVEMENT BOARD, AUGUSTUS P. LEVENGOOD, DIRECTOR OF SPECIAL PROJECTS, 100 S. CAPITAL AVENUE INDIANAPOLIS, IN 46225		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Paula Maxwell</i>

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

ISSUER AON RISK SERVICES, INC. OF INDIANA 201 N. ILLINOIS STREET, SUITE 1400 INDIANAPOLIS, IN 46204		PHONE (A/C, No, Ext): 1-317-237-2451	COMPANY SEE ATTACHED MELVIN SIMON & ASSOCIATES LAYERED PROPERTY PROGRAM WITH CARRIERS AND POLICY NUMBER	
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: INSURED		LOAN NUMBER	POLICY NUMBER SEE ATTACHED	
MELVIN SIMON & ASSOCIATES PACERS BASKETBALL CORPORATION 115 WEST WASHINGTON STREET P.O. BOX 7033 INDIANAPOLIS, IN 47207		EFFECTIVE DATE 03/27/2002	EXPIRATION DATE 01/01/2003	CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED: 03/04/02				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
5780-1 CONSECO FIELDHOUSE
ONE CONSECO COURT
INDIANAPOLIS IN 46204

RECEIVED
APR 23 2002
ACCOUNTING DEPT

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
PROPERTY DAMAGE	\$1,000,000	
RENTAL/BUSINESS INTERRUPTION INSURANCE	\$1,273,388	
FLOOD*	\$100,000,000	
EARTH MOVEMENT*	\$100,000,000	
*PER OCCURRENCE/ANNUAL AGGREGATE		
DEDUCTIBLE - PER OCCURRENCE		\$100,000

ALL RISKS OF PHYSICAL LOSS OR DAMAGE AT REPAIR OR REPLACEMENT VALUATION AS DESCRIBED IN THE POLICIES INCLUDING FLOOD AND EARTH MOVEMENT AND BOILER & MACHINERY.

REMARKS:

AON

Date: 4/22/02
To: Karen F Senhart
From: Karen Roller Acctg.
Message: Per your request.

EACH POLICY PERIOD. SHOULD THE ENTIFIED BELOW 90 DAYS BY THAT WOULD AFFECT THAT LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS
CAPITAL IMPROVEMENT BOARD
C/O MR. BARNEY LEVENGOOD
EXECUTIVE DIRECTOR
INDIANA CONVENTION CENTER AND RCA DOME
100 SOUTH CAPITAL AVENUE
INDIANAPOLIS IN 46225

MORTGAGEE
LOSS PAYEE

ADDITIONAL INSURED

AUTHORIZED REPRESENTATIVE
Rhonda Smith

Corrected per Barney name on

such uncured obligation, in which event, PBC shall be responsible to reimburse CIB for all costs and expenses associated with CIB's undertaking of such obligations, together with interest at an annual rate of eighteen percent (18%). In addition to the above-described cure rights of CIB, if PBC fails to fulfill the same (or substantially similar) obligation under Section 7(b) hereof twice in any two (2) year period, then CIB may notify PBC in writing that it is undertaking such obligation for the remainder of the Term at PBC's expense, together with interest at an annual rate of eighteen percent (18%); provided that, at any subsequent time, CIB may elect to cease undertaking such obligation and require PBC to satisfy the obligation in accordance with Section 7(b) hereof. If CIB undertakes any such PBC obligations, then so long as it uses reasonable care, CIB shall have no liability to PBC for any inconvenience, annoyance, interruption or injury to PBC's business or property resulting from performance of such obligations. All disputes regarding PBC's performance of its obligations under Section 7(b) or the determination of issues relating thereto shall be resolved pursuant to the Arbitration Procedure. In addition to all other rights of CIB in this Section 7(d), CIB shall have the right to specifically enforce PBC's obligations under this Section 7.

(e) Operating Expenses. Subject to CIB's maintenance, repair and replacement obligations under this Section 7, CIB's obligations to pay all real property taxes as described in Section 9 hereof, and CIB's express obligations under the Fieldhouse Complex Documents, PBC shall be responsible during the entire Term for all costs and expenses of every kind and nature related to the use, occupancy, possession and operation of the Fieldhouse Complex.

SECTION 8. INSURANCE OBLIGATIONS.

(a) Insurance Coverages. During the Term, PBC and CIB shall obtain and maintain insurance in accordance with the following provisions:

(i) CIB shall keep the Fieldhouse Complex (including all components of the FF&E Package) and the Reserved Parking Facilities and the improvements related to the Reserved Parking Spaces, insured against loss caused by fire and other perils normally covered by "All Risk" policies of insurance (the "Casualties") for an amount not less than the full replacement cost, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000.00).

(ii) PBC shall keep the Operator's Portion of the FF&E Package and all of the personal property, equipment and trade fixtures located in or attached to the Fieldhouse Complex insured against loss caused by Casualties for an amount not less than the full replacement cost thereof, with a deductible of no greater than Twenty Five Thousand Dollars (\$25,000.00).

(iii) PBC shall procure and maintain a policy of public liability insurance against claims resulting from injury to, or death of, persons, and damage to, or loss of, property, in, on or about the

Fieldhouse Complex or in any way arising out of the maintenance, repair, use, occupancy, possession or operation of the Fieldhouse Complex, unless caused by the uninsurable acts of CIB or any employee of CIB performing work or services to satisfy the obligations of CIB under Section 7(a) hereof. Such insurance policy shall (A) contain contractual liability insurance covering PBC's obligations under this Operating Agreement and related coverages normally found in "Broadened Liability Coverage Endorsement" liability coverage, (B) be in an amount not less than Fifty Million Dollars (\$50,000,000) combined single limit, and (C) contain customary dram shop coverage in an amount not less than Ten Million Dollars (\$10,000,000.00), both of which amounts to be increased every five (5) years by an amount equal to the CPI Percentage Adjustment.

(iv) CIB shall procure and maintain (or cause third parties other than PBC to procure and maintain, in the case of construction, design and alteration) public liability insurance against claims resulting from injury to, or death of, persons, and damage to, or loss of, property, in any way resulting from or arising out of the actions of CIB or its agents, employees, contractors or licensees with respect to (A) the construction, design, alteration, maintenance, repair and replacement of components of the Fieldhouse Complex and (B) the construction, design, alteration, maintenance, repair, use, occupancy, possession or operation of the Reserved Parking Facilities, the improvements related to the Staff Parking Spaces or the bridges, walkways, connectors or other paths of travel between the Fieldhouse Complex and such parking facilities or paths, unless caused by the gross negligence or willful misconduct of PBC or any party acting by, through or under PBC. Such insurance policy shall contain contractual liability insurance covering this Operating Agreement and related coverages normally found in a "Broadened Liability Coverage Endorsement" liability coverage, and shall be in an amount not less than Twenty-Five Million Dollars (\$25,000,000) combined single limit, increased every five (5) years by an amount equal to the CPI Percentage Adjustment.

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

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

(vii) Each party shall furnish to the other, on or before the Commencement Date, certificates issued by insurance companies to the effect that the insurance required of each party hereunder is in full force and effect. If either party fails to procure and maintain such insurance, the other party may (A) procure and maintain the insurance and (B) recover from such failing party the cost thereof, together with interest at an annual rate of eighteen percent (18%).

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

(ix) The insurance policies required under this Section 8 to be maintained by CIB shall designate PBC and any Sponsor identified by PBC to CIB as additional insureds, provided such Sponsor may be added at no cost or the cost is paid by PBC. The insurance policies required under this Section 8 to be maintained by PBC shall designate CIB as an additional insured.

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

(b) PBC Indemnity of CIB. Commencing on the date hereof, PBC agrees to indemnify, defend and hold harmless the CIB Indemnified Parties from and against any and all losses, costs, damages, expenses, actions, causes of action, demands and claims of any nature whatsoever (including, reasonable attorneys' fees) in any way arising out of, or related to (i) PBC's maintenance, repair, use, occupancy, possession and operation of the Fieldhouse Complex and/or the undertaking of Fieldhouse Events, whether performed by PBC or its agents, employees, contractors or licensees] (ii) to the extent arising after October 1, 1983, and prior to the date upon which PBC terminates its use, possession and occupancy of the MSA Complex (defined below), maintenance, repair, use, occupancy, possession and operation of the arena complex commonly known as Market Square Arena, which arena complex includes Market Square Arena, the two (2) multiple story parking

garages spanned by Market Square Arena (the "MSA Garages"), exterior escalators, bridges, walkways, sidewalks, the tunnel between the MSA Garages, the two (2) plazas above the MSA Garages, and, for purposes of pedestrian passage, ingress, and egress, air rights above such plazas (the "MSA Complex"), whether performed by PBC or its agents, employees, contractors or licensees], (iii) any use, occupancy or possession of the Reserved Parking Spaces by PBC, or any party by, through or under PBC, (iv) PBC's failure to fulfill any duty or obligation hereunder or under any of the other Fieldhouse Complex Documents, and (v) PBC's breach of any representations, warranties or covenants contained in this Operating Agreement. However, the obligations of PBC under this section shall be limited to the extent ISC, the Twisters, the Ice or any other similar entity or organization indemnifies CIB Indemnified Parties in a manner similar to the preceding indemnity with respect to any event sponsored or promoted by such entity and names CIB under a liability insurance policy of the type and amount described in Section 8(a)(iii) and otherwise complies with the terms of Section 8(a) as to companies and certificates respecting such liability insurance. Prior to the termination of the Market Square Arena Operating Agreement, to the extent a matter is covered by an indemnity contained in that agreement, the indemnity provisions in that agreement shall control.

(c) CIB Indemnity of PBC. Commencing on the date hereof CIB agrees to indemnify, defend and hold harmless PBC Indemnified Parties from and against any and all losses, costs, damages, expenses, actions, causes of action, demands and claims of any nature whatsoever (including reasonable attorneys' fees) in any way arising out of, or related to, CIB's (i) exercise of their obligations under Section 7(a) hereof, (ii) use, occupancy or possession of the Reserved Parking Spaces and/or the rest of the Reserved Parking Facilities other than from the use, occupancy and possession of the Reserved Parking Spaces by PBC, or any party acting by, through or under PBC, (iii) maintenance, repair, use, occupancy, possession and maintenance of the MSA Complex (to the extent such actions, causes of action, demands or claims arose prior to October 1, 1983, or arise after the date PBC terminates its use, possession and occupancy of the MSA complex), whether performed by CIB or its agents, employees, contractors or licensees], (iv) third-party claims against PBC resulting from construction, design or alteration, of the Fieldhouse Complex by CIB, MCCRFA or their contractors or agents, the Reserved Parking Facilities, the improvements related to the Staff Parking Spaces or the bridges, walkways, connectors or other paths of travel between the Fieldhouse Complex and such parking facilities or paths by persons or entities other than PBC or those contracting with PBC, (v) CIB's failure to fulfill any duty or obligation hereunder or CIB's failure to fulfill any obligation under any of the other Fieldhouse Complex Documents, (vi) or CIB's or MCCRFA's breach of any representations, warranties, or covenants under this Operating Agreement, and (vii) any personal or bodily injury or property damage occurring in connection with or arising during the construction of the Fieldhouse Complex, except for matters caused by the intentional acts of PBC or its agents or employees or their negligent acts to the extent not covered by insurance. Prior to termination of the Market Square Arena Operating Agreement, to the extent a matter is covered by an indemnity contained in that agreement, the indemnity provisions in that agreement shall control.

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SECTION 9. REAL ESTATE TAXES.

Because title to the Fieldhouse Complex, the Reserved Parking Facilities and the fixtures, equipment and other personal property and improvements owned by CIB is and shall remain in CIB, and because of the Municipal Purposes served by the operation of the Fieldhouse, it is expected that there will be no real or personal property taxes imposed with respect to the Fieldhouse Complex, the Reserved Parking Facilities or such fixtures, equipment and other personal property and improvements owned by CIB. If any real or personal property taxes, or special or other assessments, are imposed during the Term against the Fieldhouse Complex or this Operating Agreement, PBC's interest in any of the foregoing or in such fixtures, equipment and other personal property as are used in connection with the Fieldhouse Complex, then CIB shall be responsible for the payment of such taxes, with the exception of the Operator's Portion of the FF&E Package; provided that, notwithstanding the foregoing, during the Term, PBC shall be responsible for the payment of all personal property taxes relating to all other trade fixtures, equipment and personal property located in the Fieldhouse Complex, any improvements to the Fieldhouse Complex made by PBC and the Operator's Portion of the FF&E Package; and, provided further, that PBC shall be responsible for any real estate taxes that may be assessed against the leasehold interests of any of PBC's tenants in the Fieldhouse Complex. In no event shall PBC be responsible for any real estate or personal property taxes assessed against any leasehold interest or other interest relating to the right of PBC or others claiming by or through PBC to occupy a portion of the Fieldhouse or use the Owner's Portion of the FF&E Package.

SECTION 10. EMINENT DOMAIN, DAMAGE AND DESTRUCTION.

(a) Eminent Domain.

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

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

(iii) If the Fieldhouse Complex Documents are not terminated as a result of an act of eminent domain, then PBC shall

use any proceeds received from the condemnation, to restore promptly the Fieldhouse Complex as nearly as possible to the condition existing immediately prior to such taking (in accordance with the same procedures as are applicable with respect to the construction of the Fieldhouse Complex under the Project Agreement), and this Operating Agreement shall continue in full force and effect and shall not be terminated by reason of such taking. However, if the proceeds are insufficient and CIB, in its discretion, does not elect to provide the balance of such funds as are necessary, then this Operating Agreement and the other Fieldhouse Complex Documents shall terminate as of the date of such determination by PBC and PBC shall not be obligated to pay any Termination Fee or other cost, fee, premium or penalty and any remaining Aggregate Advance Amount shall be forgiven.

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

(b) Destruction or Damage. If the Fieldhouse Complex, or any portion thereof, is destroyed or damaged by fire, casualty or such other cause, and the repair or replacement necessitated by such destruction or damage exceeds the scope of the obligations of PBC under Section 7 hereof to perform repair and replacement, then CIB, as soon as reasonably is possible, shall rebuild, repair and restore the Fieldhouse Complex as nearly as possible to the condition which existed immediately prior to such destruction or damage, and, so long as CIB makes available to PBC (i) the RCA Dome for its Home Basketball Games, including the right to use of club seats (if any), suites, parking in amount and proximity comparable to that available for the Fieldhouse Complex, and the right to receive all revenues for advertising, signage and concessions, or (ii) some other location acceptable to PBC on terms acceptable to PBC, then this Operating Agreement shall remain in full force and effect, otherwise it and the other Fieldhouse Complex Documents shall terminate and PBC shall not be obligated to pay any Termination Fee or other cost, fee, premium or penalty and any remaining Aggregate Advance Amount shall be forgiven. Notwithstanding the foregoing, if, (i) for any reason, it takes CIB (or is reasonably projected in writing by the Market Professional(s) to take CIB) longer than one (1) year from the date of the destruction or damage to repair or restore the Fieldhouse Complex, then either PBC or CIB shall have the right to terminate this Operating Agreement by delivering written notice to the other party within thirty (30) days after PBC and CIB are notified in writing by the Market Professional(s) of its decision, or (ii) during the last ten (10) years of the Initial Term, the Market Professional(s) reasonably determine that (A) it would take CIB longer than six (6) months from the date of such destruction or damage to repair or restore the Fieldhouse Complex, and (B) even after such repair and restoration, PBC's operation of the repaired and restored Fieldhouse Complex likely would trigger PBC's rights under Section 4 of the Financial Agreement, then PBC shall have the right to terminate this Operating Agreement and the other Fieldhouse Complex Documents by delivering written notice to CIB within thirty (30) days

after the Market Professional(s)' determination. In the event of a termination of the Fieldhouse Complex Documents under the terms of the preceding sentence, PBC shall not be obligated to pay the Termination Fee or any other cost, fee, premium or penalty and any remaining Aggregate Advance Amount shall be forgiven. In no event shall CIB be responsible to repair, restore or replace any damage to or destruction of PBC's trade fixtures, personal property or equipment. In all events, PBC shall remain responsible to perform any repairs and replacements necessitated by damage or destruction, if the repair or replacement is within the scope of the obligations of PBC under Section 7 hereof to perform repair and replacement. To the extent that PBC is required to repair or replace all or any portion of the Fieldhouse Complex in accordance with this Section 10, (i) PBC shall have access to casualty insurance proceeds necessary to meet such obligations, and (ii) CIB shall be obligated to reimburse PBC in the amount of any deductible related to such insurance coverage.

SECTION 11. SALE OF PBC.

(a) Statement of Intent. The Simons, owners of substantially all of the outstanding shares of the PBC Stock, may desire to sell or transfer the PBC Stock or to cause PBC to sell or transfer all or substantially all of the assets of PBC (including all of PBC's rights in and to its NBA franchise agreement, the Indiana Pacers' name and logo, all Indiana Pacers' coach and player contracts, all broadcasting contracts, all revenue sharing or generating agreements of any nature, and all equipment, trade fixtures, and other personalty used in connection with the operation of the Indiana Pacers and PBC's business), whether or not located in or attached to the Fieldhouse Complex (the "PBC Assets"). In the event of such a transaction, it is the desire of CIB that CIB, or some person(s) or party acceptable to CIB, have the opportunity to acquire the PBC Stock or the PBC Assets under certain circumstances, as expressly set forth in this Section 11. CIB, PBC and the Simons acknowledge and agree that this Operating Agreement and Sections 4 and 5 of the Financial Agreement shall control any such transaction and the distribution of the resulting proceeds.

(b) Stock Statement. PBC shall place the following legend on each certificate of PBC Stock other than Bird Stock (as later defined):

"The shares represented by this certificate are subject to the terms and conditions of Section 11 of the Conseco Fieldhouse Operating Agreement by and between the Marion County Convention and Recreational Facilities Authority and Pacers Basketball Corporation, and Melvin and Herbert Simon, dated as of November 1, 1999, and Sections 4 and 5 of the Conseco Fieldhouse Financial Agreement by and between the Marion County Convention and Recreation Facilities Authority and Pacers Basketball Corporation and Melvin and Herbert Simon, dated as of November 1, 1999; copies of such agreements are on file at the office of Pacers Basketball Corporation."

(c) Excepted Dispositions. A public or private sale of any PBC Stock, including, without limitation, in connection with the additional issuance of one or more classes of PBC Stock, shall not be considered to be a disposition of PBC Stock for the purposes of Section 11(e) hereof or Sections 4

and 5 of the Financial Agreement if after any such sale of PBC Stock, the Simons and the Simon Family Affiliates continue to own such PBC Stock as is necessary to control the election of a majority of the board of directors of PBC and control the decision to sell all of the PBC Assets or a Substantial Portion of PBC Assets. CIB acknowledges that from time to time the Simons may desire to transfer the PBC Stock to Simon Family Affiliates. For that reason, a transfer of PBC Stock by the Simons to any Simon Family Affiliate shall not be considered a disposition of PBC Stock for the purposes of Section 11(e) hereof or sections 4 and 5 of the Financial Agreement; provided that (i) the shares so transferred shall continue to be subject to the terms of this Operating Agreement, including the provisions of this Section 11 and (ii) after any such disposition, the Simons and Simon Family Affiliates continue to own such PBC Stock as is necessary to control the election of a majority of the board of directors of PBC and control the decision to sell all of the PBC Assets or a Substantial Portion of PBC Assets. Additionally, the Simons may transfer or cause PBC to issue PBC Stock to employees of PBC (other than any of the Simons or Larry Bird, which matters are covered elsewhere in this Agreement) pursuant to the terms of an employment agreement between PBC and such employee ("Employee Stock") so long as (i) such shares are subject to the terms of this Operating Agreement, including the provisions of this Section 11, (ii) no single transfer exceeds five percent (5%) of the aggregate outstanding shares of PBC Stock, (iii) immediately after such transfer, such shareholder (together with all shareholders of PBC Stock related to (by lineage, marriage or otherwise) or controlled by such shareholder) owns no more than twenty percent (20%) of the aggregate outstanding shares of PBC Stock, and (iv) immediately after any such disposition, the Simons and the Simon Family Affiliates continue to own such PBC Stock as is necessary to control the election of a majority of the Board of Directors of PBC and control the decision to sell all of the PBC Assets or a Substantial Portion of PBC Assets. The transfer or issuance to Larry Bird ("Bird") of PBC Stock ("Bird Stock") pursuant to his contract with PBC in existence at the Commencement Date ("Bird Contract"), which transfers, in the aggregate, must meet the limitations of (ii), (iii) and (iv) of the preceding sentence, shall not otherwise be subject to the limitations of Section 11 of this Agreement or Sections 4 and 5 of the Financial Agreement. Neither PBC nor the Simons shall permit any shareholders to execute covenants or agreements which contravene the percentage limitations set forth herein.

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

(i) subject to the terms and conditions of Section 11(e) hereof, a sale of all of the PBC Assets or a Substantial Portion of PBC Assets, including a sale of all of the following assets: PBC's NBA franchise; the Indiana Pacers' name and logo; all Indiana Pacers' coach and player contracts; all broadcasting contracts; all revenue sharing or generating agreements of any nature; and substantially all of the equipment, trade fixtures and other personalty used in connection with the operation of the Indiana Pacers (whether or not located in, or attached to, the Fieldhouse Complex);

(ii) free of the terms and conditions of Section 11(e) hereof, any other sale of PBC's Assets, so long as:

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

(B) after any such sale of PBC Assets, PBC remains legally capable and financially able to satisfy all of its obligations under this Operating Agreement, including its obligations under Section 4 hereof; and

(C) PBC does not sell or transfer the Indiana Pacers' NBA franchise;

(iii) free of the terms and conditions of Section 11(e) hereof, any sale or transfer of any PBC Asset which is outmoded, inefficient, has outlived its useful life or is obsolete with respect to PBC's business or the operation of the Fieldhouse Complex; or

(iv) free of the terms and conditions of Section 11(e) hereof, any transactions involving player contracts or player trades.

Any purchaser of all of the PBC Assets or of a Substantial Portion of PBC Assets shall be required by PBC under the respective purchase and sale documents, to assume all of PBC's duties and obligations under the Fieldhouse Complex Documents, and upon the execution of such assumption document acceptable in form and substance to CIB, CIB will release PBC from its duties and obligations under the Fieldhouse Complex Documents.

(e) Right of First Refusal. If the Simons, with respect to a sale of the PBC Stock not excepted from this Section under the terms of Section 11(c), or PBC, with respect to a sale of all of the PBC Assets or a Substantial Portion of PBC Assets, shall enter into meaningful negotiations with a third party in that respect, then the Simons or PBC, as applicable, shall deliver to CIB, Bird and the holder of any Employee Stock written notice advising CIB that such negotiations have commenced and identifying the party with whom PBC is negotiating. If either of the Simons or PBC, as applicable, has notified CIB of meaningful negotiations and is prepared to accept an offer (the "Acceptable Offer") to sell PBC Stock or all the PBC Assets or the Substantial Portion of PBC Assets for sale to an identified third party, then the Simons or PBC, as applicable, shall deliver to CIB, Bird and the holder of any Employee Stock written notice of the Acceptable Offer and shall provide to CIB, Bird and the holder of any Employee Stock a copy of the Acceptable Offer. CIB

shall have the right to notify the Simons or PBC in writing (with a copy to Bird and the holders of Employee Stock) that it will acquire the PBC Stock or the PBC Assets which are proposed to be sold pursuant to the Acceptable Offer for the Economic Value and otherwise on the terms and conditions set forth in the Acceptable Offer (the "Right of First Refusal"); provided that CIB must exercise such right within the longer of: (a) forty-five (45) days after CIB receives a copy of the Acceptable Offer; or (b) one hundred five (105) days after CIB receives notice that meaningful negotiations have commenced. If CIB timely exercises its right in writing, CIB and PBC promptly (but in any event within forty-five (45) days) shall enter into a purchase agreement memorializing such terms and conditions of the Acceptable Offer (the "Purchase Agreement"). If the CIB exercises its right to acquire the PBC Stock or PBC Assets in the preceding sentence, CIB may also simultaneously notify the holders of any Employee Stock (but not Bird with respect to the Bird Stock) that it will acquire the Employee Stock on the same terms as the Acceptable Offer, in which event the holders of the Employee Stock shall sell their Employee Stock to CIB on the same terms as the Purchase Agreement and CIB and the holders of Employee Stock shall enter into an agreement to that effect and consistent with the other relevant terms of this Section 11(e). If CIB exercises its right of first refusal provided in this Section 11(e) to acquire PBC Stock under the terms of an Acceptable Offer, Bird and/or any holder of Employee Stock, upon written demand to CIB, may require CIB to acquire all of the Bird Stock or Employee Stock, as the case may be, from the person making such demand on the same terms and conditions and for the same Economic Value (based upon the same per-share valuation) as set forth in the Acceptable Offer, and upon written demand from Bird and/or any such person holding Employee Stock, CIB shall enter into a purchase agreement with such person(s) memorializing such terms and conditions of CIB's purchase of the particular shares of the Bird Stock or the Employee Stock from such person(s) on terms consistent with the relevant terms of this Section 11(e). Upon the written exercise of its Right of First Refusal, CIB shall deposit with PBC, Bird or the holders of Employee Stock, as the case may be, an amount equal to ten percent (10%) of the Economic Value (the "Earnest Money Payment") of the PBC Shares or the PBC Assets being purchased, and CIB, PBC, Bird or the holders of Employee Stock, as the case may be, irrevocably shall be committed to close the sale in accordance with the terms and conditions of the Purchase Agreement and procedures of the NBA or the successor league. After exercising its Right of First Refusal, CIB shall have the right to designate a nominee to complete the acquisition of PBC Stock and/or all or the PBC Assets subject to such sale; provided that (a) such nominee commits to cause the Indiana Pacers to continue to play all of its regular season and playoff Home Basketball Games in the Fieldhouse Complex for the remainder of the Term; (b) CIB shall remain liable to fulfill all obligations set forth in the Purchase Agreement and any other purchase agreements, and (c) such nominee is acceptable to the NBA. If approval of the acquisition of PBC Stock or the PBC Assets by CIB (or its nominee) is required by the NBA or any successor league, then the Simons, PBC and CIB (or its nominee) shall submit a request for such approval in a timely manner, and the Simons and PBC agree to use their best efforts to assist CIB (or its nominee) in securing such approval. The closing of the sale of PBC Stock or the PBC Assets to CIB (or its nominee) shall take place within sixty (60) days after approval by the NBA or by any successor league (or such earlier date as agreed upon by the parties). If approval of the acquisition of PBC Stock or all or substantially all of the PBC Assets by CIB, or its nominee, is not required by the NBA or by any successor league, then the closing shall take place within ninety (90) days after receipt by the Simons and PBC of CIB's notice of its intention to exercise its Right of First Refusal. If NBA approval is required and the NBA does

not approve the acquisition by CIB (or its nominee) of PBC Stock or the PBC Assets, PBC, Bird or the holders of Employee Stock, as the case may be, promptly shall return the entire Earnest Money Payment to CIB and PBC shall be entitled to consummate the sale pursuant to the terms of the Acceptable Offer. If (a) PBC is undertaking any sale or transfer which triggers CIB's Right of First Refusal but is not being undertaken by PBC in accordance with its rights under Section 4 of the Financial Agreement (in which event Section 4 of the Financial Agreement shall control), and (b) CIB chooses not to exercise its Right of First Refusal, then CIB's Right of First Refusal and its other rights under this Section 11(e) shall terminate and be of no further force or effect.

(f) No Encumbrances. PBC shall not encumber or pledge as security the Indiana Pacers' NBA franchise, the Indiana Pacers' name or logo or any Indiana Pacers' coach or player contracts in any manner that would limit, reduce, diminish or defeat the rights of CIB under Section 11(e); provided, however, nothing contained in this Section 11 (g) shall be deemed to prohibit PBC from granting a mortgage or any security interest in any PBC Assets, so long as PBC provides CIB with prior written notice of its intent to grant any such security interest and such security interest is granted pursuant to documents approved in advance by CIB for the sole purpose of insuring that its rights and remedies under this Agreement (including, without limitation, its rights under this Section 11) are not impaired, which approval shall not be unreasonably withheld or delayed and provided that if CIB does not deny approval within forty-five (45) days after the receipt of such documents, CIB shall be deemed to have approved such documents.

SECTION 12. ALTERATIONS AND INSPECTIONS.

(a) Fieldhouse Alterations. PBC shall not have the right to make material additions, improvements, changes and alterations to the Fieldhouse Complex, without the prior written consent of CIB, which consent shall not be unreasonably withheld. CIB shall have thirty (30) days after receipt of PBC's written request for approval of additions, improvements, changes and alterations, together with plans and specifications therefore, to approve or deny PBC's request. If CIB fails to respond to PBC's request within such thirty (30) day period, PBC's request shall be deemed approved by CIB. For the purposes of this Section 12, additions, improvements and alterations to the Fieldhouse Complex shall be deemed material to the extent that any such addition, improvement or alteration (i) will cost, in the aggregate, an amount greater than, or equal to Approved Alteration Amount, (ii) will affect the structural elements or alter the exterior appearance of the Fieldhouse Complex, (iii) will materially adversely affect the usability of the Fieldhouse Complex for Fieldhouse Events other than Indiana Pacer games, (iv) will materially increase or expand CIB's maintenance obligations as set forth in Section 7(a) hereof or the cost or difficulty of satisfying such obligation, or (v) is reasonably projected to materially adversely affect Net Cash Flow or Operating Cash Flow. With respect to any addition, improvement, change or alteration to the Fieldhouse Complex which is permitted in accordance with this Section 12, CIB shall cooperate with PBC in a reasonable manner (at no cost or expense to CIB) in applying for and obtaining required permits, approvals and covenants. PBC shall (i) indemnify CIB and the CIB Indemnified Parties from and against all actions, causes of action, demands and claims of any nature whatsoever (including reasonable attorneys' fees) for injury to, or death of, persons, or damage to, or loss of, property in any way arising out of any additions, improvements, changes or alterations to the Fieldhouse

Complex undertaken by PBC or by a person or entity under contract with PBC, and (ii) complete all such additions, improvements, changes or alterations in a good, safe and workmanlike manner, and in compliance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations. PBC shall be responsible for obtaining any and all permits, consents and approvals required prior to commencing any such work on additions, improvements, changes or alterations, and all contracts with contractors or subcontractors shall, to the extent permitted by Law, be "no lien" contracts as contemplated in Indiana Code Section 32-8-3-1, recorded on or before five (5) days after execution thereof. Additionally, all contracts for additions, improvements and alterations to the Fieldhouse Complex shall comply with all applicable laws. All work relating to such material additions, improvements or alterations shall be undertaken and completed in accordance with approved plans and specifications. Reasonably promptly after the completion of the alteration, PBC shall provide as-built drawings to CIB showing the alterations.

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

SECTION 13. EVENTS OF DEFAULT.

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

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

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

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

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

(60) days after being made; or the making by PBC of a general assignment for the benefit of creditors;

(iv) An Event of Default by PBC under any of the other Fieldhouse Complex Documents and the expiration of any applicable cure periods.

(b) Remedies of CIB. Upon an Event of Default by PBC: (i) of the nature described in clauses (13)(a)(i), (ii) or (iv) above, CIB shall have the right, without any further notice or demand whatsoever, to terminate and cancel this Operating Agreement (in which event all of the Fieldhouse Complex Documents shall terminate, with the exception of any remedies which are applicable as a result of the event causing such termination); or (ii) of the nature described in clauses (13)(a)(i), (ii) or (iv) above, CIB shall have the right, without any further notice or demand (A) to perform such acts as are necessary to cure such Event of Default by PBC and to recover the reasonable cost of so doing, and/or (B) specifically enforce any of CIB's rights or PBC's obligations hereunder. The rights and remedies set forth in this Section, together with CIB's rights and remedies as set forth in the other Fieldhouse Complex Documents, shall be the sole remedies of CIB for any PBC Event of Default hereunder. PBC shall be responsible to CIB for all costs and expenses incurred by CIB in enforcing its rights or PBC's obligations hereunder, including all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

(c) Events of Default by CIB. Each of the following shall be an "Event of Default by CIB" hereunder if:

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

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

(iii) CIB or CIB files a voluntary petition in bankruptcy; any involuntary petition is filed in bankruptcy, and the petition is not dismissed within sixty (60) days after the filing; any adjudication is made that CIB or CIB is a bankrupt; CIB or CIB requests or consents to the appointment of a receiver or trustee for the business of CIB or the CIB Assets or the business or assets of CIB, as the case may be; a receiver or trustee for the business of CIB or CIB or the CIB Assets or assets of CIB is appointed and the appointment is not set aside

within sixty (60) days after being made; or the making by CIB of a general assignment for the benefit of creditors;

(iv) An event of default by CIB under any of the other Fieldhouse Complex Documents and the expiration of any applicable cure periods.

(d) Remedies of PBC. Upon an Event of Default by CIB above, PBC shall have the right to offset the amount which CIB fails to pay against the sums due from PBC to CIB, from time to time, under this Operating Agreement. Upon an Event of Default by CIB under clauses (c)(i), (ii) or (iv) above, PBC shall also have the right, without any further notice or demand whatsoever, to (i) perform such acts as are necessary to cure the Event of Default by CIB, (ii) to recover the reasonable costs of so curing, and (iii) specifically enforce any of PBC's rights or CIB's obligations hereunder. The rights and remedies set forth in this Section, together with PBC's rights and remedies as set forth in the other Fieldhouse Complex Documents, shall be the sole remedies of PBC for any CIB Event of Default hereunder. CIB shall be responsible to PBC for all costs and expenses incurred by PBC in enforcing its rights or CIB's obligations hereunder, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

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

(a) Covenant of Quiet Enjoyment. CIB and MCCRFA represent, warrant and covenant that (i) MCCRFA is currently and will, at the date of Substantial Completion of the Fieldhouse Complex, be the fee simple owner of the Real Estate upon which the Fieldhouse Complex is constructed, (ii) CIB will have the right to possession of the Real Estate pursuant to a lease for a term of not less than the Term ("MCCRFA Lease"), (iii) such real property is free of all liens and encumbrances, (iv) CIB will own or have the right to possession of all of Owner's Portion of the FF&E Package free and clear of all liens and encumbrances and (v) for the Term of this Operating Agreement, PBC shall have the quiet and peaceable exclusive right, authority, license and privilege, for and during the Term, to possess, occupy and operate the Fieldhouse Complex as provided hereunder, without interruption by any party claiming under, by or through MCCRFA or CIB. If there is a material breach of any of the foregoing covenants that cannot be cured within the earlier of (i) thirty (30) days after written notice to CIB or (ii) the date occupancy by PBC is materially affected, then PBC, at its option, may terminate this Operating Agreement and the other Fieldhouse Complex Documents without payment of the Termination Fee or any other cost, fee, premium or penalty and shall have forgiven any remaining Aggregate Advance Amount.

(b) Title to Property. Title to the Fieldhouse Complex, including all fixtures, equipment and other personal property or improvements located therein or attached thereto, from time to time, by, at the request of, or as a result of a contract with, CIB or MCCRFA shall be and remain in MCCRFA and leased to CIB under the MCCRFA Lease, including all fixtures, equipment and other personal property or improvements located therein or attached thereto in the satisfaction by CIB of

its obligations under the Fieldhouse Complex Documents. Title to trade fixtures, equipment and other personal property heretofore or hereafter placed in, or attached to, the Fieldhouse Complex by PBC's tenants, licensees or concessionaires shall be controlled by PBC's agreement with any such licensee or concessionaire. Such tenants, licensees and concessionaires of PBC shall be permitted to remove their respective fixtures, equipment and other personal property in accordance with their respective agreements with PBC; provided that PBC shall be responsible for all damage and/or injury caused by such removal. Title to trade fixtures, equipment and other personal property heretofore or hereafter placed in, or attached to, the Fieldhouse Complex by PBC or its tenants, licensees, or concessionaires shall not rest in CIB or MCCRFA and may be removed at any time during the Term by PBC, with any resulting damage being PBC's sole obligation; provided that, subject to agreements between PBC and its tenants, licensees and concessionaires, title to any fixture, trade fixture or equipment placed in, or attached to, the Fieldhouse Complex by PBC, which is integral or otherwise necessary with respect to the operation of the Fieldhouse Complex and the successful undertaking of Fieldhouse Events shall vest in MCCRFA subject to the MCCRFA Lease with CIB upon the expiration or earlier termination of this Agreement, and, though title to such fixtures, trade fixtures and equipment shall be vested in PBC during the Term, PBC shall have no right during the Term to remove such fixtures, trade fixtures and equipment from the Fieldhouse Complex without the prior written consent of CIB. If PBC does not so remove any trade fixtures, equipment and other personal property or improvements owned by it prior to the date that is ninety (90) days after the expiration or earlier termination of the Term, then CIB, upon termination of this Operating Agreement may, at its option, (i) treat any such item as having been abandoned, in which event it shall become the property of MCCRFA subject to the MCCRFA Lease with CIB to be retained or disposed of at CIB's cost in such manner as CIB may deem appropriate or (ii) require PBC to remove any such item.

(c) Disposal of Property. PBC, in its reasonable business judgment and in compliance with all applicable laws, codes, statutes, rules and regulations, may sell or dispose of any portion of the Owner's portion of FF&E Package or other fixtures, equipment and other personal property or improvements belonging to CIB and used in connection with the operation of the Fieldhouse Complex, that is outmoded, inefficient, has outlived its useful life or is obsolete with respect to the operation of the Fieldhouse Complex, provided that in the case of any item that has material value and can be sold or traded, the proceeds resulting from such sale or trade are used to acquire additional items in the name of CIB for the operation of the Fieldhouse Complex and that in the case of any item that has no material value or cannot be readily traded or sold, such item may be disposed of as deemed appropriate by PBC, including but not limited to donation to a not-for-profit organization. PBC shall not sell or dispose of any item owned by CIB to PBC, a PBC Affiliate, the Simons, a Simon Affiliate or a Simon Family Affiliate in a transaction that yields below a Prevailing Rate Payment. PBC and CIB shall adhere to the following procedure, pursuant to which CIB shall have the right to monitor, tag and trace all aspects of the Owner's Portion of the FF&E Package, and other fixtures, equipment and personal property at the Fieldhouse belonging to CIB:

1. CIB shall have access to the Fieldhouse Complex for the purposes of marking and/or tagging all aspects of the Owner's Portion of the FF&E Package, which access shall be provided between 9:00 a.m. to 5:00 p.m., Monday

through Friday upon the request of the CIB, provided such process will be performed with PBC personnel and at a time and in a manner so as not materially to interfere with the operation of the Fieldhouse.

2. CIB shall have the right to conduct an annual audit of the Fieldhouse Complex, using CIB employees or other agents reasonably acceptable to PBC in order to confirm that all aspects of the Owner's Portion of the FF&E Package are located within the Fieldhouse Complex, which audit shall be at a mutually agreed upon time and with PBC personal.
3. If, as a result of the annual audit of the Fieldhouse Complex, it is determined that certain aspects of the Owner's Portion of the FF&E Package are not located within the Fieldhouse Complex and such items or aspects were not disposed of by PBC in the manner provided in this Subparagraph C, then PBC promptly shall replace such missing or unlocatable items upon the written direction of the CIB, which replacement shall be at the expense of PBC to the extent not covered by the insurance required to be carried by the CIB under Section 8(a)(i) and PBC shall be responsible for any deductible.
4. Any dispute relating to this procedure, the results of the audit or the responsibility for the replacement of any item shall be subject to the Arbitration Procedure.

(d) Non-Disturbance From MCCRFA. MCCRFA agrees that upon any default under the MCCRFA Lease that results in a termination of the MCCRFA Lease or possession by MCCRFA of the Fieldhouse Complex, PBC shall be entitled, at its election, (i) to terminate this Operating Agreement and the other Fieldhouse Complex Documents without payment of the Termination Fee or any other cost, fee, premium or penalty and have forgiven the remaining Aggregate Advance Amount or (ii) not be disturbed with respect to its rights hereunder so long as no Event of Default exists on the part of PBC. In the event PBC elects non-disturbance, MCCRFA shall attorn to PBC and agree to be bound by all of the terms of this Operating Agreement and the other Fieldhouse Complex Documents.

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

SECTION 15. AUTHORIZATION AND EXECUTION BY CIB AND MCCRFA.

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

SECTION 16. AUTHORIZATION AND EXECUTION BY PBC.

PBC represents and warrants that: (a) it has been duly organized, and is validly existing and in good standing, under the laws of the State of Indiana; (b) it has performed and complied with all applicable laws, ordinances, rules and regulations, compliance as are necessary or requisite to PBC's entering into of this Operating Agreement; (c) PBC has the full power and authority to enter into and perform this Operating Agreement; and (d) this Operating Agreement is the valid and binding obligation of PBC.

SECTION 17. ENVIRONMENTAL MATTERS.

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

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

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

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

(iv) Neither the Real Estate nor the Fieldhouse Complex is "property" within the meaning set forth in the Indiana Responsible Property Transfer Law, I.C. 13-25-3-1 et seq.

SECTION 18. NOTICES.

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

PBC: Pacers Basketball Corporation
300 East Main Street
Indianapolis, IN 46204
Attention: President

With a copy to: Melvin Simon & Associates, Inc.
15th Floor, National City Plaza
115 W. Washington Street
Indianapolis, IN 46204
Attention: Herbert Simon
Stephen H. Simon
Randolph L. Foxworthy

With a copy to: Phillip L. Bayt, Esq.
Ice Miller Donadio & Ryan
One American Square
Box 82001
Indianapolis, Indiana 46282-0002

CIB: Mr. John P. Klipsch
Director of Special Projects
Indiana Convention Center and RCA Dome
100 S. Capitol Avenue
Indianapolis, Indiana 46225

With a copy to: Mr. Augustus Levensgood
Executive Director
Indiana Convention Center and RCA Dome
100 S. Capitol Avenue
Indianapolis, Indiana 46225

With a copy to: Mary Solada, Esq.
Bingham Summers Welsh & Spilman
10 W. Market Street, Suite 2700
Indianapolis, Indiana 46204

With a copy to: Mark Wright, Esq.
Baker & Daniels
300 North Meridian Street, Suite 2700
Indianapolis, Indiana 46204

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

SECTION 19. PBC EXCULPATION.

Subject to the provisions of Section 11 hereof and the obligations of directors and shareholders thereunder, but otherwise notwithstanding anything in this Operating Agreement to the contrary, CIB agrees that, no officer, employee, director or shareholder in or of PBC, or of any successor or assign of PBC, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against PBC, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 19 shall relieve any person or entity for liability or damages from fraud.

SECTION 20. CIB AND MCCRFA EXCULPATION.

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

SECTION 21. COOPERATION.

CIB and MCCRFA and PBC recognize that it is in the best interests of each of them, and of the citizens of Indianapolis and of Marion County, Indiana, to strive to maximize the number of events conducted at, and the amount of revenues realized from, the Fieldhouse Complex. CIB, in addition to leasing the Fieldhouse Complex, leases and operates the Indiana Convention Center and

the RCA Dome (the "ICC Complex"), consisting of facilities that could be used for many of the events that have been, or could be conducted in the Fieldhouse Complex. While CIB and PBC each acknowledge that certain events that could be conducted in either facility may be better suited to one facility or the other for a variety of reasons, CIB recognizes that substantial economic detriment could accrue to the Fieldhouse Complex and PBC if CIB sought to attract to the ICC Complex events that could be staged at the Fieldhouse Complex with as favorable an effect on the community. As a material inducement to PBC to enter into this Operating Agreement, CIB agrees that: (a) it will not attempt to induce any event to be booked into the ICC Complex instead of into the Fieldhouse Complex by providing reduced rates or rents; and (b) it will conduct the operation of the ICC Complex in such a fashion as is reasonably possible, to contribute to the success of both the Fieldhouse Complex and the ICC Complex. This agreement by CIB shall not be construed to mean that CIB will not make the ICC Complex available for events at the request of the promoter of the event according to its normal procedures for events in the facility, but rather only that it will not modify its customary procedures in a way that is economically beneficial to the promoter to cause the event to be staged in the ICC Complex rather than in the Fieldhouse Complex. CIB and PBC shall meet regularly to discuss the promotion activities of each facility and prospective events for each facility. All efforts shall be made to determine in good faith the proper venue for each prospective event and to develop cooperative advertising and solicitation with a view to maximizing the events to be held in the Fieldhouse Complex.

SECTION 22. SUCCESSORS AND ASSIGNS.

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

SECTION 23. TIME IS OF THE ESSENCE.

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

SECTION 24. COOPERATION BETWEEN PARTIES.

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

SECTION 25. BINDING EFFECT.

Subject to the terms and provisions of Section 4 thereof, this Agreement shall inure to the benefit of, and shall be binding upon, CIB, PBC and their respective successors and assigns.

SECTION 26. ENTIRE AGREEMENT.

This Agreement supersedes all prior correspondence, negotiations and agreements and constitutes the entire agreement between the parties with respect to the subject matter hereof.

SECTION 27. JOINDER OF THE SIMONS.

Melvin Simon and Herbert Simon join herein for the sole purpose of agreeing to the provisions affecting them contained in Section 11 and shall have no liabilities, responsibilities or obligations hereunder, except for those specifically set forth in Section 11 hereof.

SECTION 28. JOINDER OF MCCRFA.

MCCRFA joins in this Operating Agreement in order to be bound by all of its indemnities, expressly stated obligations, representations, warranties and covenants herein and in order to be bound by and guaranty the terms of all of the expressly stated obligations, indemnities, representations, warranties and covenants of CIB hereunder.

SECTION 29. TERMINATION.

The parties agree that the indemnities and other material obligations of CIB are a fundamental part of the consideration to induce PBC to enter into the Fieldhouse Complex Documents. If (a) CIB fails or refuses to honor any indemnity benefitting PBC hereunder or under the other Fieldhouse Complex Documents and such indemnity is found by a court of competent jurisdiction to be unenforceable against CIB, or (b) CIB or MCCRFA fail or refuse to fulfill (or cause to be fulfilled) any material obligation or breach any material representation of CIB or MCCRFA under any of the Fieldhouse Complex Documents and any such obligation or breach of representation is found by a court of competent jurisdiction to be unenforceable against CIB or MCCRFA, PBC, at its option, may, upon written notice to CIB, terminate this Operating Agreement and the other Fieldhouse Complex Documents without the payment of a Termination Fee or any other cost, fee, premium or penalty and have forgiven the remainder of the Aggregate Advance Amount.

SECTION 30. FORCE MAJEURE. The obligations of each of the parties hereto is subject to Force Majeure.

SECTION 31. CONSTRUCTION MATTERS.

(a) CIB Obligations. CIB represents and warrants to PBC that CIB has caused third party contractors and consultants to design and substantially construct the Fieldhouse Complex, the Reserved Parking Facilities and the Affiliated Projects ("Scope of Work") in compliance with the CIB Construction Plans and, otherwise, in accordance with all Codes as the same are in effect as of the date of the Commencement Date and with the NBA Standards as of the date of written approval

by the NBA per the NBA Letter. Without limiting the foregoing, CIB represents, warrants and covenants to PBC that CIB:

(i) secured all necessary financing for the design and construction of the Scope of Work without the placement of any lien against the items included in the Scope of Work;

(ii) engaged and supervised such qualified professionals as are necessary to fulfill CIB's obligations;

(iii) obtained all necessary permits and governmental approvals;

(iv) obtained and maintained builder's risk and other appropriate insurance as mutually agreed between CIB and PBC during construction of the items included in the Scope of Work, which such insurance named PBC and the PBC Affiliates as additional insureds;

(v) caused the items included in the Scope of Work to be served by all utilities in type and capacity necessary, appropriate or convenient to operate a first-class arena;

(vi) shall, as soon as practical, provide PBC, at the final completion of construction of the Fieldhouse Complex and Affiliated Projects, an original and one sepia print of fully coordinated and compiled set of As-Built Drawings with respect to the Fieldhouse Complex and Affiliated Projects and an AUTOCAD file or files in the Architect's format provided such file format can be manipulated by PBC to show later changes to the Fieldhouse Complex Projects and in medium mutually-acceptable to CIB and PBC; and

(b) NBA Compliance. PBC and CIB, through their representatives, submitted to the NBA the NBA Reviewed Plans. In response, PBC received the NBA Letter evidencing compliance with NBA Standards. A final inspection of the Fieldhouse Complex by representatives of the NBA to insure compliance with the NBA Reviewed Plans and to approve camera positions has occurred as part of the NBA's final inspection. CIB agrees to implement all requirements imposed by the NBA pursuant to such final inspection that are necessary to comply with the NBA Standards referenced in the NBA Letter.

(c) Warranties. CIB shall (i) honor warranty claims relating to its maintenance responsibilities under this Operating Agreement and (ii) assign to PBC all warranties relating to PBC's maintenance obligations under this Operating Agreement, together with the right to enforce the same, however CIB shall cooperate with PBC in causing the necessary enforcement of such

warranties. In addition, whenever CIB or PBC requests that the other party enforce a warranty relating to the Fieldhouse Complex or any component thereof, CIB or PBC, respectively, shall promptly enforce such warranty or assign to the other party full enforcement rights with respect thereto.

(d) Punch List. The parties have agreed on the Punch List for the Fieldhouse Complex, the Parking Facilities and the Affiliated Projects. With the exception of:

- Latent Defects in Construction,
- Latent Variations From Plans & Specifications,
- Items damaged by or through CIB or its Construction Manager or those working through them,
- Applicable warranties,
- Items contained on the applicable Punch List, and
- Operating components or systems that cannot be tested until a realistic test under appropriate circumstances with patrons in place or appropriate ambient conditions can be accomplished,

all portions of the Scope of Work in the Fieldhouse Complex shall be deemed approved as to the areas, components or systems actually made available for inspection subject to the Punch List. Approval by PBC does not mean that PBC has any responsibility for or has relieved CIB, the Architect, the Construction Manager or any other contractor or materialman from its or their responsibility for compliance with Codes, the appropriate application of construction means or methods or the contractual obligations of any such third parties under their respective agreements concerning the Scope of Work. In addition, approval by PBC shall not relieve CIB of its obligation to correct or revise any portion of CIB's Work if it is later determined that such work is not coordinated with or conflicts with the proper installation of the work of later trades.

SECTION 32. ARBITRATION PROCEDURE. In the event that CIB and PBC have a dispute as to any matter relating to the Fieldhouse Complex Documents, either party may request that the matter be resolved by arbitration under the auspices of the American Arbitration Association ("AAA") and otherwise as set forth herein ("Arbitration Procedure"). In such event, the AAA shall provide the parties with a panel of potential arbitrators consisting of at least seven (7) persons who are independent of the parties and who have experience in the construction industry. The party not seeking arbitration shall have the first opportunity to strike and the parties shall strike alternately until a single arbitrator remains. If the arbitrator selected cannot serve, the AAA shall provide another panel and the same striking procedure shall be utilized. The arbitrator shall be requested to set a hearing as soon as possible in Indianapolis. The AAA's Commercial Arbitration Rules shall apply, except that discovery shall be available under the Federal Rules of Civil Procedure for the Southern District of Indiana. The parties shall share equally in the cost of arbitration, provided that the arbitrator may award arbitrator's fees and attorneys' fees to either party as the arbitrator deems appropriate. The scope of the arbitrator's award shall be limited as expressly set forth elsewhere herein or, if not limited elsewhere, shall be limited to the matter in dispute and to counterclaims relating directly to the dispute. The arbitrator shall be instructed to use best efforts to make a

decision within twenty (20) days of the date of hearing, but otherwise as soon as possible. Either party may appeal a decision of the arbitrator for a mistake of law or fact unless the matter in dispute does not relate to the Punch List and is less than Twenty Five Thousand Dollars (\$25,000.00). The arbitrator shall, at the request of either party, include in the award findings of fact and conclusions of law of the type which would be required under Rule 52 of the Federal Rules of Civil Procedure. The arbitrator shall not be empowered to award equitable relief or damages (other than as expressly stated with respect to arbitrator's fees and attorneys' fees). Until the parties resort to litigation as allowed hereunder, the parties shall keep the dispute and the arbitration private and confidential to the extent reasonably practicable and allowable by law.

SECTION 33. TERMINATION OF EARLY OCCUPANCY AGREEMENT.

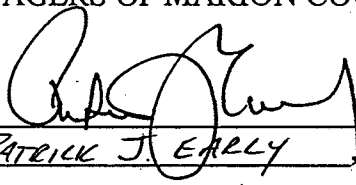
The Agreement For Partial Occupancy of Conseco Fieldhouse dated September 8, 1999 is hereby terminated and of no further force or effect.

SECTION 34. THIRD PARTY BENEFICIARIES.

Bird and the holders of Employee Stock shall be deemed third party beneficiaries to this Agreement with respect to their rights under Section 11 for so long as they hold PBC Stock, provided that such status shall not increase any rights or diminish any obligations of Bird pursuant to the Bird Contract or other agreements between Bird and PBC or the Simons.

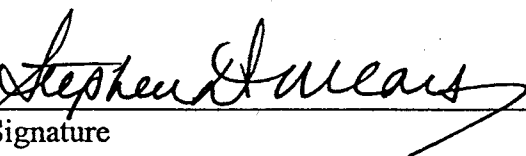
IN WITNESS WHEREOF, the parties hereto have caused this Operating Agreement to be duly executed as of the date first written.

THE CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY, INDIANA

By: 

PATRICK J. EARLY, Chairman

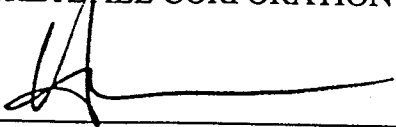
MARION COUNTY CONVENTION AND
RECREATIONAL FACILITIES AUTHORITY

By: 

Signature
STEPHEN D. MEARS, Pres.

Printed Name and Title


PACERS BASKETBALL CORPORATION

By:  _____

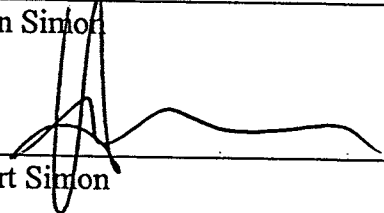
Printed: Herbert Simon

Title: Co-Chairman

THE SIMONS:



Melvin Simon



Herbert Simon

①

VIRGINIA AVENUE PARKING GARAGE PARKING AGREEMENT

This VIRGINIA AVENUE PARKING GARAGE PARKING AGREEMENT (the "Agreement"), shall be effective as of the 1st day of November, 1999, by and between the Capital Improvement Board of Managers of Marion County, Indiana (the "CIB") and Pacers Basketball Corporation, an Indiana corporation ("PBC"), WITNESSES THAT:

RECITALS

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

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

C. The MCCRFA has leased the Virginia Avenue Parking Garage and the Elevated Lot to the CIB.

D. The CIB has agreed to provide PBC with certain rights or to cause certain rights to be provided to PBC for the use of standard automobile parking spaces in the Virginia Avenue Parking Garage and on the Elevated Lot.

AGREEMENT

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

ARTICLE I

DEFINITIONS

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

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

"Arbitration Procedure" means the arbitration procedure specified and defined as such in the UDT.

"Arena Complex" shall have the meaning specified in the MSA Agreement.

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

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

"Commencement Date" means November 1, 1999.

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

"CPI Percentage Adjustment" shall have the meaning specified in the Operating Agreement.

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

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

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

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

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

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

"Expiration Date" shall have the meaning specified in Section 2.02 of this Agreement.

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

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

"Fieldhouse" means the Conseco Fieldhouse.

"Financial Agreement" means that certain Indiana Fieldhouse Financial Agreement by and between the CIB and PBC, as amended from time to time.

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

"Market Professional(s)" shall have the meaning specified in the Operating Agreement.

"MCCRFA" means the Marion County Convention and Recreational Facilities Authority.

"NBA" means the National Basketball Association.

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

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

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

"Operating Agreement" means that certain Indiana Fieldhouse Operating Agreement by and among the MCCRFA, the CIB, PBC and Melvin and Herbert Simon, as amended from time to time.

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

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

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

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

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

"Parking Revenue Measurement Period" means, for a Day Event, Night Event, Weekend Event, Extraordinary Event, or Special Day Event, the period beginning two (2) hours

prior to the scheduled start of an Event, but ending in all such cases two (2) hours after the start of the last game, match, contest or other distinct activity relating to such Event.

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

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

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

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

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

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

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

"Substantial Completion Date" means the date on which the Virginia Avenue Parking Garage has been completed to the extent that two thousand five hundred forty-seven (2,547) parking spaces are available therein and may be used for the parking of standard automobiles.

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

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

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

"UDT" means that certain Understanding of Defined Terms by and among the CIB, PBC, MCCRFA and Melvin and Herbert Simon, as amended from time to time.

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

"Unused Parking Space Occupants" for a Night Event, Weekend Event or Extraordinary Event means the number of vehicles determined by subtracting the number of Parking Spaces actually used by the holders of Parking Passes issued for such Event from the lesser of (a) the number of vehicles admitted to the Virginia Avenue Parking Garage (or the Temporary Parking Spaces or the Replacement Parking Facility, if applicable) for such Event, inclusive of vehicles admitted by the presentation of a Parking Pass, but exclusive of those vehicles gaining admission through (i) a Permitted License or (ii) subject to the limitation set forth in Section 7.02, the presentation of a sticker, card, pass or other means allowing access without charge through an arrangement with CIB or its agents or Parking Managers, or (b) 1400; for a Day Event means the number of vehicles determined by subtracting the number of Parking Spaces actually used by the holder of Parking Passes issued for such Event from the lesser of (a) the number of vehicles admitted to the Virginia Avenue Parking Garage (or the Temporary Parking Spaces or the Replacement Parking Facility, if applicable) for such Event, inclusive of vehicles admitted by the presentation of a Parking Pass, but exclusive of those vehicles gaining admission through (i) a Permitted License or (ii) subject to the limitation set forth in Section 7.02, the presentation of a sticker, card, pass or other means allowing access without charge through an arrangement with CIB or its agents or Parking Managers, or (b) 850; and for a Special Day Event means the number of vehicles determined by subtracting the number of Parking Spaces actually used by the holder of Parking Passes issued for such Event from the lesser of (a) the number of vehicles admitted to the Virginia Avenue Parking Garage (or the Temporary Parking Spaces or the Replacement Parking Facility, if applicable) for such Event, inclusive of vehicles admitted by the presentation of a Parking Pass, but exclusive of those vehicles gaining admission through (i) a Permitted License or (ii) subject to the limitation set forth in Section 7.02, the presentation of a sticker, card, pass or other means allowing access without charge through an arrangement with CIB or its agents or Parking Managers, or (b) 300.

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

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

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

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

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

ARTICLE II

TERM

Section 2.01. Commencement Date. The initial term of this Agreement (the "Initial Term") shall commence upon the Commencement Date.

Section 2.02. Expiration Date. Except as provided in Section 2.04 of this Agreement, the Initial Term shall expire at the end of the NBA Season ending in the year 2019 (the "Expiration Date").

Section 2.03. Extension Period. Subject to the terms and conditions of Section 2.04 of this Agreement, PBC shall have the right to extend the term of this Agreement for ten (10) consecutive periods of five (5) years each, upon the same terms and conditions (with the exception of the term) set forth herein (the "Extended Term(s)"). PBC shall exercise its right to extend the Initial Term and/or any Extended Term(s) by delivering to the CIB written notice of such exercise on or before the date which is one (1) year prior to the expiration of the Initial Term or any Extended Term(s), as applicable. PBC's failure to deliver timely written notice of such exercise as provided herein shall terminate all of PBC's rights to extend the Initial Term and/or any Extended Term(s), as applicable. The Initial Term and any Extended Term(s) are collectively referred to as the "Term."

Section 2.04. Early Termination. Notwithstanding anything contained in this Agreement to the contrary, the Term shall expire and this Agreement shall terminate on the date on which either the Operating Agreement or the Financial Agreement expires or is terminated.

ARTICLE III

GRANT OF RIGHTS

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

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

Section 3.02. Day Event Garage Spaces. On those days during the Term when there is a Day Event in the Fieldhouse, PBC shall have the right to use up to, but not more than, eight hundred fifty (850) covered standard automobile parking spaces in the Virginia Avenue Parking Garage (the "Day Event Garage Spaces"), subject to any limitations and/or restrictions set forth in this Agreement or in the Operating Agreement. The Day Event Garage Spaces shall be available for use beginning two (2) hours before the scheduled start of the Day Event and continuing until the earlier of two (2) hours after the conclusion of the Day Event or 5:00 a.m. the following day. The CIB shall use reasonable efforts to allocate the Day Event Garage Spaces as follows: 289 spaces on the second floor of the Virginia Avenue Parking Garage and 561 of the

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

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

Section 3.04. Weekend Event Garage Spaces. On those days during the Term when there is a Weekend Event in the Fieldhouse, PBC shall have the right to use up to, but not more than, one thousand four hundred (1,400) covered standard automobile parking spaces in the Virginia Avenue Parking Garage (the "Weekend Event Garage Spaces"), subject to any limitations and/or restrictions set forth in this Agreement or in the Operating Agreement. The Weekend Event Garage Spaces shall be available for use beginning two (2) hours before the scheduled start of the Weekend Event and continuing until the earlier of two (2) hours after the conclusion of the Weekend Event or 5:00 a.m. the following day. The CIB shall allocate the Weekend Event Garage Spaces as follows: 410 spaces on the second floor of the Virginia Avenue Parking Garage; 561 spaces on the third floor of the Virginia Avenue Parking Garage; and 429 spaces on the fourth floor of the Virginia Avenue Parking Garage. For each Weekend Event which is a NBA game, PBC, at its cost and expense, shall be entitled to secure (by roping or other means acceptable to the CIB) and reserve twenty (20) of the Weekend Event Garage Spaces on the third floor of the Virginia Avenue Parking Garage and adjacent to the pedestrian walkway to the Fieldhouse for the exclusive use of those individuals designated by PBC and to whom a Parking Pass has been issued; provided, that neither the CIB nor the Parking Managers shall have any obligation to set up, control or operate such reserved area.

Section 3.05. Extraordinary Event Garage Spaces. On those days during the Term when there is a Extraordinary Event in the Fieldhouse, PBC shall have the right to use up to, but not more than, one thousand four hundred (1,400) covered standard automobile parking spaces

in the Virginia Avenue Parking Garage (the "Extraordinary Event Garage Spaces"), subject to any limitations and/or restrictions set forth in this Agreement or in the Operating Agreement. The Extraordinary Event Garage Spaces shall be available for use beginning two (2) hours before the scheduled start of the Extraordinary Event and continuing until the later of two (2) hours after the completion of the Extraordinary Event or 5:00 a.m. the following day. The CIB shall use reasonable efforts to allocate the Extraordinary Event Garage Spaces as follows: 410 spaces on the second floor of the Virginia Avenue Parking Garage, 561 spaces on the third floor of the Virginia Avenue Parking Garage; and 429 spaces on the fourth floor of the Virginia Avenue Parking Garage; provided, that to the extent the CIB is unable to do so for any Extraordinary Event, it shall provide the balance of such Extraordinary Event Garage Spaces on any other covered level of the Virginia Avenue Parking Garage. For each Extraordinary Event which is a NBA game, PBC, at its cost and expense, shall be entitled to secure (by roping or other means acceptable to the CIB) and reserve twenty (20) of the Extraordinary Event Garage Spaces on the third floor of the Virginia Avenue Parking Garage and adjacent to the pedestrian walkway to the Fieldhouse for the exclusive use of those individuals designated by PBC and to whom a Parking Pass has been issued; provided, that neither the CIB nor the Parking Managers shall have any obligation to set up, control or operate such reserved area.

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

Section 3.07. Employee Spaces. On those days during the Term when there is no Event in the Fieldhouse, PBC shall have the right to use up to, but not more than fifty-six (56) covered standard automobile parking spaces in the Virginia Avenue Parking Garage (the "Employee Spaces"), subject to any limitations and/or restrictions set forth in this Agreement or the Operating Agreement. On those days during the Term when there is an Event in the Fieldhouse, PBC shall have the right to use the Employee Spaces other than during the time period beginning two (2) hours before the scheduled start of the Event and continuing until the earlier of two (2) hours after the conclusion of the Event or 5:00 a.m. the following day; provided that PBC shall be entitled to use the Employee Spaces during such time period if a Parking Pass for such Event is issued to the users of the Employee Spaces. PBC shall cause each user of an Employee Space on any day during the Term when there is an Event in the Fieldhouse to vacate the Employee Space during the time period when Parking Spaces are available to PBC through the use of Parking Passes or shall cause a Parking Pass for such Event to be issued to each such user. The Employee Spaces may be located on any level (other than the first level) of the Virginia Avenue Parking Garage on a first-come, nonreserved basis.

Section 3.08. Operational Period. The CIB shall not sell parking spaces in the Virginia Avenue Parking Garage to the general public on an hourly or daily basis or allow free hourly or daily parking therein on the date of any Event which is a NBA game until after the first Event after the Substantial Completion Date which is a NBA game ("First Game"). Immediately after the First Game and after each Event which is a NBA game after the First Game until the

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

Section 3.09. Reserved Rights. The CIB expressly reserves, and PBC hereby acknowledges, that the CIB shall have the right to use all parking spaces in the Virginia Avenue Parking Garage on all dates and at all times that are not inconsistent with the rights granted to PCB in this Article III.

Section 3.10. Use of the Parking Spaces. With the exception of the Surface Spaces and Employee Spaces, which shall be used solely by PBC and by PBC's guests, invitees, employees and staff, PBC shall have the right to use the Parking Spaces solely for providing parking to the holders of tickets for an Event that were purchased or issued at least two hours prior to the start of the Event.

ARTICLE IV

NOTICE OF EVENTS

PBC shall provide to the CIB and the Parking Manager as soon as is practical, but within thirty (30) days after notification of scheduled NBA or WNBA games and at least fourteen (14) days prior to any Event other than NBA or WNBA games. Notwithstanding anything to the contrary in this Agreement, PBC shall endeavor to provide to the CIB and the Parking Manager:

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

ARTICLE V

CONSTRUCTION OF VIRGINIA AVENUE PARKING GARAGE

The parties acknowledge and agree that the Virginia Avenue Parking Garage is under construction as of the date of this Agreement, but that the construction of the Virginia Avenue Parking Garage has been completed to the extent that PBC may use the Parking Spaces under this Agreement. If construction of the Virginia Avenue Parking Garage prevents PBC from using all of the Parking Spaces as provided in this Agreement, the CIB shall provide PBC with Temporary Parking Spaces in the number of Parking Spaces that PBC is unable to use. PBC acknowledges and agrees that, until the Substantial Completion Date, the CIB may satisfy its obligation to make the Parking Spaces available for use by PBC by providing any combination of the Parking Spaces and Temporary Parking Spaces so long as the required number of spaces is available for use.

ARTICLE VI

MANAGEMENT AND MAINTENANCE

During the Term, the CIB shall, at its sole cost and expense, employ one or more Parking Managers. The CIB shall cause the Parking Managers to provide management, maintenance, security and other services for the Virginia Avenue Parking Garage and the Elevated Lot in accordance with the Operating Plan, a copy of which is attached to this Agreement as Exhibit "D" and incorporated by this reference, so that (a) the condition of the Virginia Avenue Parking Garage is consistent with other first class parking garage facilities of similar age, ordinary wear and tear excepted, provided that, notwithstanding age or ordinary wear and tear, the condition of the second, third and fourth floors of the Virginia Avenue Parking Garage and the ramps providing access to such floors shall be maintained in a condition that will prevent material damage to property located on or personal injury to users of such floors and ramps during Events, and (b) the operation of the Virginia Avenue Parking Garage is consistent with the operation of other first class parking garage facilities of similar age and function. PBC and the CIB acknowledge that the CIB shall not be obligated to install any equipment or technology which was not reasonably available or customary for similar first class parking garage facilities as of the Commencement Date in or to the Virginia Avenue Parking Garage to satisfy its obligation to operate the Virginia Avenue Parking Garage pursuant to the foregoing sentence. In the event any

existing equipment is in need of replacement, CIB shall install replacement equipment that (a) is similar in function as the equipment being replaced, (b) complies with all then applicable laws, and (c) will not prevent the satisfaction of the Parking Criteria. If PBC requires additional management, maintenance, security or other services in addition to those identified in the Operating Plan or requires any of the services described in the Operating Plan in frequency, scope, quality or quantity substantially greater than those which are specified in the Operating Plan, then the CIB shall use reasonable efforts to cause the Parking Managers to furnish PBC with such additional services. In the event that such additional services are provided to PBC, the direct and actual costs thereof shall be borne by PBC, which shall reimburse the CIB for the same upon thirty (30) days' written request therefor, together with a statement detailing the services provided and the cost incurred in connection therewith. The CIB acknowledges and agrees that, in the event of a Specific Emergency Operational Issue, PBC shall have the right to direct the Parking Managers in responding to, resolving and/or acting to minimize loss during said Specific Emergency Operational Issue and the reasonable and necessary cost to respond, resolve and/or minimize said Specific Emergency Operational Issue shall be borne by the CIB and not by PBC. PBC and the CIB shall review the Operating Plan on or within not more than thirty (30) days after May 1, 2000, to determine whether the Virginia Avenue Parking Garage is operating in accordance with the mutual intent and understandings of the parties. If not, the parties agree to negotiate in good faith to determine adjustments to the Operating Plan. The CIB and PBC agree not to unreasonably withhold, condition or delay any such determination. If there is a dispute between the CIB and PBC regarding whether the Virginia Avenue Parking Garage is operating in accordance with the mutual intent and understandings of the parties or an adjustment to the Operating Plan, such dispute shall be resolved by the Arbitration Procedure. Only after the review and the resolution of any such dispute shall any adjustments to the Operating Plan be made which result in the imposition of cost on PBC or the CIB.

ARTICLE VII

PARKING PASSES

Section 7.01. Issuance. PBC shall issue Parking Passes to those users authorized to use the Employee Spaces located in the Virginia Avenue Parking Garage. For each Event, PBC shall issue Parking Passes to those users authorized to use the Parking Spaces located in the Virginia Avenue Parking Garage. For each Event, the Parking Passes for Parking Spaces located in the Virginia Avenue Parking Garage issued by PBC shall be (a) allocated in accordance with the respective allocations specified in Article III, (b) color coded so that all Parking Passes that authorize the holder thereof to park on a particular floor of the Virginia Avenue Parking Garage have the same color, and (c) color coded so that there is a different color of Parking Pass for each floor of the Virginia Avenue Parking Garage. The Parking Passes shall otherwise be in a form, format, color and size approved by the CIB and the Parking Managers. PBC shall not issue Parking Passes for the Employee Spaces in excess of the number of Employee Spaces available to PBC under this Agreement. PBC shall not issue Parking Passes for any Event in excess of the number of Parking Spaces available to PBC for such Event under this Agreement. No later than twenty-four (24) hours before the scheduled beginning of each Event, PBC shall provide the Parking Managers and the CIB with the total number of Parking Passes issued for the Event by facsimile or other form of written communication acceptable to the CIB. If Parking Passes have not been issued for all of the Parking Spaces for a particular Event according to the PBC notice, or if Parking Spaces for which a Parking Pass has been issued for a particular Event are not being used by the holder of said Parking Pass within thirty (30) minutes after the start of the Event if the

Event is a NBA game (unless a shorter or different time period is agreed upon by the parties) or at any time if the Event is not a NBA game, the unused Parking Spaces may be distributed, disposed of or otherwise used by the Parking Managers and the CIB in their discretion and the gross income, fees, compensation and other revenue generated by such use of the unused Parking Spaces shall be allocated among the CIB and PBC as specified in Section 7.02; provided, that the CIB shall cause all Parking Passes which have been issued in accordance with the provisions of this Agreement to be honored by providing a Parking Space to the holder thereof; and provided further, that the CIB shall not distribute, dispose of or otherwise use any such unused Parking Spaces prior to the first date on which the CIB is entitled to use all of the Available Spaces pursuant to Section 3.08.

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

PBC: 60%
CIB: 40%

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

ARTICLE VIII

PAYMENT OF REAL ESTATE TAXES

Because the MCCRFA holds title to the Virginia Avenue Parking Garage, and the CIB holds a leasehold interest in the Virginia Avenue Parking Garage and title to the Elevated Lot and a leasehold interest in the Conrail Lot, it is expected that there will be no real or personal property taxes imposed against the Parking Facilities. Notwithstanding the foregoing expectation, in no event shall PBC be responsible for the payment of any real or personal property taxes, or special or other assessments, that are imposed against the Parking Facilities.

ARTICLE IX

MAINTENANCE OF INSURANCE

Section 9.01. Insurance Coverages. During the Term, PBC and the CIB shall obtain and maintain insurance in accordance with the following provisions:

(i) The CIB shall keep or cause the Parking Manager to keep the Parking Facilities and/or the Replacement Parking Facility insured against loss caused by fire and other perils normally covered by "All Risk" policies of insurance (the "Casualties") for an amount not less than the full replacement cost, with a deductible of not more than Twenty-five Thousand Dollars (\$25,000.00).

(ii) PBC shall secure and maintain a policy of public liability insurance against claims resulting from injury to, or death of, persons, and damage to, or loss of, property or income on or about the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces or in any way arising out of the use, occupancy, or possession of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces, unless caused by uninsurable acts of the CIB or any employee of CIB. Such insurance policy shall (a) contain contractual liability insurance covering PBC's obligations under this Agreement and related coverages normally found in a "broad liability coverage endorsement" liability coverage, (b) be an amount not less than Fifty Million Dollars (\$50,000,000.00) combined single limit, and (c) contain customary dram shop coverage in an amount not less than Ten Million Dollars (\$10,000,000.00), both of which amounts to be increased every five (5) years by an amount equal to the CPI Percentage Adjustment.

(iii) The CIB shall procure and maintain or cause the Parking Manager to procure and maintain public liability insurance against claims resulting from injury to, or death of, persons, and damage to, or loss of, property, in any way resulting from or arising out of the actions of the CIB with respect to the maintenance, repair or replacement, use, occupancy, possession or operation of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces, unless caused by the gross negligence or willful misconduct of PBC or any party acting by, through or under PBC. Such insurance policy shall contain contractual liability insurance covering this Agreement and related coverages normally found in a "broad liability coverage endorsement" liability coverage, and shall be in an amount not less than Twenty-five Million Dollars (\$25,000,000.00) combined single limit, increased every five (5) years by an amount equal to the CPI Percentage Adjustment.

(iv) Either the CIB or PBC, at its option, may (a) procure and maintain such other insurance or expanded coverages, as either deems appropriate, or (b) satisfy its obligations under this Article IX by procuring and maintaining blanket insurance with appropriate endorsements specifying coverages which comply with the respective requirements set forth in this Article IX.

(v) Any insurance required to be procured or maintained under this Article IX shall be procured from, and maintained with, a company (or companies) with at least a Best's A-X Rating and which are licensed by the State of Indiana to write policies of the nature required hereunder.

(vi) Each party shall furnish to the other, on or before the Commencement Date, certificates issued by insurance companies to the effect that the insurance required of each party hereunder is in full force and effect. If either party fails to procure or maintain such insurance, the

other party may (a) procure and maintain the insurance, and (b) recover from such failing party the cost thereof, together with interest at an annual rate of eighteen percent (18%).

(vii) Each party waives for itself and its respective insurers, any and every claim which arises, or may arise, during the Term for any and all damage to, or loss of, any of its property located within or upon, or constituting a part, of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces, to the extent coverage is provided by the types of insurance policies required under this Article IX.

(viii) Insurance policies required under this Article IX to be maintained by the CIB shall designate PBC as an additional insured. Insurance policies required under this Article IX to be maintained by PBC shall designate the CIB and the Parking Manager as additional insureds.

(ix) All insurance policies maintained in accordance with this Article IX shall contain a provision stating that such policy and coverage may not be modified or canceled without notice to both parties to this Agreement.

ARTICLE X

DAMAGE AND DESTRUCTION

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

repair and replacement, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

Section 10.02. Temporary Parking Spaces. During the period that the Parking Facilities are being repaired or replaced after Casualty Damage, the CIB shall provide, or cause to be provided, Temporary Parking Spaces so that the number of standard automobile parking spaces required under Article III is available for PBC's use at all times required by this Agreement.

ARTICLE XI

EMINENT DOMAIN

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

remaining remedy, cause the repair and replacement of those portions of the Parking Facilities taken (entering upon the Parking Facilities and the Replacement Parking Facilities, if applicable, for such purpose), in which event, the CIB shall be responsible to PBC for all costs and expenses incurred by PBC in connection with such repair and replacement, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum. During the period that the Parking Facilities are being repaired or replaced after Condemnation, the CIB shall provide, or cause to be provided, Temporary Parking Spaces so that the number of standard automobile parking spaces required under Article III is available to PBC at all times required by this Agreement.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.01. Selection of Remedies. Except as expressly provided and limited in Section 10.01 and Article XI of this Agreement, if either party fails to perform or observe any term or condition of this Agreement on its part to be performed or observed, and such failure continues: (a) for thirty (30) days after delivery by the other party of a written notice that specifies the nature of the failure; or (b) in the event of an Emergency, for three (3) days after delivery by the other party of a written notice that specifies the nature of the failure; then the sole and exclusive remedy of the other party shall be to: (i) obtain the remedy of specific performance or injunction to enforce this Agreement; (ii) bring an action against the party failing to perform or observe the term or condition of this Agreement on its part to be performed or observed to recover its actual damages; or (iii) in the case of a failure by the CIB, perform the term or condition of this Agreement that the CIB failed to perform (entering upon the Parking Facilities, the Replacement Parking Facility, and/or the Temporary Parking Spaces for such purpose, if necessary), without such performance being construed as a waiver of any term or condition of this Agreement. The CIB shall be responsible to PBC for all costs and expenses incurred by PBC in enforcing its rights or performing CIB's obligations hereunder, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum. PBC shall be responsible to the CIB for all costs and expenses incurred by the CIB in enforcing its rights or performing PBC's obligations hereunder, including, but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

Section 12.02. Suspension of Remedies. Notwithstanding the preceding Section of this Agreement, if the failure by the CIB or PBC is of such a nature that it cannot be corrected: (a) within thirty (30) days; or (b) in the event of an Emergency, within three (3) days; in either case despite diligent effort, then the other party shall not be entitled to exercise its remedies under this Article XII so long as the CIB or PBC, as the case may be, commences to cure the failure: (a) within thirty (30) days; or (b) in the event of an Emergency, within three (3) days; and, in either case, diligently pursues such cure to completion.

ARTICLE XIII

MUTUAL INDEMNIFICATION

Section 13.01. CIB Indemnity. Except as expressly provided and limited in Section 10.01 and Article XI of this Agreement and subject to Article IX and Article XII of this Agreement, the CIB shall indemnify, defend and hold harmless PBC from and against any and all losses, costs, damages, expenses, actions, causes of action, demands and claims of any nature whatsoever (including, reasonable attorneys' fees) in any way arising out of, or related to (a) any use, occupancy or possession of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces other than from the use, occupancy and possession of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces by PBC, or any party acting by, through or under PBC, (b) third-party claims against PBC resulting from the construction, design or alteration of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces by persons or entities other than PBC or those contracting with PBC, (c) CIB's failure to fulfill any duty or obligation hereunder, and (d) any personal or bodily injury or property damage occurring in connection with or arising during the construction of the Parking Facilities and/or the Replacement Parking Facility, except for matters caused by the intentional acts of PBC or its agents or employees or their negligent acts to the extent not covered by insurance.

Section 13.02. PBC Indemnity. Subject to Article X and Article XII of this Agreement, PBC shall indemnify, defend and hold harmless the CIB from and against any and all losses, costs, damages, expenses, actions, causes of action, demands and claims of any nature whatsoever (including, reasonable attorneys' fees) in any way arising out of, or related to (a) any use, occupancy or possession of the Parking Facilities, the Replacement Parking Facility and/or the Temporary Parking Spaces by PBC, or any party acting by, through or under PBC, and (b) PBC's failure to fulfill any duty or obligation hereunder.

ARTICLE XIV

ASSIGNMENT

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

Section 14.02. Exceptions. Notwithstanding the preceding Section of this Agreement, the CIB may, without PBC's consent: (a) delegate its obligations under this Agreement to the Parking Managers; and/or (b) assign or transfer this Agreement or any or all of its rights and/or delegate any or all of its obligations under this Agreement to another governmental agency or entity of the City of Indianapolis.

Section 14.03. Encumbrances. PBC shall have no right to mortgage, pledge, hypothecate or otherwise encumber this Agreement or its rights or interests under this Agreement except as expressly provided in the Operating Agreement.

ARTICLE XV

PARKING FEE

During the Term of this Agreement, PBC shall pay the CIB an annual fee of Three Million Four Hundred Fifty Thousand Dollars (\$3,450,000.00) for the use of the Parking Spaces (and, if required, any Temporary Parking Spaces) as provided for herein, which fee shall be paid to the extent and as more particularly provided in the Operating Agreement.

ARTICLE XVI

NOTICE

Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; (b) sent by facsimile, with electronic confirmation of receipt; or (c) sent by national overnight delivery service, with confirmation of receipt, addressed as follows:

If to the CIB:	Capital Improvement Board of Marion County, Indiana Indiana Convention Center and RCA Dome 100 South Capitol Avenue Indianapolis, Indiana 46225 Attention: Augustus Levengood Facsimile: (317) 262-3685
With a copy to:	Department of Metropolitan Development City-County Building 200 East Washington Street, Suite 2042 Indianapolis, Indiana 46225 Attention: Director of Metropolitan Development Facsimile: (317) 327-5858
With a copy to:	Larry Dorocke, Esq. Dann Pecar Newman & Kleiman, P.C. One American Square Suite 2300 Box 82008 Indianapolis, Indiana 46282 Facsimile: (317) 632-2962

With a copy to: Mary Solada, Esq.
Bingham Summers Welsh & Spilman
10 West Market Street
Suite 2700
Indianapolis, Indiana 46204
Facsimile: (317) 236-9907

With a copy to: Joseph M. Scimia, Esq.
Baker & Daniels
300 North Meridian Street
Suite 2700
Indianapolis, Indiana 46204
Facsimile: (317) 237-1000

If to PBC: Pacers Basketball Corporation
Conseco Fieldhouse
Indianapolis, Indiana
Attention: President

With a copy to: Melvin Simon & Associates
115 West Washington Street
Indianapolis, Indiana 46204
Attention: Herbert Simon, Stephen H. Simon and
Randolph L. Foxworthy
Facsimile: (317) 685-7377

With a copy to: Philip L. Bayt, Esq.
Ice Miller Donadio & Ryan
One American Square
Indianapolis, Indiana 46282
Facsimile: (317) 236-2219

Any party may change its address for purposes of this Article by giving the other party written notice of the new address in the manner set forth above.

ARTICLE XVII

INTERPRETATION

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

ARTICLE XVIII

FORCE MAJEURE

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

ARTICLE XIX

OTHER PROVISIONS

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

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

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

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

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


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

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


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

IN WITNESS WHEREOF, the parties hereto have executed this Parking Agreement as of the date and year first written above.

THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA

By: 
Printed: Bruce J. Ebert
Title: PRESIDENT

PACERS BASKETBALL CORPORATION

By: 
Printed: Herbert Simon
Title: CO-CHAIRMAN

ACKNOWLEDGMENTS

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Patrick J. Early, the PRESIDENT of the Capital Improvement Board of Managers of Marion County, Indiana, who, first having been duly sworn, acknowledged the execution of the foregoing Virginia Avenue Parking Garage Parking Agreement on behalf of such entity.

Witness my hand and Notarial Seal this 19th day of April, 2000.

By: Sharon J. Sanford
Notary Public

Printed Name: Sharon J. Sanford

I am a resident of Johnson County, Indiana.

My commission expires Jan. 18, 2007

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Herbert Simon, the Co-Chairman of Pacers Basketball Corporation, who, first having been duly sworn, acknowledged the execution of the foregoing Virginia Avenue Parking Garage Parking Agreement on behalf of such entity.

Witness my hand and Notarial Seal this 15th day of June, 2000.

By: 
Notary Public

Printed Name: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

DONNA L. McLAUGHLIN
Notary Public, State of Indiana
Morgan County
My Commission Expires : June 30, 2008

EXHIBIT "A"

[Legal Description/Map (Garage)]

Exhibit A

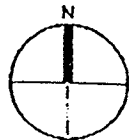
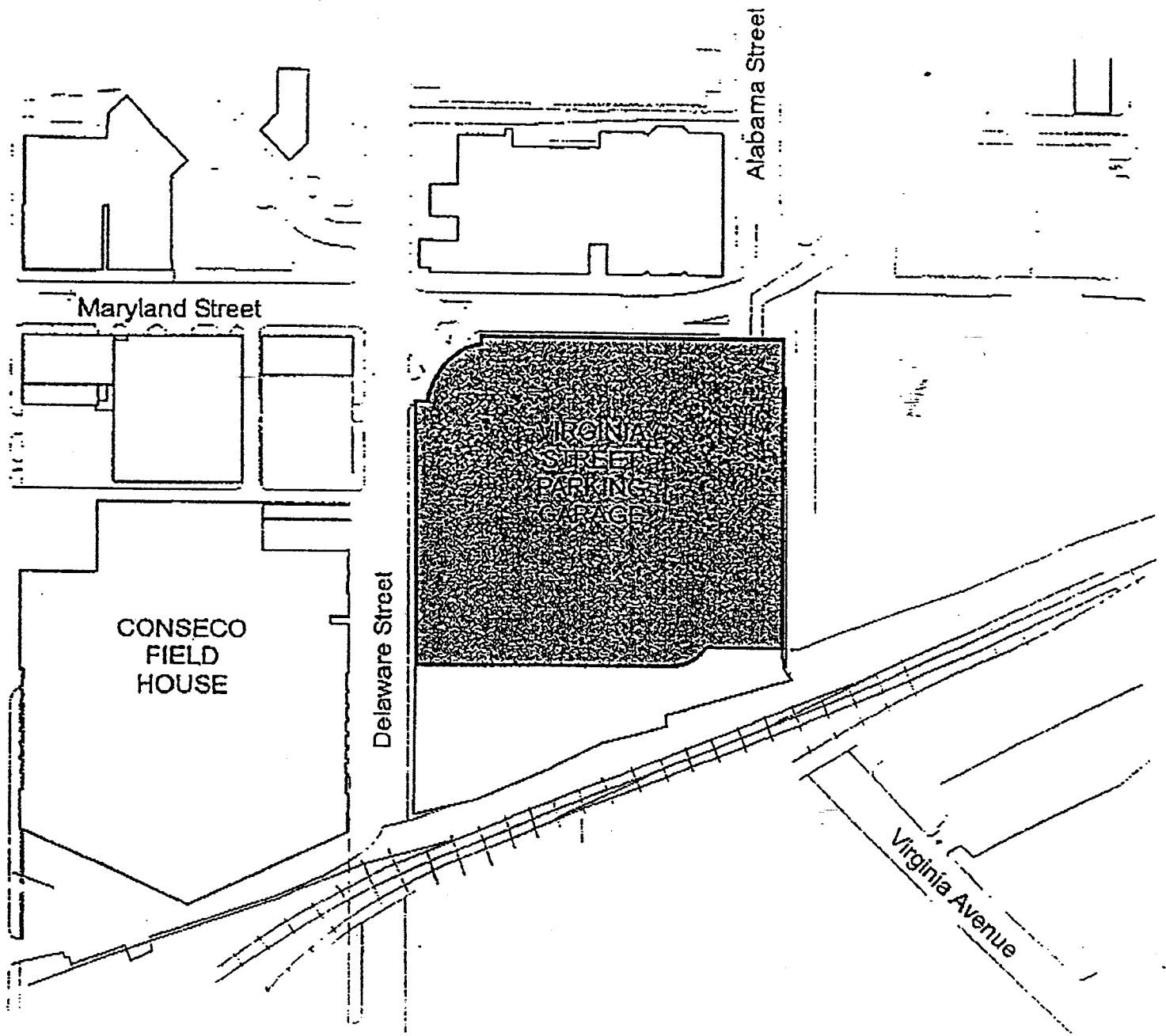


EXHIBIT "B"

[Legal Description/Map (Elevated Lot)]

Exhibit B

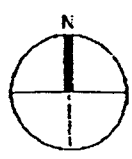
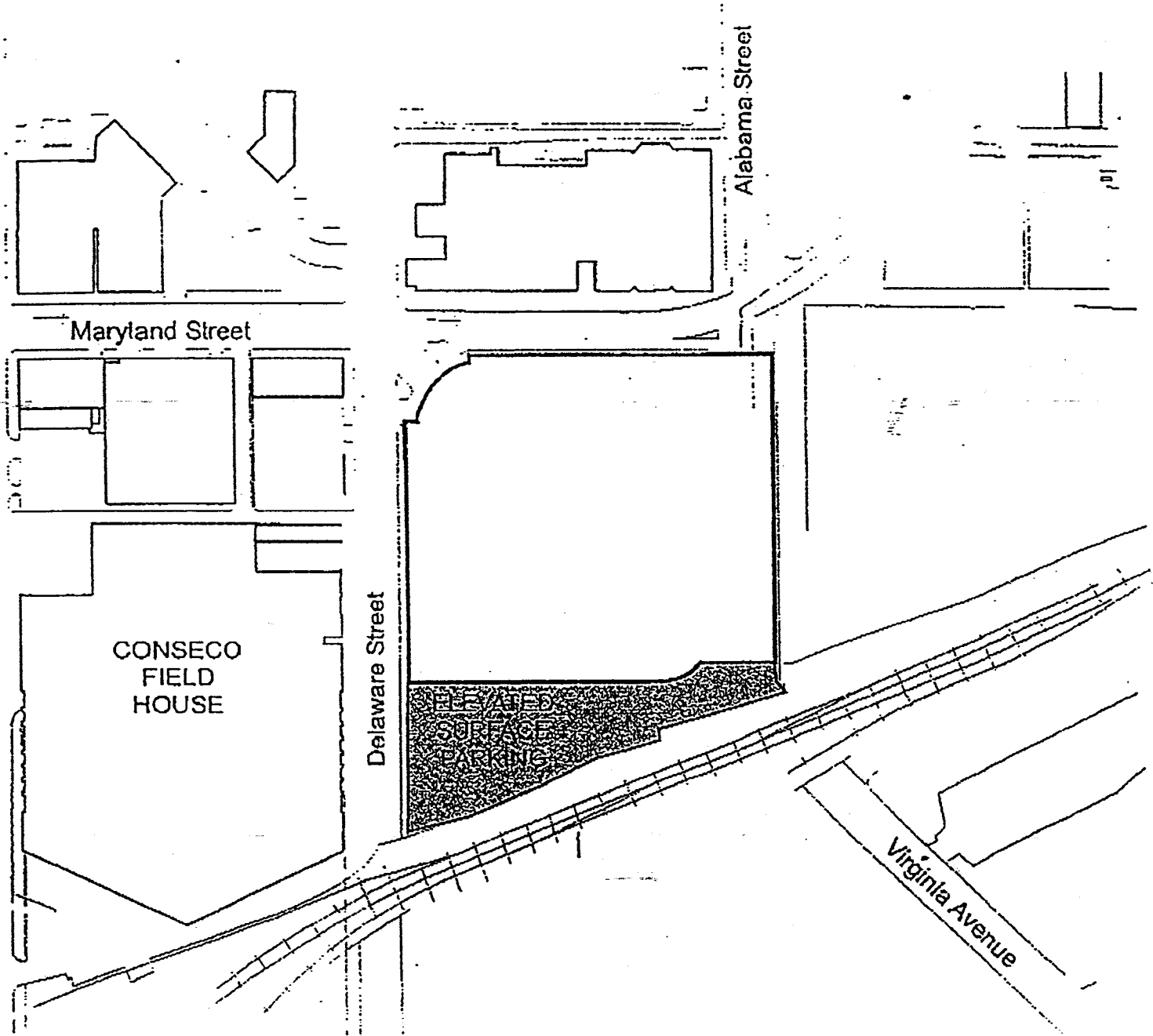


EXHIBIT "C"

[List of Extraordinary Events]

8
5/22/00

EXHIBIT C

Extraordinary Events

Any national political party convention

NBA All-Star Weekend

Any NBA Games

Any WNBA Games

World Basketball Championships

NCAA Men's Basketball Final Four

Big Ten Men's Basketball Finals

World or US Gymnastics Championships

World or US Figure Skating Championships

Olympic Trials

Olympic Games

Pan Am Games

World Peace Games

EXHIBIT "D"

[Operating Plan]



OPERATING PLANS

A. PARKING FACILITIES SERVING THE CONSECO FIELDHOUSE

1. Assumptions

a. Day Users

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

b. 24 Hour Users

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

c. Event Users

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

d. Event Operation

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

TOTAL 1400



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
PAGE 2

e. Virginia Avenue Garage
1) Space count

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

2. Parking Locations

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

Company	Spaces Committed	Area
Pacers Basketball Corporation	1,400	Level 2 – Level 4
Pacers Basketball Corporation	200	Elevated Lot and Garage
Anthem Inc.	1,300	Level 2 – Level 5
Anthem Inc.	200	Level 1
Sheriff Dept. – Marion County	225	Level 1
Disciples of Christ	125	Level 2 – Level 5
Conrall	25	Level 1
City Employees	300	Level 2 – Level 5
CIB Employees	25	Level 1 – Level 5



3. Equipment

a. Virginia Avenue Parking Facility

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



4. Operation

a. Day Non Event

1) *Virginia Avenue Parking Facility Use*

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

Monthly

Entry and exit by Access System

Transient

Ticket at entry, cash collection by cashier at exit

b) Cashier

i) One, or as needed

Monday thru Thursday

6:00 a.m. – 12:00 a.m. (midnight)

Friday and Saturday

6:00 a.m. – 3:00 a.m.

Sunday

12:00 p.m. (noon) – 9:00 p.m.

c) Maintenance

i) Two

Monday thru Sunday

6:00 a.m. – 2:30 p.m.

12:00 a.m. (midnight) – 8:00 a.m.

d) Security

i) 1½, or as needed

Monday thru Thursday

6:00 a.m. – 12:00 a.m. (midnight)

Friday and Saturday

6:00 a.m. – 3:00 a.m.

Sunday

12:00 p.m. (noon) – 9:00 p.m.

e) Management (see #6)

i) General Manager

ii) Facility Manager

iii) Assistant Manager



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
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b. Event

1) *Virginia Avenue Parking Facility*

- a) Cash transient customers will be sold at the beginning of the prepay until all the cash spaces are sold. When all cash spaces are sold, no additional cash transients will be accepted until all coupon spaces (if applicable) are accounted for, or as event traffic allows (maybe 30 minutes before event starts).
- b) Customers who have received parking coupons will need to have a coupon to use the garage. Coupons to be sent to customers by the Pacer Basketball Corporation.
- c) Cars will need to have a hang tag in order to enter the parking garage. These cards sent to customers by Pacer Basketball Corporation. Parking coupon will be two parts. Part one for garage entry and part two for prepaid access thru cashier's lane. All street level entrances will be manned by parking operator staff (customer service rep) to allow proper traffic direction. All cash transient customers on 5th level until event starting time, then on lower floor if space is available.
- d) Entrance Personnel
 - i) Street level
 - Alabama speed ramp
2 customer service representatives, as needed
 - Delaware Street
1 customer service representative, as needed
 - ii) Level 2 before cashier
1 customer service representative
 - iii) Level 2 cashiering plaza
6 cashiers or as needed
 - iv) Level 2 behind cashier
1 customer service representative, as needed
 - v) 3rd level entrance
1 customer service representative, as needed
 - vi) 4th level
1 customer service representative, as needed
 - vii) 5th level
1 customer service representative, as needed



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
PAGE 6

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



CAPITAL IMPROVEMENT BOARD

**OPERATING PLANS
PAGE 7**

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

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



5. Job Descriptions

TITLE: General Manager

REPORTS TO: City Manager

MAIN PURPOSE OF JOB: Management of all parking facilities.

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

1. Operations

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

2. Personnel

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



3. Accounting

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



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
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TITLE: Facility Manager

REPORTS TO: General Manager

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

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

1. Operations

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



CAPITAL IMPROVEMENT BOARD

**OPERATING PLANS
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2. Personnel

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

3. Accounting

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



CAPITAL IMPROVEMENT BOARD

**OPERATING PLANS
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TITLE: Assistant Manager/Supervisor

REPORTS TO: Facility Manager

MAIN PURPOSE OF JOB: Management of Parking Facility

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

1. Operations

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

2. Personnel

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

3. Accounting

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



4. Customer Contact

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

5. Cash Control

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



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
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TITLE: Administrative Assistant

REPORTS TO: General Manager

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

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

1. Operations/Accounting

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

2. Personnel

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



3. Accounts Payable

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

4. Cash Control

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

5. Customer Contact

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



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
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TITLE: Cashier

REPORTS TO: Facility Manager

MAIN PURPOSE OF JOB: Ticket transactions/cash collections

OVERVIEW: To project a professional image of the parking facilities while maintaining the proper cash handling and cashiering duties.

1. Handles Cash Parker

- The main aspect of the job is to ensure that the appropriate charge is collected from all customers.

2. Ticket Handling

- Ensures that all tickets have the correct information on them and the amount paid by the customer.
- Ensures that all tickets are properly separated – all categories will be banded separately so that tickets can be more easily audited.

3. Accuracy

- While working with cash the cashier is very careful and accurate at all times but doesn't work so quickly that accuracy suffers. They are equally careful in charging the customers. Errors, particularly over-charging, leaves a bad impression on the customers

4. Maintenance

- Cashiers are responsible for maintaining the appearance of their booth and areas surrounding it.

5. Customer Satisfaction

Cashier's responsibilities include the following:

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



CAPITAL IMPROVEMENT BOARD

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6. Miscellaneous

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



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TITLE: Maintenance

REPORTS TO: Facility Manager

MAIN PURPOSE OF JOB: Cleanliness and operational safety

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

1. Operations

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

2. Maintenance

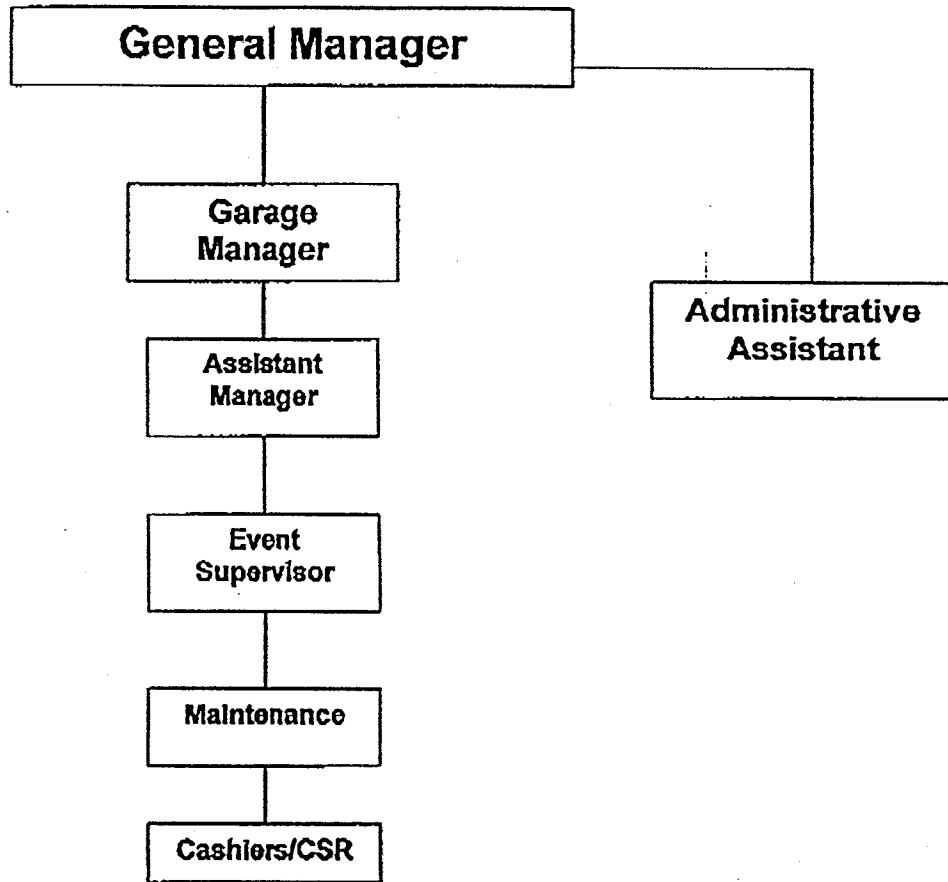
- Walks parking facility completely and:
 - picks up trash around the entrance and exits
 - checks for burned out lights (notes location)
 - records maintenance problems (oil on deck, missing signs, etc.)
 - empties all trash bins
- Works on assigned tasks for the day.
- Cleans surface areas on all levels.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



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
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6. Operational Organization Chart





7. Security

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

a. Customers

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

b. Employees

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

c. Customer's Property

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

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

8. Traffic Directors

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



CAPITAL IMPROVEMENT BOARD

OPERATING PLANS
PAGE 21

9. Equipment Needed

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

EXHIBIT "E"

[Temporary Parking Spaces]

Area bounded by:

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

Exhibit E

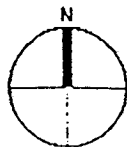
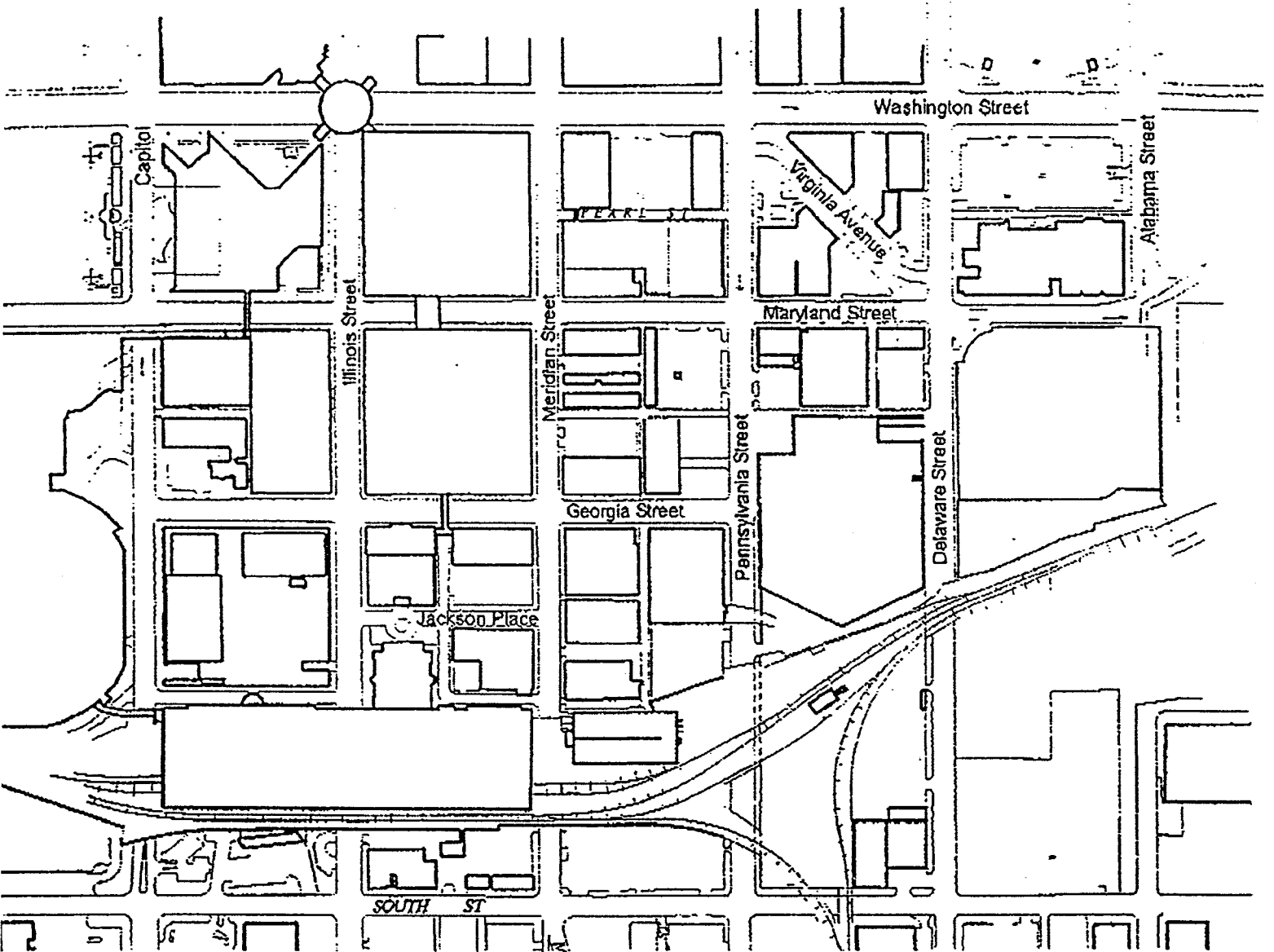


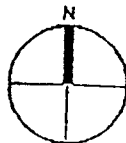
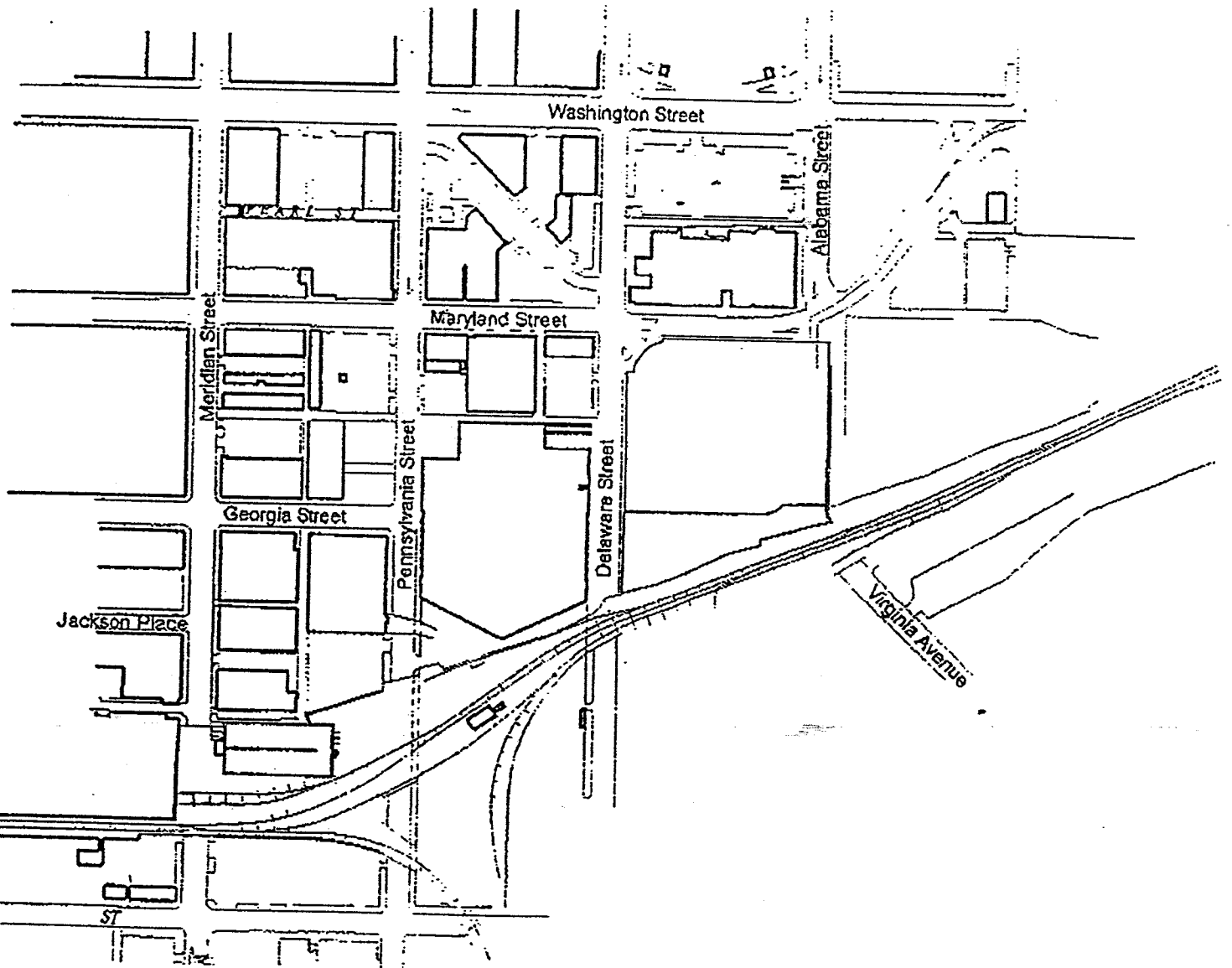
EXHIBIT "F"

[Replacement Parking Facility]

Area bounded by:

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

Exhibit F



RESOLUTION

CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA

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

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

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

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

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

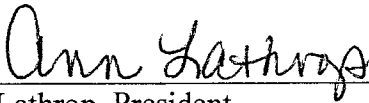
NOW, THEREFORE, BE IT RESOLVED BY THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA AS FOLLOWS:

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

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

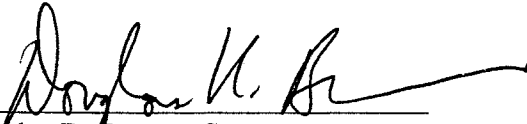
Adopted this 16th day of July, 2010.

CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY



Ann Lathrop, President

Attest:



Douglas R. Brown, Secretary

AMENDMENT TO CONSECO FIELDHOUSE COMPLEX DOCUMENTS

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

RECITALS:

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereunder, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment covenant and agree as follows:

ARTICLE I

AMENDMENTS

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

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

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

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

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

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

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

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

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

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

Section 1.07. Specific Performance.

(a) Acknowledgment Regarding Benefits to the CIB, City of Indianapolis, Marion County, and the State of Indiana. PBLLC hereby acknowledges, agrees and stipulates that (1) the public economic, civic and social benefits from the Indiana Pacers playing NBA basketball games in the Fieldhouse Complex as required by the Fieldhouse Complex Documents are unique, extraordinary and immeasurable, (2) the subject matter of the Fieldhouse Complex Documents and this Amendment are unique, (3) the CIB, City of Indianapolis, Marion County, State of Indiana and the public at large will suffer immediate, unique and irreparable harm for which there would be no adequate remedy at law in the event that PBLLC breaches its obligations under this Amendment or Sections 4(b), 4(c), 4(f), 4(h), or 11 of the Operating Agreement, and (4) money damages for any such breach could not adequately compensate the CIB.

(b) Entitlement to Specific Performance and Related Remedies. PBLLC hereby further acknowledges, agrees and stipulates that (1) in addition to all other remedies to which the CIB may be entitled, the CIB shall be entitled, after posting bond or other security as may be required by a court of competent jurisdiction and without any further showing of irreparable harm, balance of harms or the inadequacy of money damages as a remedy, to obtain from a court of competent jurisdiction specific performance and any other temporary, preliminary or permanent injunctive relief for any breach or threatened or imminent breach of this Amendment or Sections 4(b), 4(c), 4(f), 4(h), or 11 of the Operating Agreement and (2) the administration of a properly-tailored order for such relief under such circumstances would not be impractical.

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

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

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

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

ARTICLE II

MISCELLANEOUS

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

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

Section 2.03. Authorization.

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

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

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

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

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

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

Executed as of the date first above written.

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

By: _____
Printed Name: _____
Title: _____

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

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

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

By: _____
Printed Name: Herbert Simon
Title: Trustee

Herbert Simon, Individual ("Simon")

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

By: _____
Printed Name: Herbert Simon
Title: Trustee

EXHIBIT A

Operating Loans Schedule

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

AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT

This AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT (this "**Agreement**") is entered into on this ___ day of April, 2014 (the "**Execution Date**") to be effective (subject to Section 38 hereof) as of January 1, 2014 (the "**Effective Date**") by and among MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY ("**MCCRFA**"), THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA ("**CIB**"), PACERS BASKETBALL, LLC, an Indiana limited liability company ("**PBLLC**"), PBLEASING LLC, an Indiana limited liability company ("**PBLeasing**"), and FIELDHOUSE MANAGEMENT, LLC, an Indiana limited liability company ("**Manager**"), is joined in solely to agree to the provisions of Section 11 hereof by THE HERBERT SIMON REVOCABLE TRUST under agreement dated February 24, 2011, as amended, modified or restated from time to time (the "**Herbert Simon Trust**"), and is joined in by HERBERT SIMON, in his individual capacity ("**Herbert Simon**"), solely to acknowledge that he has no objection to this Agreement and is no longer a party to this Agreement.

Recitals

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

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

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

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

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

WHEREAS, in connection with the Original Operating Agreement, CIB and PBC entered into that certain Conseco Fieldhouse Financial Agreement, dated November 1, 1999 (as heretofore amended, the "**Financial Agreement**"), CIB and PBC entered into that certain Virginia Avenue Parking Garage Parking Agreement, dated November 1, 1999 (as heretofore amended and as may be further amended from time to time, the "**Parking Agreement**"), and

CIB, MCCRFA, PBC and Melvin and Herbert Simon entered into that certain Understanding of Defined Terms, dated November 1, 1999 (as heretofore amended, the "**Understanding of Defined Terms**");

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

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

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

WHEREAS, concurrently herewith, PBLLC is assigning its rights and obligations with respect to the operation of the Fieldhouse Complex under the Fieldhouse Complex Documents to Manager, a wholly-owned subsidiary of PBLLC;

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

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

WHEREAS, the parties desire to amend and restate all of the Fieldhouse Complex Documents other than the Parking Agreement on the terms and conditions below; and

WHEREAS, concurrently herewith, CIB, PBLLC and Manager are amending the Parking Agreement.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereunder, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIB, MCCRFA, PBLLC, PBLLeasing and Manager agree as follows:

Terms and Conditions

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

SECTION 1. GRANT OF RIGHTS.

(a) Rights to Fieldhouse Complex. Subject to the terms and conditions set forth herein, CIB hereby grants to Manager, for the period of the Term (defined in Section 2 hereof), the sole and exclusive right, authority, license and privilege to use, possess, occupy, conduct

business from, lease space in and operate the Fieldhouse Complex for all lawful purposes, and Manager hereby accepts such grant from CIB, subject to, and conditioned upon, the rights, duties, conditions and limitations set forth herein. Manager shall pay to CIB, as provided in Section 5(a) hereof, the sum of One Dollar (\$1.00) per year for the rights granted to it under this Section 1(a).

(b) Rights to Reserved Parking Spaces and Staff Parking Spaces. Subject to the terms and conditions set forth herein, CIB hereby grants to Manager, for the period of the Term, the sole and exclusive right, authority, license and privilege to use One Thousand Four Hundred (1,400) covered Reserved Parking Spaces, with the specific locations thereof being more particularly described in the Parking Agreement, which may be used by PBLLC's and Manager's employees and other staff, media, personnel and licensees before, during and after Indiana Pacers games and other Fieldhouse Events. In addition, CIB hereby grants to Manager, for the period of the Term, the sole and exclusive right, authority, license and privilege to use Two Hundred (200) parking spaces for employees and staff of PBLLC and/or Manager ("**Staff Parking Spaces**"), which will be made available on a 24 hour per day/365 day per year basis. In addition, CIB hereby grants to PBLLC, Manager and their employees and other staff, media, personnel, invitees and licensees, for the period of the Term, the right to use bridges, walkways, connectors or other paths of travel from the areas of the Reserved Parking Spaces and the Staff Parking Spaces to the Fieldhouse Complex. The rights and obligations of the parties under this Section 1(b) are more particularly set forth in the Parking Agreement.

(c) License of Scoreboard, Video Board and Sound System. PBLLeasing is the owner of the existing scoreboard, video board and sound system at the Fieldhouse (the "**Video/Sound System**") and leases the Video/Sound System to PBLLC. Subject to the terms and conditions set forth herein, PBLLC hereby licenses use of the Video/Sound System to CIB for the Term. CIB shall pay to PBLLC a license fee for the Video/Sound System during each year of the Initial Term as set forth on Exhibit B attached hereto (the "**Video/Sound System License Fee**"). CIB's obligation to pay the Video/Sound System License Fee in any year shall be subject to CIB obtaining a final appropriation in the amount of the Video/Sound System License Fee from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to the Video/Sound System License Fee for such fiscal year, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof. If CIB, at its sole cost and expense, replaces the Video/Sound System in its entirety during the Initial Term, CIB's obligation to pay the Video/Sound System License Fees after the completion of such replacement shall terminate. If CIB, at its sole cost and expense, replaces a portion of the Video/Sound System during the Initial Term and the cost of such replacement is in excess of \$1,000,000, then each Video/Sound System License Fee payable after such replacement shall be reduced by an amount equal to such Video/Sound System License Fee multiplied by a fraction, the numerator of which is the cost of the replacement and the denominator of which is 15,712,767. The Video/Sound System is hereby deemed to be a part of the Major Systems and integral to the operation of the Fieldhouse Complex and the successful undertaking of Fieldhouse Events. Upon any termination of this Agreement, the unpaid balance of all of the Video/Sound

System License Fees for the remainder of the Initial Term (discounted to present value at a three percent (3%) discount rate) (the "**Video/Sound System Termination Fee**") shall become accelerated and immediately due and payable by CIB to PBLLC (subject to offset against any amounts owed to CIB hereunder as a result of such termination).

(d) Approval of Assignment to Manager. PBLLC hereby assigns to Manager all of its rights and obligations with respect to the operation of the Fieldhouse Complex under the Fieldhouse Complex Documents, including without limitation the obligation to repay the Aggregate Advance Amount and the outstanding balance of the Operating Loans, and Manager hereby accepts such assignment and assumes such obligations. MCCRFA and CIB hereby consent to the forgoing assignment and assumption.

SECTION 2. TERM OF AGREEMENT.

The initial term of the Original Operating Agreement commenced on November 1, 1999 (the "**Commencement Date**") and shall continue, unless sooner terminated, until the later to occur of (i) June 30, 2024, or (ii) thirty (30) days after the end of the NBA Season ending in the year 2024 (the "**Initial Term**"). Manager shall have one (1) option to extend the Term of this Agreement (the "**Unilateral Extension Option**") and Manager and CIB shall have two (2) options to extend the Term of this Agreement (the "**Mutual Extension Options**" and, together with the Unilateral Extension Option, the "**Extension Options**") for periods of approximately one (1) year each (each an "**Extended Term**" and collectively, to the extent then exercised, the "**Extended Terms**"), which Extended Terms shall end in 2025, 2026 and 2027 respectively, on the later to occur of (A) June 30 of such calendar year, or (B) thirty (30) days after the end of the NBA Season ending in such calendar year. Manager may exercise the Unilateral Extension Option by delivering to CIB a written notice of such exercise on or before December 31, 2022. Manager and CIB may exercise a Mutual Extension Option by entering into a written agreement to do so on or before April 1, 2024 for the first Mutual Extension Option and on or before April 1, 2025 for the second Mutual Extension Option. Manager's failure to deliver timely notice of its exercise of the Unilateral Extension Option shall terminate Manager's right to extend the Initial Term pursuant to the Unilateral Extension Option. Manager's and CIB's failure to timely enter into a written agreement with respect to either Mutual Extension Option shall terminate such parties' rights to extend the Term of this Agreement pursuant to the Mutual Extension Options. The Initial Term and any Extended Terms are collectively referred to as the "**Term**".

SECTION 3. USES AND LIMITATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Limitation on Uses by Manager. Subject to CIB's obligations hereunder, Manager shall: (i) use, possess, occupy and operate the Fieldhouse Complex in accordance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations, including but not limited to those relating to OSHA, EEOC, nondiscrimination and other

employment laws, and the requirements of all insurers (unless Manager obtains alternate coverage which is acceptable in all respects to CIB); and (ii) otherwise possess and occupy or operate the Fieldhouse Complex in a commercially reasonable manner according to standard industry practices so as to avoid an increase or expansion of CIB's maintenance obligations as set forth in Section 7(a) hereof.

(c) Event Cooperation with ISC and CIB. Manager will cooperate in good faith, at no material cost to Manager, to work with ISC and CIB to attract to the Fieldhouse Complex Championship Events and other events with significant benefit to the City of Indianapolis, such as, but not limited to the NBA All-Star game and Future Farmers of America events. Manager shall reserve the Fieldhouse Complex for up to twelve (12) days (non-cumulative) each year of the Term for use by ISC, the terms and conditions of such use to be negotiated between Manager and ISC on a case by case basis. If Manager and ISC are not able to agree upon the terms and conditions of such use, either Manager or ISC may request CIB to mediate any dispute related to such terms and conditions.

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

SECTION 4. OPERATING COVENANTS.

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

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

(b) Indiana Pacers Games. During the Term, so long as the NBA exists and the Indiana Pacers or any successor professional basketball team remain a member thereof, PBLLC shall: (i) cause the Indiana Pacers to maintain its principal offices and any ancillary offices in the Fieldhouse Complex or elsewhere in downtown Indianapolis, Indiana; (ii) subject to the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA, cause the Indiana Pacers to play (A) all of the Indiana Pacers' regular season Home Basketball Games in the Fieldhouse (subject to the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA, such Home Basketball Games to include at least one-half (½) of the Indiana Pacers' regular season basketball games), and (B) all of the Indiana Pacers' playoff series Home Basketball Games in the Fieldhouse (subject to the NBA Rules and

scheduling applicable to PBLLC and the owners of all other teams in the NBA, such Home Basketball Games to include at least one-third (1/3) of any best of three (3) series, at least two-fifths (2/5) of any best of five (5) series, at least three-sevenths (3/7) of any best of seven (7) series and at least a similar fraction of any other playoff series basketball games); and (iii) operate, promote and administrate the Indiana Pacers in a manner consistent with the operation, promotion and administration of other professional basketball teams which are franchise members in good standing of the NBA. Notwithstanding anything to the contrary herein, PBLLC shall not be deemed to be in violation of this Section 4(b) if: (1) in any NBA basketball season or post-season series there are an uneven number of home and away basketball games, the Indiana Pacers play one more away basketball game than Home Basketball Game; (2) any Home Basketball Game is played at Lucas Oil Stadium; (3) any Home Basketball Game is played at a neutral site at the direction of the NBA pursuant to a policy applicable to PBLLC and the owners of all other teams in the NBA; (4) any Home Basketball Game is played at an alternate venue because the Indiana Pacers are not then able to play such Home Basketball Game at the Fieldhouse (or at the time of scheduling such Home Basketball Game at the alternate venue it was reasonably anticipated by PBLLC, after consultation and cooperation with CIB, that the Indiana Pacers would not be able to play such Home Basketball Game at the Fieldhouse) due to damage by fire or casualty, the pendency of a restoration or renovation project, the exercise of eminent domain, a prohibition imposed by law, or any other event outside the control of PBLLC or Manager; or (5) the Indiana Pacers elect to play not more than two (2) regular season Home Basketball Games in any NBA Season at a location other than the Fieldhouse for a reason other than as permitted by previous clauses (2), (3) or (4), provided that for each such elective game described in this clause (5), PBLLC shall pay to CIB, within thirty (30) days of such game, an amount equal to Sixty-Seven Thousand Five Hundred Dollars (\$67,500), which amount shall increase by three percent (3%) at the start of each NBA Season following the 2013/2014 NBA Season. For the avoidance of doubt, the Indiana Pacers may play exhibition games and preseason games at any location. Except as otherwise provided in this Section 4(b), PBLLC shall not move the venue of Home Basketball Games under Article 8 of the Constitution and By-Laws of the NBA to be played during the Term.

(c) Compliance with NBA Franchise Agreement. PBLLC shall maintain its NBA franchise in good standing, including payment of all franchise and related fees, material compliance with any and all NBA franchise codes, rules, regulations, requirements and standards, and compliance with its franchise agreement.

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

(e) Vending and Concessions. Manager shall maintain and operate (or cause to be maintained and operated) vending and concession operations at all Home Basketball Games and other Fieldhouse Events in a manner consistent with other First-Class Arena Facilities. CIB shall be responsible for acquiring and maintaining all liquor licenses necessary or appropriate to operate the Fieldhouse Complex in a manner consistent with the operation of other First-Class Arena Facilities, provided Manager shall have the right to use the same and reimburse CIB for any cost associated with obtaining and renewing such licenses. In the event that the law changes to require Manager to hold the liquor license for the Fieldhouse Complex in a manner that would provide equal freedom of operation without a material increase in cost of operations or the payment of licensing fees and without a material loss in revenue to Manager, and in the event that the NBA imposes no limitation with respect to the holding of liquor licenses, then Manager shall apply for and, if granted the license, hold the liquor license for the Fieldhouse Complex.

(f) PBLLC Non-Compete Provision. Neither PBLLC, Manager, any PBLLC Affiliate, the Herbert Simon Trust, any Simon Affiliate or any Simon Family Affiliate shall, during the Term, own, directly or indirectly, an interest in any other NBA team or NBA franchise (or any basketball team or basketball franchise competing in any successor or competing league), with the exception of a WNBA franchise or a minor league or "farm" team of professional basketball players to be located anywhere. However, a natural person who is not Herbert Simon or a Simon Family Affiliate, but is otherwise a PBLLC Affiliate shall not be subject to the restriction in the preceding sentence.

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

(h) Loans. In the event PBLLC obtains a loan or series of loans from the same lender that is secured by all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets or by so much of the PBLLC Membership Interests as is necessary to control the election of a majority of the board of managers of PBLLC and control the decision to sell all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets and such lender has the right to acquire, foreclose on or force the sale of such collateral as one of its remedies in the event of a default thereunder, then PBLLC shall cause such lender to enter into a tri-party agreement among PBLLC, CIB and the lender affording CIB the right, but not the obligation, to purchase such loan (or loans) on a non-recourse basis from lender after the successful exercise of such remedy at a price equal to the sum of the outstanding principal balance plus all accrued interest and fees due under such loan (or loans) or judgment thereon.

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

(a) Fees Paid by Manager. Manager shall pay to CIB, in consideration for the exclusive right, authority, license and privilege to use, possess, occupy and operate the Fieldhouse Complex in the manner provided hereunder, an annual fee of One Dollar (\$1.00), which unpaid fees for the remainder of Initial Term in the amount of Ten Dollars (\$10.00) shall be paid by Manager to CIB on the Execution Date. With respect to any Extension Term, the annual fees for the entirety of such Extension Term shall be paid by Manager to CIB on the date that Manager exercises the applicable Extension Option.

(b) Operating Loans from CIB. CIB previously provided certain advances to PBC pursuant to the Market Square Arena Operating Agreement; the outstanding balance of such advances (the "**Aggregate Advance Amount**") is Nine Million One Hundred Twenty-Five Thousand Four Hundred Eighty Five Dollars (\$9,125,485) as of the Effective Date. Additionally, pursuant to Section 1.02 of the First Amendment and Section 1.02 of the Second Amendment, CIB provided PBLLC with certain loans for the payment of operating and maintenance expenses of the Fieldhouse Complex in the aggregate amount of Forty Million Dollars (\$40,000,000) (collectively, the "**Operating Loans**"); the outstanding balance of the Operating Loans is Forty Million Dollars (\$40,000,000) as of the Effective Date. At the conclusion of each NBA Season ending after the Effective Date, so long as no Event of Default remains outstanding at the conclusion of the applicable NBA Season, a portion of each of the Aggregate Advance Amount and the outstanding balance of the Operating Loans shall automatically be forgiven as set forth on Exhibit D attached hereto.

SECTION 6. OPERATING REVENUES.

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

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

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

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

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

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

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

SECTION 7. FIELDHOUSE MAINTENANCE, IMPROVEMENTS AND OPERATING EXPENSES.

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

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

(ii) make all Major Repairs;

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

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

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

Except for items (iv) and (v), Manager, rather than CIB, shall be responsible for the foregoing obligations to the extent the need therefore is caused by Manager's failure to perform Normal and Routine Maintenance or any of its other obligations under Section 7(b) hereof on

any system or component or part. CIB shall replace an item under (i) or (iii) above if CIB and Manager reasonably determine that the item has reached its Replacement Threshold. For purposes of this Agreement, an item has reached its "**Replacement Threshold**" if the item either:

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

If CIB would otherwise be required to replace an item of computer hardware or software due to lack of a manufacturer's support, CIB may, in lieu thereof, pay the cost required by such manufacturer to reinstitute support, provided that such hardware or software remains compatible with other hardware or software utilized by Manager. Except for the Scheduled Capital Repairs and Replacements and the Refresh Improvements, replacements made by CIB because an item has reached its Replacement Threshold shall be of a quality and functionality consistent with the existing design and intent of the parties and shall be reasonably acceptable to Manager as to design, performance and aesthetics. If, during the last three (3) years of the Initial Term or during any Extended Term, CIB otherwise would have an obligation to replace an item, CIB shall have the right to repair that item if it is practical to do so, it does not materially impair Manager's operations and CIB reimburses Manager for the extra operating and maintenance costs related to retaining the item. Manager shall maintain detailed records relating to all maintenance and replacement issues which are the subject of this Section 7, and the same shall be made available on one (1) Business Day's notice to CIB for its review at Manager's offices. CIB shall be responsible for promptly making all physical changes to any portion or component of the Fieldhouse Complex which CIB is obligated to maintain, repair, replace or improve under this Section 7(a) as is necessary or appropriate to cause the Fieldhouse Complex to be in compliance with new Codes respecting the construction and physical condition of such portion or components of the Fieldhouse Complex that come into existence during the Term, provided that if Manager can comply with such new Codes by altering its operations, it will if it can do so without materially impairing revenues, materially increasing costs or materially hampering operations. CIB's maintenance obligations under this Section 7(a) shall be conditioned upon Manager's delivery to CIB of written notification of the need for any maintenance, repair or replacement, and Manager shall be responsible for all costs and expenses of such maintenance, repair or replacement, to the extent caused by or resulting from, Manager's failure to deliver such notice within five (5) Business Days from its actual knowledge of the need therefor, except in the case of emergency or urgent situations where persons responsible for the operation of the Fieldhouse Complex for Manager have Actual Knowledge of such situations (including situations whereby all or any portion or component of the Fieldhouse Complex is in a condition which dictates that the Fieldhouse Complex could not be useable for, or there would be a material impairment of, any Fieldhouse Event), in which event Manager shall be responsible for all costs and expenses of such maintenance, repair or replacement, to the extent caused by, or resulting from, Manager's failure to deliver notice in a timely manner after such personnel had

Actual Knowledge of the situation which would permit CIB to respond within a reasonable period of time consistent with the nature of such emergency or urgent situation. CIB shall keep and maintain all items in the Fieldhouse Complex for which it has responsibility under this Section 7(a) in good condition and repair, in a manner consistent with the condition maintained in other First-Class Arena Facilities. CIB shall have no liability to Manager or PBLLC for any inconvenience, annoyance, interruption or injury to Manager's or PBLLC's business arising from undertaking, in a reasonable manner, any maintenance, repairs or replacements or improvements required or permitted hereunder or required by law; provided that CIB shall (A) undertake such maintenance, repairs, replacements and improvements with reasonable diligence and (B) perform such work at times and in a manner which, to the extent reasonable, under the circumstances, minimizes interference with Manager's or PBLLC's use, occupancy and possession of the Fieldhouse Complex and Fieldhouse Events. CIB also shall be responsible to maintain the Virginia Avenue Parking Garage and the Staff Parking Spaces in a good and safe condition consistent with other first class parking facilities in downtown Indianapolis and in compliance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations. With respect to CIB's obligations under this Section 7(a), in the event of any emergency or any urgent situation (including situations whereby all or any portions or components of the Fieldhouse Complex are in a condition which dictate that the Fieldhouse Complex could not be usable for or there would be a material impairment of any Fieldhouse Event), Manager shall notify CIB of such emergency or urgent situation and, if CIB is not able to respond within a reasonable time period consistent with the nature of the situation (and, in all events, within a time period necessary to render the Fieldhouse Complex usable without material impairment for any Fieldhouse Event), then Manager shall have the right to remedy such situation, and CIB will be responsible for the reasonable costs and expenses thereof.

Subject to a limit of Fifty Thousand Dollars (\$50,000) per NBA Season, CIB shall pay for the cost of, or otherwise provide to Manager, (1) all Fieldhouse Complex amenities, improvements and equipment (including technologies developed or used in the future) that may be required to be installed, modified, performed or provided pursuant to changes in the NBA Rules or its broadcasting contracts from time to time after the Execution Date and (2) any replacements or repairs to existing or future amenities, improvements or equipment required pursuant to the NBA Rules or its broadcasting contracts from time to time after the Execution Date. Manager and CIB shall coordinate and cooperate with each other to effect the timely provision of such amenities or equipment in compliance with NBA Rules or its broadcasting contracts. Notwithstanding anything to the contrary set forth in this Agreement, except as expressly set forth in this paragraph, CIB shall have no responsibility or liability whatsoever for the cost of Fieldhouse Complex amenities, improvements, equipment, replacements, repairs or like items required solely as a result of changes, amendments, supplements or modifications to any NBA Rules or its broadcasting contracts after the Execution Date; provided, however, that nothing in this sentence shall be deemed to affect the obligations of CIB that CIB would otherwise be required to perform under any other provision of this Agreement if such change, amendment, supplement or modification to such NBA Rules or its broadcasting contracts had not occurred, all of such obligations of CIB described elsewhere in this Agreement being independent obligations.

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

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

CIB, rather than Manager, shall be responsible for the foregoing obligations to the extent the need therefore is caused by CIB's interference with Manager's operations and ability to undertake its obligations hereunder. If CIB fails to pay any CIB Operating Expense Item or any Operating Expense Reimbursement for a period of ninety (90) days from the date such payment is due, Manager's obligations under this Agreement to operate, maintain, promote and administrate the Fieldhouse Complex shall be limited to using commercially reasonable efforts under the circumstances until such time as the payments of CIB Operating Expense Items and Operating Expense Reimbursements are current, provided that Manager shall have a reasonable period of time after such payments are made current to re-establish the standards otherwise required by this Agreement in connection with the operation, maintenance, promotion and administration of the Fieldhouse Complex. Manager shall keep and maintain all items in the Fieldhouse Complex for which it has responsibility under this Section 7(b) in good condition and repair, consistent with the condition maintained in First-Class Arena Facilities. Manager shall be responsible for promptly making all physical changes to any portion or component of the Fieldhouse Complex which Manager is obligated to maintain under this Section 7(b) as is necessary or appropriate to cause the Fieldhouse Complex to be in compliance with new Codes respecting the physical condition of such portion or component of the Fieldhouse Complex that come into existence during the Term.

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

remainder of the Term at CIB's expense, together with interest at an annual rate of eighteen percent (18%); provided that, at any subsequent time, Manager may elect to cease undertaking such obligation and require CIB to satisfy the obligation in accordance with Section 7(a) hereof. All disputes respecting CIB's performance of its obligations under Section 7(a) hereof or the determination of issues relating thereto shall be resolved pursuant to Section 32 hereof. In addition to all other rights of Manager in this Section 7(c), Manager shall have the right to specifically enforce CIB's obligations under this Section 7.

(d) Failure of Manager to Perform Maintenance Obligations. If Manager fails to fulfill any of its obligations under Section 7(b) hereof, CIB shall have the right to notify Manager in writing, which notice shall specifically set forth the manner in which Manager has failed to fulfill such obligations (the "**CIB Maintenance Notice**"). If Manager does not commence to cure any such failure set forth in the CIB Maintenance Notice on or before fifteen (15) days after Manager's receipt of the CIB Maintenance Notice and diligently pursue such cure until completed, CIB may (but is not obligated to) undertake such uncured obligation, in which event, Manager shall be responsible to reimburse CIB for all costs and expenses associated with CIB's undertaking of such obligations, together with interest at an annual rate of eighteen percent (18%). In addition to the above-described cure rights of CIB, if Manager fails to fulfill the same (or substantially similar) obligation under Section 7(b) hereof twice in any two (2) year period, then CIB may notify Manager in writing that it is undertaking such obligation for the remainder of the Term at Manager's expense, together with interest at an annual rate of eighteen percent (18%); provided that, at any subsequent time, CIB may elect to cease undertaking such obligation and require Manager to satisfy the obligation in accordance with Section 7(b) hereof. If CIB undertakes any such Manager obligations, then so long as it uses reasonable care, CIB shall have no liability to Manager for any inconvenience, annoyance, interruption or injury to Manager's business or property resulting from performance of such obligations. All disputes regarding Manager's performance of its obligations under Section 7(b) hereof or the determination of issues relating thereto shall be resolved pursuant to Section 32. In addition to all other rights of CIB in this Section 7(d), CIB shall have the right to specifically enforce Manager's obligations under this Section 7.

(e) CIB Operating Expense Reimbursement. Commencing on July 1, 2014, CIB shall pay to Manager operating expense reimbursements in the amounts and on the dates set forth on Exhibit G attached hereto (the "**Operating Expense Reimbursements**"). The Operating Expense Reimbursements shall be used solely for the payment of Manager's expenses of operating and maintaining the Fieldhouse Complex. CIB's obligation to pay the Operating Expense Reimbursement in any year shall be subject to CIB obtaining a final appropriation in the amount of such Operating Expense Reimbursement from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to the Operating Expense Reimbursement for such fiscal year, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof.

(f) CIB Payment of Certain Operating Expenses. In addition to the Operating Expense Reimbursements, CIB shall timely pay the costs and expenses accruing on and after the Effective Date and due and payable after the date of delivery of the NBA Approval Notification in connection with the Fieldhouse Complex operating expense items listed on Exhibit H attached hereto (the "**CIB Operating Expense Items**"). Promptly following the date of delivery of the NBA Approval Notification, Manager shall submit to CIB an invoice for the CIB Operating Expenses accrued on or after the Effective Date and paid by Manager or its affiliates and CIB shall pay such invoice to Manager within thirty (30) days. Notwithstanding CIB's payment of the CIB Operating Expense Items, Manager shall make all operating decisions regarding the CIB Operating Expense Items and CIB shall have no authority to reduce the applicable quantitative or qualitative attributes of any CIB Operating Expense Items, which CIB Operating Expense Items shall remain at quantitative and qualitative levels consistent with the greater of (i) past practices at the Fieldhouse Complex, or (ii) best practices at First-Class Arena Facilities, provided that Manager shall not imprudently change its operations at or use of the Fieldhouse Complex in a manner that would materially increase the cost of the CIB Operating Expense Items. CIB's obligation to pay the CIB Operating Expense Items in any year shall be subject to CIB obtaining a final appropriation for the amount of the CIB Operating Expense Items as reasonably estimated by CIB for such year from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to the CIB Operating Expense Items for such fiscal year, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof.

(g) Refresh Improvements. CIB shall commit a total of Twenty-Six Million Five Hundred Thousand Dollars (\$26,500,000) (the "**Aggregate Refresh Budget**") over the remainder of the Initial Term following the Execution Date to be used for improvements to and furniture, fixtures and equipment for the Fieldhouse Complex, the Virginia Avenue Parking Garage and/or the Elevated Lot desired by Manager and approved by CIB that are not otherwise the responsibility of CIB hereunder (the "**Refresh Improvements**"). Without limiting the general requirement that CIB not unreasonably withhold, condition or delay its approval of any Refresh Improvements as provided in Section 24 hereof, CIB shall not be entitled to withhold, condition or delay its approval of, and shall approve, any Refresh Improvement proposed by Manager so long as such Refresh Improvement: (i) does not impair the value of the Fieldhouse Complex, the Virginia Avenue Parking Garage and/or the Elevated Lot; (ii) is not inconsistent with the Municipal Purposes Plan; (iii) is related to the Fieldhouse Complex, the Virginia Avenue Parking Garage and/or the Elevated Lot and the operation, maintenance, condition or appearance thereof; and (iv) if not physically related to the Fieldhouse Complex, the Virginia Avenue Parking Garage and/or the Elevated Lot, is not primarily for sales or marketing purposes including, but not limited to, the items listed under the "Marketing" category on Exhibit I (as distinguished from being related generally to revenue generation or improving the experience of patrons of or attendees of events at the Fieldhouse Complex). CIB shall not be required to approve any Refresh Improvement proposed by Manager that is either listed on Exhibit I or similar in function to any item listed on Exhibit I. The items listed on Exhibit J are hereby approved by CIB. Manager agrees that at least Nineteen Million Dollars (\$19,000,000) of the

Aggregate Refresh Budget (the "Exhibit J Budget") shall be used for Refresh Improvements that are listed on Exhibit J, provided that (A) this provision shall not apply if CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of the Annual Refresh Budget in CIB's annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to such Annual Refresh Budget for such fiscal year, and (B) if all of the items listed on Exhibit J are completed pursuant to plans and specifications approved by CIB for a cost of less than Nineteen Million Dollars (\$19,000,000), the remainder of the Exhibit J Budget may be used for other Refresh Improvements. CIB shall perform, at its cost, the Refresh Improvements in accordance with the standards set forth in Section 7(a) pursuant to plans and specifications approved by CIB and a mutually agreed upon schedule. The parties agree to cooperate in good faith with respect to such schedule to minimize any disruption to Fieldhouse operations and scheduled events, particularly Home Basketball Games, and maximize the availability of the Fieldhouse Complex for events. The budget for the Refresh Improvements shall be available as follows: 2014 - \$10,000,000; 2015 - \$8,000,000; 2016 - \$7,000,000; and 2018 - \$1,500,000 (each an "**Annual Refresh Budget**"). If CIB does not spend the entire Annual Refresh Budget by the end of the applicable year, the same shall not be a CIB Default hereunder so long as CIB is using good faith, diligent efforts to complete the Refresh Improvements designated by Manager to be completed in such year and CIB completes such Refresh Improvements by June 30 of the following year (or by such later date provided in a mutually agreed upon schedule). Any amount of an Annual Refresh Budget not utilized in a given year shall be carried over and shall be available for use for Refresh Improvements in any following year of the Initial Term. Manager agrees that at least \$9,500,000 of the Annual Refresh Budget for 2014 and \$7,500,000 of the Annual Refresh Budget for 2015 shall be used for Refresh Improvements that are listed on Exhibit J, provided that this provision shall not apply if CIB fails to obtain, prior to commencement of its fiscal year for 2015, approval by the appropriate fiscal body of the Annual Refresh Budget for 2015 in CIB's annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to such Annual Refresh Budget for such fiscal year. CIB's obligations with respect to spending any Annual Refresh Budget pursuant to this Section in any year shall be subject to CIB obtaining a final appropriation in the corresponding amount of the Annual Refresh Budget set forth above for such year from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of the Annual Refresh Budget in CIB's annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to such Annual Refresh Budget for such fiscal year, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof. In addition, CIB's obligations to complete and/or procure, as applicable, the Refresh Improvements pursuant to this Section shall be subject to a limit of Twenty-Six Million Five Hundred Thousand Dollars (\$26,500,000) in the aggregate over the Initial Term.

(h) Cost Saving Opportunities. If CIB identifies opportunities to realize certain operating expense cost savings at the Fieldhouse Complex, CIB and Manager will engage in good faith discussions with the goal of arriving at a mutually agreeable plan for (i) reducing such operating expenses in a manner that will not impair Manager's operations or the quality of fan experience at the Fieldhouse Complex and will continue to enable the Fieldhouse Complex to be

operated in a manner consistent with other First-Class Arena Facilities, and (ii) sharing any such operating expense savings, which may include a reduction in subsequent annual increases to the Operating Expense Reimbursements.

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

(j) Building Wi-Fi System. CIB's sole obligation with respect to the building Wi-Fi system is to reimburse Manager for up to Fifteen Thousand Dollars (\$15,000) per calendar year for any maintenance, repair, upgrade or replacement costs incurred in such calendar year. Any portion of such annual amount that is unused in a particular calendar year shall be forfeited and shall not accumulate from year to year.

SECTION 8. INSURANCE OBLIGATIONS.

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

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

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

(iii) Manager, PBLLC and/or PBLeasing shall keep (or cause to be kept) the Operator's Portion of the FF&E Package and the Video/Sound System insured against loss caused by Casualties for an amount not less than the full replacement cost thereof, with a deductible of not more than Two Hundred Fifty Thousand Dollars (\$250,000); provided, however the

maximum amount of such deductible may be increased based upon changes in the insurance market if mutually agreed upon by Manager and CIB.

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

(v) Commencing on and effective at 12:01am on a date to be mutually agreed upon by CIB and Manager (but in any event no later than ten (10) days after the date of the NBA Approval Notification), CIB shall procure and maintain (or cause to be procured and maintained), in the name of Manager, PBLLC and PBLLeasing, a policy of commercial general liability insurance against claims resulting from personal injury and bodily injury to, or death of, persons, and damage to, or loss of, property, in, on or about the Fieldhouse Complex and the Parking Facilities (other than during NBA and WNBA events as covered by the NBA/WNBA Leaguewide Insurance Program), or in any way arising out of the maintenance, repair, use, occupancy, possession or operation of the Fieldhouse Complex and the Parking Facilities (other than during NBA and WNBA events as covered by the NBA/WNBA Leaguewide Insurance Program). Such insurance policy shall (A) contain contractual liability insurance covering Manager's, PBLLC's and PBLLeasing's obligations under this Agreement and related coverages, (B) be in an amount not less than One Hundred Fifty Million Dollars (\$150,000,000) per occurrence and aggregate through a combination of primary, umbrella and excess coverages, and (C) contain customary liquor liability coverage in an amount not less than Ten Million Dollars (\$10,000,000), which liquor liability coverage shall be written as excess coverage over the primary insurance required to be carried by Manager's or PBLLC's vendors pursuant to Section 8(a)(iv) above. The policies to be maintained pursuant to this Section 8(a)(v) shall not include any self-insured retention or any deductible.

(vi) CIB shall procure and maintain (or cause to be procured and maintained) commercial general liability insurance against claims resulting from personal injury or bodily injury to, or death of, persons, and

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

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

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

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

(x) If either party fails to procure and maintain such insurance, the other party may (A) procure and maintain (or cause to be procured and maintained) the insurance and (B) recover from such failing party the cost thereof, together with interest at an annual rate of eighteen percent (18%).

(xi) Each party waives for itself and its respective insurers, any and every claim which arises, or may arise, during the Term for any and all damage to, or loss of, any of its property located within or upon, or

constituting a part, of the Fieldhouse Complex or the Parking Facilities, to the extent coverage is provided by the types of insurance policies required under this Section 8.

(xii) The insurance policies required under this Section 8 to be maintained by (or caused to be maintained by) CIB shall designate the following parties as additional insureds (to the extent not named insureds): MCCRFA, Manager, PBLLC, PBLeasing, CNO Financial Group, Inc., Bankers Life and Casualty Company and their respective parents, subsidiaries, affiliates and related entities as well as each of the aforementioned parties' respective Sponsors, lenders, officials, directors, officers, partners, members, managers, shareholders, owners, employees and agents, together with any other parties reasonably requested by Manager. The insurance policies required under Section 8(iv) to be maintained by (or caused to be maintained by PBLLC or by Manager's vendors, in the case of liquor liability) shall designate CIB and MCCRFA as additional insureds.

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

(xiv) The parties acknowledge that insurance provided by CIB under Section 8(a)(v) above is part of the CIB Operating Expense Items.

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

(xvi) After January 1, 2019 and prior to the fifth (5th) anniversary of the Execution Date, CIB and Manager shall reevaluate the coverage amounts stated in this Section 8(a) and shall increase the same as necessary pursuant to best practices at other First Class Arena Facilities.

(b) Manager Indemnity of CIB Indemnified Parties. Manager agrees to indemnify, defend and hold harmless the CIB Indemnified Parties from and against any and all losses, costs, damages, expenses, actions, causes of action, demands and claims of any nature whatsoever (including, reasonable attorneys' fees) in any way arising out of, or related to (i) Manager's or PBLLC's maintenance, repair, use, occupancy, possession and operation of the Fieldhouse Complex and/or the undertaking of Fieldhouse Events, whether performed by Manager or its agents, employees, contractors or licensees, (ii) any use, occupancy or possession of the Reserved Parking Spaces by Manager, PBLLC, or any party by, through or under Manager or PBLLC, (iii) Manager's or PBLLC's failure to fulfill any duty or obligation hereunder or under

the Parking Agreement, or (iv) Manager's or PBLLC's breach of any representations, warranties or covenants contained in this Agreement. However, the obligations of Manager under this Section 8(b) shall be limited to the extent ISC or any other user, occupant, licensee, concessionaire or lessee of the Fieldhouse Complex indemnifies CIB Indemnified Parties in a manner similar to the preceding indemnity with respect to such use, occupancy, license, concession or lease and names CIB as an additional insured under a commercial general liability insurance policy in an amount not less than Fifty Million Dollars (\$50,000,000) and otherwise complies with the terms of Section 8(a) hereof as to companies and certificates respecting such liability insurance.

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

(d) Insurance Certificate Monitoring. CIB shall provide or cause to be provided at no cost to PBLLC, Manager, or PBLLeasing, a third party certificate of insurance tracking service which shall provide insurance compliance monitoring for third party agreements, including but not limited to, suiteholder license agreements, room license agreements, event licenses, sponsorship agreements, maintenance vendor agreements, concessionaire vending agreements, security vendor agreements, outsourced building operations vendor agreements and any other building operations related agreements. The certificate of insurance tracking service shall include but not be limited to (i) obtaining and recording specific insurance requirements from each agreement provided by PBLLC, Manager, or PBLLeasing, (ii) requesting compliant and renewal certificates of insurance from third parties and (iii) reporting results of compliance, including identification of specific deficiencies to PBLLC, Manager, or PBLLeasing (as applicable).

(e) Good Will Offerings. As part of the handling of claims or potential claims that may be covered by the insurance described in Section 8(a)(v), Manager or PBLLC may, at its option from time to time, make good will offerings or other similar voluntary, informal arrangements (collectively, "**Gestures**") to or with a patron or guest of the Fieldhouse Complex

and the cost of any such Gestures shall be the sole financial responsibility of Manager or PBLLC, as applicable. No Gestures shall prevent an actual claim from being filed or honored under the insurance described in Section 8(a)(v) (subject to applicable policy terms for such coverage being met), provided that no claim for the cost or expense associated with any Gestures shall be covered.

SECTION 9. TAXES.

(a) Real and Personal Property Taxes. Because title to the Fieldhouse Complex, the Virginia Avenue Parking Garage and the fixtures, equipment and other personal property and improvements owned by CIB is and shall remain in CIB, and because of the Municipal Purposes served by the operation of the Fieldhouse, it is expected that there will be no real or personal property taxes imposed with respect to the Fieldhouse Complex, the Virginia Avenue Parking Garage or such fixtures, equipment and other personal property and improvements owned by CIB. If any real or personal property taxes, or special or other assessments, are imposed during the Term against the Fieldhouse Complex or this Agreement, Manager's interest in any of the foregoing or in such fixtures, equipment and other personal property as are used in connection with the Fieldhouse Complex, then CIB shall be responsible for the payment of such taxes, with the exception of the Operator's Portion of the FF&E Package; provided that, notwithstanding the foregoing, during the Term, Manager shall be responsible for the payment of all personal property taxes relating to all other trade fixtures, equipment and personal property located in the Fieldhouse Complex, any improvements to the Fieldhouse Complex made by Manager and the Operator's Portion of the FF&E Package; and, provided further, that Manager shall be responsible for any real estate taxes that may be assessed against the leasehold interests of any of Manager's tenants in the Fieldhouse Complex. In no event shall Manager be responsible for any real estate or personal property taxes assessed against any leasehold interest or other interest relating to the right of Manager or others claiming by or through Manager to occupy a portion of the Fieldhouse or use the Owner's Portion of the FF&E Package.

(b) Discriminatory Taxes. CIB shall reimburse Manager and PBLLC for the amount of Discriminatory Taxes incurred by Manager or PBLLC, which reimbursement shall be made by CIB no later than the 15th of the month following the month in which CIB is in receipt of an invoice therefor from Manager, along with reasonable supporting documentation of the payment of such amount, assuming that CIB received such invoice on or prior to the 25th of such month (or if receipt occurs after the 25th of a month, CIB shall pay such amount no later than the 15th of the second following month). For purposes of this Agreement, a Discriminatory Tax shall be deemed to have been incurred by Manager or PBLLC whether such Discriminatory Tax is levied upon Manager, PBLLC, a PBLLC Affiliate or their respective employees, agents, contractors, invitees, patrons, licensees, customers, attendees, spectators, ticket holders, visiting NBA teams (and their employees, agents, contractors and invitees) or press and media personnel to whom Manager or PBLLC has given the right or a license to use or occupy the Fieldhouse Complex (or any portion thereof) in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, "**Discriminatory Taxes**" shall mean any tax, user fee or other monetary obligation, fee, charge or penalty imposed or increased after the Execution Date directly or indirectly by CIB, MCCRFA, the County of Marion, Indiana or the City of Indianapolis, Indiana, or any affiliate or related municipal entity of any of the foregoing (except as specifically mandated or required to be so imposed or increased by the State of Indiana or any

other state or federal governmental entity), associated with attendance or participation of any entity or person at any event at the Fieldhouse Complex, the licensing of any Fieldhouse suite, or the income derived by Manager, PBLLC or their employees as a result of Home Basketball Games being played at the Fieldhouse, which tax, user fee or other mandatory obligation, fee, charge or penalty is not imposed in a proportionate and comparable manner upon those entities or persons attending or participating in events in all venues owned, controlled or operated, directly or indirectly, by CIB, MCCRFA, the County of Marion, Indiana or the City of Indianapolis, Indiana, or any affiliate or related municipal entity of any of the foregoing, and seating more than five thousand (5,000) persons, including Lucas Oil Stadium and Victory Field and any other venue in which professional basketball, baseball, football, hockey, soccer or any other professional sport is then played, the licensing of suites in such venues, the rental payments made by the tenants of such venues, or the income derived by the tenants of such venues or such tenants' employees.

SECTION 10. EMINENT DOMAIN, DAMAGE AND DESTRUCTION.

(a) Eminent Domain.

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

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

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

premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven.

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

(b) Destruction or Damage. If the Fieldhouse Complex, or any portion thereof, is destroyed or damaged by fire, casualty or such other cause, and the repair or replacement necessitated by such destruction or damage exceeds the scope of the obligations of Manager under Section 7 hereof to perform repair or replacement then CIB, as soon as reasonably is possible, shall rebuild, repair and restore the Fieldhouse Complex as nearly as possible to the condition which existed immediately prior to such destruction or damage, and, so long as CIB makes available to PBLLC (i) Lucas Oil Stadium for its Home Basketball Games, including the right to use of club seats (if any), suites, parking in amount and proximity comparable to that available for the Fieldhouse Complex, and the right to receive all revenues for advertising, signage and concessions, or (ii) some other location acceptable to PBLLC on terms acceptable to PBLLC, then this Agreement shall remain in full force and effect, otherwise this Agreement shall terminate and neither PBLLC nor Manager shall be obligated to pay any termination fee or other cost, fee, premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven. Notwithstanding the foregoing, if, for any reason, it takes CIB (or is reasonably projected in writing by the Market Professional(s) to take CIB) longer than six (6) months from the date of the destruction or damage to repair or restore the Fieldhouse Complex, then either Manager or CIB shall have the right to terminate this Agreement by delivering written notice to the other party within thirty (30) days after Manager and CIB are notified in writing by the Market Professional(s) of its decision. In the event of a termination of this Agreement under the terms of the preceding sentence, neither PBLLC nor Manager shall be obligated to pay any termination fee or any other cost, fee, premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven. In no event shall CIB be responsible to repair, restore or replace any damage to or destruction of PBLLC's or Manager's trade fixtures, personal property or equipment. In all events, Manager shall remain responsible to perform any repairs and replacements necessitated by damage or destruction, if the repair or replacement is within the scope of the obligations of Manager under Section 7 hereof to perform repair and replacement. To the extent that Manager is required to repair or replace all or any portion of the Fieldhouse Complex in accordance with this Section 10, (A) Manager shall have access to casualty insurance proceeds necessary to meet such obligations, and (B) CIB shall be obligated to reimburse Manager in the amount of any deductible related to such insurance coverage.

SECTION 11. SALE OF PBLLC.

(a) Statement of Intent. The Herbert Simon Trust, the direct or indirect owner of all of the outstanding PBLLC Membership Interests, may desire to sell or transfer the PBLLC Membership Interests or to cause PBLLC to sell or transfer all or substantially all of the assets of PBLLC (including all of PBLLC's rights in and to its NBA franchise agreement, the Indiana Pacers' name and logo, all Indiana Pacers' coach and player contracts, all broadcasting contracts, all revenue sharing or generating agreements of any nature, and all equipment, trade fixtures, and

other personalty used in connection with the operation of the Indiana Pacers and PBLLC's business), whether or not located in or attached to the Fieldhouse Complex (the "**PBLLC Assets**"). In the event of such a transaction, it is the desire of CIB that a person or party acceptable to CIB, have the opportunity to acquire the PBLLC Membership Interests or the PBLLC Assets under certain circumstances, as expressly set forth in this Section 11. CIB, PBLLC, Manager and the Herbert Simon Trust acknowledge and agree that the provisions of this Section 11 shall control any such transaction.

(b) Membership Interests Statement. PBLLC shall place the following legend on any certificate evidencing membership interests in PBLLC:

"The membership interests represented by this certificate are subject to the terms and conditions of Section 11 of the Amended and Restated Fieldhouse Operating Agreement, with an effective date of January 1, 2014, by and between the Marion County Convention and Recreational Facilities Authority, Capital Improvement Board of Managers of Marion County, Indiana, Pacers Basketball, LLC, PBLLeasing, LLC and Fieldhouse Management, LLC and joined in by the Herbert Simon Revocable Trust; copies of such agreements are on file at the office of Pacers Basketball, LLC."

(c) Excepted Dispositions. A sale or transfer of any PBLLC Membership Interest, including, without limitation, in connection with the additional issuance of one or more classes of PBLLC Membership Interests, shall not be considered to be a disposition of PBLLC Membership Interests for the purposes of Section 11(e) hereof if (i) after any such sale or transfer of PBLLC Membership Interests, Herbert Simon, the Herbert Simon Trust, Simon Affiliates or the Simon Family Affiliates continue to own such PBLLC Membership Interests as are necessary to control the election of a majority of the board of managers of PBLLC and control the decision to sell all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets, and (ii) the transferee, in writing, acknowledges the rights of CIB and the covenants of PBLLC under this Agreement and the Parking Agreement and agrees to be bound by the provisions of this Section 11 and the provisions of Sections 29(c) and 29(d) hereof to the extent applicable to the transferred PBLLC Membership Interests. For the avoidance of doubt, any sale or transfer of PBLLC Membership Interests that meets the requirements of clauses (i) and (ii) of the preceding sentence shall not be considered to be a disposition of PBLLC Membership Interests for the purposes of Section 11(e) hereof and no restrictions shall apply to and no consent shall be required in connection with any such sale or transfer.

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

(i) subject to the terms and conditions of Section 11(e) hereof, a sale of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets, including a sale of all of the following assets: PBLLC's NBA franchise; the Indiana Pacers' name and logo; all Indiana Pacers' coach and

player contracts; all broadcasting contracts; all revenue sharing or generating agreements of any nature; and substantially all of the equipment, trade fixtures and other personalty used in connection with the operation of the Indiana Pacers (whether or not located in, or attached to, the Fieldhouse Complex);

(ii) free of the terms and conditions of Section 11(e) hereof, any other sale of PBLLC's Assets, so long as:

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

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

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

(D) after any such sale, a majority of the outstanding voting membership interests in Manager continue to be held by PBLLC, Herbert Simon, the Herbert Simon Trust, Simon Affiliates and/or the Simon Family Affiliates.

(iii) free of the terms and conditions of Section 11(e) hereof, any sale or transfer of any PBLLC Asset which is outmoded, inefficient, has outlived its useful life or is obsolete with respect to PBLLC's or Manager's business or the operation of the Fieldhouse Complex or such PBLLC Asset has reached its Replacement Threshold; or

(iv) free of the terms and conditions of Section 11(e) hereof, any transactions involving player contracts or player trades.

Any purchaser of all of the PBLLC Assets or of a Substantial Portion of PBLLC's Assets shall be required by PBLLC under the respective purchase and sale documents, to assume all of PBLLC's and Manager's duties and obligations under this Agreement and the Parking Agreement, and upon the execution of such assumption document acceptable in form and substance to CIB, CIB will release the PB Parties from all of their duties and obligations under this Agreement and the Parking Agreement. Notwithstanding anything to the contrary herein, any sale or transfer of membership interests in or the assets of Fever Basketball, LLC shall not be considered to be a

disposition of a Substantial Portion of PBLLC's Assets and no restrictions shall apply to and no consent shall be required in connection with any such sale or transfer.

(e) **Right of First Refusal.** If the Herbert Simon Trust or another holder of PBLLC Membership Interests (a "**PBLLC Membership Interest Transferor**"), with respect to a sale of the PBLLC Membership Interests not excepted from this Section 11(e) pursuant to the terms of Section 11(c) hereof, or PBLLC, with respect to a sale of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets not free of the terms and conditions of this Section 11(e) pursuant to the terms of Section 11(d) hereof, shall enter into meaningful negotiations with a third party in that respect (such 'meaningful negotiations' to be defined as trading drafts of a term sheet, letter of intent, purchase and sale agreement or other similar document), then the PBLLC Membership Interest Transferor or PBLLC, as applicable, shall deliver to CIB written notice advising CIB that such negotiations have commenced and identifying the party with whom the PBLLC Membership Interest Transferor or PBLLC is negotiating, provided that CIB shall maintain the identity of such party as confidential to the extent permitted by applicable law. If PBLLC Membership Interest Transferor or PBLLC, as applicable, has notified CIB of meaningful negotiations and is prepared to accept an offer (the "**Acceptable Offer**") to sell PBLLC Membership Interests not excepted from this Section 11(e) under the terms of Section 11(c) hereof or all the PBLLC Assets or the Substantial Portion of PBLLC's Assets not free of the terms and conditions of this Section 11(e) pursuant to the terms of Section 11(d) hereof for sale to an identified third party, then the PBLLC Membership Interest Transferor or PBLLC, as applicable, shall deliver to CIB written notice of the Acceptable Offer together with a copy of the Acceptable Offer, which Acceptable Offer shall be maintained as confidential by CIB to the extent permitted by applicable law. CIB (or, if the NBA Rules do not permit CIB to own such membership interests or assets, which CIB acknowledges is currently the case, its Nominee) shall have the right to notify the PBLLC Membership Interest Transferor or PBLLC, as applicable, in writing that CIB (or its Nominee) will acquire the PBLLC Membership Interests or the PBLLC Assets which are proposed to be sold pursuant to the Acceptable Offer for the Economic Value and otherwise on the terms and conditions set forth in the Acceptable Offer (the "**Right of First Refusal**"); provided that CIB (or its Nominee) must exercise such right within the longer of: (i) forty-five (45) days after CIB receives a copy of the Acceptable Offer; or (ii) ninety (90) days after CIB receives notice that meaningful negotiations have commenced. CIB acknowledges that any purchase pursuant to the Right of First Refusal shall be subject to the NBA Rules and the procedures of the NBA then in effect, including without limitation that the execution of any purchase agreement and consummation of any proposed purchase be subject to NBA approval in its absolute discretion. If CIB (or its Nominee) timely exercises such right in writing, CIB (or its Nominee) and the PBLLC Membership Interest Transferor or PBLLC, as applicable, promptly (but in any event within fifty-two (52) days after the exercise of the Right of First Refusal) shall enter into a purchase agreement memorializing such terms and conditions of the Acceptable Offer (the "**Purchase Agreement**" for purposes of this Section 11(e)). If CIB (or its Nominee) exercises the Right of First Refusal, CIB (or its Nominee) may also simultaneously notify any other holders of PBLLC Membership Interests that it will acquire such Membership Interests on the same terms as the Acceptable Offer, in which event the holders of such Membership Interests shall sell the same to CIB (or its Nominee) on the same terms as the Purchase Agreement and CIB (or its Nominee) and the holders of such Membership Interests shall enter into an agreement to that effect and consistent with the other relevant terms of this Section 11(e). If CIB (or its Nominee) exercises its right of first refusal provided in this Section

11(e) to acquire PBLLC Membership Interests under the terms of an Acceptable Offer, any holder of PBLLC Membership Interests, upon written demand to CIB (or its Nominee), may require CIB (or its Nominee) to acquire all of such holder's PBLLC Membership Interests from the person making such demand on the same terms and conditions and for the same Economic Value (based upon the same per-share valuation) as set forth in the Acceptable Offer, and upon written demand from any such holder of PBLLC Membership Interests, CIB (or its Nominee) shall enter into a purchase agreement with such holder(s) memorializing such terms and conditions of the purchase of the particular PBLLC Membership Interests from such holder(s) on terms consistent with the relevant terms of this Section 11(e). Upon the written exercise of the Right of First Refusal, CIB (or its Nominee) shall deposit with PBLLC, or the holders of PBLLC Membership Interests, as the case may be, an amount equal to ten percent (10%) of the Economic Value (the "**Earnest Money Payment**" for purposes of this Section 11(e)) of the PBLLC Membership Interests or the PBLLC Assets being purchased, and CIB (or its Nominee), PBLLC, or the holders of PBLLC Membership Interests, as the case may be, irrevocably shall be committed to close the sale in accordance with and subject to the terms and conditions of the Purchase Agreement, the NBA Rules and procedures of the NBA. If the NBA Rules prohibit CIB from owning such membership interests or assets (as they currently do), then (i) a nominee of CIB that is permitted by the NBA Rules to complete the acquisition of PBLLC Membership Interests and/or all of the PBLLC Assets subject to such sale (its "**Nominee**") must (A) commit to cause the Indiana Pacers to continue to play all of its regular season and playoff Home Basketball Games in the Fieldhouse Complex for the remainder of the Term in accordance with Section 4(b), (B) acknowledge, in writing, the rights of CIB under this Agreement and the Parking Agreement, (C) in the event of a purchase of PBLLC Membership Interests, agree, in writing, to be bound by the provisions of this Section 11 and Section 29 hereof, and (D) in the event of a purchase of PBLLC Assets, agree, in writing, to be bound by all of the obligations of Manager and PBLLC under this Agreement and the Parking Agreement, and (ii) CIB shall remain liable to fulfill all obligations of the Nominee in connection with the Right of First Refusal. If approval by the NBA is required for the acquisition of PBLLC Membership Interests or the PBLLC Assets by CIB (or its Nominee) (which is the case under current NBA Rules), then CIB (or its Nominee) shall submit a request for such approval promptly following exercise of the Right of First Refusal and diligently pursue such approval and PBLLC agrees to use its best efforts, at no material cost to PBLLC, to assist CIB (or its Nominee) in securing such approval. The closing of the sale of PBLLC Membership Interests or the PBLLC Assets to CIB (or its Nominee) shall take place within fifteen (15) days after approval by the NBA (or such earlier date as agreed upon by the parties). Notwithstanding anything to the contrary herein, in the event of a closing with respect to a sale of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets to CIB (or its Nominee) pursuant to this Section 11(e), CIB shall elect that either (i) this Agreement shall terminate and upon such termination, any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be deemed to have been forgiven and no termination fee or any other cost, fee, premium or penalty shall be due to CIB from PBLLC or Manager, provided that CIB may provide by separate agreement with its Nominee for the payment of such amounts by its Nominee, or (ii) PBLLC's and Manager's interest in this Agreement and the Parking Agreement shall be assigned to and assumed by CIB's Nominee and none of the PB Parties shall have any further obligations or liability under this Agreement or the Parking Agreement. If approval by the NBA is not required for the acquisition of PBLLC Membership Interests or all or substantially all of the PBLLC

Assets by CIB, or its Nominee, then the closing shall take place within ninety (90) days after receipt by the PBLLC Membership Interest Transferor or PBLLC of CIB's notice of its intention to exercise its Right of First Refusal. If approval by the NBA is required and either (i) the NBA denies approval of execution of the Purchase Agreement or consummation of the acquisition by CIB (or its Nominee) of the PBLLC Membership Interests or the PBLLC Assets, or (ii) the NBA does not approve the acquisition by CIB (or its Nominee) of the PBLLC Membership Interests or the PBLLC Assets within two hundred twenty-five (225) days after the exercise of the Right of First Refusal, then the Purchase Agreement shall terminate, the PBLLC Membership Interest Transferor or PBLLC, as the case may be, shall promptly shall return the entire Earnest Money Payment to CIB (or its Nominee) and PBLLC and/or the PBLLC Membership Interest Transferor shall be entitled to consummate the sale pursuant to the terms of the Acceptable Offer. If (i) PBLLC or the holder of any PBLLC Membership Interest is undertaking any sale or transfer which triggers the Right of First Refusal, and (ii) CIB (or its Nominee) chooses not to exercise the Right of First Refusal or exercises the Right of First Refusal but defaults and fails to close pursuant to the terms of this Section 11(e), then the Right of First Refusal and CIB's other rights under this Section 11(e) shall terminate and be of no further force or effect.

(f) No Encumbrances. PBLLC shall not encumber or pledge as security the Indiana Pacers' NBA franchise, the Indiana Pacers' name or logo or any Indiana Pacers' coach or player contracts in any manner that would limit, reduce, diminish or defeat the rights of CIB under Section 11(e) hereof; provided, however, nothing contained in this Section 11(f) shall be deemed to prohibit PBLLC from granting a mortgage or any security interest in any PBLLC Assets, so long as PBLLC provides CIB with prior written notice of its intent to grant any such security interest and such security interest is granted pursuant to documents approved in advance by CIB for the sole purpose of insuring that its rights and remedies under this Agreement (including, without limitation, its rights under this Section 11) are not impaired and provided that if CIB does not deny approval within forty-five (45) days after the receipt of such documents, CIB shall be deemed to have approved such documents.

SECTION 12. ALTERATIONS AND INSPECTIONS.

(a) Fieldhouse Alterations. Manager shall not have the right to make material additions, improvements, changes and alterations to the Fieldhouse Complex, without the prior written consent of CIB. CIB shall have thirty (30) days after receipt of Manager's written request for approval of additions, improvements, changes and alterations, together with plans and specifications therefore, to approve or deny Manager's request. If CIB fails to respond to Manager's request within such thirty (30) day period, Manager's request shall be deemed approved by CIB. For the purposes of this Section 12, additions, improvements and alterations to the Fieldhouse Complex shall be deemed material to the extent that any such addition, improvement or alteration (i) will cost, in the aggregate, an amount greater than, or equal to the Approved Alteration Amount, (ii) will affect the structural elements or materially alter the exterior appearance of the Fieldhouse Complex, (iii) will materially adversely affect the usability of the Fieldhouse Complex for Fieldhouse Events other than Indiana Pacers games, or (iv) will materially increase or expand CIB's maintenance obligations as set forth in Section 7(a) hereof or the cost or difficulty of satisfying such obligation. With respect to any addition, improvement, change or alteration to the Fieldhouse Complex which is permitted in accordance with this Section 12, CIB shall cooperate with Manager in a reasonable manner (at no cost or expense to

CIB) in applying for and obtaining required permits, approvals and covenants. Manager shall (A) indemnify CIB and the CIB Indemnified Parties from and against all actions, causes of action, demands and claims of any nature whatsoever (including reasonable attorneys' fees) for injury to, or death of, persons, or damage to, or loss of, property in any way arising out of any additions, improvements, changes or alterations to the Fieldhouse Complex undertaken by Manager or by a person or entity under contract with Manager, and (B) complete all such additions, improvements, changes or alterations in a good, safe and workmanlike manner, and in compliance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations. Manager shall be responsible for obtaining any and all permits, consents and approvals required prior to commencing any such work on additions, improvements, changes or alterations. Additionally, all contracts for additions, improvements and alterations to the Fieldhouse Complex shall comply with all applicable laws. All work relating to such material additions, improvements or alterations shall be undertaken and completed in accordance with approved plans and specifications. Reasonably promptly after the completion of the alteration, Manager shall provide as-built drawings to CIB showing the alterations.

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

SECTION 13. EVENTS OF DEFAULT.

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

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

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

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

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

being made; or the making by Manager or PBLLC of a general assignment for the benefit of creditors; or

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

(b) Remedies of CIB. Upon an Event of Default, CIB shall have the right to offset the amount by which PBLLC or Manager fails to pay against the sums due from CIB to PBLLC or Manager, from time to time, under this Agreement. Upon an Event of Default: (i) of the nature described in clauses 13(a)(i), (ii) or (iv) above, CIB shall also have the right, without any further notice or demand whatsoever, to terminate and cancel this Agreement (with the exception of any remedies which are applicable as a result of the event causing such termination); or (ii) of the nature described in clauses 13(a)(i), (ii) or (iv) above, CIB shall have the right, without any further notice or demand whatsoever, (A) to perform such acts as are necessary to cure such Event of Default and to recover the reasonable cost of so doing, and/or (B) specifically enforce any of CIB's rights or Manager's or PBLLC's obligations hereunder. PBLLC and Manager hereby acknowledge, agree and stipulate that (1) the public economic, civic and social benefits from the Indiana Pacers playing NBA basketball games in the Fieldhouse Complex as required by this Agreement are unique, extraordinary and immeasurable, (2) the subject matter of this Agreement is unique, (3) the CIB, the City of Indianapolis, Marion County, State of Indiana and the public at large will suffer immediate, unique and irreparable harm for which there would be no adequate remedy at law in the event that PBLLC or Manager breach their respective obligations under Sections 4(b), 4(c), 4(f), 4(h) or 11 hereof, and (4) money damages for any such breach could not adequately compensate CIB. PBLLC and Manager hereby further acknowledge, agree and stipulate that (A) in addition to all other remedies to which the CIB may be entitled, the CIB shall be entitled, after posting bond or other security as may be required by a court of competent jurisdiction (subject to any applicable exemption pursuant to applicable statute or trial rule, if any) and without any further showing of irreparable harm, balance of harms or the inadequacy of money damages as a remedy, to obtain from a court of competent jurisdiction (subject to Section 36 hereof) specific performance and any other temporary, preliminary or permanent injunctive relief for any breach or threatened or imminent breach of Sections 4(b), 4(c), 4(f), 4(h) or 11 hereof, and (B) the administration of a properly-tailored order for such relief under such circumstances would not be impractical. PBLLC and Manager hereby expressly waive the right to assert any claim contrary to any of the acknowledgements and stipulations set forth in the prior two sentences. CIB, PBLLC and Manager hereby agree that Section 32 hereof may not be invoked with respect to any breach or threatened or imminent breach of Sections 4(b), 4(c), 4(f), 4(h) or 11 hereof. The rights and remedies set forth in this Section 13(b), together with CIB's rights and remedies as set forth in the Parking Agreement, shall be the sole remedies of CIB for any Event of Default hereunder. Manager and PBLLC shall be responsible to CIB for all costs and expenses incurred by CIB in successfully enforcing its rights or Manager's or PBLLC's obligations hereunder, including all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

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

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

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

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

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

(d) Remedies of PBLLC and Manager. Upon a CIB Default, Manager and PBLLC shall have the right to offset the amount which CIB fails to pay against the sums due from Manager or PBLLC to CIB, from time to time, under this Agreement. Upon a CIB Default under clauses (c)(i), (ii) or (iv) above, Manager and PBLLC shall also have the right, without any further notice or demand whatsoever, to (i) perform such acts as are necessary to cure the CIB Default, (ii) to recover the reasonable costs of so curing, and (iii) specifically enforce any of Manager's or PBLLC's rights or CIB's obligations hereunder. Upon (A) a CIB Default under clause (c)(i) above for the failure to pay (despite receiving a final appropriation from the appropriate fiscal body of an amount corresponding thereto) any Video/Sound System License Fee, Operating Expense Reimbursement or CIB Operating Expense Item, or (B) the failure of CIB, for a period of forty-five (45) days, to pay the amount of any final, non-appealable judgment rendered against CIB hereunder, PBLLC shall also have the right, at PBLLC's option, to terminate this Agreement on behalf of the PB Parties by written notice to CIB, and upon such termination, any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be deemed to have been forgiven and no termination fee or any other cost, fee, premium or penalty shall be due to CIB. The rights and remedies set forth in this Section 13(d), together with PBLLC's rights and remedies as set forth in the Parking Agreement, shall be the sole remedies for any CIB Default hereunder. CIB shall be responsible to Manager and PBLLC for all costs and expenses incurred by Manager or PBLLC in successfully enforcing their rights or CIB's obligations hereunder, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

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

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

(b) Title to Property. Title to the Fieldhouse Complex, including all fixtures, equipment and other personal property or improvements located therein or attached thereto, from time to time, by, at the request of, or as a result of a contract with, CIB or MCCRFA shall be and remain in MCCRFA and leased to CIB under the MCCRFA Lease (or, if CIB has acquired the fee simple interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall be and remain in CIB), including all fixtures, equipment and other personal property or improvements located therein or attached thereto in the satisfaction by CIB of its obligations under this Agreement and the Parking Agreement. Title to trade fixtures, equipment and other personal property heretofore or hereafter placed in, or attached to, the Fieldhouse Complex by PBLLC's or Manager's tenants, licensees or concessionaires shall be controlled by PBLLC's or Manager's agreement with any such licensee or concessionaire. Such tenants, licensees and concessionaires of PBLLC or Manager shall be permitted to remove their respective fixtures, equipment and other personal property in accordance with their respective agreements with PBLLC or Manager; provided that Manager shall be responsible for all damage and/or injury caused by such removal. Title to trade fixtures, equipment and other personal property heretofore or hereafter placed in, or attached to, the Fieldhouse Complex by PBLLC, Manager or their tenants, licensees, or concessionaires shall not rest in CIB or MCCRFA and may be removed at any time during the Term by Manager, with any resulting damage being Manager's sole obligation; provided that, subject to agreements between PBLLC or Manager and their tenants, licensees and concessionaires, title to any fixture, trade fixture or equipment placed in, or attached to, the Fieldhouse Complex by PBLLC, PBLeasing or Manager, which is integral or otherwise necessary with respect to the operation of the Fieldhouse Complex and the successful undertaking of Fieldhouse Events (including, but not limited to the Video/Sound System, the Scheduled Capital Repairs and Replacements and the Refresh Improvements) shall vest in MCCRFA subject to the MCCRFA Lease with CIB (or, if CIB has acquired the fee simple

interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall vest in CIB) upon the expiration or earlier termination of this Agreement, and, though title to such fixtures, trade fixtures and equipment shall be vested in PBLLC, PBLLeasing, or Manager during the Term, none of PBLLC, PBLLeasing nor Manager shall have the right during the Term to remove such fixtures, trade fixtures and equipment from the Fieldhouse Complex without the prior written consent of CIB. If Manager does not so remove any trade fixtures, equipment and other personal property or improvements owned by PBLLC or Manager prior to the date that is ninety (90) days after the expiration or earlier termination of the Term, then CIB, upon termination of this Agreement may, at its option, (i) treat any such item as having been abandoned, in which event it shall become the property of MCCRFA subject to the MCCRFA Lease with CIB (or, if CIB has acquired the fee simple interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall become the property of CIB), to be retained or disposed of at CIB's cost in such manner as CIB may deem appropriate or (ii) require Manager to remove any such item.

(c) Disposal of Property. Manager, in its reasonable business judgment and in compliance with all applicable laws, codes, statutes, rules and regulations, may sell or dispose of any portion of the Owner's Portion of FF&E Package or other fixtures, equipment and other personal property or improvements belonging to CIB and used in connection with the operation of the Fieldhouse Complex, that is outmoded, inefficient, has outlived its useful life or is obsolete with respect to the operation of the Fieldhouse Complex, provided that in the case of any item that has material value and can be sold or traded, the proceeds resulting from such sale or trade are used to acquire additional items in the name of CIB for the operation of the Fieldhouse Complex and that in the case of any item that has no material value or cannot be readily traded or sold, such item may be disposed of as deemed appropriate by Manager, including but not limited to donation to a not-for-profit organization. Manager shall not sell or dispose of any item owned by CIB to PBLLC, a PBLLC Affiliate, a Simon Affiliate or a Simon Family Affiliate in a transaction that yields below a Prevailing Rate Payment. Manager and CIB shall adhere to the following procedure, pursuant to which CIB shall have the right to monitor, tag and trace all aspects of the Owner's Portion of the FF&E Package, and other fixtures, equipment and personal property at the Fieldhouse belonging to CIB:

1. CIB shall have access to the Fieldhouse Complex for the purposes of marking and/or tagging all aspects of the Owner's Portion of the FF&E Package, which access shall be provided between 9:00 a.m. to 5:00 p.m., Monday through Friday upon the request of the CIB, provided such process will be performed with Manager's representative(s) and at a time and in a manner so as not materially to interfere with the operation of the Fieldhouse.
2. CIB shall have the right to conduct an annual audit of the Fieldhouse Complex, using CIB employees or other agents reasonably acceptable to Manager in order to confirm that all aspects of the Owner's Portion of the FF&E Package are located within the Fieldhouse Complex, which audit shall be at a mutually agreed upon time and with Manager's representative(s).

3. If, as a result of the annual audit of the Fieldhouse Complex, it is determined that certain aspects of the Owner's Portion of the FF&E Package are not located within the Fieldhouse Complex and such items or aspects were not disposed of by Manager in the manner provided in this Section 14(c), then Manager promptly shall replace such missing or unlocatable items upon the written direction of the CIB, which replacement shall be at the expense of Manager to the extent not covered by the insurance required to be carried by the CIB under Section 8(a)(i) hereof and Manager shall be responsible for any deductible.
4. Any dispute relating to this procedure, the results of the audit or the responsibility for the replacement of any item shall be subject to the Arbitration Procedure.

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

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

SECTION 15. AUTHORIZATION AND EXECUTION BY CIB AND MCCRFA.

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

SECTION 16. AUTHORIZATION AND EXECUTION BY PB PARTIES.

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

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

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

SECTION 17. ENVIRONMENTAL MATTERS.

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

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

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

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

(iv) Neither the Real Estate nor the Fieldhouse Complex is "property" within the meaning set forth in the Indiana Responsible Property Transfer Law, I.C. 13-25-3-1 et seq.

SECTION 18. NOTICES.

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

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

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

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

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

With a copy to: Phillip L. Bayt, Esq.
Matthew G. DeLaruelle, Esq.
Ice Miller LLP
One American Square
Suite 2900
Indianapolis, Indiana 46282-0002

CIB: Mr. Augustus Levensgood
Executive Director
Indiana Convention Center
100 S. Capitol Avenue
Indianapolis, Indiana 46225

With a copy to: Capital Improvement Board of Managers of Marion
County, Indiana
100 S. Capitol Avenue
Indianapolis, Indiana 46225
Attention: President

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

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

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

SECTION 19. PBLLC EXCULPATION.

Subject to the provisions of Section 11 hereof and the obligations of the holders of PBLLC Membership Interests thereunder, but otherwise notwithstanding anything in this Agreement to the contrary, CIB agrees that, no officer, employee, manager or member in or of PBLLC, PBLLeasing or Manager or of any of their respective successors or assigns, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against PBLLC, PBLLeasing or Manager, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 19 shall relieve any person or entity for liability or damages from fraud.

SECTION 20. CIB AND MCCRFA EXCULPATION.

Notwithstanding anything in this Agreement to the contrary, PBLLC, PBLLeasing and Manager agree that, no officer, director, manager, board member, agent or employee in or of CIB or of MCCRFA, or of any successor or assign of either of them, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against CIB or MCCRFA, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be

performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 20 shall relieve any person or entity for liability or damages from fraud.

SECTION 21. COOPERATION.

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

SECTION 22. SUCCESSORS AND ASSIGNS.

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

SECTION 23. TIME IS OF THE ESSENCE.

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

SECTION 24. COOPERATION BETWEEN PARTIES.

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

SECTION 25. INTENTIONALLY DELETED.

SECTION 26. ENTIRE AGREEMENT.

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

SECTION 27. JOINDER.

The Herbert Simon Trust joins herein for the sole purpose of agreeing to the provisions affecting it contained in Section 11 hereof and shall have no liabilities, responsibilities or obligations hereunder, except for those specifically set forth in Section 11 hereof. Herbert Simon joins herein for the sole purpose of acknowledging that he is no longer a party to this Agreement and the parties hereto agree that Herbert Simon shall have no liabilities, responsibilities or obligations hereunder.

SECTION 28. GUARANTIES.

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

SECTION 29. TERMINATION.

(a) Termination Due to Unenforceability. The parties agree that the indemnities and other material obligations of CIB are a fundamental part of the consideration to induce the PB Parties to enter into this Agreement. If (i) CIB fails or refuses to honor any indemnity benefitting a PBLLC Indemnified Party hereunder or under the Parking Agreement and such indemnity is found by a court of competent jurisdiction to be unenforceable against CIB, or (ii) CIB or MCCRFA fail or refuse to fulfill (or cause to be fulfilled) any material obligation or breach any material representation of CIB or MCCRFA under this Agreement or the Parking Agreement and any such obligation or breach of representation is found by a court of competent

jurisdiction to be unenforceable against CIB or MCCRFA, Manager, at its option, may, upon written notice to CIB, terminate this Agreement on behalf of the PB Parties without the payment of a termination fee or any other cost, fee, premium or penalty and have forgiven any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans.

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

(c) Early Termination Following the Death of Herbert Simon. If at any time after the death of Herbert Simon, PBLLC's lender(s) call PBLLC's loan(s) or such loan(s) otherwise mature (either a "**Maturity Event**"), PBLLC may give notice to CIB of such Maturity Event. PBLLC shall use good faith commercially reasonable efforts to refinance the called/matured loan(s) or obtain replacement financing on a non-recourse basis on commercially reasonable terms in relation to the continued operations of PBLLC ("**Non-recourse Financing**"). If PBLLC is not able to obtain such Non-recourse Financing within sixty (60) days of notice to CIB of the Maturity Event, PBLLC may provide notice to CIB of its desire for CIB to assist PBLLC in obtaining Non-recourse Financing (a "**Financing Assistance Notice**"). PBLLC may give notice to CIB of its intent to terminate this Agreement (a "**Notice of Intention to Terminate**") at any time following the earlier to occur of (x) CIB failing to agree in writing, within fifteen (15) days of a Financing Assistance Notice, to use good faith reasonable efforts to assist PBLLC to obtain Non-recourse Financing, (y) at any time after CIB so agrees in writing, CIB notifying PBLLC that CIB is no longer willing or able to assist PBLLC to obtain Non-recourse Financing or CIB otherwise fails to use good faith reasonable efforts to assist PBLLC to obtain Non-recourse Financing, or (z) PBLLC failing to obtain Non-recourse Financing by the Financing Deadline. If CIB timely agrees in writing to use good faith reasonable efforts to assist PBLLC to obtain Non-recourse Financing, PBLLC shall cooperate in good faith with CIB's efforts and continue to use good faith commercially reasonable efforts to obtain Non-recourse Financing. For purposes of this Agreement, "**Financing Deadline**" means the date fifteen (15) months following the date a Financing Assistance Notice is given, provided that, if a Financing Assistance Notice is given after June 30 and on or prior to November 1 of a calendar year, the Financing Deadline shall be July 30 of the following calendar year. The Notice of Intention to Terminate shall indicate whether or not meaningful negotiations are occurring with a third party with respect to a sale of PBLLC Membership Interests or PBLLC Assets that would be subject to Section 11(e) hereof. If the Notice of Intention to Terminate indicates that such negotiations are occurring, the parties shall proceed pursuant to Section 11(e) and the provisions of Section 29(c) and Section 29(d) hereof shall not apply unless and until PBLLC elects, in its sole discretion, to give notice to CIB that all negotiations with prospective buyers have terminated. If the Notice of Intention to Terminate indicates that such negotiations are not occurring or if, following a Notice of Intention

to Terminate that indicated such negotiations were occurring, PBLLC subsequently elects, in its sole discretion, to give notice to CIB that all negotiations with prospective buyers have terminated (a "**Notice of Termination of Negotiations**"), CIB (or, if the NBA Rules do not permit CIB to own such membership interests or assets, which CIB acknowledges is currently the case, its Nominee) shall have a right of first offer to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests on the following terms (the "**Right of First Offer**"):

(i) CIB (or its Nominee) would have a period of forty-five (45) days from the Notice of Intention to Terminate or the Notice of Termination of Negotiations, as applicable, to make an all cash offer to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests. PBLLC would negotiate with CIB (or its Nominee) in good faith during such forty-five (45) day period.

(ii) If CIB (or its Nominee) did not make an offer within such forty-five (45) day period, then notwithstanding anything to the contrary in Section 11 hereof (A) PBLLC would be free to sell the PBLLC Assets, (B) any holder of PBLLC Membership Interests would be free to sell such PBLLC Membership Interests, and/or (C) PBLLC would be free to terminate this Agreement on behalf of the PB Parties upon at least 45 days' prior written notice to CIB, provided that if such termination notice is given during an NBA Season, such termination shall be effective no earlier than 30 days after the end of such NBA Season, and provided further that if PBLLC fails to give such termination notice prior to the end of the next full NBA Season that occurs after such termination right vests, such termination right shall become void and of no further force or effect.

(iii) If CIB (or its Nominee) made an offer during such forty-five (45) day period, PBLLC shall accept or reject such offer within forty-five (45) days following receipt of such offer. If PBLLC fails to affirmatively accept or reject such offer within such forty-five (45) day period, PBLLC will be deemed to have rejected such offer. If the offer was accepted, the parties would proceed pursuant to Section 29(d) below. If the offer was rejected or deemed rejected, the parties would proceed pursuant to Section 29(c)(iv) immediately below.

(iv) If CIB (or its Nominee) made an offer that was rejected or deemed rejected, PBLLC and CIB (or its Nominee) shall determine the fair market value of the PBLLC Assets consistent with the provisions set forth on Exhibit K attached hereto (the "**Appraised Value**") by means of an appraisal process conducted as follows:

(A) PBLLC and CIB (or its Nominee) shall each designate an independent appraiser meeting the qualifications set forth on Exhibit K within ten (10) days of the rejection or deemed rejection of CIB's offer. If either PBLLC or CIB fails to designate an appraiser after three (3) days' written notice from the other party

of the failure to designate within the ten (10) day period, the defaulting party's appraiser will not be considered and only the Appraised Value determination of the appraiser that was timely designated shall be conclusive. Provided that two appraisers were designated within the time provided, each appraiser shall be directed to provide, within thirty (30) days after the designation of the second appraiser, PBLLC and CIB (or its Nominee) with a written appraisal report setting forth the appraiser's determination of the Appraised Value. If an appraiser fails to provide such written appraisal report after fifteen (15) days' written notice to the non-responsive party from the other party of the failure of delivery within the thirty (30) day period, the defaulting party's appraiser will not be considered and only the determination of Appraised Value set forth in the timely report shall be conclusive.

(B) If the difference between the Appraised Value determined by the two appraisers does not exceed 3% of the higher value, then the Appraised Value for purposes of this Section shall be the average of the two determinations.

(C) If the difference between the Appraised Value determined by the two appraisers exceeds 3% of the higher value, then the two appraisers shall, within ten (10) days of the delivery of the last appraisal, select a third independent appraiser meeting the qualifications set forth on Exhibit K, who shall be directed to provide, within thirty (30) days of the third independent appraiser's selection, PBLLC and CIB (or its Nominee) with a written appraisal setting forth his or her determination of the Appraised Value and the Appraised Value for purposes of this Section shall be the average of the two closest determinations.

(v) If the Appraised Value is an amount equal to at least one hundred ten percent (110%) of the last offer from CIB (or its Nominee), then notwithstanding anything to the contrary in Section 11 hereof (A) PBLLC would be free to sell the PBLLC Assets, (B) any holder of PBLLC Membership Interests would be free to sell such PBLLC Membership Interests, and/or (C) PBLLC would be free to terminate this Agreement on behalf of the PB Parties upon at least 45 days' prior written notice to CIB, provided that if such termination notice is given during an NBA Season, such termination shall be effective no earlier than 30 days after the end of such NBA Season, and provided further that if PBLLC fails to give such termination notice prior to the end of the next full NBA Season that occurs after such termination right vests, such termination right shall become void and of no further force or effect.

(vi) If the Appraised Value is an amount less than one hundred and ten percent (110%) of the last offer from CIB (or its Nominee), then

CIB (or its Nominee) would have an additional thirty (30) days after final determination of the Appraised Value to elect to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests for the Appraised Value. If CIB or its Nominee so elected by notice to PBLLC within such thirty (30) day period, the parties would proceed pursuant to Section 29(d) below.

(vii) If CIB (or its Nominee) did not elect to purchase pursuant to clause (vi) above, then notwithstanding anything to the contrary in Section 11 hereof (A) PBLLC would be free to sell the PBLLC Assets, (B) any holder of PBLLC Membership Interests would be free to sell such PBLLC Membership Interests, and/or (C) PBLLC would be free to terminate this Agreement on behalf of the PB Parties upon at least 45 days' prior written notice to CIB, provided that if such termination notice is given during an NBA Season, such termination shall be effective no earlier than 30 days after the end of such NBA Season, and provided further that if PBLLC fails to give such termination notice prior to the end of the next full NBA Season that occurs after such termination right vests, such termination right shall become void and of no further force or effect.

Notwithstanding anything to the contrary herein: (i) upon a termination by PBLLC pursuant to this Section 29(c) or pursuant to Section 29(d) hereof, Manager shall pay to CIB (1) the applicable portion of the remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans determined pursuant to Exhibit D attached hereto, plus (2) the Basketball Capital Improvement Reimbursement Amount, less (3) the Video/Sound System Termination Fee; and no termination fee or any other cost, fee, premium or penalty shall be due to CIB; and (ii) in the event of a closing with respect to a sale of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets to CIB (or its Nominee) pursuant to Section 29(d) hereof, CIB shall elect that either (A) this Agreement shall terminate and upon such termination, any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be deemed to have been forgiven and no termination fee or any other cost, fee, premium or penalty shall be due to CIB from PBLLC or Manager, provided that CIB may provide by separate agreement with its Nominee for the payment of such amounts by its Nominee, or (B) PBLLC's and Manager's interest in this Agreement and the Parking Agreement shall be assigned to and assumed by CIB's Nominee and none of the PB Parties shall have any further obligations or liability under this Agreement or the Parking Agreement.

(d) Sale Pursuant to the Right of First Offer. CIB acknowledges that any purchase pursuant to the Right of First Offer shall be subject to the NBA Rules and the procedures of the NBA then in effect, including without limitation that the execution of any purchase agreement and consummation of any proposed purchase be subject to NBA approval in its discretion. If an offer of CIB (or its Nominee) is accepted or if CIB (or its Nominee) agrees to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests pursuant to Section 29(c)(vi) hereof, (i) CIB (or its Nominee) and PBLLC or the holders of the PBLLC Membership Interests, as applicable, promptly (but in any event within forty-five (45) days) shall enter into a purchase agreement memorializing the same (the "**Purchase Agreement**" for purposes of this Section 29(d)), (ii) CIB (or its Nominee) shall deposit with PBLLC, or the holders of PBLLC

Membership Interests, as the case may be, an amount equal to ten percent (10%) of the amount of the accepted offer or Appraised Value, as applicable (the "**Earnest Money Payment**" for purposes of this Section 29(d)) and CIB (or its Nominee), PBLLC, or the holders of the PBLLC Membership Interests, as the case may be, irrevocably shall be committed to close the sale in accordance with the terms and conditions of the Purchase Agreement and procedures of the NBA. Any Nominee must (1) commit to cause the Indiana Pacers to continue to play all of its regular season and playoff Home Basketball Games in the Fieldhouse Complex for the remainder of the Term in accordance with Section 4(b), (2) acknowledge, in writing, the rights of CIB under this Agreement and the Parking Agreement, (3) in the event of a purchase of PBLLC Membership Interests, agree, in writing, to be bound by the provisions of Section 11 and this Section 29, and (4) in the event of a purchase of PBLLC Assets, agree, in writing, to be bound by all of the obligations of Manager and PBLLC under this Agreement and the Parking Agreement. CIB shall remain liable to fulfill all obligations of the Nominee in connection with the Right of First Offer. If approval by the NBA is required for the acquisition of PBLLC Membership Interests or the PBLLC Assets by CIB (or its Nominee) (which is the case under current NBA Rules), then CIB (or its Nominee) shall submit a request for such approval promptly following the acceptance of an offer from CIB (or its Nominee) or CIB's (or its Nominee's) agreement to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests pursuant to Section 29(b)(vi) hereof and diligently pursue such approval and PBLLC agrees to use its best efforts, at no material cost to PBLLC, to assist CIB (or its Nominee) in securing such approval. The closing of the sale of the PBLLC Assets or the PBLLC Membership Interests to CIB (or its Nominee) shall take place within seven (7) days after approval by the NBA (or such earlier date as agreed upon by the parties). If approval by the NBA is not required for the acquisition of the PBLLC Assets or the PBLLC Membership Interests by CIB (or its Nominee), then the closing shall take place within sixty (60) days after execution of the Purchase Agreement. If approval by the NBA is required and either (1) the NBA denies approval of the execution of the Purchase Agreement or consummation of the acquisition by CIB (or its Nominee), or (2) the NBA does not approve the acquisition by CIB (or its Nominee) of the PBLLC Membership Interests or the PBLLC Assets within two hundred twenty-five (225) days after the acceptance of any offer from CIB (or its Nominee) or CIB's (or its Nominee's) agreement to purchase all of the PBLLC Assets or all of the PBLLC Membership Interests pursuant to Section 29(b)(vi) hereof, then notwithstanding anything to the contrary in Section 11 hereof (A) the Purchase Agreement would terminate and the Earnest Money Payment shall be promptly returned to CIB (or its Nominee), (B) PBLLC would be free to sell the PBLLC Assets, (C) any holder of PBLLC Membership Interests would be free to sell such PBLLC Membership Interests, and (D) PBLLC would be free to terminate this Agreement on behalf of the PB Parties upon at least 45 days' prior written notice to CIB, provided that if such termination notice is given during an NBA Season, such termination shall be effective no earlier than 30 days after the end of such NBA Season, and provided further that if PBLLC fails to give such termination notice prior to the end of the next full NBA Season that occurs after such termination right vests, such termination right shall become void and of no further force or effect.

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

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

(f) Termination Rights. The PB Parties shall not have a right to terminate this Agreement except as set forth in Sections 1(c), 7(e), 7(f), 7(g), 10, 13(d), 14 and 29 hereof and Exhibit F attached hereto. CIB shall not have a right to terminate this Agreement except as set forth in Sections 10(b), 13(b) and 29(e). The then remaining Aggregate Advance Amount and outstanding balance of the Operating Loans shall become immediately due and payable upon the early termination of this Agreement except as provided in Sections 10(a), 10(b), 11(e), 13(d), 14(a), 14(d), 14(e), 29(a), 29(b) and clause (ii) of the last paragraph of Section 29(c) hereof. Any required repayment of the remaining Aggregate Advance Amount and outstanding balance of the Operating Loans shall be offset by the Video/Sound System Termination Fee. PBLLC and Manager acknowledge and agree that any payment of the remaining Aggregate Advance Amount and outstanding balance of the Operating Loans required hereunder is payment of amounts due and owing and is in addition to, and not in lieu of, any other remedy provided for in this Agreement.

SECTION 30. FORCE MAJEURE.

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

SECTION 31. CONSTRUCTION MATTERS.

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

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

SECTION 32. ALTERNATIVE DISPUTE RESOLUTION.

(a) Review Committee. Subject to the terms of this Section 32(a), a committee comprised of three (3) individuals consisting of a representative of CIB, a representative of Manager and an arena operations expert jointly selected by CIB and Manager (the "**Review Committee**") may decide disputes between the parties under this Agreement arising out of any

of the following to the extent the cost thereof is less than Five Hundred Thousand Dollars (\$500,000):

- whether a particular maintenance, repair or replacement obligation is that of CIB or Manager pursuant to Section 7(a) or 7(b);
- whether an item has reached its Replacement Threshold;
- CIB's failure to approve a Refresh Improvement not listed on Exhibit J or the plans and specifications for a Refresh Improvement; or
- the failure of the parties to mutually agree upon a schedule for a Refresh Improvement.

If a dispute exists that is subject to determination by the Review Committee, either Manager or CIB may give notice to a Senior Management Representative of the other party of its intent to submit the dispute to the Review Committee. The parties agree to use good faith efforts to try to schedule, as soon as possible following such notice, a meeting between their respective appropriate representatives to attempt to resolve such dispute. If such dispute is not resolved within ten (10) Business Days following such notice, the party that gave notice of its intent to submit the dispute to the Review Committee may formally submit the dispute to the Review Committee by giving notice to the other party (a "**Submission Notice**") at any time after the expiration of such ten (10) Business Day period. Both Manager and CIB shall have the right to submit, by giving a Submission Notice, up to two (2) disputes each to the Review Committee in any calendar year and once a party has utilized its two (2) submissions by giving two (2) Submission Notices in any calendar year, such party may not submit any additional disputes to the Review Committee for the remainder of such calendar year (any such dispute to be resolved by other means, including without limitation, subject to Section 32(b), by the Arbitration Procedure, and subject to Section 36, by a court of competent jurisdiction). The costs of each party's representative shall be borne by such party. The costs of the third member shall be shared equally by the parties. The parties hereby agree that, upon submission of a dispute to the Review Committee, they shall jointly request Russ Simons to serve as the third member of the Review Committee for such dispute. If Russ Simons declines or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall request John Sparks to serve as the third member. If John Sparks declines to serve or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall cooperate in good faith to jointly select a third member as soon as possible. The affirmative vote of two (2) members of the Review Committee shall be required to resolve any dispute to be decided by the Review Committee. Manager and CIB shall be entitled to present information or materials to the Review Committee before or during a meeting set to resolve an issue. The parties shall submit materials and schedule a meeting to resolve the dispute within ten (10) Business Days after the selection of the third member of the Review Committee and the Review Committee shall vote to resolve the dispute within thirty (30) days after the selection of the third member of the Review Committee. The decision of the Review Committee as to any matter to be determined by the Review Committee under the terms of this Agreement shall be final and shall have the effect of a final, non-appealable judgment for all purposes hereunder.

(b) Arbitration Procedure. Except with respect to any breach or threatened or imminent breach of Sections 4(b), 4(c), 4(f), 4(h) or 11 hereof or any dispute decided by the Review Committee that is not subject to challenge, in the event that CIB and/or MCCRFA, on one hand, and a PB Party, on the other hand, have a dispute as to any matter relating to this Agreement or the Parking Agreement, either party may request that the matter be resolved by arbitration under the auspices of the American Arbitration Association ("AAA") and otherwise as set forth herein ("**Arbitration Procedure**"). In such event, the AAA shall provide the parties with a panel of potential Arbitrators consisting of at least seven (7) persons who are independent of the parties and who have experience in connection with disputes involving arena or stadium facilities. The party not seeking arbitration shall have the first opportunity to strike and the parties shall strike alternately until a single Arbitrator remains. If the Arbitrator selected cannot serve, the AAA shall provide another panel and the same striking procedure shall be utilized. The Arbitrator shall be requested to set a hearing as soon as possible in Indianapolis. The AAA's Commercial Arbitration Rules shall apply, except that discovery shall be available under the Federal Rules of Civil Procedure for the Southern District of Indiana. The parties shall share equally in the cost of arbitration, provided that the Arbitrator may award arbitrator's fees and attorneys' fees to either party as the Arbitrator deems appropriate. The scope of the Arbitrator's award shall be limited as expressly set forth elsewhere herein or, if not limited elsewhere, shall be limited to the matter in dispute and to counterclaims relating directly to the dispute. The Arbitrator shall be instructed to use best efforts to make a decision within twenty (20) days of the date of hearing, but otherwise as soon as possible. Either party may appeal a decision of the Arbitrator for a mistake of law or fact unless the matter in dispute is less than Fifty Thousand Dollars (\$50,000.00). The Arbitrator shall, at the request of either party, include in the award findings of fact and conclusions of law of the type which would be required under Rule 52 of the Federal Rules of Civil Procedure. The Arbitrator shall not be empowered to award equitable relief or damages (other than as expressly stated with respect to arbitrator's fees and attorneys' fees). Until the parties resort to litigation as allowed hereunder, the parties shall keep the dispute and the arbitration private and confidential to the extent reasonably practicable and allowable by law.

SECTION 33. TERMINATION OF EARLY OCCUPANCY AGREEMENT.

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

SECTION 34. THIRD PARTY BENEFICIARIES.

The holders of PBLLC Membership Interests shall be deemed third party beneficiaries to this Agreement with respect to their rights under Section 11 hereof for so long as they hold PBLLC Interests, provided that such status shall not increase any rights or diminish any obligations of such holders between such holders and PBLLC, MH Holdings, Inc. and/or the Herbert Simon Trust.

SECTION 35. CONFIDENTIALITY; PUBLIC STATEMENTS. Subject to applicable law, CIB shall not disclose any proprietary and confidential information of any PB Party, Fever Basketball, LLC or any other PBLLC Affiliate. Prior to releasing any public statements

regarding the execution of this Agreement, CIB and PBLLC shall mutually agree upon the content of any such statement.

SECTION 36. CHOICE OF LAW; VENUE; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without reference to any choice of law principles or rules. Subject to Section 32 hereof, the parties hereby consent to the personal jurisdiction of the state and federal courts sitting in the State of Indiana for purposes of any dispute arising in connection with this Agreement or the Parking Agreement, provided that either party shall have the absolute right to change the venue of any proceeding filed in a court of the State of Indiana located in Marion County to an alternate venue, in accordance with the following procedure. Upon any party giving the opposing party notice of the exercise of its right to change the venue of the proceeding, the involved parties shall have three (3) days within which to mutually agree upon the county to which venue shall be changed. If no such agreement is reached within such three (3) day period, the parties shall within the next fourteen (14) days alternatively strike off the names of the following counties: Allen, Boone, Hamilton, Hendricks, Hancock, Johnson, Morgan, Monroe, Shelby, Tippecanoe and Vanderburgh Counties of the State of Indiana. The party which exercised the right to change the venue shall strike first, and the action shall be sent to the county remaining not stricken under such procedure. The parties hereby waive any right they may have to assert the doctrine of *forum non conveniens* or to otherwise object to venue or a motion to change venue permitted by this Section 36. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PARKING AGREEMENT.

SECTION 37. SUBJECT TO NBA RULES. This Agreement is subject to the NBA Rules and approval by the NBA. If there is a conflict between the provisions of this Agreement and the NBA Rules in effect at any time during the Term, the NBA Rules shall govern and control. Notwithstanding the foregoing, this Agreement shall not be subject to, or be deemed modified by, any of the NBA Rules that have the result of: (i) modifying the Term; (ii) terminating or modifying PBLLC's obligations under Section 4(b) with respect to Home Basketball Games (for the avoidance of doubt, however, such obligations shall be subject to and may be modified by the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA as provided in Section 4(b)); (iii) increasing the \$50,000 cap per NBA Season on CIB's obligations under the last paragraph of Section 7(a); (iv) terminating or modifying the Right of First Refusal (for the avoidance of doubt, however, any sale pursuant to the Right of First Refusal shall be subject to approval by the NBA and the NBA Rules then in effect regarding the sale of such assets or interests generally, provided that the application of such rules shall not eliminate the Right of First Refusal or diminish the timeframes afforded to the CIB in connection therewith, it being understood however by all parties that the NBA has the ultimate right, in its absolute discretion through the NBA's transfer rules, policies and procedures, to approve or disapprove any Nominee and the form of any purchase agreement to be entered into by any Nominee and that any proposed transfer and any transferee(s) must otherwise comply with all NBA Rules applicable to such transfer or transferee(s)); (v) terminating or modifying the rights and obligations of the parties under Section 28; (vi) terminating or modifying the Right of First Offer (for the avoidance of doubt, however, any sale

pursuant to the Right of First Offer shall be subject to approval by the NBA and the NBA Rules then in effect regarding the sale of such assets or interests generally, provided that the application of such rules shall not eliminate the Right of First Offer or diminish the timeframes afforded to the CIB in connection therewith, it being understood however by all parties that the NBA has the ultimate right, in its absolute discretion through the NBA's transfer rules, policies and procedures, to approve or disapprove any Nominee and the form of any purchase agreement to be entered into by any Nominee and that any proposed transfer and any transferee(s) must otherwise comply with all NBA Rules applicable to such transfer or transferee(s)); (vii) terminating or modifying any requirement of Manager herein to repay the Aggregate Advance Amount, the Operating Loans and/or the Basketball Capital Improvement Reimbursement Amount; (viii) terminating or modifying the remedies of any party as set forth in Section 13(b) or Section 13(d) with respect to any Event of Default under Sections 4(b), 11(e), 28, 29(c) or 29(d); or (ix) giving Manager or PBLLC the right to terminate this Agreement for reasons not set forth herein or creating remedies in favor of Manager or PBLLC not set forth herein. Manager agrees to use reasonable efforts, upon CIB's request, including seeking waivers, deferrals or relief from the NBA, but not including the expenditure of money, to minimize any losses incurred by CIB and any additional costs necessary for CIB to satisfy its obligations under this Agreement, all as a result of the promulgation or modification of the NBA Rules after the Execution Date. Manager and PBLLC hereby represent to CIB that, to Manager's and PBLLC's Actual Knowledge, there is no material conflict between the provisions of this Agreement and the NBA Rules in effect on the Execution Date. If Manager and/or PBLLC gain Actual Knowledge of any such material conflict as a result of the promulgation or modification of the NBA Rules after the Execution Date, Manager and/or PBLLC shall give prompt notice of such conflict to CIB, which notice shall be accompanied by the text of the modification or supplement or, if Manager and/or PBLLC is/are precluded by the NBA from disclosing such text, a summary thereof.

SECTION 38. NBA APPROVAL. The parties acknowledge that this Agreement is subject to approval by the NBA and shall not be deemed effective until such approval has been obtained. Promptly following execution of this Agreement, PBLLC shall submit a request to the NBA for such approval and shall diligently pursue such approval. Upon receipt of approval by the NBA, PBLLC shall promptly provide CIB notice thereof along with a copy of such approval (the "**NBA Approval Notification**"). If approval by the NBA is not obtained within thirty (30) days of the Execution Date, this Agreement shall be deemed null and void and the Fieldhouse Complex Documents shall continue in full force and effect in accordance with the terms thereof.

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

THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA

By: _____

Printed: _____

Title: _____

MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY

By: _____

Printed: _____

Title: _____

PACERS BASKETBALL, LLC

By: _____

Herbert Simon, Manager

PBLEASING, LLC

By: _____

Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By: _____

Herbert Simon, Manager

The Herbert Simon Trust hereby joins in the execution of this Agreement for the sole purpose of agreeing to the provisions affecting the Herbert Simon Trust contained in Section 11 hereof and shall have no liabilities, responsibilities or obligations hereunder, except for those specifically set forth in Section 11 hereof.

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

By: _____
Herbert Simon, Trustee

Herbert Simon, in his individual capacity, hereby joins in the execution of this Agreement for the sole purpose of acknowledging that he has no objection to this Agreement and is no longer a party to this Agreement.

Herbert Simon

EXHIBIT A

Defined Terms

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

"Acceptable Offer" shall have the meaning set forth in Section 11(e).

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

"ADA" means the Americans with Disabilities Act.

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

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

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

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

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

"Appraised Value" shall have the meaning set forth in Section 29(c)(iv).

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

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

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

"Basketball Capital Improvement Reimbursement Amount" means the amount determined pursuant to Exhibit L.

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

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

"Championship Events" means championship level events with significant benefit to the City of Indianapolis, such as, but not limited to, the World Basketball Championships, post

season Big Ten basketball tournaments, World Gymnastics Championships and NCAA basketball tournaments.

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

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

"CIB Affiliate" means:

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

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

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

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

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

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

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

"Commencement Date" means November 1, 1999.

"Construction Manager" means Huber, Hunt & Nichols/Smoot, a joint venture; as to the Fieldhouse Complex and the entities identified from time to time by CIB as to the Affiliated Projects.

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

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

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

"Earnest Money Payment" shall have the meaning set forth in Section 11(e) or Section 29(d), as applicable.

"Economic Value" means cash or, if not cash, the fair market value to PBLLC or the members of PBLLC to any Acceptable Offer to buy PBLLC Assets or PBLLC Membership Interests based on the monetary and other terms of the Acceptable Offer.

"Effective Date" means January 1, 2014.

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

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

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

"Environmental Laws" means any federal, state or local law, common law decision, court decision or administrative decision, ordinance, regulation, rule, court order or decree, or administrative order, policy or guideline concerning action levels of a governmental authority relating to the environment, public health, any Hazardous Material or any Environmental Activity or Condition on, under or about the Real Estate, in effect from time to time, including, but not limited to (i) the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); (ii) the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.); (iii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.); (iv) the federal Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); or (v) Title 13 of the Indiana Code.

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

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

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

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

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

"Fieldhouse" means the multi-sports and events arena constructed by CIB as part of the Fieldhouse Complex and known as Banker's Life Fieldhouse.

"Fieldhouse Complex" means:

- (a) the Fieldhouse and related improvements constructed by CIB on the Real Estate in accordance with the CIB Construction Plans;
- (b) the Owner's Portion of the FF&E Package; and
- (c) the Plaza areas south of Chesapeake Street along Pennsylvania Street and Delaware Street as depicted on Schedule 3.

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

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

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

"Financing Assistance Notice" shall have the meaning set forth in Section 29(c).

"Financing Deadline" shall have the meaning set forth in Section 29(c).

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

"First-Class Arena Facilities" means multi-purpose fieldhouses or arenas placed in service in 1999 or thereafter in media markets at least as large as Indianapolis that serve as the home venues of NBA men's basketball team franchises.

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

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

"Gestures" shall have the meaning set forth in 8(e).

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

"Herbert Simon" means Herbert Simon, individually.

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

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

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

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

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

"ISC" means the Indiana Sports Corporation.

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

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

"Major Systems" means those systems and components in the Fieldhouse Complex listed on Schedule 4.

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

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

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

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

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

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

"Maturity Event" shall have the meaning set forth in Section 29(c).

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

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

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

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

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

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

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

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

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

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

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

"NBA Reviewed Plans" means:

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

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

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

"Nominee" shall have the meaning set forth in Section 11(e).

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

"Non-recourse Financing" shall have the meaning set forth in Section 29(c).

"Normal and Routine Maintenance" means daily routine and preventive maintenance of all portions of the Fieldhouse Complex, including (i) repairs and replacements to the building exterior envelope constituting part of the Structural, Building Exterior and Roof Components that cost less than the specified annual and aggregate thresholds set forth in the Building Exterior

component of the definition of Structural, Building Exterior and Roof Components, (ii) inspections and scheduled maintenance to maintain all warranties on equipment, components or systems and (iii) regularly scheduled preventive maintenance programs. By way of example and not limitation, the term includes floor buffing, carpet cleaning, replacement of the carpet in specific areas due to wear and tear or damage and isolated bulb replacement.

"Notice of Intention to Terminate" shall have the meaning set forth in Section 29(c).

"Notice of Termination of Negotiations" shall have the meaning set forth in Section 29(c).

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

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

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

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

"Owner's Portion of the FF&E Package" means the portion of the FF&E Package (and components thereof) set forth on Schedule 6.

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

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

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

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

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

"PB Parties" means PBLLC, PBLeasing, Manager and the Herbert Simon Trust (or any subsequent holder of PBLLC Membership Interests).

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

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

"PBLLC Affiliate" means:

- (a) any entity or person holding any direct or indirect equity, ownership, or beneficial interest in PBLLC, or any entity controlling, controlled by, or under common control with PBLLC (a "Primary Affiliate");

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

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

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

"PBLLC Membership Interest Transferor" shall have the meaning set forth in Section 11(e).

"PBLLC Membership Interests" means the outstanding membership interests of PBLLC, from time to time.

"Permitted Encumbrances" means those matters listed on Schedule 7.

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

"Purchase Agreement" shall have the meaning set forth in Section 11(e) or Section 29(c), as applicable.

"Real Estate" means that certain real estate generally located at Pennsylvania and Chesapeake Streets in Marion County, Indiana, and more particularly described on Schedule 8.

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

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

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

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

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

"Right of First Offer" shall have the meaning set forth in Section 29(c).

"Right of First Refusal" shall have the meaning set forth in Section 11(e).

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

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

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

"Simon Affiliates" mean any entity which is more than fifty percent (50%) owned, directly or indirectly, by Herbert Simon, or is controlled by Herbert Simon. For the purposes of this paragraph, the term "control" means exclusive possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or partnership interests, or by contract or otherwise.

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

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

"Staff Parking Spaces" shall have the meaning set forth in Section 1(b).

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

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

"Submission Notice" shall have the meaning set forth in Section 32(a).

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

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

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

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

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

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

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

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

SCHEDULE 1

CIB Construction Plans

[attached]

**SECTION 00003
PROJECT MANUAL - TABLE OF CONTENTS**

(CIB Construction Plans)

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

INTRODUCTORY INFORMATION

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

BIDDING REQUIREMENTS

Provided by HHN

CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

Provided by HHN

DIVISION 1 - GENERAL REQUIREMENTS

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

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

DIVISION 2 - SITE WORK

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

DIVISION 3 - CONCRETE

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

DIVISION 4 - MASONRY

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

DIVISION 5 - METALS

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

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

DIVISION 6 - WOOD AND PLASTICS

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

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

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

DIVISION 8 - DOORS AND WINDOWS

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

DIVISION 9 - FINISHES

09215	Veneer Plaster	Issued	04/15/98
09260	Gypsum Board System	Revised	08/07/98
09270	Gypsum Board Shaftwall System	Issued	04/15/98
09310	Ceramic Tile	Issued	04/15/98
09440	Plastic Matrix Terrazzo	Revised	05/18/98
09510	Acoustical Ceilings	Revised	07/17/98
09530	Acoustical Baffle Systems	Revised	08/31/98
09547	Metal Ceilings	Revised	12/18/98
09640	Wood Flooring	Issued	04/15/98
09644	Wood Athletic Flooring Assemblies	Issued	10/16/98
09680	Carpet	Issued	04/15/98
09710	Acoustical Wall Treatment	Revised	08/31/98
09720	Wall Covering	Issued	04/15/98
09722	Epoxy Ceramic Flooring	Revised	05/18/98
09770	Decorative Brick Facing	Issued	04/15/98
09775	Sanitary Wall Panels	Revised	07/17/98
09780	Floor Treatment	Issued	01/29/98
09870	High Performance Coatings	Revised	04/15/98
09900	Painting	Issued	04/15/98
09946	Decorative Polychromatic Particle Coating	Issued	04/15/98

DIVISION 10 - SPECIALITIES

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

DIVISION 11 - EQUIPMENT

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

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

DIVISION 12 - FURNISHINGS

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

DIVISION 13 - SPECIAL CONSTRUCTION

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

DIVISION 14 - SPECIALITIES

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

DIVISION 15 - MECHANICAL

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

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

DIVISION 16 - ELECTRICAL

16050	Basic Electrical	Issued	03/13/98
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00003
02/15/99

00003 - 6 of 8

The Fieldhouse
9805-963

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

16990
16995

Panelboard Schedules
Relay/Dimmer Schedules

Revised
Revised

03/13/98
03/13/98

END OF DOCUMENT



Huber, Hunt &
Nichols, Inc.



The Sherman R. Smoot
Company of Indiana

A Joint Venture



J. Beard
Management Inc. *

April 17, 2000

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

RE: Pacer Exhibits

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

If you have any questions do not hesitate to call.

HUBER, HUNT & NICHOLS/SMOOT, A Joint Venture

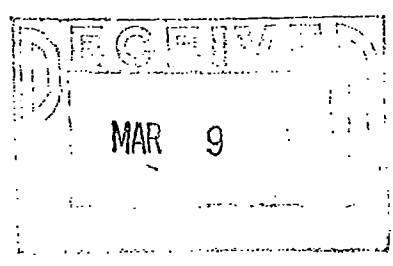


Scott T. Blanchard
Project Manager

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

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

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



ELLERBE BECKET



March 28, 2000

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

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

Dear Scott:

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

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

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

Hardscape	Ratio	← Attached as of 4-17-00
Food Service	Cini-Little	← Attached as of 4-17-00
TV Productions	Patlin	← Attached as of 4-17-00
Curtains	I.T.C.	→ None
Sound System	WJHW	→ None

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

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

Sincerely,

ELLERBE BECKET ARCHITECTS & ENGINEERS, P.C.

Joseph C. Nehama
Associate

JCN/sh

cc: Kim Rothenberger
File 3D w/enclosures

Route: Steve Allison _____
Steve Hotujac _____

c:\data\960596\blanchard\2111-3-28-00

Ellerbe Becket Mechanical Record Drawings
All Dated December 27, 1999

- M 000
- M 301 A
- M 301 B
- M 301 C
- M 301 D
- M 302 A
- M 302 B
- M 302 C
- M 302 D
- M 303
- M 304
- M 305
- M 306
- M 601
- M 602
- M 603
- M 604
- M 605
- M 801
- M 802
- M 901
- M 902
- M 903
- M 904
- P 200
- P 201 A
- P 201 B
- P 201 C
- P 201 D
- P 202
- P 203
- P 204
- P 205
- P 206
- P 207
- P 700
- P701
- P702
- P703
- P704
- P705
- P706
- P707
- P708

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

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

RYAN, 23, 2000 01:00:00

Ryan Fire Protection Drawings As-Built

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

Electrical System – Record Drawing
Fire Alarm System

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

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

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

MSE Corporation - Record Drawing - Civil

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

**Blackburn Architect – Record Drawing
Architecture – All Dated December 8, 1999**

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

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

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

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

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

ELLERBE BECKET RECORD DRAWINGS - LIGHTING
ALL DATED MARCH 1, 2000

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

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

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

Electrical Systems - Record Drawing Security Systems

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

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

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

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

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

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

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

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

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

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

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

Patlin Record Drawings -- Teleproduction Facilities - All dated April 3, 20000

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

ITC Record Drawings

Rigging -

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

SCHEDULE 2

Environmental Disclosure Memorandum

BINGHAM SUMMERS WELSH & SPILMAN

(Environmental Disclosure
Memorandum)

M E M O R A N D U M

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

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

I. CIB/MCCRFA Environmental Representations under the Agreement

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

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

Pertinent Definitions from the Understanding of Defined Terms:

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

P.02

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

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

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

II. Status of Compliance with the Environmental Representations

A. No Underground Storage Tanks at the Fieldhouse Complex

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

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

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

1. General Overbreadth of Representation

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

2. Residual Petroleum Contaminants

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

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

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

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

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

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

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

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

CONCLUSION

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

SCHEDULE 4

Major Systems

1. Plumbing System
 - 1.1 Domestic water booster pump system
 - 1.2 Sewage ejector pumps
 - 1.3 Storm water ejector pumps
 - 1.4 Water meter
 - 1.5 Backflow preventer
 - 1.6 Domestic water heat exchangers
 - 1.7 Piping systems

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

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

- 4.14 Electric motors 10 hp and above
- 4.15 Theatrical and Event Presentation light fixtures
- 4.16 Theatrical and event Presentation lighting control system
- 4.17 Spotlights

- 5. Security System
 - 5.1 Cameras
 - 5.2 Main Security access control and alarm monitoring system
 - 5.3 Access control and alarm monitoring processor
 - 5.4 Access control Matrix switcher
 - 5.5 Command center control station
 - 5.6 CCTV matrix switcher
 - 5.7 CCTV Video multiplexers
 - 5.8 Video badging system controller and interface with access control system

- 6. Sound System
 - 6.1 Main Mixing console
 - 6.2 Amplifier control system
 - 6.3 Digital signal processing system
 - 6.4 Auxiliary mixing consoles
 - 6.5 Peak Limiters
 - 6.6 Parametric equalizers
 - 6.7 Power amplifiers - 1,000 watts and above
 - 6.8 Speaker Clusters
 - 6.9 Speaker cluster rigging
 - 6.10 Hearing Assistance system
 - 6.11 Main station for intercom system

- 7. Vertical Transportation System
 - 7.1 Elevators
 - 7.1.1 Geared Traction machines
 - 7.1.2 Motors, motor controllers
 - 7.1.3 Sheaves
 - 7.1.4 Power conversion unit
 - 7.1.5 Individual car & Group Controller
 - 7.1.6 Hoist & governor ropes
 - 7.1.7 Door Operator
 - 7.1.8 Elevator car control panel
 - 7.1.9 Pump units
 - 7.1.10 Main computer control
 - 7.2 Escalators
 - 7.2.1 Drive machines
 - 7.2.2 Drive controllers
 - 7.2.3 Drive sprocket

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

SCHEDULE 5

Market Professional Criteria for Selection

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

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

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

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

SCHEDULE 6

Owner's Portion of the FF&E Package

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

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

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

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

SCHEDULE 7

Permitted Encumbrances

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

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

SCHEDULE 8

Real Estate

Tract One:

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

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

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

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

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

Tract Two:

A part of Square 84 of the Donation Lands of the City of Indianapolis, Marion County, Indiana and a part of vacated Alabama Street, more particularly described as follows:

Beginning at the intersection of the East right-of-way line of South Delaware Street with the West right-of-way line of Virginia Avenue; thence on and along said West right-of-way line South 42 degrees 59 minutes 49 seconds East (State Plane Bearing) 602.11 feet to a point which lies 30.00 feet northerly, by perpendicular measurement, of the centerline of the said Amtrak railroad tracks being the most Northerly of the three Conrail through tracks and also known as the Station lead track; thence parallel with said centerline of the following three courses: 1) South 70 degrees 25 minutes 52 seconds West 354.72 feet; 2) South 70 degrees 20 minutes 28 seconds West 93.09 feet to the point of curvature of a curve concave southeasterly, having a radius of 1717.02 feet and a central angle of 00 degrees 20 minutes 35 seconds; 3) southwesterly on and along said curve, an arc distance of 10.28 feet (said arc being subtended by a chord which bears South 68 degrees 31 minutes 02 seconds West 10.28 feet) to the East right-of-way line of Delaware Street; thence on and along said East right-of-way line North 02 degrees 00 minutes 27 seconds East 594.62 feet to the Point of Beginning.

Tract Three:

Part of Square 78 in the City of Indianapolis, Indiana; also, Lots 1 through 10 in Fletcher, Wilkins and Woods Commissioners Subdivision of Square 78, in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 263, in the Office of the Recorder of Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot 10, running thence East along and with the North line of said Square 78 and the South line of Maryland Street, a measured distance of 240.00 feet to the Northeast corner of aforesaid Square 18, being the intersection of the South line of Maryland Street and the West line of Alabama Street; thence Southwardly along and with the East line of said Square 78 and the West line of Alabama Street, a measured distance of 357.20 feet to the Southeast corner of said Square 78, being the intersection of the West line of Alabama Street and the Northeast line of Virginia Avenue; thence Northwestwardly along and with the Southwestwardly line of Square 70 and the aforesaid Northeastwardly line of Virginia Avenue, a measured distance of 371.70 feet to the Southwestwardly corner of Lot 10 in Square 78; thence Northeastwardly, making an angle of 90 degrees, 00 minutes along the Northwestwardly line of said Lot 10, a distance of 32.00 feet; thence Northwardly along the Westwardly line of said Lot 10 and on a line at right angles to the North line of said Square 78, a distance of 71.10 feet to the place of beginning.

Also, Lot 11 in Fletcher, Wilkins and Woods Commissioners Subdivision of Square 78, in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 263, in the Office of the Recorder of Marion County, Indiana.

Except that part of said Lot 4 conveyed to the City of Indianapolis by deed recorded April 29, 1985 as Instrument #85-31631 in the Office of the Recorder of Marion County, Indiana, to-wit:

Beginning at the Southeast corner of said Lot 4; thence North 44 degrees 58 minutes 09 seconds West 52.44 feet along the Southwestern line of said Lot 4; thence North 81 degrees 54 minutes 03 seconds East 25.00 feet; thence North 39 degrees 51 minutes 37 seconds East 19.16 feet to the East line of said Lot 4; thence South 00 degrees 01 minutes 48 seconds East 55.33 feet along said East line of the Point of Beginning.

Also except that part of said Lot 11 conveyed to the City of Indianapolis by deed recorded April 29, 1985 as Instrument #85-31632 in the Office of the Recorder of Marion County, Indiana, to-wit:

Beginning at the Northwest corner of said Lot 11; thence South 89 degrees 56 minutes 12 seconds East 20.74 feet along the North line of said Lot 11; thence South 20 degrees 48 minutes 05 seconds West 16.08 feet to the Southwestern line of said Lot 11; thence North 44 degrees 58 minutes 09 seconds West 21.27 feet along said Southwestern line to the point of beginning.

SCHEDULE 9

Structural, Building Exterior and Roof Components

1. Structural System:

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

2. Building Exterior Envelope

All costs relating to the following items which are in excess of Fifty Thousand Dollars (\$50,000.00) on an individual basis on any one fiscal year of Manager or which are in excess of Five Hundred Thousand Dollars (\$500,000.00) on a combined basis in the aggregate over the Term (provided that such amounts shall be adjusted by the CPI Percentage Adjustment as of every July after calendar year 2000), it being understood that costs for such items below the threshold shall be borne by Manager:

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

3. Roof System

- 3.1 All roofing, including roofs of all types at each and every location on the building, roof material, insulation, roof penetrations, flashes, means of attachment, roof ballast, protective coverings and related materials.
- 3.2 All roof supporting systems including roof deck, support beams, trusses, girders, columns, joints and connections of all types, sealers, insulation, fireproofing and related materials.

EXHIBIT B

Video/Sound System License Fee

<u>Payment Date</u>	<u>License Fee</u>
July 1, 2014	\$802,505.02
July 1, 2015	\$922,963.99
July 1, 2016	\$922,963.99
July 1, 2017	\$922,963.99
July 1, 2018	\$922,963.99
July 1, 2019	\$922,963.99
July 1, 2020	\$922,963.99
July 1, 2021	\$922,963.99
July 1, 2022	\$922,963.99
July 1, 2023	\$922,963.96

EXHIBIT C

Municipal Purposes Plan

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

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

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

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

This Plan is designed to promote the public welfare of the citizens of the County, increase the economic well-being of the County, grow the County's economy by attracting visitors who will make expenditures benefiting the hospitality and restaurant industries and other businesses in the County, protect and increase property values and promote capital investment in downtown Indianapolis, particularly in areas surrounding the Fieldhouse, increase the County's property tax base, promote additional opportunities for the gainful employment of citizens of the County, retain permanent jobs within the County and attract and retain business enterprises in the County.

EXHIBIT D

Aggregate Advance Amount and Operating Loans Forgiveness Schedule

NBA Season	Aggregate Advance Amount Forgiven	Amount of Operating Loans Forgiven	Unamortized Balance
2013/14	\$1,158,791.67		\$47,966,693.33
2014/15	\$796,669.33	\$6,000,000.00	\$41,170,024.00
2015/16	\$796,669.33	\$6,000,000.00	\$34,373,354.67
2016/17	\$796,669.33	\$6,000,000.00	\$27,576,685.33
2017/18	\$796,669.33	\$4,000,000.00	\$22,780,016.00
2018/19	\$796,669.33	\$4,000,000.00	\$17,983,346.67
2019/20	\$796,669.33	\$4,000,000.00	\$13,186,677.34
2020/21	\$796,669.33	\$4,000,000.00	\$8,390,008.00
2021/22	\$796,669.33	\$2,000,000.00	\$5,593,338.67
2022/23	\$796,669.33	\$2,000,000.00	\$2,796,669.34
2023/24	\$796,669.33	\$2,000,000.00	\$0.00

EXHIBIT E

Form of Operating Revenue and Expense Statements

FIELDHOUSE MANAGEMENT LLC
STATEMENT OF FIELDHOUSE REVENUE AND EXPENSES - UNAUDITED

REVENUES (Non-Pacers/Fever Events)

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

TOTAL REVENUES

EXPENSES

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

SALARIES & WAGES
OVERTIME
PAYROLL TAXES
BENEFITS
CONTRACTED SERVICES

OPERATING EXPENSES

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

SUPPLIES/REPAIRS/MAINTENANCE

SUPPLIES/REPAIRS
MAINTENANCE CONTRACTS
MAINTENANCE EXPENSES

SHARED SERVICES

SHARED SERVICES

TOTAL EXPENSES

EXHIBIT F

Scheduled Capital Repairs and Replacements

This list is not intended to be a comprehensive or exhaustive list of capital repairs and replacements and shall not limit CIB's or Manager's respective maintenance, repair or replacement obligations in any way. In the event any item, whether or not listed below, reaches its Replacement Threshold or would otherwise be required to be repaired or replaced by CIB, CIB shall promptly perform such repair or replacement as required by the Agreement. Subject to the preceding sentence, (i) the Scheduled Capital Repairs and Replacements shall be completed by CIB pursuant to mutually agreed upon plans and specifications and on a mutually agreed upon schedule (other than the "concrete repair and sealing-ramp and dock," which the parties acknowledge is already in progress), but in any event by December 31, 2017, and (ii) CIB's obligations to complete the Scheduled Capital Repairs and Replacements shall be limited to Seven Million Dollars (\$7,000,000.00) in the aggregate. The parties agree to cooperate in good faith with respect to such schedule to minimize any disruption to Fieldhouse operations and scheduled events, particularly Home Basketball Games, and maximize the availability of the Fieldhouse Complex for events.

Scheduled Capital Repair/Replacement

Replace all flooring and carpeting;
Concrete repair & sealing-ramp and dock;
New portable seats and folding chairs;
Scoreboard update (cost to be shared 50/50 between CIB and Manager);
Fire panel upgrade/fire protection software;
Cooling tower upgrade;
Central plant maintenance software;
Domestic hot water tanks;
Hot and cold water mixing system;
Salt tank for water softener;
Steam pressure control system;
Water softener control;
New basketball floor; and
Lighting system.

CIB shall seek to have funds appropriated for the Scheduled Capital Repairs and Replacements for its fiscal years 2014-2017 in minimum amounts as follows:

2014 - \$3,000,000.00;
2015 - \$1,500,000.00;
2016 - \$1,500,000.00; and
2017 - \$1,000,000.00.

If CIB does not spend the entire amount of funds appropriated for the Scheduled Capital Repairs and Replacements by the end of the applicable year, the same shall not be a CIB Default

hereunder so long as CIB is using good faith, diligent efforts to complete Scheduled Capital Repairs and Replacements estimated to cost at least ninety percent (90%) of the amount of funds appropriated for such year and CIB completes such Scheduled Capital Repairs and Replacements by June 30 of the following year (or by such later date provided in a mutually agreed upon schedule), provided that, in any event, all Scheduled Capital Repairs and Replacements shall be completed by December 31, 2017. Any amount of such funds not utilized in a given year shall be carried over and shall remain available for use to complete the Scheduled Capital Repairs and Replacements. CIB's obligations pursuant to Section 7(a)(v) of this Agreement and this Exhibit F to spend funds for Scheduled Capital Repairs and Replacements in any year shall be subject to CIB obtaining a final appropriation in the corresponding amount set forth above for such year from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of any such fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to Section 7(a)(v) of this Agreement and this Exhibit F for such fiscal year, such shall not constitute a CIB Default under Section 13(c) hereof or a failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof.

EXHIBIT G

Operating Expense Reimbursements

<u>Date</u>	<u>Amount of Operating Expense Reimbursement</u>
July 1, 2014	\$7,118,517.00
July 1, 2015	\$7,332,072.51
July 1, 2016	\$7,552,034.69
July 1, 2017	\$7,778,595.73
July 1, 2018	\$8,011,953.60
July 1, 2019	\$8,252,312.21
July 1, 2020	\$8,499,881.57
July 1, 2021	\$8,754,878.02
July 1, 2022	\$9,017,524.36
July 1, 2023	\$9,288,050.09
First Extended Term	
July 1, 2024	\$9,288,050.09
Second Extended Term	
July 1, 2025	\$9,566,691.59
Third Extended Term	
July 1, 2026	\$9,853,692.34

EXHIBIT H

CIB Operating Expense Items

- Utilities (electric, steam, gas, water and sewer)
- Commercial General Liability insurance (consistent with Section 8(a)(v))
- Off-site storage
- Ober Lot lease expenses
- LED equipment lease and LED operations/graphics/maintenance (ANC Sports Enterprises, LLC)
- Security (24-hour building)
- Security (guard shack)

EXHIBIT I

Excluded Refresh Improvements

Basketball

Alter G Treadmill – Basketball
Diagnostic Ultrasound – Basketball
Woodway Curve XL Treadmill

Broadcast

Radio Broadcast Transmission Equipment
ENG Camera Systems Maintenance
HDSDI POV Camera and Fiber Transmitter/Receiver

Marketing

CRM (customer relationship management) Software Solution
Sales Area Office Cubes
Phone Contact Center – Archtics DSA Integration/Call Center Software/Hardware
Ticketmaster LIVE Analytics
Concourse Kiosks
Dynamic Pricing Software
Lead Scoring Software
LCD Monitors for Sales Reps and Accounting Staff
Tablet PC's for Event Driven Sales – Marketing Department
iPads

Information Technology

Intranet Software Upgrade to Microsoft MOSS – Client Access Licenses with Server Hardware
& Scheduling Software
Finance A/P Paperless workflow/Document Management System/Purchasing System
Facilities Management Software/Incident Tracking and Job Requests Software

Merchandising

Replacement of Point of Sale Inventory Management System (HCGS)

EXHIBIT J

Approved Refresh Improvements

Basketball

Pacers Locker Room Reconstruction (including, without limitation, Sharp Media Board/TV Upgrade in Training Room)
Practice Court Pads
Versaclimber – Basketball

Box Office

Box Office Interior Renovation
Will Call Kiosks (6 in Pavilions)

Concessions

Concession Equipment and Concession Stand Concept Updates
(Main/Balcony Concessions, Kitchen, Carts, Other)
(Club Concession, Main/Balcony Concessions, Pantries, LRR Kitchen, Other)
(MDR Pantry, Other)

Fever

Refurbish Locker Room (including, without limitation, new Jet Tub)

General Construction

Replace Club Level center sections (103, 104, 105 range) with Loge Box Seating
Combine six Club Level suites to form a Club Suite area (fractional suite offering)
Create new private, high-end, all-inclusive (liquor, beer, wine, food, etc.) Club on Event Level for Courtside Rows 1 & 2
Recreate Locker Room Restaurant experience for Courtside Rows 3-7
Remove wall between Party Suite and two adjacent Club Suites and replace with sliding partitions (both corners)
Stairway to Event Level
Create sales closing area in space currently occupied by the Custom Jersey Shop
Stairway from Entry Pavilion to Main Concourse
Slightly modify current Legends area to target medium to large groups (attractive all-inclusive price with ballpark fare food & drink - popcorn, hot dogs, nachos, soda, etc.)
Wall Guards/Bumper in Event Level
New cabinets/counters in concession, restrooms, trash can units

Information Technology

Network Infrastructure - includes phone room, computer room and all data closets
Phone Refresh (all phone sets, software, hardware, etc.)
Liebert UPS Capacitor Replacement – Phone Room
Network Fiber Upgrade to 10GB Capacity
Computer Room/Data Center Relocation to Event Level Southeast
Recable 2A, 2B and 2D closet for Cable/Switch Management

Operations

Zamboni (the parties acknowledge that CIB acquired and delivered the Zamboni to the Fieldhouse prior

to the Execution Date and, notwithstanding anything the contrary in this Agreement, the cost thereof shall count against the Aggregate Refresh Budget and the Annual Refresh Budget for 2014)

2 – High Speed Overhead Doors for the Dock Ramp

Entry Pavilion Fans

Escalator Cleaning Machine

New Tennant machines

New snow removal machine (bobcat, toolcat)

Forklift replacement rotation

Furniture Replacements

Painting

Founders & Club Level wall covering

Paint Stairs and Stairwells

Paint Walls and Doors in all public areas

Production/Display 1

IMS & Star Pavilion (8' x 16' Displays, 8 Total):

Balcony Concourse LED Boards (8' x 16' Displays, 4 Total):

(4) Indoor Endzone LED Matrix replacement (Tri-Vision Panel)

Georgia Street: Elevator Shaft LED Video Display (1x):

Balcony Concourse LED Boards (8' x 24' Displays, 2 Total):

Entry Pavilion: Digital Wall above Box Office/Flipper-Flap Board (hardware and software)

LED Street Fascia Overpass (1x)

Main Street Entrance LED Display (1x)

Windows

Replace all house reduction curtains with flame resistant velour

Replace Green Vomitory and Storage Curtains

Replace the existing black backstage curtains with flame resistant velour

Window Coverings (Blinds) for Windows in Pacers Square

New Drape on Retractable

EXHIBIT K

Appraisal Provisions

Any appraiser selected to determine the Appraised Value shall (i) be a valuation firm (including an investment bank) of national standing or that otherwise is recognized as an expert in the purchase and sale of professional sports franchises in the United States, (ii) have at least ten (10) years' experience in the valuation of professional sports franchises in the United States, and (iii) be independent of PBLLC, CIB and their respective affiliates.

The Appraised Value shall be the price at which all of the PBLLC Assets would be expected to pass from a willing seller to a willing buyer in an arm's length transaction, each having access to all the relevant facts and acting freely. The Appraised Value shall be determined consistent with market practices for valuing sports assets, including the use of complementary valuation methodologies and taking into account the qualitative characteristics of the team, the NBA (including its current Collective Bargaining Agreement), and its current and available markets.

EXHIBIT L

Basketball Capital Improvement Reimbursement Amount

The cost of any of the following Refresh Improvements (to the extent actually completed and paid for using funds from an Annual Refresh Budget) shall be amortized (monthly) on a straight line basis from the date of completion of such Refresh Improvement through June 30, 2024. The aggregate unamortized amounts of all such Refresh Improvements on the date this Agreement is terminated shall be the Basketball Capital Improvement Reimbursement Amount.

- Pacers Locker Room Reconstruction
- Basketball Practice Court Pads
- Versa Climber - Basketball
- Refurbish Fever Locker Room

RESOLUTION

**CAPITAL IMPROVEMENT BOARD OF MANAGERS
OF MARION COUNTY, INDIANA**

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

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

WHEREAS, after lengthy negotiations between representatives of the CIB and Pacers Basketball, LLC ("PBLLC"), the CIB and PBLLC have reached agreement as to the terms, conditions, and provisions of an Amended and Restated Fieldhouse Operating Agreement ("Amended and Restated Operating Agreement") and an Amended and Restated Virginia Avenue Parking Garage Parking Agreement ("Amended and Restated Parking Agreement" and with the Amended and Restated Operating Agreement the "Amended and Restated Agreements") which amend and restate the terms, conditions, and provisions of the Conseco Fieldhouse Operating Agreement ("Operating Agreement") by and among the Marion County Convention and Recreational Facilities Authority ("Authority"), the CIB, PBLLC, and Melvin and Herbert Simon, the Conseco Fieldhouse Financial Agreement by and between the CIB and PBLLC, the Virginia Avenue Parking Garage Parking Agreement by and between the CIB and PBLLC, the Understanding of Defined Terms by and among the CIB, the Authority, PBLLC, and Melvin and Herbert Simon, the Amendment to Conseco Fieldhouse Complex Documents by and among the Authority, the CIB, PBLLC, Herbert Simon and The Herbert Simon Revocable Trust under that certain Restatement of The Herbert Simon Revocable Trust Agreement dated December 19, 2008, as amended, modified or restated from time to time (the "Trust"), and the Second Amendment to Fieldhouse Complex Documents by and among the Authority, the CIB, PBLLC, Herbert Simon and the Trust (collectively referred to as the "Fieldhouse Complex Documents");

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

WHEREAS, the CIB desires to approve and execute the Amended and Restated Agreements.

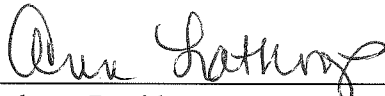
NOW, THEREFORE, BE IT RESOLVED BY THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA AS FOLLOWS:

1. It is in the best interests of the CIB, the Authority, the City of Indianapolis, Marion County, the State of Indiana and the citizens thereof that the Fieldhouse Complex Documents be amended and restated by entering into the Amended and Restated Agreements, the forms of which have been presented. The CIB approves the Amended and Restated Agreements and requests that the Authority approve and enter into the Amended and Restated Operating Agreement.

2. The President or Vice President and each of them is hereby authorized to execute the Amended and Restated Agreements in the forms presented and with such changes as are approved by the President or Vice President, and to take all such actions and execute all such instruments as are desirable to carry out the transactions contemplated by or resulting from the Amended and Restated Agreements and this Resolution, in such forms as the President or Vice President executing the same shall deem proper, to be conclusively evidenced by the execution thereof.

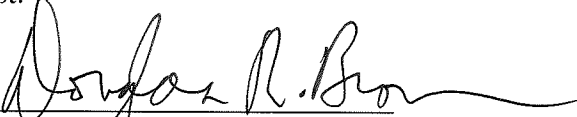
Adopted this 14th day of April, 2014.

CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY



Ann Lathrop, President

Attest:



Douglas R. Brown, Secretary

FIRST AMENDMENT TO AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT (this "**Amendment**") is entered as of *December 14*, 2015 by and among MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY ("**MCCRFA**"), THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA ("**CIB**"), PACERS BASKETBALL, LLC, an Indiana limited liability company ("**PBLLC**"), PBLEASING LLC, an Indiana limited liability company ("**PBLeasing**"), and FIELDHOUSE MANAGEMENT, LLC, an Indiana limited liability company ("**Manager**").

RECITALS

A. MCCRFA, CIB, PBLLC, PBLeasing and Manager entered into that certain Amended and Restated Fieldhouse Operating Agreement on April 21, 2014, with an Effective Date of January 1, 2014 (the "**Agreement**").

B. The parties desire to develop the Elevated Lot as a training facility and, in connection therewith, to amend the Agreement to remove the Elevated Lot and the Staff Parking Spaces therefrom as set forth below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCCRFA, CIB, PBLLC, PBLeasing and Manager agree as follows:

1. **Elevated Lot.** The definition of "Elevated Lot" in Exhibit A attached to the Agreement and all references to the Elevated Lot in the Agreement are hereby deleted in their entirety. Notwithstanding the deletion of references to the Elevated Lot in Section 7(g) of the Agreement, Refresh Improvements may include improvements, fixtures and equipment that may be partially located within the training center project to be constructed on the Elevated Lot (the "**Training Center**") so long as such improvements, fixtures and equipment are part of a unified system shared by the Fieldhouse and the Training Center (e.g. telecommunications, information technology and data systems).
2. **Staff Parking Spaces.** The definition of "Staff Parking Spaces" in Exhibit A attached to the Agreement, the second sentence of Section 1(b) of the Agreement and all references to the Staff Parking Spaces in the Agreement are hereby deleted in their entirety.
3. **Delaware Street Tunnel.** Pursuant to Section 12 of the Agreement, CIB hereby consents to the alteration of the Fieldhouse in order to construct that portion of the Delaware Street Tunnel (as defined in that certain Training Facility Use Agreement of even date herewith executed by CIB and Pacers Training Facility, Inc. (the "**Use Agreement**")) located on the Real Estate in accordance with the Plans (as defined in the Use Agreement).


4. **Reinstatement.** After any termination of that certain Training Facility Use Agreement of even date herewith executed by CIB and Pacers Training Facility, Inc., except for the deletion of references to the Elevated Lot in Section 7(g) of the Agreement, the second sentence of Section 1 of this Amendment and Section 3 of this Amendment, this Amendment shall be of no further force or effect and the Agreement reinstated to its original terms and conditions if the Elevated Lot is in substantially the same condition as it is on the Effective Date or is restored to a surface parking lot in accordance with the terms and conditions of the Use Agreement.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA

By: 

Printed: Earl A. Goode

Title: President, Capital Improvement Board

MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY

By: 

Printed: John P. Klipsch

Title: Secretary/Treasurer MCCRFA

PACERS BASKETBALL, LLC

By: _____
Herbert Simon, Manager

PBLEASING, LLC

By: _____
Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By: _____
Herbert Simon, Manager

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

THE CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY, INDIANA

By: _____

Printed: _____

Title: _____

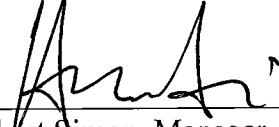
MARION COUNTY CONVENTION AND
RECREATIONAL FACILITIES AUTHORITY

By: _____

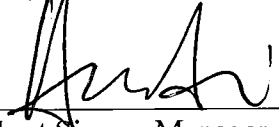
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Title: _____

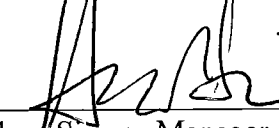
PACERS BASKETBALL, LLC

By:  _____
Herbert Simon, Manager

PBLEASING, LLC

By:  _____
Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By:  _____
Herbert Simon, Manager

SECOND AMENDED AND RESTATED FIELDHOUSE OPERATING AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereunder, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCCRFA, CIB, PBLLC, PBLLeasing and Manager agree as follows:

Terms and Conditions

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

SECTION 1. GRANT OF RIGHTS.

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

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

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

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

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

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

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

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

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

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

SECTION 2. TERM OF AGREEMENT.

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

SECTION 3. USES AND LIMITATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. OPERATING COVENANTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. OPERATING REVENUES.

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

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

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

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

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

(vii) attendance information on an annualized basis.

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

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

SECTION 7. FIELDHOUSE MAINTENANCE, IMPROVEMENTS AND OPERATING EXPENSES.

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

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

(ii) make all Major Repairs;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. INSURANCE OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

Architect

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

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

- **Commercial General Liability**

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

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

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

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

As part of each project, CIB and Manager shall agree upon the required limits of Umbrella/Excess insurance to be carried by the architect for such project (both general aggregate and each occurrence), based upon consideration of the scope, cost and complexity of the services to be provided by the architect for each project.

- **Professional Liability** – Policy providing coverage for claims arising out of the performance of the architect’s services and caused by any error, omission or negligent act for which the architect is liable.

As part of each project, CIB and Manager shall agree upon the required limits of Professional Liability insurance to be carried by the architect for such project (including both the per claim and aggregate limits) and the maximum permitted deductible or self-insured retention, based upon consideration of the scope, cost and complexity of the services to be provided by the architect for the applicable project.

Construction Manager and Contractors Retained for each Project

- **Workers Compensation** Statutory Requirement
- **Employers Liability**
 - Bodily Injury by Accident \$1,000,000/each accident
 - Bodily Injury by Disease \$1,000,000/policy limits
 - Bodily Injury by Disease \$1,000,000/each employee
- **Commercial General Liability**
 - General Aggregate \$2,000,000
 - Products/Completed Operations Aggregate \$2,000,000
 - Personal Injury (with Employment Exclusion Deleted) and Advertising Injury \$1,000,000
 - Each Occurrence Limit \$1,000,000
 - Damages to Rented Premises \$100,000

Coverage provided by the policy shall include contractual coverage for liability assumed by contract. Products/Completed Operations Coverage shall be maintained for three (3) years following substantial completion of the applicable project. The construction manager and the contractors shall each provide a certificate of insurance (at substantial completion and thereafter as may be periodically requested by CIB or Manager during the 3 year period) showing that this coverage remains in effect.
- **Automobile** – For all owned, non-owned and hired vehicles, as well as uninsured and underinsured vehicles
 - Combined Single Limit \$1,000,000

- **Umbrella/Excess** – Separate Umbrella policy, written in excess of the Commercial General Liability, Employers Liability and Auto policies on a follow form basis.

As part of each project, CIB and Manager shall agree upon the required limits of Umbrella/Excess insurance to be carried by the construction manager and also by the contractors for such project (both general aggregate and each occurrence), based upon consideration of the scope, cost and complexity of the services and/or work to be separately performed by the construction manager and by the contractors for each project.

- **Professional Liability** – To be carried by the construction manager and if a contractor is providing some portion of its work on a design-build or delegated design basis, to also be carried by such contractor.

Such insurance, when required, shall provide coverage for claims arising out of the performance of professional services and caused by any error, omission or negligent act.

As part of each project, CIB and Manager shall agree upon the required limits of Professional Liability insurance to be carried by the construction manager and by the contractors, if applicable, for such project (including both per claim and aggregate) and the maximum permitted deductible or self-insured retention, based upon consideration of the scope, cost and complexity of the services and/or work to be provided by the construction manager and by the contractors, if applicable, for such project.

(x) Either CIB, PBLLC or Manager, at its option, may (A) procure and maintain such other insurance or expanded coverages, as either deems appropriate or (B) satisfy its obligation under this Section 8 by procuring and maintaining (or causing to be procured and maintained) blanket insurance policies with appropriate endorsements specifying coverage which comply with the respective requirements set forth in this Section 8.

(xi) Any insurance required to be procured and maintained under this Section 8 shall be procured from, and maintained with, a company (or companies) with at least an AM Best's A - (Excellent), VII Rating, which are licensed by the State of Indiana to write policies of the nature required hereunder.

(xii) If a party fails to procure and maintain (or fails to cause to be procured and maintained) insurance as required by this Section 8, another party may (A) procure and maintain (or cause to be procured and

maintained) the insurance and (B) recover from such failing party the cost thereof, together with interest at an annual rate of eighteen percent (18%).

(xiii) Each party waives for itself and its respective insurers, any and every claim which arises, or may arise, during the Term for any and all damage to, or loss of, any of its property located within or upon, or constituting a part, of the Fieldhouse Complex or the Parking Facilities, to the extent coverage is provided by the types of insurance policies required under this Section 8.

(xiv) The insurance policies required under this Section 8 to be maintained by (or caused to be maintained by) CIB shall designate the following parties as additional insureds (to the extent not named insureds): CIB (as to insurance procured by Parking Managers, architects, construction managers and contractors), MCCRFA, Manager, PBLLC, PBLLeasing and their respective parents, subsidiaries, affiliates and related entities as well as each of the aforementioned parties' respective Sponsors, lenders, officials, directors, officers, partners, members, managers, shareholders, owners, employees, agents and successors and assigns, together with any other parties reasonably requested by Manager. The insurance policies required under Sections 8(a)(v) and 8(a)(vi) hereof to be maintained by (or caused to be maintained by) PBLLC or Manager shall designate CIB and MCCRFA as additional insureds.

(xv) The insurance policies maintained in accordance with this Section 8 shall contain a provision or endorsement stating that such policy and coverage may not be modified or canceled without notice to both CIB and Manager delivered at least thirty (30) days prior to such modification or cancellation.

(xvi) Promptly following a written request, CIB, PBLLC, PBLLeasing and Manager shall each furnish to the other certificates of insurance in the form of ACORD 25 or ACORD 25 S (or other evidence of insurance reasonably acceptable to the requesting party), evidencing all required coverages.

(xvii) After January 1, 2029 and January 1, 2039, CIB and Manager shall reevaluate the coverage amounts stated in this Section 8(a) and shall increase the same as necessary pursuant to Generally Accepted Industry Practices.

(b) Manager Indemnity of CIB Indemnified Parties. Manager agrees to indemnify, defend and hold harmless the CIB Indemnified Parties from and against any and all losses, costs, damages, expenses, actions, causes of action, demands and claims of any nature whatsoever (including reasonable attorneys' fees) in any way arising out of, or related to (i) Manager's or PBLLC's maintenance, repair, use, occupancy, possession and operation of the Fieldhouse Complex and/or the undertaking of Fieldhouse Events, whether performed by Manager or its

agents, employees, contractors or licensees, except to the extent arising out of, or related to, construction of the Expansion Project (unless caused by a breach by Manager or PBLLC hereunder or under any contract to which it is a party related to the Expansion Project), (ii) any use, occupancy or possession of the Reserved Parking Spaces by Manager, PBLLC, or any party by, through or under Manager or PBLLC, (iii) Manager's or PBLLC's failure to fulfill any duty or obligation hereunder or under the Parking Agreement, or (iv) Manager's or PBLLC's breach of any representations, warranties or covenants contained in this Agreement. However, the obligations of Manager under this Section 8(b) shall be limited to the extent ISC, Visit Indy or any other user, occupant, licensee, concessionaire or lessee of the Fieldhouse Complex indemnifies CIB Indemnified Parties in a manner similar to the preceding indemnity with respect to such use, occupancy, license, concession or lease and names CIB as an additional insured under a commercial general liability insurance policy in an amount not less than Fifty Million Dollars (\$50,000,000) and otherwise complies with the terms of Section 8(a) hereof as to companies and certificates respecting such liability insurance.

(c) CIB Indemnity of PBLLC Indemnified Parties. CIB agrees to indemnify, defend and hold harmless the PBLLC Indemnified Parties from and against any and all losses, costs, damages, expenses, actions, causes of action, demands and claims of any nature whatsoever (including reasonable attorneys' fees) in any way arising out of, or related to (i) CIB's performance of its obligations hereunder with respect to maintaining, repairing, altering or improving the Fieldhouse Complex or the Parking Facilities, except to the extent arising out of, or related to, construction of the Expansion Project (unless caused by a breach by CIB hereunder or under any contract to which it is a party related to the Expansion Project), (ii) use, occupancy or possession of the Reserved Parking Spaces and/or the rest of the Virginia Avenue Parking Garage other than from the use, occupancy and possession of the Reserved Parking Spaces by Manager, or any party acting by, through or under Manager, (iii) third-party claims against any PBLLC Indemnified Party resulting from construction, design or alteration of the Fieldhouse Complex, the Virginia Avenue Parking Garage, the improvements related to the bridges, walkways, connectors or other paths of travel between the Fieldhouse Complex and such parking facilities or paths by CIB, MCCRFA or their contractors or agents, except to the extent arising out of, or related to, the Expansion Project (unless caused by a breach by CIB hereunder or under any contract to which it is a party related to the Expansion Project), (iv) any use, occupancy or possession of the Virginia Avenue Parking Garage, the improvements related to the bridges, walkways, connectors or other paths of travel between the Fieldhouse Complex and such parking facilities or paths by persons or entities other than Manager, PBLLC or those contracting with Manager or PBLLC, (v) CIB's failure to fulfill any duty or obligation hereunder or under the Parking Agreement, or (vi) CIB's or MCCRFA's breach of any representations, warranties, or covenants under this Agreement.

SECTION 9. TAXES.

(a) Real and Personal Property Taxes. Because title to the Fieldhouse Complex, the Virginia Avenue Parking Garage and the fixtures, equipment and other personal property and improvements owned by CIB is and shall remain in CIB, and because of the Municipal Purposes served by the operation of the Fieldhouse, it is expected that there will be no real or personal property taxes imposed with respect to the Fieldhouse Complex, the Virginia Avenue Parking Garage or such fixtures, equipment and other personal property and improvements owned by CIB. If any real or personal property taxes, or special or other assessments, are imposed during the Term

against the Fieldhouse Complex or this Agreement, Manager's interest in any of the foregoing or in such fixtures, equipment and other personal property as are used in connection with the Fieldhouse Complex, then CIB shall be responsible for the payment of such taxes, with the exception of the Operator's Portion of the FF&E Package; provided that, notwithstanding the foregoing, during the Term, Manager shall be responsible for the payment of all personal property taxes relating to all other trade fixtures, equipment and personal property located in the Fieldhouse Complex, any improvements to the Fieldhouse Complex made by Manager and the Operator's Portion of the FF&E Package; and, provided further, that Manager shall be responsible for any real estate taxes that may be assessed against the leasehold interests of any of Manager's tenants in the Fieldhouse Complex. In no event shall Manager be responsible for any real estate or personal property taxes assessed against any leasehold interest or other interest relating to the right of Manager or others claiming by or through Manager to occupy a portion of the Fieldhouse or use the Owner's Portion of the FF&E Package.

(b) Discriminatory Taxes. CIB shall reimburse Manager and PBLLC for the amount of Discriminatory Taxes incurred by Manager or PBLLC, which reimbursement shall be made by CIB no later than the 15th of the month following the month in which CIB is in receipt of an invoice therefor from Manager, along with reasonable supporting documentation of the payment of such amount, assuming that CIB received such invoice on or prior to the 25th of such month (or if receipt occurs after the 25th of a month, CIB shall pay such amount no later than the 15th of the second following month). For purposes of this Agreement, a Discriminatory Tax shall be deemed to have been incurred by Manager or PBLLC whether such Discriminatory Tax is levied upon Manager, PBLLC, a PBLLC Affiliate or their respective employees, agents, contractors, invitees, patrons, licensees, customers, attendees, spectators, ticket holders, visiting NBA teams (and their employees, agents, contractors and invitees) or press and media personnel to whom Manager or PBLLC has given the right or a license to use or occupy the Fieldhouse Complex (or any portion thereof) in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, "**Discriminatory Taxes**" shall mean any tax, user fee or other monetary obligation, fee, charge or penalty imposed or increased after April 21, 2014 directly or indirectly by CIB, MCCRFA, the County of Marion, Indiana or the City of Indianapolis, Indiana, or any affiliate or related municipal entity of any of the foregoing (except as specifically mandated or required to be so imposed or increased by the State of Indiana or any other state or federal governmental entity), associated with attendance or participation of any entity or person at any event at the Fieldhouse Complex, the licensing of any Fieldhouse suite, or the income derived by Manager, PBLLC or their employees as a result of Home Basketball Games being played at the Fieldhouse, which tax, user fee or other mandatory obligation, fee, charge or penalty is not imposed in a proportionate and comparable manner upon those entities or persons attending or participating in events in all venues owned, controlled or operated, directly or indirectly, by CIB, MCCRFA, the County of Marion, Indiana or the City of Indianapolis, Indiana, or any affiliate or related municipal entity of any of the foregoing, and seating more than five thousand (5,000) persons, including Lucas Oil Stadium and Victory Field and any other venue in which professional basketball, baseball, football, hockey, soccer or any other professional sport is then played, the licensing of suites in such venues, the rental payments made by the tenants of such venues, or the income derived by the tenants of such venues or such tenants' employees.

SECTION 10. EMINENT DOMAIN, DAMAGE AND DESTRUCTION.

(a) Eminent Domain.

(i) CIB and MCCRFA agree that neither CIB nor MCCRFA will, for themselves or any other unit of local government, exercise the right of eminent domain to acquire the Fieldhouse Complex or any part thereof or the Indiana Pacers franchise. Additionally, if, as a result of the exercise of eminent domain, Manager, in its reasonable judgment, determines that it cannot generate sufficient revenues to allow adequate returns on investment, then this Agreement shall terminate on the day possession is taken. Neither PBLLC nor Manager shall be obligated to pay Liquidated Damages, any termination fee or other cost, fee, premium or penalty, and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven.

(ii) If this Agreement is terminated pursuant to this Section 10(a), then all payments required to be made by any party hereunder shall be prorated to the date of such termination.

(iii) If this Agreement is not terminated as a result of an act of eminent domain, then Manager shall use any proceeds received from the condemnation, to restore promptly the Fieldhouse Complex as nearly as possible to the condition existing immediately prior to such taking (in accordance with the same procedures as are applicable with respect to the construction of the Fieldhouse Complex under the Project Agreement), and this Agreement shall continue in full force and effect and shall not be terminated by reason of such taking. However, if the proceeds are insufficient and CIB, in its discretion, does not elect to provide the balance of such funds as are necessary, then this Agreement shall terminate as of the date of such determination by Manager and neither PBLLC nor Manager shall be obligated to pay any Liquidated Damages, termination fee or other cost, fee, premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven.

(iv) Any award made in eminent domain proceedings for a taking of the entire Fieldhouse Complex, or any portion thereof, that is not used for restoration as required in clause (iii) above, shall be paid to CIB.

(b) Destruction or Damage. If the Fieldhouse Complex, or any portion thereof, is destroyed or damaged by fire, casualty or such other cause, and the repair or replacement necessitated by such destruction or damage exceeds the scope of the obligations of Manager under Section 7 hereof to perform repair or replacement then CIB, as soon as reasonably is possible, shall rebuild, repair and restore the Fieldhouse Complex as nearly as possible to the condition which existed immediately prior to such destruction or damage, and, so long as CIB makes available to PBLLC (i) Lucas Oil Stadium for its Home Basketball Games, including the right to use of club

seats (if any), suites, parking in amount and proximity comparable to that available for the Fieldhouse Complex, and the right to receive all revenues for advertising, signage and concessions, or (ii) some other location acceptable to PBLLC on terms acceptable to PBLLC, then this Agreement shall remain in full force and effect, otherwise this Agreement shall terminate and neither PBLLC nor Manager shall be obligated to pay any Liquidated Damages, termination fee or other cost, fee, premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven. Notwithstanding the foregoing, if, for any reason, it takes CIB (or is reasonably projected in writing by the Market Professional(s) to take CIB) longer than fifteen (15) months from the date of the destruction or damage to repair or restore the Fieldhouse Complex, then either Manager or CIB shall have the right to terminate this Agreement by delivering written notice to the other party within thirty (30) days after Manager and CIB are notified in writing by the Market Professional(s) of its decision. In the event of a termination of this Agreement under the terms of the preceding sentence, neither PBLLC nor Manager shall be obligated to pay any Liquidated Damages, termination fee or any other cost, fee, premium or penalty and any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be forgiven. In no event shall CIB be responsible to repair, restore or replace any damage to or destruction of PBLLC's or Manager's trade fixtures, personal property or equipment. In all events, Manager shall remain responsible to perform any repairs and replacements necessitated by damage or destruction, if the repair or replacement is within the scope of the obligations of Manager under Section 7 hereof to perform repair and replacement. To the extent that Manager is required to repair or replace all or any portion of the Fieldhouse Complex in accordance with this Section 10, (A) Manager shall have access to casualty insurance proceeds necessary to meet such obligations, and (B) CIB shall be obligated to reimburse Manager in the amount of any deductible related to such insurance coverage.

SECTION 11. SALE OF PBLLC ASSETS.

(a) Statement of Intent. PBLLC may desire to sell or transfer all or substantially all of the assets of PBLLC (including all of PBLLC's rights in and to its NBA franchise agreement, the Indiana Pacers' name and logo, all Indiana Pacers' coach and player contracts, all broadcasting contracts, all revenue sharing or generating agreements of any nature, and all equipment, trade fixtures, and other personalty used in connection with the operation of the Indiana Pacers and PBLLC's business), whether or not located in or attached to the Fieldhouse Complex (the "**PBLLC Assets**"). CIB, PBLLC and Manager acknowledge and agree that the provisions of this Section 11 shall control any such transaction.

(b) Sale of PBLLC Assets. PBLLC shall only have the right to sell or transfer the PBLLC Assets if the transaction satisfies the criteria set forth in clause (i), (ii), (iii) or (iv) described below:

(i) a sale or transfer of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets, including a sale or transfer of all of the following assets: PBLLC's NBA franchise; the Indiana Pacers' name and logo; all Indiana Pacers' coach and player contracts; all broadcasting contracts; all revenue sharing or generating agreements of any nature; and substantially all of the equipment, trade fixtures and other personalty used in connection with the operation of the Indiana Pacers (whether or not

located in, or attached to, the Fieldhouse Complex); so long as (A) such sale or transfer and the purchaser or transferee have been approved by the NBA, and (B) the purchaser or transferee assumes all of PBLLC's and Manager's duties and obligations under this Agreement and the Parking Agreement accruing from and after such sale or transfer pursuant to an assumption document reasonably acceptable in form and substance to CIB, which assumption document shall include a release by CIB of the PB Parties from all of their duties and obligations under this Agreement and the Parking Agreement accruing from and after such sale or transfer.

(ii) any other sale or transfer of PBLLC Assets, so long as:

(A) either (1) the sale or transfer, when combined with past sales of separate PBLLC Assets, does not rise to the level of a sale or transfer of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets or (2) the sale or transfer consists of assets or a business segment not integral to the Indiana Pacers' NBA franchise;

(B) after any such sale of PBLLC Assets, PBLLC and Manager remain legally capable and financially able to satisfy all of their obligations under this Agreement, including their obligations under Section 4 hereof; and

(C) PBLLC does not sell or transfer the Indiana Pacers' NBA franchise.

(iii) any sale or transfer of any PBLLC Asset which is outmoded, inefficient, has outlived its useful life or is obsolete with respect to PBLLC's or Manager's business or the operation of the Fieldhouse Complex or such PBLLC Asset has reached its Replacement Threshold.

(iv) any transactions involving player contracts or player trades.

Notwithstanding anything to the contrary herein, (1) any sale or transfer of the assets of Fever Basketball, LLC or the assets associated with the Fort Wayne Mad Ants or any WNBA, NBA G League or other NBA development league team or franchise or any other minor league or 'farm' professional basketball team or franchise or any esports team or franchise shall not be considered to be a disposition of a Substantial Portion of PBLLC's Assets and no restrictions or requirements shall apply to and no consent shall be required in connection with any such sale or transfer, and (2) any sale or transfer of direct or indirect membership or other equity interests in PBLLC shall not be considered to be a disposition of all of the PBLLC Assets or a Substantial Portion of PBLLC's Assets and no restrictions or requirements shall apply to and no consent shall be required in connection with any such sale or transfer, it being understood that such sale or transfer shall have no effect on the rights and obligations of the parties hereto, which shall continue.

(c) No Encumbrances. PBLLC shall not encumber or pledge as security the Indiana Pacers' NBA franchise, the Indiana Pacers' name or logo or any Indiana Pacers' coach or player

contracts in any manner that could result in a default by PBLLC under this Section 11 unless PBLLC executes, and causes the lender or other party benefited by such encumbrance or pledge to execute, a Tri-Party Agreement with respect to such encumbered or pledged assets as provided in Section 4(h) hereof.

SECTION 12. ALTERATIONS AND INSPECTIONS.

(a) Fieldhouse Alterations. Manager shall not have the right to make material additions, improvements, changes and alterations to the Fieldhouse Complex, without the prior written consent of CIB. CIB shall have thirty (30) days after receipt of Manager's written request for approval of additions, improvements, changes and alterations, together with plans and specifications therefore, to approve or deny Manager's request. If CIB fails to respond to Manager's request within such thirty (30) day period, Manager's request shall be deemed approved by CIB. For the purposes of this Section 12, additions, improvements and alterations to the Fieldhouse Complex shall be deemed material to the extent that any such addition, improvement or alteration (i) will cost, in the aggregate, an amount greater than, or equal to the Approved Alteration Amount, (ii) will affect the structural elements or materially alter the exterior appearance of the Fieldhouse Complex, (iii) will materially adversely affect the usability of the Fieldhouse Complex for Fieldhouse Events other than Indiana Pacers games, or (iv) will materially increase or expand CIB's maintenance obligations as set forth in Section 7(a) hereof or the cost or difficulty of satisfying such obligation. With respect to any addition, improvement, change or alteration to the Fieldhouse Complex which is permitted in accordance with this Section 12, CIB shall cooperate with Manager in a reasonable manner (at no cost or expense to CIB) in applying for and obtaining required permits, approvals and covenants. Manager shall (A) indemnify CIB and the CIB Indemnified Parties from and against all actions, causes of action, demands and claims of any nature whatsoever (including reasonable attorneys' fees) for injury to, or death of, persons, or damage to, or loss of, property in any way arising out of any additions, improvements, changes or alterations to the Fieldhouse Complex undertaken by Manager or by a person or entity under contract with Manager, and (B) complete all such additions, improvements, changes or alterations in a good, safe and workmanlike manner, and in compliance with all applicable local, state and federal codes, ordinances, statutes, laws, rules and regulations. Manager shall be responsible for obtaining any and all permits, consents and approvals required prior to commencing any such work on additions, improvements, changes or alterations. Additionally, all contracts for additions, improvements and alterations to the Fieldhouse Complex shall comply with all applicable laws. All work relating to such material additions, improvements or alterations shall be undertaken and completed in accordance with approved plans and specifications. Reasonably promptly after the completion of the alteration, Manager shall provide as-built drawings to CIB showing the alterations. CIB hereby acknowledges that it has consented to the alteration of the Fieldhouse in order to construct that portion of the Delaware Street Tunnel (as defined in the Training Facility Use Agreement) located on the Real Estate in accordance with the Plans (as defined in the Training Facility Use Agreement).

(b) CIB's Inspection of the Fieldhouse Complex. During the Term, CIB shall have the right, at any time, and from time to time, upon notice to Manager, to inspect all or any portion of the Fieldhouse Complex. Notwithstanding the foregoing, CIB shall not be required to provide notice before entering the Fieldhouse Complex for inspection purposes if CIB, in its reasonable discretion, determines that any emergency exists which requires immediate attention.

SECTION 13. EVENTS OF DEFAULT.

Each of the following shall be an Event of Default hereunder:

(a) Events of Default by PBLLC. It shall be an "Event of Default" hereunder if:

(i) Manager fails to pay any amount required to be paid pursuant to the terms of this Agreement within thirty (30) days after written notice of such failure;

(ii) Manager or PBLLC fails to perform or observe any other of its covenants, agreements, terms or conditions hereunder within thirty (30) days after written notice of such failure from CIB, or, if such failure is not susceptible of cure within such time, then failure to commence such cure within such thirty (30) day period and to diligently prosecute such cure to completion;

(iii) Manager or PBLLC files a voluntary petition in bankruptcy; any involuntary petition is filed in bankruptcy, and the petition is not dismissed within sixty (60) days after the filing; any adjudication is made that Manager or PBLLC is bankrupt; Manager or PBLLC requests or consents to the appointment of a receiver or trustee for the business of Manager or PBLLC or the PBLLC Assets; a receiver or trustee for the business of Manager or PBLLC or the PBLLC Assets is appointed and the appointment is not set aside within sixty (60) days after being made; or the making by Manager or PBLLC of a general assignment for the benefit of creditors; or

(iv) Manager defaults under the Parking Agreement and any applicable cure periods expire.

(b) Remedies of CIB.

(i) Upon an Event of Default, CIB shall have the right to offset the amount by which PBLLC or Manager fails to pay against the sums due from CIB to PBLLC or Manager, from time to time, under this Agreement.

(ii) Upon an Event of Default: (A) of the nature described in clauses 13(a)(i), (ii) or (iv) above, CIB shall also have the right, without any further notice or demand whatsoever, to terminate and cancel this Agreement (with the exception of any remedies which are applicable as a result of the event causing such termination); or (B) of the nature described in clauses 13(a)(i), (ii) or (iv) above, CIB shall have the right, without any further notice or demand whatsoever, (1) to perform such acts as are necessary to cure such Event of Default and to recover the reasonable cost of so doing, and/or (2) specifically enforce any of CIB's rights or Manager's or PBLLC's obligations hereunder.

(iii) PBLLC and Manager hereby acknowledge, agree and stipulate that (A) the public economic, civic and social benefits from the Indiana Pacers playing NBA basketball games in the Fieldhouse Complex as required by this Agreement are unique, extraordinary and immeasurable, (B) the subject matter of this Agreement is unique, (C) CIB, the City of Indianapolis, Marion County, State of Indiana and the public at large will suffer immediate, unique and irreparable harm for which there would be no adequate remedy at law in the event that PBLLC or Manager breach their respective obligations under Section 4(b), 4(c), 4(f), 4(h) or 11 hereof, and (D) money damages for any such breach could not adequately compensate CIB. PBLLC and Manager hereby further acknowledge, agree and stipulate that (1) in addition to all other remedies to which CIB may be entitled, CIB shall be entitled to obtain from a court of competent jurisdiction (subject to Section 36 hereof) specific performance and any other temporary, preliminary or permanent injunctive relief for any breach or threatened or imminent breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof, and (2) the administration of a properly-tailored order for such relief under such circumstances would not be impractical. Such court shall determine whether CIB shall be required to post a bond or other security (subject to any applicable exemption pursuant to applicable statute or trial rule, if any) in connection with any request for such temporary, preliminary or permanent injunctive relief. PBLLC and Manager hereby expressly waive the right to assert any claim contrary to any of the acknowledgements and stipulations set forth in the prior two sentences. CIB, PBLLC and Manager hereby agree that Section 32 hereof may not be invoked with respect to any breach or threatened or imminent breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof.

(iv) With regard to the equitable relief provided for in Section 13(b)(iii) hereof, PBLLC and CIB hereby agree as follows (and PBLLC shall not assert or argue otherwise in any action or proceeding):

(A) Significant obligations are being incurred by CIB to make the Fieldhouse and Parking Facilities available for Home Games and any breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof shall constitute irreparable harm to CIB for which monetary damages or other remedies at law will not be an adequate remedy.

(B) CIB is entitled to obtain injunctive relief prohibiting action, directly or indirectly, by PBLLC that causes or could reasonably be expected to cause a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof.

(C) The administration of a properly-tailored order for such relief under such circumstances would not be impractical.

(D) The threatened injury to CIB of a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 outweighs the potential harm to PBLLC of granting specific performance or an injunction for a breach of Section 4(b), 4(c), 4(f), 4(h) or 11.

(E) The public interest would be served by the granting of specific performance or an injunction for a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof.

(F) In any proceeding seeking such relief for a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof, any requirement for CIB to make any further showing of irreparable harm, balance of harm, consideration of the public interest, or inadequacy of money damages as a condition of any such relief sought or granted is hereby waived, and PBLLC shall not assert or argue otherwise or request the same.

(G) PBLLC waives any right it may have to object to or raise any defense to any actual or requested award of the remedy of specific performance or other equitable relief in any action brought by or on behalf of CIB in respect of a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof in accordance herewith, except the defense that there has not, in fact, been a breach of Section 4(b), 4(c), 4(f), 4(h) or 11 hereof or that this Agreement has been terminated in accordance with the terms of this Agreement.

(H) With respect to Section 4(b) hereof, CIB and PBLLC acknowledge and agree that there exists no adequate and complete remedy at law to enforce PBLLC's obligations under Section 4(b) hereof (including damages or liquidated damages), and that equitable relief by way of a decree of specific performance or any other temporary, preliminary, or permanent injunctive relief (such as a prohibitory injunction barring the Indiana Pacers from relocating or playing their Home Games at any location other than the Fieldhouse in breach of this Agreement or a mandatory injunction requiring the Indiana Pacers to play its Home Games at the Fieldhouse in accordance with this Agreement) is the **only** appropriate remedy for the enforcement of a breach of Section 4(b) hereof, notwithstanding the provisions for liquidated damages set forth in this Agreement.

(v) PCLLC and Manager hereby expressly waive the right to assert any claim contrary to any of the acknowledgements and stipulations set forth in Section 13(b)(iii) and Section 13(b)(iv) hereof. PBLLC

understands and acknowledges that, by operation of the foregoing provisions, it is knowingly and intentionally relinquishing or limiting certain important rights and privileges to which it might otherwise be entitled, including the right to object to a grant of specific performance and injunctive relief, and that its relinquishment and limitation thereof is voluntary and fully-informed.

(vi) Consistent with the parties' intent that the equitable relief set forth in Section 13(b)(iii) hereof is the preferred and most adequate relief for a breach of Section 4(b) hereof, CIB hereby covenants that, in the event of a breach of Section 4(b) hereof, or the threat of a breach of Section 4(b) hereof, (A) CIB shall seek equitable relief as provided by Section 13(b)(iii) hereof before attempting to avail itself of the Liquidated Damages provisions set forth in Section 13(b)(vii) hereof (provided that equitable relief is a remedy available and enforceable at the time of such breach of Section 4(b) hereof), and (B) CIB shall only seek to avail itself of the Liquidated Damages provisions set forth in Section 13(b)(vii) hereof if a court of competent jurisdiction determines that the equitable relief described in Section 13(b)(iii) hereof will not be granted. If a court of competent jurisdiction grants CIB equitable relief under Section 13(b)(iii) hereof for a breach or threatened breach of Section 4(b) hereof, CIB agrees that it will not seek any monetary relief, including Liquidated Damages, under any other provision of this Agreement.

(vii) Notwithstanding anything to the contrary herein, in the event that a court of competent jurisdiction determines, in a final and non-appealable order, which shall include for the avoidance of doubt any order made final and non-appealable by PBLLC not appealing such order, that (A) PBLLC has breached its obligations under Section 4(b) hereof, and (B) the equitable relief described in Section 13(b)(iii) hereof will not be granted or is otherwise unavailable to CIB (a "**Final Order**"), then CIB's sole and exclusive right and remedy with respect to such breach shall be limited to terminating this Agreement by notice to PBLLC, whereupon the then remaining Aggregate Advance Amount and outstanding balance of the Operating Loans shall become immediately due and payable and, within forty-five (45) days of such notice, PBLLC shall pay liquidated damages to CIB in the applicable amount set forth on Exhibit M attached hereto (the "**Liquidated Damages**"). CIB and PBLLC acknowledge and agree that in determining the amount of the Liquidated Damages hereunder (1) that they have exercised care to make a reasonable forecast of direct damages under Indiana law that may arise from a breach by PBLLC of its obligations under Section 4(b) hereof; (2) that despite these efforts, it is infeasible, uncertain, difficult, or impossible to estimate, now or after such breach, such damages with precision, including due to the intangible nature of some of such damages and the number of citizens and businesses that rely upon the presence of the Indiana Pacers in the City of Indianapolis; and (3) they have considered (u) the substantial costs that CIB has agreed to incur in

connection with this Agreement, including the renovation of the Fieldhouse, (v) the extraordinary involvement, covenants and expense of the public in securing PBLLC's commitment to cause the Indiana Pacers to play their Home Games at the Fieldhouse during the Term on the terms and conditions set forth herein, (w) the consequent reduction in the value and the limited re-use options for the Fieldhouse and the Parking Facilities arising from the absence of the Indiana Pacers, (x) the loss of taxes attributable to the Indiana Pacers' operations, (y) the substantial economic benefits conferred upon Manager, PBLLC, and PBLeasing by this Agreement, and (z) the detrimental effect of a breach by PBLLC of its obligations under Section 4(b) hereof on CIB, the City of Indianapolis and the State of Indiana, including the loss of (I) intangible civic, social, and quality of life benefits, (II) national and international exposure, and (III) revenues and other direct and indirect economic benefits. CIB and PBLLC agree and acknowledge that any payment of Liquidated Damages is considered a payment of liquidated damages being paid in lieu of performance, and **not** as a penalty being used to secure performance of the Agreement. In the event of a Final Order, then PBLLC, for itself and its PBLLC Affiliates, hereby waives any right, arising hereunder, at law, in equity, or otherwise, to object to, or otherwise challenge the validity, amount, appropriateness, or legitimacy of the Liquidated Damages as the remedy for a breach by PBLLC of its obligations under Section 4(b) hereof, including, but not limited to, any argument that the Liquidated Damages are an unenforceable penalty.

(viii) Notwithstanding anything to the contrary herein, if CIB collects the Liquidated Damages, (A) CIB hereby waives the right to collect, and shall not seek to collect, any additional monetary or other damages from PBLLC or any other PB Party or any PBLLC Affiliate with respect to any claim arising out of or in connection with any breach by PBLLC of its obligations under Section 4(b) hereof (whether arising under this Agreement or the Parking Agreement or any other agreement with PBLLC, any other PB Party or any PBLLC Affiliate to which CIB is a party), and (B) CIB further waives the right to any equitable relief hereunder.

(ix) PBLLC understands and acknowledges that, by operation of the foregoing provisions, it is knowingly and intentionally relinquishing or limiting certain important rights and privileges to which it might otherwise be entitled, including the right to object to a grant of liquidated damages, and that its relinquishment and limitation thereof is voluntary and fully-informed.

(x) The rights and remedies set forth in this Section 13(b), together with CIB's rights and remedies as set forth in the Parking Agreement, shall be the sole remedies of CIB for any Event of Default hereunder.

(xi) PBLLC acknowledges and agrees that the failure of CIB to seek redress for a breach or default of, or to insist upon the strict performance of any provision of this Agreement, including Section 4(b), 4(c), 4(f), 4(h) or 11 hereof, shall not prevent a subsequent act, which would have constituted a breach or default, from having the effect of a breach or default and no delay in the exercise of any remedy hereunder shall constitute a waiver of that remedy.

(xii) Manager and PBLLC shall be responsible to CIB for all costs and expenses incurred by CIB in successfully enforcing its rights or Manager's or PBLLC's obligations hereunder, including reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

(c) CIB Defaults. Each of the following shall be a "**CIB Default**" hereunder:

(i) CIB fails to pay any amount required to be paid pursuant to the terms of this Agreement within thirty (30) days after written notice of such failure;

(ii) CIB or MCCRFA fail to perform or observe any other of their covenants, agreements, terms or conditions hereunder within thirty (30) days after written notice from Manager, or, if such failure is not susceptible of cure within such time, then failure to commence such cure within such thirty (30) day period and diligently prosecute such cure to completion;

(iii) CIB or MCCRFA files a voluntary petition in bankruptcy; any involuntary petition is filed in bankruptcy, and the petition is not dismissed within sixty (60) days after the filing; any adjudication is made that CIB or MCCRFA is bankrupt; CIB or MCCRFA requests or consents to the appointment of a receiver or trustee for the business of CIB or MCCRFA or the respective assets of CIB or MCCRFA; a receiver or trustee for the business of CIB or MCCRFA or the assets of CIB or MCCRFA is appointed and the appointment is not set aside within sixty (60) days after being made; or the making by CIB or MCCRFA of a general assignment for the benefit of creditors; or

(iv) An event of default by CIB under the Parking Agreement and the expiration of any applicable cure periods.

(d) Remedies of PBLLC and Manager. Upon a CIB Default, Manager and PBLLC shall have the right to offset the amount which CIB fails to pay against the sums due from Manager or PBLLC to CIB, from time to time, under this Agreement. Upon a CIB Default under clauses (c)(i), (ii) or (iv) above, Manager and PBLLC shall also have the right, without any further notice or demand whatsoever, to (i) perform such acts as are necessary to cure the CIB Default, (ii) to recover the reasonable costs of so curing, and (iii) specifically enforce any of Manager's or

PBLLC's rights or CIB's obligations hereunder. Upon (A) a CIB Default under clause (c)(i) above for the failure to pay (despite receiving a final appropriation from the appropriate fiscal body of an amount corresponding thereto) any Video/Sound System License Fee, Operating Expense Reimbursement or CIB Operating Expense Item, or (B) the failure of CIB, for a period of forty-five (45) days, to pay the amount of any final, non-appealable judgment rendered against CIB hereunder, PBLLC shall also have the right, at PBLLC's option, to terminate this Agreement on behalf of the PB Parties by written notice to CIB, and upon such termination, any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be deemed to have been forgiven and no Liquidated Damages, termination fee or any other cost, fee, premium or penalty shall be due to CIB. The rights and remedies set forth in this Section 13(d), together with PBLLC's rights and remedies as set forth in the Parking Agreement, shall be the sole remedies for any CIB Default hereunder. CIB acknowledges and agrees that the failure of any PB Party to seek redress for a breach or default of, or to insist upon the strict performance of any provision of this Agreement shall not prevent a subsequent act, which would have constituted a breach or default, from having the effect of a breach or default and no delay in the exercise of any remedy hereunder shall constitute a waiver of that remedy. CIB shall be responsible to Manager and PBLLC for all costs and expenses incurred by Manager or PBLLC in successfully enforcing their rights or CIB's obligations hereunder, including but not limited to, all reasonable attorneys' fees, together with interest at a rate equal to eighteen percent (18%) per annum.

SECTION 14. COVENANT OF QUIET ENJOYMENT, TITLE AND NON-DISTURBANCE.

(a) Covenant of Quiet Enjoyment. CIB and MCCRFA represent, warrant and covenant that (i) all portions of the Real Estate upon which the Fieldhouse Complex is constructed are owned in fee simple by CIB or MCCRFA, (ii) CIB currently has the right to possession of those portions of the Real Estate owned by MCCRFA pursuant to a lease (such lease, as amended and or replaced from time to time, the "**MCCRFA Lease**") and will either maintain such right to possession of such portions of the Real Estate pursuant to the MCCRFA Lease (or a lease with a substantially similar governmental leasing body that joins in this Agreement, pursuant to an amendment reasonably acceptable to Manager, in order to assume and confirm all of MCCRFA's representations, warranties and covenants hereunder with respect to itself, such lease and any real estate owned by such body) or own the Real Estate in fee simple during the entire Term, (iii) the Real Estate and the Fieldhouse Complex are free of all liens and encumbrances, subject only to the Permitted Encumbrances, (iv) CIB will own or have the right to possession of all of Owner's Portion of the FF&E Package free and clear of all liens and encumbrances and (v) during the Term, Manager shall have the quiet and peaceable exclusive right, authority, license and privilege, for and during the Term, to possess, occupy and operate the Fieldhouse Complex as provided hereunder, without interruption by any party claiming under, by or through MCCRFA or CIB. If there is a material breach of any of the foregoing covenants that cannot be cured within the earlier of (A) thirty (30) days after written notice to CIB or (B) the date occupancy by Manager is materially affected, then Manager, at its option, may terminate this Agreement on behalf of the PB Parties without payment of any Liquidated Damages, termination fee or any other cost, fee, premium or penalty and shall have forgiven any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans.

(b) Title to Property. Title to the Fieldhouse Complex, including all fixtures, equipment and other personal property or improvements located therein or attached thereto, from time to time, by, at the request of, or as a result of a contract with, CIB or MCCRFA shall be and remain in MCCRFA and leased to CIB under the MCCRFA Lease (or, if CIB has acquired the fee simple interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall be and remain in CIB), including all fixtures, equipment and other personal property or improvements located therein or attached thereto in the satisfaction by CIB of its obligations under this Agreement and the Parking Agreement (including but not limited to the Scheduled Capital Repairs and Replacements and Refresh Improvements and Technology Improvements Work performed (or paid or reimbursed) by CIB. Title to trade fixtures, equipment and other personal property heretofore or hereafter placed in, or attached to, the Fieldhouse Complex by PBLLC's or Manager's tenants, licensees or concessionaires shall be controlled by PBLLC's or Manager's agreement with any such licensee or concessionaire. Such tenants, licensees and concessionaires of PBLLC or Manager shall be permitted to remove their respective fixtures, equipment and other personal property in accordance with their respective agreements with PBLLC or Manager; provided that Manager shall be responsible for all damage and/or injury caused by such removal. Title to trade fixtures, equipment and other personal property heretofore or hereafter placed in, or attached to, the Fieldhouse Complex by PBLLC, Manager or their tenants, licensees, or concessionaires shall not rest in CIB or MCCRFA and may be removed at any time during the Term by Manager, with any resulting damage being Manager's sole obligation; provided that, subject to agreements between PBLLC or Manager and their tenants, licensees and concessionaires, title to any fixture, trade fixture or equipment placed in, or attached to, the Fieldhouse Complex by PBLLC, PBLLeasing or Manager, which is integral or otherwise necessary with respect to the operation of the Fieldhouse Complex and the successful undertaking of Fieldhouse Events (including, but not limited to the Video/Sound System) shall vest in MCCRFA subject to the MCCRFA Lease with CIB (or, if CIB has acquired the fee simple interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall vest in CIB) upon the expiration or earlier termination of this Agreement, and, though title to such fixtures, trade fixtures and equipment shall be vested in PBLLC, PBLLeasing, or Manager during the Term, none of PBLLC, PBLLeasing nor Manager shall have the right during the Term to remove such fixtures, trade fixtures and equipment from the Fieldhouse Complex without the prior written consent of CIB. If Manager does not so remove any trade fixtures, equipment and other personal property or improvements owned by PBLLC or Manager prior to the date that is ninety (90) days after the expiration or earlier termination of the Term, then CIB, upon termination of this Agreement may, at its option, (i) treat any such item as having been abandoned, in which event it shall become the property of MCCRFA subject to the MCCRFA Lease with CIB (or, if CIB has acquired the fee simple interest in the Real Estate pursuant to its option under the MCCRFA Lease, shall become the property of CIB), to be retained or disposed of at CIB's cost in such manner as CIB may deem appropriate or (ii) require Manager to remove any such item.

(c) Disposal of Property. Manager, in its reasonable business judgment and in compliance with all applicable laws, codes, statutes, rules and regulations, may sell or dispose of any portion of the Owner's Portion of FF&E Package or other fixtures, equipment and other personal property or improvements belonging to CIB and used in connection with the operation of the Fieldhouse Complex, that is outmoded, inefficient, has outlived its useful life or is obsolete with respect to the operation of the Fieldhouse Complex, provided that in the case of any item that has material value and can be sold or traded, the proceeds resulting from such sale or trade are

used to acquire additional items in the name of CIB for the operation of the Fieldhouse Complex and that in the case of any item that has no material value or cannot be readily traded or sold, such item may be disposed of as deemed appropriate by Manager, including but not limited to donation to a not-for-profit organization. Manager shall not sell or dispose of any item owned by CIB to PBLLC, a PBLLC Affiliate, a Simon Affiliate or a Simon Family Affiliate in a transaction that yields below a Prevailing Rate Payment. Manager and CIB shall adhere to the following procedure, pursuant to which CIB shall have the right to monitor, tag and trace all aspects of the Owner's Portion of the FF&E Package, and other fixtures, equipment and personal property at the Fieldhouse belonging to CIB:

1. CIB shall have access to the Fieldhouse Complex for the purposes of marking and/or tagging all aspects of the Owner's Portion of the FF&E Package, which access shall be provided between 9:00 a.m. to 5:00 p.m., Monday through Friday upon the request of CIB, provided such process will be performed with Manager's representative(s) and at a time and in a manner so as not materially to interfere with the operation of the Fieldhouse.
2. CIB shall have the right to conduct an annual audit of the Fieldhouse Complex, using CIB employees or other agents reasonably acceptable to Manager in order to confirm that all aspects of the Owner's Portion of the FF&E Package are located within the Fieldhouse Complex, which audit shall be at a mutually agreed upon time and with Manager's representative(s).
3. If, as a result of the annual audit of the Fieldhouse Complex, it is determined that certain aspects of the Owner's Portion of the FF&E Package are not located within the Fieldhouse Complex and such items or aspects were not disposed of by Manager in the manner provided in this Section 14(c), then Manager promptly shall replace such missing or unlocatable items upon the written direction of CIB, which replacement shall be at the expense of Manager to the extent not covered by the insurance required to be carried by CIB under Section 8(a)(i) hereof and Manager shall be responsible for any deductible.
4. Any dispute relating to this procedure, the results of the audit or the responsibility for the replacement of any item shall be subject to the Arbitration Procedure.

(d) Non-Disturbance From MCCRFA. MCCRFA agrees that upon any default under the MCCRFA Lease that results in a termination of the MCCRFA Lease or possession by MCCRFA of the Fieldhouse Complex, Manager shall be entitled, at its election, (i) to terminate this Agreement on behalf of the PB Parties without payment of any Liquidated Damages, termination fee or any other cost, fee, premium or penalty and have forgiven any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans or (ii) to not be disturbed with respect to their rights hereunder so long as no Event of Default is outstanding. In the event PBLLC and Manager elect non-disturbance, MCCRFA shall attorn to PBLLC,

PBLEasing and Manager and be bound by all of the obligations of CIB under this Agreement and the Parking Agreement.

(e) Non-Disturbance From Mortgagees. It is a condition of the PB Parties' obligations hereunder that the holder of any mortgage on the Fieldhouse Complex provide Manager with an agreement in form and substance reasonably satisfactory to Manager that, in the event of a foreclosure of such mortgage, the appointment of a receiver for the benefit of such mortgagee or the enforcement of any remedy by such mortgagee affecting occupancy by Manager of the Fieldhouse Complex or in any way impairing the rights of the PB Parties' hereunder, entitling Manager, at its election, (i) to terminate this Agreement on behalf of the PB Parties without payment of any Liquidated Damages, termination fee or any other cost, fee, premium or penalty and have forgiven any remaining Aggregate Advance Amount and any outstanding balance of the Operating Loans or (ii) to non-disturbance by such mortgagee of the PB Parties and their rights hereunder so long as no Event of Default is outstanding.

SECTION 15. AUTHORIZATION AND EXECUTION BY CIB AND MCCRFA.

CIB and MCCRFA represent and warrant that: (i) they have performed and complied with all applicable codes, ordinances, statutes, laws, rules and regulations, necessary or requisite to CIB's entering into and carrying out the terms of this Agreement; (ii) this Agreement is the valid and binding obligation of CIB and MCCRFA, enforceable against them in accordance with its terms; and (iii) CIB and MCCRFA have full power and authority to enter into and to perform this Agreement.

SECTION 16. AUTHORIZATION AND EXECUTION BY PB PARTIES.

(a) PBLLC represents and warrants that: (i) it has been duly organized, and is validly existing under the laws of the State of Indiana; (ii) it has performed and complied with all applicable laws, ordinances, rules and regulations as are necessary or requisite to PBLLC's entering into this Agreement; (iii) PBLLC has the full power and authority to enter into and perform this Agreement; and (iv) this Agreement is the valid and binding obligation of PBLLC.

(b) PBLEasing represents and warrants that: (i) it has been duly organized, and is validly existing under the laws of the State of Indiana; (ii) it has performed and complied with all applicable laws, ordinances, rules and regulations as are necessary or requisite to PBLEasing's entering into this Agreement; (iii) PBLEasing has the full power and authority to enter into and perform this Agreement; and (iv) this Agreement is the valid and binding obligation of PBLEasing.

(c) Manager represents and warrants that: (i) it has been duly organized, and is validly existing under the laws of the State of Indiana; (ii) it has performed and complied with all applicable laws, ordinances, rules and regulations as are necessary or requisite to Manager's entering into this Agreement; (iii) Manager has the full power and authority to enter into and perform this Agreement; and (iv) this Agreement is the valid and binding obligation of Manager.

SECTION 17. ENVIRONMENTAL MATTERS.

Subject to the Environmental Disclosure Memorandum, CIB and MCCRFA represent, warrant and covenant that as of the date of execution of the Original Operating Agreement and as of the Commencement Date:

(i) There are no Hazardous Materials at, on or under the Fieldhouse Complex and there are no violations of any Environmental Laws with respect to the Fieldhouse Complex.

(ii) There are no underground storage tanks at the Fieldhouse Complex.

(iii) To the extent that there were Hazardous Materials present at, on or under the Fieldhouse Complex or any violation of Environmental Laws at the time CIB or MCCRFA took title or during the course of excavation, development, or construction of the Fieldhouse Complex, the same have been or will have been remedied by or on behalf of CIB or MCCRFA to the extent that no violations of Environmental Laws will exist as of the Commencement Date.

SECTION 18. NOTICES.

Any notices required or permitted to be given under the terms of this Agreement shall be effective only if in writing and delivered either in person to the other party's authorized agent, or by prepaid overnight courier service, to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

PBLLC or Manager: Pacers Basketball, LLC
125 South Pennsylvania Street
Indianapolis, IN 46204
Attention: President

With a copy to: Pacers Basketball, LLC
125 South Pennsylvania Street
Indianapolis, IN 46204
Attention: General Counsel

With a copy to: Herbert Simon
Simon Property Group
225 W. Washington St.
Indianapolis, IN 46204

With a copy to: Stephen Simon
Simon Equity Partners
100 Spear St., Suite 1115
San Francisco, CA 94105

With a copy to: Matthew G. DeLaruelle
Ice Miller LLP
One American Square
Suite 2900
Indianapolis, Indiana 46282-0002

CIB: Mr. Augustus Levensgood
Executive Director
Indiana Convention Center
100 S. Capitol Avenue
Indianapolis, Indiana 46225

With a copy to: Kobi M. Wright, Esq.
Business Operations Director and Senior Staff Counsel
Indiana Convention Center
100 S. Capitol Avenue
Indianapolis, Indiana 46225

With a copy to: Capital Improvement Board of Managers of Marion
County, Indiana
100 S. Capitol Avenue
Indianapolis, Indiana 46225
Attention: President

With a copy to: Mary E. Solada, Esq.
Bingham Greenebaum Doll LLP
2700 Market Tower
10 W. Market Street
Indianapolis, Indiana 46204

With a copy to: Bryan J. Collins, Esq.
Bingham Greenebaum Doll LLP
2700 Market Tower
10 W. Market Street
Indianapolis, Indiana 46204

In the event Manager is notifying CIB with respect to any matter described under Section 7(a) hereof, Manager shall also provide telephone and facsimile notice to Augustus Levensgood (facsimile number: (317) 262-3685 and telephone number: (317) 262-3410). All notices sent in accordance with this Section 18 shall be deemed given and effective on the date delivered if made in person or on the date deposited if sent via overnight courier service.

SECTION 19. PBLLC EXCULPATION.

Notwithstanding anything in this Agreement to the contrary, CIB agrees that, no officer, employee, manager or member in or of PBLLC, PBLLeasing or Manager or of any of their

respective successors or assigns, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against PBLLC, PBLLeasing or Manager, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 19 shall relieve any person or entity for liability or damages from fraud.

SECTION 20. CIB AND MCCRFA EXCULPATION.

Notwithstanding anything in this Agreement to the contrary, PBLLC, PBLLeasing and Manager agree that, no officer, director, manager, board member, agent or employee in or of CIB or of MCCRFA, or of any successor or assign of either of them, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against CIB of MCCRFA, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 20 shall relieve any person or entity for liability or damages from fraud.

SECTION 21. COOPERATION.

CIB and MCCRFA and Manager recognize that it is in the best interests of each of them, and of the citizens of Indianapolis and of Marion County, Indiana, to strive to maximize the number of events conducted at, and the amount of revenues realized from, the Fieldhouse Complex. CIB, in addition to leasing the Fieldhouse Complex, leases and operates the Indiana Convention Center and Lucas Oil Stadium (collectively, the "**ICC Complex**"), consisting of facilities that could be used for many of the events that have been, or could be conducted in the Fieldhouse Complex. While CIB and Manager each acknowledge that certain events that could be conducted in either facility may be better suited to one facility or the other for a variety of reasons, CIB recognizes that substantial economic detriment could accrue to the Fieldhouse Complex and Manager if CIB sought to attract to the ICC Complex events that could be staged at the Fieldhouse Complex with as favorable an effect on the community. As a material inducement to Manager to enter into this Agreement, CIB agrees that: (i) it will not attempt to induce any event to be booked into the ICC Complex instead of into the Fieldhouse Complex by providing reduced rates or rents; and (ii) it will conduct the operation of the ICC Complex in such a fashion as is reasonably possible, to contribute to the success of both the Fieldhouse Complex and the ICC Complex. This agreement by CIB shall not be construed to mean that CIB will not make the ICC Complex available for events at the request of the promoter of the event according to its normal procedures for events in the facility, but rather only that it will not modify its customary procedures in a way that is economically beneficial to the promoter to cause the event to be staged in the ICC Complex rather than in the Fieldhouse Complex. CIB and Manager shall meet regularly to discuss the promotion activities of each facility and prospective events for each facility. All efforts shall be made to

determine in good faith the proper venue for each prospective event and to develop cooperative advertising and solicitation with a view to maximizing the events to be held in the Fieldhouse Complex.

SECTION 22. SUCCESSORS AND ASSIGNS.

This Agreement is binding upon, and shall inure to the benefit of, the parties hereto, and to their respective successors and assigns (including any governmental entity that by law, is charged with the obligations of CIB hereunder, it being understood that CIB shall continue to be bound).

SECTION 23. TIME IS OF THE ESSENCE.

The times for performance provided in this Agreement are essential due to the obligations and expenditures of the parties. If a time is not specified, performance shall be required promptly and with due regard to the conditions of performance of other parties in reliance thereon.

SECTION 24. COOPERATION BETWEEN PARTIES.

Unless expressly set forth herein to the contrary, approvals and consents required hereunder by any party hereto shall not be unreasonably withheld, conditioned or delayed.

SECTION 25. INTENTIONALLY DELETED.

SECTION 26. ENTIRE AGREEMENT.

This Agreement amends and restates the Fieldhouse Complex Documents other than the Parking Agreement and, together with the Parking Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof from and after the Effective Date.

SECTION 27. INTENTIONALLY OMITTED.

SECTION 28. GUARANTIES.

MCCRFA joins in this Agreement in order to be bound by all of its indemnities, expressly stated obligations, representations, warranties and covenants herein and in order to be bound by and guaranty the terms of all of the expressly stated obligations, indemnities, representations, warranties and covenants of CIB hereunder and under the Parking Agreement. Upon the conveyance of the fee simple interest in the Real Estate to CIB, CIB shall be deemed to have assumed all of MCCRFA's indemnities, expressly stated obligations, representations, warranties and covenants herein and MCCRFA shall be released from all of its indemnities, expressly stated obligations, representations, warranties and covenants herein to the extent accruing or first arising after the date of such conveyance. PBLLC joins in this Agreement in order to be bound by all of its expressly stated obligations, representations, warranties and covenants herein and in order to be bound by and guaranty the terms of all of the expressly stated obligations, indemnities, representations, warranties and covenants of Manager hereunder and under the Parking Agreement.

SECTION 29. TERMINATION.

(a) Termination Due to Unenforceability. The parties agree that the indemnities and other material obligations of CIB are a fundamental part of the consideration to induce the PB Parties to enter into this Agreement. If (i) CIB fails or refuses to honor any indemnity benefitting a PBLLC Indemnified Party hereunder or under the Parking Agreement and such indemnity is found by a court of competent jurisdiction to be unenforceable against CIB, or (ii) CIB or MCCRFA fail or refuse to fulfill (or cause to be fulfilled) any material obligation or breach any material representation of CIB or MCCRFA under this Agreement or the Parking Agreement and any such obligation or breach of representation is found by a court of competent jurisdiction to be unenforceable against CIB or MCCRFA, Manager, at its option, may, upon written notice to CIB, terminate this Agreement on behalf of the PB Parties without the payment of any Liquidated Damages, termination fee or any other cost, fee, premium or penalty and have forgiven any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans.

(b) Termination Due to Failure to Appropriate. If CIB fails to obtain, prior to commencement of its fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder for such fiscal year after taking into account all of CIB's other obligations and liabilities, whether under this Agreement or otherwise, including without limitation its obligations to pay the Operating Expense Reimbursements to Manager, pay the CIB Operating Expense Items, pay the Video/Sound System License Fee to PBLLC and fund its obligations with respect to the Scheduled Capital Repairs and Replacements, Technology Improvements Work and Refresh Improvements, PBLLC shall have the right, at PBLLC's option, to terminate this Agreement on behalf of the PB Parties by written notice to CIB, and upon such termination, any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans shall be deemed to have been forgiven and no Liquidated Damages, termination fee or any other cost, fee, premium or penalty shall be due to CIB.

(c) Termination Due to Failure to Agree Upon Technology Funding. If on or before June 30, 2036, CIB, MCCRFA and the PB Parties have not executed an amendment to this Agreement regarding the definition of 'Technology Improvements' and the amount of 'Technology Improvement' expenditures to be made at the cost of CIB for the remaining Term after June 30, 2036, Manager, at its option, may, upon written notice to CIB, terminate this Agreement on behalf of the PB Parties without the payment of any Liquidated Damages, termination fee or any other cost, fee, premium or penalty other than the Technology Termination Fee and have forgiven any remainder of the Aggregate Advance Amount and any outstanding balance of the Operating Loans. The effective date of a termination pursuant to this Section 29(c) shall be the later to occur of (1) June 30, 2037, or (2) thirty (30) days after the end of the NBA Season ending in the year 2037. Manager or PBLLC shall pay the Technology Termination Fee to CIB by wire transfer on or before the effective date of such termination.

(d) Intentionally Omitted.

(e) Termination Due to Failure of NBA. If the NBA ceases to exist and PBLLC does not intend to join a successor or replacement professional basketball league, PBLLC shall have the right to terminate this Agreement on behalf of the PB Parties upon thirty (30) days' prior written

notice to CIB. If the NBA ceases to exist and either (i) PBLLC does not give notice to CIB within thirty (30) days of the date the NBA ceases to exist that the Indiana Pacers intend to join a successor or replacement professional basketball league, or (ii) notwithstanding such notice, the Indiana Pacers do not become a team of a successor or replacement professional basketball league within one hundred eighty (180) days of the date the NBA ceases to exist, then CIB may terminate this Agreement upon thirty (30) days' prior written notice to PBLLC.

(f) Termination Rights. The PB Parties shall not have a right to terminate this Agreement except as set forth in Sections 1(c), 7(e), 7(g), 7(j), 10, 13(d), 14 and 29 hereof and Exhibit F attached hereto. For the avoidance of doubt, any termination by a PB Party pursuant to Sections 1(c), 7(e), 7(g), 7(j), 10, 13(d), 14 or 29 hereof or Exhibit F attached hereto shall not result in any Liquidated Damages. CIB shall not have a right to terminate this Agreement except as set forth in Sections 10(b), 13(b) and 29(e). For the avoidance of doubt, any termination by CIB pursuant to Section 10(b) or 29(e) shall not result in any Liquidated Damages and Liquidated Damages shall be payable only as expressly provided in Section 13(b). The then remaining Aggregate Advance Amount and outstanding balance of the Operating Loans shall become immediately due and payable upon the early termination of this Agreement except as provided in Sections 10(a), 10(b), 13(d), 14(a), 14(d), 14(e), 29(a), 29(b) and 29(c). Any required repayment of the remaining Aggregate Advance Amount and outstanding balance of the Operating Loans shall be offset by the Video/Sound System Termination Fee. PBLLC and Manager acknowledge and agree that any payment of the remaining Aggregate Advance Amount and outstanding balance of the Operating Loans required hereunder is payment of amounts due and owing and is in addition to, and not in lieu of, any other remedy provided for in this Agreement.

SECTION 30. FORCE MAJEURE.

The obligations of each of the parties hereto are subject to Force Majeure.

SECTION 31. CONSTRUCTION MATTERS.

(a) CIB Obligations. CIB represents and warrants to Manager that CIB has caused third party contractors and consultants to design and substantially construct the Fieldhouse Complex, the Virginia Avenue Parking Garage and the Affiliated Projects in compliance with the CIB Construction Plans and, otherwise, in accordance with all Codes as the same are in effect as of the date of the Commencement Date and with the NBA Standards as of the date of written approval by the NBA per the NBA Letter.

(b) Warranties. CIB shall (i) honor warranty claims relating to its maintenance responsibilities under this Agreement and (ii) assign to Manager all warranties relating to Manager's maintenance obligations under this Agreement, together with the right to enforce the same, however CIB shall cooperate with Manager in causing the necessary enforcement of such warranties. In addition, whenever CIB or Manager requests that the other party enforce a warranty relating to the Fieldhouse Complex or any component thereof, CIB or Manager, respectively, shall promptly enforce such warranty or assign to the other party full enforcement rights with respect thereto.

SECTION 32. ALTERNATIVE DISPUTE RESOLUTION.

(a) Operations Review Committee. Subject to the terms of this Section 32(a), a committee comprised of three (3) individuals consisting of a representative of CIB (that does not have a conflict of interest adverse to Manager, PBLLC or any PBLLC Affiliate), a representative of Manager (that does not have a conflict of interest adverse to CIB and/or MCCRFA) and an arena operations expert jointly selected by CIB and Manager (the "**Operations Review Committee**") may decide disputes between the parties under this Agreement arising out of any of the following:

(i) the selection of a replacement venue for purposes of the definition of Generally Accepted Industry Practices as provided therein;

(ii) whether a particular maintenance, repair or replacement obligation of any item that is not a Technology Improvement is that of CIB or Manager pursuant to Section 7(a) or 7(b) to the extent the costs of such maintenance, repair or replacement are or would be less than Five Hundred Thousand Dollars (\$500,000) on an annual basis;

(iii) whether an item that is not a Technology Improvement has reached its Replacement Threshold, the replacement of which will cost less than Five Hundred Thousand Dollars (\$500,000); or

(iv) whether a particular standard or practice is a Generally Accepted Industry Standard to the extent such Generally Accepted Industry Standard does not relate to a Technology Improvement and the costs of implementing such standard or practice with respect to the Fieldhouse Complex are or would be less than Five Hundred Thousand Dollars (\$500,000) on an annual basis.

If a dispute exists that is subject to determination by the Operations Review Committee, either Manager or CIB may give notice to a Senior Management Representative of the other party of its intent to submit the dispute to the Operations Review Committee. The parties agree to use good faith efforts to try to schedule, as soon as possible following such notice, a meeting between their respective appropriate representatives to attempt to resolve such dispute. If such dispute is not resolved within ten (10) Business Days following such notice, the party that gave notice of its intent to submit the dispute to the Operations Review Committee may formally submit the dispute to the Operations Review Committee by giving notice to the other party (a "**Submission Notice**" for purposes of this Section 32(a)) at any time after the expiration of such ten (10) Business Day period. Both Manager and CIB shall have the right to submit, by giving a Submission Notice, up to two (2) disputes each (not including any disputes regarding Section 32(a)(i)) to the Operations Review Committee in any calendar year and once a party has utilized its two (2) submissions by giving two (2) Submission Notices (other than Submission Notices regarding a Section 32(a)(i)) in any calendar year, such party may not submit any additional disputes (other than a dispute regarding Section 32(a)(i)) to the Operations Review Committee for the remainder of such calendar year (any such additional dispute, to the extent not submitted to the Operations Review Committee by the other party that has not reached such annual submission limit, to be resolved by other means, including without limitation, subject to Section 32(c), by the Arbitration Procedure,

and subject to Section 36, by a court of competent jurisdiction). The costs of each party's representative shall be borne by such party. The costs of the third member shall be shared equally by the parties. The parties hereby agree that, upon submission of a dispute to the Operations Review Committee, they shall jointly request Terry Savarise to serve as the third member of the Operations Review Committee for such dispute. If Terry Savarise declines or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall request Allen Johnson to serve as the third member. If Allen Johnson declines to serve or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall cooperate in good faith to jointly select a third member as soon as possible. The affirmative vote of two (2) members of the Operations Review Committee shall be required to resolve any dispute to be decided by the Operations Review Committee. Manager and CIB shall be entitled to present information or materials to the Operations Review Committee before or during a meeting set to resolve an issue. The parties shall submit materials and schedule a meeting to resolve the dispute within ten (10) Business Days after the selection of the third member of the Operations Review Committee and the Operations Review Committee shall vote to resolve the dispute within thirty (30) days after the selection of the third member of the Operations Review Committee. The decision of the Operations Review Committee as to any matter to be determined by the Operations Review Committee under the terms of this Agreement shall be final and shall have the effect of a final, non-appealable judgment for all purposes hereunder.

(b) Technology Review Committee. Subject to the terms of this Section 32(b), a committee comprised of three (3) individuals consisting of a representative of CIB (that does not have a conflict of interest adverse to Manager, PBLLC or any PBLLC Affiliate), a representative of Manager (that does not have a conflict of interest adverse to CIB and/or MCCRFA) and an arena technology expert jointly selected by CIB and Manager (the "**Technology Review Committee**") may decide disputes between the parties under this Agreement arising out of any of the following:

- (i) whether an item that is a Technology Improvement has reached its Replacement Threshold, the replacement of which will cost less than Five Hundred Thousand Dollars (\$500,000);
- (ii) whether an item is a Technology Improvement;
- (iii) the failure of the parties to mutually agree upon a schedule to complete Technology Improvement Work; or
- (iv) whether a particular standard or practice is a Generally Accepted Industry Standard to the extent such Generally Accepted Industry Standard relates to a Technology Improvement and the costs of implementing such standard or practice with respect to the Fieldhouse Complex are or would be less than Five Hundred Thousand Dollars (\$500,000) on an annual basis.

If a dispute exists that is subject to determination by the Technology Review Committee, either Manager or CIB may give notice to a Senior Management Representative of the other party of its intent to submit the dispute to the Technology Review Committee. The parties agree to use

good faith efforts to try to schedule, as soon as possible following such notice, a meeting between their respective appropriate representatives to attempt to resolve such dispute. If such dispute is not resolved within ten (10) Business Days following such notice, the party that gave notice of its intent to submit the dispute to the Technology Review Committee may formally submit the dispute to the Technology Review Committee by giving notice to the other party (a "**Submission Notice**" for purposes of this Section 32(b)) at any time after the expiration of such ten (10) Business Day period. After the Technology Review Committee has decided disputes under Section 32(b)(i) and 32(b)(iv) for replacements and implementing standards and practices costing in excess of Five Million Dollars (\$5,000,000) in the aggregate over the Term (the cost of implementing a standard or practice for such purpose being determined on an annual basis), either Manager or CIB shall have the right reject a Submission Notice within (10) Business Days after receipt of such Submission Notice by issuing an arbitration request pursuant to Section 32(c) or filing a proceeding in a court of competent jurisdiction pursuant to Section 36 within such ten (10) Business Day period. The costs of each party's representative shall be borne by such party. The costs of the third member shall be shared equally by the parties. The parties hereby agree that, upon submission of a dispute to the Technology Review Committee, they shall jointly request Jack Wrightson to serve as the third member of the Technology Review Committee for such dispute. If Jack Wrightson declines or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall request Scott Dorsey to serve as the third member. If Scott Dorsey declines to serve or does not agree to serve within ten (10) days of such request or resigns after agreeing to serve, the parties shall cooperate in good faith to jointly select a third member as soon as possible. The affirmative vote of two (2) members of the Technology Review Committee shall be required to resolve any dispute to be decided by the Technology Review Committee. Manager and CIB shall be entitled to present information or materials to the Technology Review Committee before or during a meeting set to resolve an issue. The parties shall submit materials and schedule a meeting to resolve the dispute within ten (10) Business Days after the selection of the third member of the Technology Review Committee and the Technology Review Committee shall vote to resolve the dispute within thirty (30) days after the selection of the third member of the Technology Review Committee. The decision of the Technology Review Committee as to any matter to be determined by the Technology Review Committee under the terms of this Agreement shall be final and shall have the effect of a final, non-appealable judgment for all purposes hereunder.

(c) Arbitration Procedure. Except with respect to any breach or threatened or imminent breach of Sections 4(b), 4(c), 4(f), 4(h) or 11 hereof or any dispute decided by a Review Committee that is not subject to challenge, in the event that CIB and/or MCCRFA, on one hand, and a PB Party, on the other hand, have a dispute as to any matter relating to this Agreement or the Parking Agreement, either party may request that the matter be resolved by arbitration under the auspices of the American Arbitration Association ("**AAA**") and otherwise as set forth herein ("**Arbitration Procedure**"). In such event, the AAA shall provide the parties with a panel of potential Arbitrators consisting of at least seven (7) persons who are independent of the parties and who have experience in connection with disputes involving arena or stadium facilities. The party not seeking arbitration shall have the first opportunity to strike and the parties shall strike alternately until a single Arbitrator remains. If the Arbitrator selected cannot serve, the AAA shall provide another panel and the same striking procedure shall be utilized. The Arbitrator shall be requested to set a hearing as soon as possible in Indianapolis. The AAA's Commercial Arbitration Rules shall apply, except that discovery shall be available under the Federal Rules of Civil Procedure for the Southern

District of Indiana. The parties shall share equally in the cost of arbitration, provided that the Arbitrator may award arbitrator's fees and attorneys' fees to either party as the Arbitrator deems appropriate. The scope of the Arbitrator's award shall be limited as expressly set forth elsewhere herein or, if not limited elsewhere, shall be limited to the matter in dispute and to counterclaims relating directly to the dispute. The Arbitrator shall be instructed to use best efforts to make a decision within twenty (20) days of the date of hearing, but otherwise as soon as possible. Either party may appeal a decision of the Arbitrator for a mistake of law or fact unless the matter in dispute is less than Fifty Thousand Dollars (\$50,000.00). The Arbitrator shall, at the request of either party, include in the award findings of fact and conclusions of law of the type which would be required under Rule 52 of the Federal Rules of Civil Procedure. The Arbitrator shall not be empowered to award equitable relief or damages (other than as expressly stated with respect to arbitrator's fees and attorneys' fees). Until the parties resort to litigation as allowed hereunder, the parties shall keep the dispute and the arbitration private and confidential to the extent reasonably practicable and allowable by law.

(d) Expansion Project. Notwithstanding anything to the contrary herein, (i) if either CIB or Manager determines at any time that the total Expansion Project Budget will be exceeded, the parties will confer to resolve the issue pursuant to a mutual agreement, and (ii) any such issue shall not be subject to Procedures 19 or 20 of Exhibit J or this Section 32.

SECTION 33. TERMINATION OF EARLY OCCUPANCY AGREEMENT.

The Agreement For Partial Occupancy of Conseco Fieldhouse dated September 8, 1999 was terminated effective November 1, 1999 and is of no further force or effect.

SECTION 34. INTENTIONALLY OMITTED.

SECTION 35. CONFIDENTIALITY; PUBLIC STATEMENTS. Subject to applicable law, CIB shall not disclose any proprietary and confidential information of any PB Party, Fever Basketball, LLC or any other PBLLC Affiliate. Prior to releasing any public statements regarding the execution of this Agreement, CIB and PBLLC shall mutually agree upon the content of any such statement.

SECTION 36. CHOICE OF LAW; VENUE; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without reference to any choice of law principles or rules. Subject to Section 32 hereof, the parties hereby consent to the personal jurisdiction of the state and federal courts sitting in the State of Indiana for purposes of any dispute arising in connection with this Agreement or the Parking Agreement, provided that any party shall have the absolute right to change the venue of any proceeding filed in a court of the State of Indiana located in Marion County to an alternate venue, in accordance with the following procedure. Upon any party giving the opposing party notice of the exercise of its right to change the venue of the proceeding, the involved parties shall have three (3) days within which to mutually agree upon the county to which venue shall be changed. If no such agreement is reached within such three (3) day period, the parties shall within the next fourteen (14) days alternatively strike off the names of the following counties: Allen, Boone, Hamilton, Hendricks, Hancock, Johnson, Morgan, Monroe, Shelby, Tippecanoe and Vanderburgh Counties of the State of Indiana. The party which exercised the right to change the

venue shall strike first, and the action shall be sent to the county remaining not stricken under such procedure. The parties hereby waive any right they may have to assert the doctrine of *forum non conveniens* or to otherwise object to venue or a motion to change venue permitted by this Section 36. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PARKING AGREEMENT.

SECTION 37. SUBJECT TO NBA RULES. This Agreement is subject to the NBA Rules and approval by the NBA. If there is a conflict between the provisions of this Agreement and the NBA Rules in effect at any time during the Term, the NBA Rules shall govern and control. Notwithstanding the foregoing, this Agreement shall not be subject to, or be deemed modified by, any of the NBA Rules that have the result of: (i) modifying the Term; (ii) terminating or modifying PBLLC's obligations under Section 4(b) with respect to Home Basketball Games (for the avoidance of doubt, however, such obligations shall be subject to and may be modified by the NBA Rules and scheduling applicable to PBLLC and the owners of all other teams in the NBA as provided in Section 4(b)); (iii) increasing the \$50,000 cap per NBA Season on CIB's obligations under the last paragraph of Section 7(a); (iv) intentionally omitted; (v) terminating or modifying the rights and obligations of the parties under Section 28; (vi) intentionally omitted; (vii) terminating or modifying any requirement of Manager herein to repay the Aggregate Advance Amount and/or the Operating Loans; (viii) terminating or modifying the remedies of any party as set forth in Section 13(b) or Section 13(d) with respect to any Event of Default under Sections 4(b) or 28; or (ix) giving Manager or PBLLC the right to terminate this Agreement for reasons not set forth herein or creating remedies in favor of Manager or PBLLC not set forth herein. Manager agrees to use reasonable efforts, upon CIB's request, including seeking waivers, deferrals or relief from the NBA, but not including the expenditure of money, to minimize any losses incurred by CIB and any additional costs necessary for CIB to satisfy its obligations under this Agreement, all as a result of the promulgation or modification of the NBA Rules after the Execution Date. Manager and PBLLC hereby represent to CIB that, to Manager's and PBLLC's Actual Knowledge, there is no material conflict between the provisions of this Agreement and the NBA Rules in effect on the Execution Date. If Manager and/or PBLLC gain Actual Knowledge of any such material conflict as a result of the promulgation or modification of the NBA Rules after the Execution Date, Manager and/or PBLLC shall give prompt notice of such conflict to CIB, which notice shall be accompanied by the text of the modification or supplement or, if Manager and/or PBLLC is/are precluded by the NBA from disclosing such text, a summary thereof.

SECTION 38. CONTINGENCIES. If the Contingency Satisfaction Date has not occurred on or before August 1, 2019, (i) this Agreement shall be deemed null and void and the Existing Operating Agreement (as modified to delete Sections 29(c) and 29(d) thereof, to replace Section 4(h) thereof with Section 4(h) hereof and to replace Section 11 thereof with Section 11 hereof) and that certain letter agreement between CIB and PBLLC dated February 21, 2018 (as amended) shall continue in full force and effect in accordance with the terms thereof, (ii) the parties shall execute an amendment to the Existing Operating Agreement (deleting Sections 29(c) and 29(d) thereof, replacing Section 4(h) thereof with Section 4(h) hereof and replacing Section 11 thereof with Section 11 hereof), (iii) Manager shall reimburse CIB \$1,013,687.79 to true up the Operating Expense Reimbursement made hereunder on July 1, 2019 and the Operating Expense Reimbursement that would have been made under the Existing Operating Agreement on July 1,

2019, and (iv) CIB shall reimburse Manager for any repairs or replacements of Technology Improvements paid for by Manager from the Effective Date to August 1, 2019 that would have been the responsibility of CIB under the Existing Operating Agreement. Additionally, the parties acknowledge that this Agreement is subject to approval by the NBA and shall not be deemed effective until such approval has been obtained. Promptly following the Execution Date, PBLLC shall submit a request to the NBA for such approval and shall diligently pursue such approval. Upon receipt of approval by the NBA, PBLLC shall promptly provide CIB notice thereof along with a copy of such approval (the "**NBA Approval Notification**"). If approval by the NBA is not obtained on or before the Effective Date, this Agreement shall be deemed null and void and the Existing Operating Agreement shall continue in full force and effect in accordance with the terms thereof.

SECTION 39. TRAINING CENTER. The parties acknowledge that CIB and Pacers Training Center, Inc., a PBLLC Affiliate, have entered into that certain Training Facility Use Agreement, dated as of December 14, 2015 (as amended by that certain Confirmation as to Variance Acceptance/Indemnification, dated May 3, 2017, as further amended by that certain First Amendment to Training Facility Use Agreement, dated as of July 1, 2017, and as may be further amended from time to time, the "**Training Facility Use Agreement**"). After termination of the Training Facility Use Agreement, if the Elevated Lot is restored to a surface parking lot in accordance with the terms and conditions of the Training Facility Use Agreement, this Agreement shall automatically be deemed to be modified as follows: (i) references to the Elevated Lot shall be restored as set forth in the Amended and Restated Operating Agreement other than the references in Section 7(g) (i.e. references to the Elevated Lot shall be added in Section 8(a)(i) hereof and in the definition of Parking Facilities in Exhibit A attached hereto); and (ii) the definition of "Staff Parking Spaces" from the Amended and Restated Operating Agreement shall be inserted into Exhibit A attached hereto and references to the "Staff Parking Spaces" shall be restored as set forth in the Amended and Restated Operating Agreement (i.e. the entire second sentence of Section 1(b) of the Amended and Restated Operating Agreement shall be inserted as the second sentence of Section 1(b) hereof and references to the "Staff Parking Spaces" shall be added in Sections 1(b), 7(a), 8(a)(vii) and 8(c) hereof). Notwithstanding anything to the contrary herein, (A) Refresh Improvements and Technology Improvements Work may include improvements, fixtures and equipment that may be partially located within the training center project constructed pursuant to the Training Facility Use Agreement (the "**Training Center**") so long as such improvements, fixtures and equipment are part of a unified system shared by the Fieldhouse and the Training Center (e.g. telecommunications, information technology and data systems), and (B) nothing herein shall prohibit the use by or for the benefit of the Training Center of any improvements, fixtures and equipment located in the Fieldhouse Complex (e.g. telecommunications, information technology and data systems).

SECTION 40. BOND FINANCING. If, despite CIB's best efforts, CIB has been unable to complete a financing in an amount sufficient to fund the Annual Refresh Budget to be made available on January 1, 2020 (\$103,800,000) by January 15, 2020 due to unavailability, beyond its control, of bond markets for transactions of such size, the same shall not be a CIB Default hereunder, but in such event, CIB shall elect either of the following by notice to Manager on or before January 17, 2020:

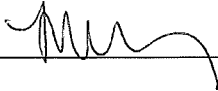
(a) to promptly make a 'make-whole' payment to PBLLC for all costs and expenses incurred by it and the PBLLC Affiliates in connection with acquisition of land to be incorporated into the Fieldhouse Complex pursuant to clause (d) of the definition thereof (in an amount not to exceed \$38,000,000) and promptly reimburse Manager for any repairs or replacements of Technology Improvements paid for by Manager from the Effective Date to the date of such notice that would have been the responsibility of CIB under the Existing Operating Agreement (subject to offset for the amount to be reimbursed by Manager pursuant to clause (5) below) and upon such payment and reimbursement: (1) PBLLC shall cause any PBLLC Affiliate owning any such land to convey the same to CIB by limited warranty deed, subject to all matters of record, at no cost to CIB; (2) this Agreement shall be null and void and the Existing Operating Agreement (as modified to delete Sections 29(c) and 29(d) thereof, to replace Section 4(h) thereof with Section 4(h) hereof and to replace Section 11 thereof with Section 11 hereof) shall continue in full force and effect in accordance with the terms thereof; (3) the parties shall execute an amendment to the Existing Operating Agreement (deleting Sections 29(c) and 29(d) thereof, replacing Section 4(h) thereof with Section 4(h) hereof and replacing Section 11 thereof with Section 11 hereof); and (5) to the extent not offset as provided above, Manager shall reimburse CIB \$1,013,687.79 to true up the Operating Expense Reimbursement made hereunder on July 1, 2019 and the Operating Expense Reimbursement that would have been made under the Existing Operating Agreement on July 1, 2019; or

(b) to keep this Agreement in full force and effect, but delay the funding of each Annual Refresh Budget tranche as set forth on Exhibit I by up to one (1) year in coordination with Manager as to timing so as to not interfere with contemplated Fieldhouse Events, in which event: (1) CIB shall be solely responsible for any and all increased costs of the Expansion Project arising out of or in connection with such delay, including without limitation increases in costs of materials and labor; (2) each Annual Refresh Budget, the Aggregate Refresh Budget and the total Expansion Project Budget set forth in Exhibit J shall be increased accordingly; and (3) Schedule 3 shall be adjusted accordingly.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the Execution Date to be effective, subject to Section 38 hereof, as of the Effective Date.

THE CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY, INDIANA

By:  _____

Printed: Melina Kennedy _____

Title: President _____

MARION COUNTY CONVENTION AND
RECREATIONAL FACILITIES AUTHORITY

By:  _____

Printed: Cheryl Sullivan _____

Title: President _____

PACERS BASKETBALL, LLC

By: _____
Herbert Simon, Manager

PBLEASING, LLC

By: _____
Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By: _____
Herbert Simon, Manager

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the Execution Date to be effective, subject to Section 38 hereof, as of the Effective Date.

THE CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY, INDIANA

By: _____

Printed: _____

Title: _____

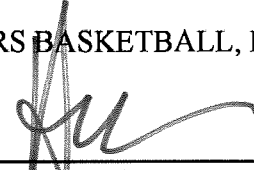
MARION COUNTY CONVENTION AND
RECREATIONAL FACILITIES AUTHORITY

By: _____

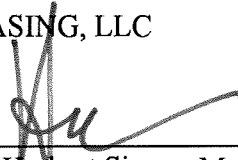
Printed: _____

Title: _____


PACERS BASKETBALL, LLC

By:  _____
Herbert Simon, Manager

PBLEASING, LLC

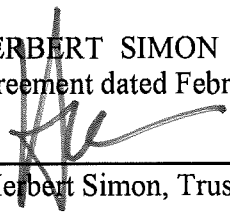
By:  _____
Herbert Simon, Manager

FIELDHOUSE MANAGEMENT, LLC

By:  _____
Herbert Simon, Manager

The Herbert Simon Trust hereby joins in the execution of this Agreement for the sole purpose of acknowledging that it has no objection to this Agreement and is no longer a party to this Agreement.

THE HERBERT SIMON REVOCABLE TRUST
under agreement dated February 24, 2011

By: 

Herbert Simon, Trustee

EXHIBIT A

Defined Terms

"AAA" shall have the meaning set forth in Section 32.

"Actual Knowledge" means, as to a particular person, any matter of which that person is actually aware. As to Manager, it means any matter of which a Senior Management Representative of Manager is actually aware.

"ADA" means the Americans with Disabilities Act.

"Affiliated Projects" means the acquisition of the land for and the design and construction of the parking garage connectors between the Virginia Avenue Parking Garage and the Fieldhouse Complex, and other improvements in the vicinity of, but not on the Real Estate.

"Aggregate Advance Amount" shall have the meaning set forth in Section 5(b).

"Aggregate Refresh Budget" shall have the meaning set forth in Section 7(g).

"Aggregate Technology Budget" shall have the meaning set forth in Section 7(j).

"Agreement" shall have the meaning set forth in the Preamble.

"Amended and Restated Operating Agreement" shall have the meaning set forth in the Recitals.

"Amended and Restated Parking Agreement" shall have the meaning set forth in the Recitals.

"Annual Refresh Budget" shall have the meaning set forth in Section 7(g).

"Annual Technology Budget" shall have the meaning set forth in Section 7(j).

"Approved Alteration Amount" means One Million Dollars (\$1,000,000.00) as of January 1, 2014, but shall be adjusted annually in accordance with the CPI Percentage Adjustment.

"Arbitration Procedure" means the procedure for resolving disputes set forth in Section 32(c).

"Arbitrator" means the person selected to decide a dispute pursuant to the Arbitration Procedure.

"Architect" shall have the meaning set forth in Exhibit J.

"Builder's Risk Coverage" shall have the meaning set forth in Section 8(a)(ii).

"Business Day" shall mean any day of the year other than (i) any Saturday or Sunday or (ii) any other day on which banks located in Indianapolis generally are closed for business.

"Carryover Refresh Amount" shall have the meaning set forth in Section 7(g).

"Casualties" shall have the meaning set forth in Section 8(a)(i).

"Championship Events" means championship level events with significant benefit to the City of Indianapolis, such as, but not limited to, the World Basketball Championships, post season Big Ten basketball tournaments, World Gymnastics Championships and NCAA basketball tournaments.

"Change Order(s)" means those written Construction Change directives, if any, resulting in changes to the CIB Construction Plans that were approved by CIB and PBC.

"CIB" shall have the meaning set forth in the Preamble.

"CIB Affiliate" means:

- (a) MCCRFA;
- (b) the board members, officers, employees, consultants or agents of CIB or MCCRFA; and
- (c) any limited liability company, partnership, corporation or other entity in which CIB or MCCRFA, a wholly-owned or partially-owned but controlled subsidiary of CIB or MCCRFA, any of the board members, officers, employees, consultants or agents of CIB or MCCRFA, members of the families of CIB or MCCRFA or any of the board members, officers, employees, consultants or agents of CIB or MCCRFA, or a trustee for the benefit of any of them, or some, any or all of them, directly or indirectly, who own an interest, either singly or in the aggregate, sufficient to effectively control such entity.

"CIB Construction Plans" means the scope of work for the Fieldhouse Complex as evidenced by the 100% construction drawings, specifications referred to on Schedule 1, as such items may have been amended from time to time by Change Orders.

"CIB Default" shall have the meaning set forth in Section 13(c).

"CIB Indemnified Parties" mean CIB, any CIB Affiliate and any of their attorneys, agents, employees, mortgagees, successors and assigns, and their respective partners, directors, shareholders, members, officers, agents and employees.

"CIB Maintenance Notice" shall have the meaning set forth in Section 7(d).

"CIB Operating Expense Items" shall have the meaning set forth in Section 7(f).

"CIB Operating Expenses" shall have the meaning set forth in Section 7(f).

"Codes" means all local, state and federal codes, laws, ordinances, regulations or rulings applicable to the design or construction of the Fieldhouse Complex, including the ADA.

"Commencement Date" shall have the meaning set forth in Section 2.

"Construction Manager" means Huber, Hunt & Nichols/Smoot, a joint venture, as to the portion of the Fieldhouse Complex constructed pursuant to the CIB Construction Plans; the entities identified from time to time by CIB as to the Affiliated Projects; and Shiel Sexton Company, Inc. as to the Expansion Project.

"Consumer Price Index" means the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor, or a similar index agreed to by the parties if such index no longer is available.

"Contingency Satisfaction Date" means the date that all of the following are satisfied: (i) CIB and PBLLC have mutually determined in good faith that certain executive and legislative action has occurred that the parties anticipate will allow CIB to fund its obligations for the foreseeable future, including its obligations hereunder; and (ii) CIB provides to PBLLC written confirmation that, subject to Section 40 hereof, anticipated cash, legislative changes and contemplated borrowings will be sufficient to yield \$295,000,000 of the Aggregate Refresh Budget on the schedule set forth on Exhibit I.

"CPI Percentage Adjustment" means a percentage, the numerator of which shall be the Consumer Price Index for the calendar month in which the determination is being made, and the denominator of which shall be the Consumer Price Index for June, 2000.

"Discriminatory Taxes" shall have the meaning set forth in Section 9(b).

"Effective Date" shall have the meaning set forth in the Preamble.

"Elevated Lot" shall have the meaning set forth in the recitals to the Original Parking Agreement.

"Environmental Activity or Condition" means the presence, use, generation, manufacture, production, processing, storage, release, threatened release, discharge, disposal, treatment or transportation of any Hazardous Material on, onto, in, under, over or from the Real Estate or the violation of Environmental Laws because of such condition of, or activity on, the Real Estate.

"Environmental Disclosure Memorandum" means the Memorandum from L. Kane to M. Solada dated November 22, 1999 and attached as Schedule 2.

"Environmental Laws" means any federal, state or local law, common law decision, court decision or administrative decision, ordinance, regulation, rule, court order or decree, or administrative order, policy or guideline concerning action levels of a governmental authority relating to the environment, public health, any Hazardous Material or any Environmental Activity or Condition on, under or about the Real Estate, in effect from time to time, including, but not limited to (i) the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); (ii) the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.); (iii) the

Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.); (iv) the federal Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); or (v) Title 13 of the Indiana Code.

"Event of Default" shall have the meaning set forth in Section 13(a).

"Execution Date" shall have the meaning set forth in the Preamble.

"Existing Operating Agreement" shall have the meaning set forth in the Recitals.

"Expansion Project" shall have the meaning set forth in Exhibit J.

"Expansion Project Budget" shall have the meaning set forth in Exhibit J.

"Extended Term(s)" shall have the meaning set forth in Section 2.

"Extension Option" shall have the meaning set forth in Section 2.

"FF&E Package" means those certain furnishings, fixtures and equipment to be installed in or attached to the Fieldhouse Complex.

"Fieldhouse" means the multi-sports and events arena constructed by CIB as part of the Fieldhouse Complex and currently known as Bankers Life Fieldhouse, including without limitation all enclosed areas physically connected thereto (e.g. enclosed entry pavilions and mezzanine areas), but excluding the connector between the Fieldhouse Complex and the Virginia Avenue Parking Garage and the connector between the Fieldhouse Complex and the Training Facility.

"Fieldhouse Complex" means:

- (a) the real estate described as Tract One on Schedule 8 and the Fieldhouse and related improvements initially constructed by CIB on such real estate in accordance with the CIB Construction Plans;
- (b) when and to the extent vacated and owned by CIB and/or MCCRFA, that portion of Chesapeake Street (commonly referred to as Bankers Life Court as of the Execution Date) lying between Pennsylvania Street and Delaware Street;
- (c) when and to the extent vacated and owned by CIB and/or MCCRFA, that portion of Talbott Street/the first alley east of Delaware Street from Maryland Street south to Chesapeake Street (commonly referred to as Bankers Life Court as of the Execution Date);
- (d) other real estate and related improvements in the vicinity of the Fieldhouse acquired (by deed or long-term lease) by MCCRFA and/or CIB at Manager's request that were identified by Manager prior to the Execution Date or that are identified by Manager and approved by CIB after the Execution Date;

- (e) upon substantial completion of Refresh Improvements to be constructed thereon as part of the Expansion Project, the real estate described as Tract Two on Schedule 8 together with such Refresh Improvements;
- (f) Refresh Improvements, Technology Improvements and other improvements approved by Manager subsequently constructed (or paid or reimbursed) by CIB on the real estate described in clauses (a), (b), (c), (d) and (e) above, and any improvements subsequently constructed on such real estate as part of the PBLLC Contribution; and
- (g) the Owner's Portion of the FF&E Package.

For the avoidance of doubt, the Fieldhouse Complex does not include the Training Center.

"Fieldhouse Complex Documents" shall have the meaning set forth in the Recitals.

"Fieldhouse Events" mean all sporting, entertainment, exhibition, performance and other events occurring at the Fieldhouse Complex, including but not limited to Home Basketball Games.

"Final Order" shall have the meaning set forth in Section 13(b).

"Final PBLLC Contribution" shall have the meaning set forth in Section 7(g).

"Financial Agreement" shall have the meaning set forth in the Recitals.

"First Amendment" shall have the meaning set forth in the Recitals.

"First Amendment to the A&R Operating Agreement" shall have the meaning set forth in the Recitals.

"First Amendment to the A&R Parking Agreement" shall have the meaning set forth in the Recitals.

"Force Majeure" means any delay or failure by any party to this Agreement in the performance of any non-monetary obligations due to causes beyond its control (other than lack of funds), including but not limited to, acts of God or of the public enemy, legal proceedings brought by a non-party to this Agreement with respect to the subject matter thereof, fires, floods, epidemics, quarantine, restrictions, strikes, lockouts, labor disputes, material shortages, dissolution of the NBA, suspension of NBA league play, freight embargoes, unusually severe weather impacting or preventing the conduct of a Home Basketball Game, or the delay by the other party thereto in the performance of its obligations under this Agreement that cause another party delay in the performance of its obligations. In the event of any Force Majeure, the time for performance of said obligations shall be extended for the period of the Force Majeure event. As to a Home Basketball Game, the term means that those circumstances exist such that there is no other safe and reasonable option except to postpone such game, provided that such game shall be rescheduled as soon as reasonably possible after the cessation of those circumstances and provided further, that all decisions on postponement or rescheduling shall be subject to the rules, regulations and determinations of the NBA. The party seeking the benefit of this Force Majeure provision shall,

within ten (10) Business Days after such party becomes aware that it has been adversely affected by any Force Majeure event, notify the other party in writing of the causes thereof and request an extension for the period of the Force Majeure event.

"Generally Accepted Industry Standards" means the practices and standards in place, utilized or employed generally in the professional basketball arena industry using as benchmark examples: (a) the arena in Sacramento, California currently known as Golden 1 Center, so long as an NBA franchise plays its home games at such venue, (b) the arena in Milwaukee, Wisconsin currently known as Fiserv Forum, so long as an NBA franchise plays its home games at such venue, (c) the arena in Oklahoma City known as the Chesapeake Energy Arena, so long as an NBA franchise plays its home games at such venue, and (d) the stadium in Indianapolis, Indiana currently known as Lucas Oil Stadium, so long as a National Football League franchise plays its home games at such venue. If all of such venues do not have in place, utilize or employ substantially similar practices and standards with respect to any particular matter germane to the Fieldhouse Complex, the Generally Accepted Industry Standards with respect to such matter shall be the practices and standards with respect to such matter that are substantially similar and in place, utilized or employed at two or more of such venues; provided that if one set of two of such venues have in place, utilize or employ substantially similar practices and standards with respect to such matter and the other set of two venues have in place, utilize or employ substantially similar practices and standards with respect to such matter that are different from the first set and the parties cannot otherwise agree upon the Generally Accepted Industry Standards for such particular matter, then such Generally Accepted Industry Standards shall be determined by the appropriate Review Committee as provided in Section 32(a) or Section 32(b). If at least two of the four venues' practices and standards are not substantially similar with respect to any particular matter germane to the Fieldhouse Complex and the parties cannot otherwise agree upon the Generally Accepted Industry Standards for such particular matter, such Generally Accepted Industry Standards shall be determined by the appropriate Review Committee as provided in Section 32(a) or Section 32(b). If any of such venues are no longer included in the definition of Generally Accepted Industry Standards because an NBA or NFL franchise, as applicable, no longer plays its home games at such venue, the parties shall promptly agree upon a replacement venue; provided that, if the parties are not able to agree within thirty (30) days of any such venue no longer being included in the definition of Generally Accepted Industry Standards, a replacement venue shall be selected by the Operations Review Committee pursuant to Section 32(a).

"Hazardous Material" means any hazardous or toxic material, substance, pollutant, contaminate or waste, or similar terms defined by or regulated as such under any Environmental Laws, petroleum, gasoline and their constituent parts, polychlorinated biphenyls, asbestos and related chemicals, heavy metals and radioactive material, provided that if any such material may legally be present at the Real Estate below certain concentrations in the soil or the groundwater as established by any Environmental Laws without the requirement for remediation, then such material shall not be considered a Hazardous Material if it is present in the soil or groundwater only at concentrations below such levels.

"Herbert Simon" means Herbert Simon, individually.

"Herbert Simon Trust" means the Herbert Simon Revocable Trust under agreement dated February 24, 2011, as amended, modified or restated from time to time.

"Home Basketball Games" mean those NBA regular season and playoff games of the Indiana Pacers that are not designated by the NBA as a home game for the opponent.

"ICC Complex" shall have the meaning set forth in Section 21.

"Indiana Pacers" means the NBA franchised team of that name owned and operated by PBLLC.

"Initial PBLLC Contribution" shall have the meaning set forth in Section 7(g).

"Initial Term" shall have the meaning set forth in Section 2.

"ISC" means the Indiana Sports Corporation or a successor performing substantially the same activities.

"Land Acquisition" shall have the meaning set forth in Section 1(e).

"Liquidated Damages" shall have the meaning set forth in Section 13(b).

"Lucas Oil Stadium" means the multi-purpose stadium located in downtown, Indianapolis currently referred to as Lucas Oil Stadium.

"Major Repairs" means those repairs that would be Minor Repairs but for the fact that Manager has exceeded the cost threshold in the definition of Minor Repairs.

"Major Systems" means those systems and components in the Fieldhouse Complex listed on Schedule 4, but excluding, for the period from the Effective Date until June 30, 2036, any Technology Improvements.

"Manager" means Fieldhouse Management, LLC, an Indiana limited liability company.

"Manager Maintenance Notice" shall have the meaning set forth in Section 7(c).

"Market Professional Criteria For Selection" means the criteria for selection of Market Professionals set forth on Schedule 5.

"Market Professionals" mean the persons or parties mutually selected by Manager and CIB (or selected by the Arbitration Procedure if the parties cannot agree) to make certain determinations and resolve certain controversies arising under this Agreement, which persons must be selected with reference to the Market Professional Criteria for Selection.

"Market Square Arena" means the Market Square Arena sports arena formerly located at 300 East Market Street in downtown Indianapolis, Indiana.

"Market Square Arena Operating Agreement" means the Operating Agreement by and between CIB, Arena Management, Inc., and PBC, dated March 17, 1986, as it may have been amended.

"MCCRFA" shall have the meaning set forth in the Preamble.

"MCCRFA Lease" shall have the meaning set forth in Section 14(a).

"Media Rights" shall mean the following rights: (i) with respect to radio, television, cable, satellite transmission, pay-per-view, wireless networks, telephone, cellular, internet, electrical power lines, data transmission lines, world wide web (including video streaming), social media, personal digital devices and any and all other communications media or methods, whether presently existing or hereafter developed, the exclusive right to broadcast, transmit, retransmit, disseminate or otherwise reproduce through any method all or any part of all Fieldhouse Events and all activities and information related thereto (which activities shall for all purposes of this definition include pre-game, half-time and post-game features and/or events and any and all visual, oral, data, digital and analog communications relating thereto); (ii) a non-exclusive, royalty-free license to use the name, likeness and historical material of the Fieldhouse; (iii) the exclusive right of electronic insertion and deletion with respect to the broadcast, transmission, retransmission or other dissemination of Fieldhouse Events and all activities and information related thereto; (iv) the exclusive right to photograph, film, televise, tape, radio broadcast and record in analog, digital or other forms of recording, whether presently existing or hereafter developed, Fieldhouse Events, information and related activities; and (v) the right to license to other parties all rights described in clauses (i) through (iv).

"Minor Repairs" means (a) all repairs to, and replacements of, the Owner's Portion of the FF&E Package and (b) those (i) repairs to any of the Major Systems or the listed components or parts thereof, (ii) repairs or replacements of unlisted components of any of the Major Systems or (iii) replacements of parts in (but not the whole of) the listed components of the Major Systems that do not in the aggregate in any one fiscal year of Manager for items (i), (ii) and (iii), cost in excess of Fifty Thousand Dollars (\$50,000), provided that such sum shall be adjusted by the CPI Percentage Adjustment as of the first calendar month of every fiscal year of Manager. The costs associated with any repair or replacement shall include the applicable parts, supplies, tool rental, disposable items, disposal fees, wages, salaries, benefits and related items to the extent directly allocable to Manager's obligations.

"Municipal Purposes" shall have the meaning set forth in the Recitals.

"Municipal Purposes Plan" shall have the meaning set forth in Section 4(a).

"Mutual Extension Options" shall have the meaning set forth in Section 2.

"NBA" means the National Basketball Association or any successor or replacement professional basketball league.

"NBA Approval Notification" shall have the meaning set forth in Section 38.

"NBA Letter" means the letter from the NBA dated October 30, 1997 as supplemented by the letter from the NBA dated December 10, 1997 indicating that the NBA Reviewed Plans comply with the NBA Standards.

"NBA Rules" means the Constitution and By-Laws and all rules, regulations, policies and agreements of the NBA and its affiliated entities as they presently exist or as they may, from time to time, be entered into, amended or adopted.

"NBA Reviewed Plans" means:

- (i) "Design Development Drawings" prepared by Ellerbe Becket dated August 1, 1997.
- (ii) "TV Camera Plan" - SKC #306 prepared by Ellerbe Becket dated October 28, 1997.
- (iii) "Sections @ TV Cameras" - SKC #307 prepared by Ellerbe Becket dated October 28, 1997.
- (iv) "Press Plan-Basketball" - SKC #308 prepared by Ellerbe Becket dated October 28, 1997.
- (v) "Event Floor Plan-NBA Areas" - SKC #309 prepared by Ellerbe Becket dated October 28, 1997.

"NBA Season" means a period commencing on the date of the first regular season game of the Indiana Pacers and ending on the date of the last regular season or playoff game of the Indiana Pacers, whichever is later.

"NBA Standards" mean all applicable NBA requirements, regulations and standards as of the date of the NBA Letter for construction of the Fieldhouse Complex.

"Non-Affiliate" means any party that is not a PBLLC Affiliate or CIB Affiliate, respectively.

"Normal and Routine Maintenance" means daily routine and preventive maintenance of all portions of the Fieldhouse Complex, including (i) repairs and replacements to the building exterior envelope constituting part of the Structural, Building Exterior and Roof Components that cost less than the specified annual and aggregate thresholds set forth in the Building Exterior component of the definition of Structural, Building Exterior and Roof Components, (ii) inspections and scheduled maintenance to maintain all warranties on equipment, components or systems and (iii) regularly scheduled preventive maintenance programs. By way of example and not limitation, the term includes floor buffing, carpet cleaning, replacement of the carpet in specific areas due to wear and tear or damage and isolated bulb replacement.

"Operating Expense Reimbursements" shall have the meaning set forth in Section 7(e).

"Operating Loans" shall have the meaning set forth in Section 5(b).

"Operations Review Committee" shall have the meaning set forth in Section 32(a).

"Operator's Portion of the FF&E Package" shall mean all equipment, personal and trade fixtures brought upon, used at or used in connection with, the Fieldhouse Complex, by PBLLC or Manager.

"Original Operating Agreement" shall have the meaning set forth in the Recitals.

"Original Parking Agreement" shall have the meaning set forth in the Recitals.

"Owner's Portion of the FF&E Package" means the portion of the FF&E Package (and components thereof) set forth on Schedule 6, together with (i) any replacements thereof, and (ii) any furniture, fixtures and equipment acquired utilizing the Aggregate Refresh Budget to the extent the same are not Structural, Building Exterior and Roof Components, carpeting or similar fiber floor coverings or Major Systems (or any listed or unlisted component thereof).

"Parking Agreement" shall have the meaning set forth in the Recitals.

"Parking Facilities" mean the Virginia Avenue Parking Garage and, if applicable, the Replacement Parking Facility and/or the Temporary Parking Spaces.

"Parking Managers" shall have the meaning set forth in the Parking Agreement.

"Parking Revenue Pool" shall have the meaning set forth in the Parking Agreement.

"PBLEasing" means PBLeasing LLC, an Indiana limited liability company.

"PB Parties" means PBLLC, PBLeasing and Manager.

"PBC" means Pacers Basketball Corporation, now known as Pacers Basketball, LLC as a result of the entity conversion of Pacers Basketball Corporation into Pacers Basketball, LLC.

"PBLLC" means Pacers Basketball, LLC, an Indiana limited liability company.

"PBLLC Affiliate" means:

- (a) any entity or person holding any direct or indirect equity, ownership, or beneficial interest in PBLLC, or any entity controlling, controlled by, or under common control with PBLLC (a "Primary Affiliate");
- (b) any entity or person holding any direct or indirect equity, ownership, or beneficial interest in a Primary Affiliate, or any entity controlling, controlled by, or under common control with a Primary Affiliate (a "Secondary Affiliate");
- (c) any manager, member, principal, or employee of PBLLC or of any Primary Affiliate or Secondary Affiliate (a "Employed Affiliate"); and
- (d) any spouse, parent, child, or other relative by blood, adoption, or marriage of any Primary Affiliate, Secondary Affiliate, or Employed Affiliate. The terms "control", "controlling" or "controlled" with respect to any entity or party, means exclusive possession, directly or indirectly, of the power to direct or to cause the direction of the management and policies of such entity or party, whether through the ownership of voting securities or partnership interests, or by contract or otherwise.

"PBLLC Assets" shall have the meaning set forth in Section 11(a).

"PBLLC Contribution" shall have the meaning set forth in Section 7(g).

"PBLLC Indemnified Parties" mean PBLLC, Manager, PBLLeasing and any PBLLC Affiliate and their respective Sponsors, attorneys, affiliates, mortgagees, successors and assigns, and the direct or indirect partners, directors, shareholders, members, managers, officers, agents and employees of any of the foregoing.

"Permitted Encumbrances" means those matters listed on Schedule 7, together with any Schedule B-II special exceptions (not including any so-called 'standard' exceptions) listed in any owner's title insurance policy obtained by CIB or MCCRFA and approved by Manager with respect to any land incorporated into the Fieldhouse Complex pursuant to clause (d) of the definition thereof.

"Prevailing Rate Payment" means the price for the purchase or hiring of labor, services, goods, supplies, materials, or equipment resulting from arms-length transactions with qualified vendors who provide or furnish such labor, services, goods, supplies, materials, or equipment.

"Real Estate" means that certain real estate generally located at Pennsylvania and Chesapeake Streets in Marion County, Indiana, and more particularly described on Schedule 8, together with any additional land incorporated into the Fieldhouse Complex pursuant to clause (d) of the definition thereof.

"Refresh Improvements" shall have the meaning set forth in Section 7(g).

"Replacement Threshold" shall have the meaning set forth in Section 7(a).

"Replacement Parking Facility" shall have the meaning set forth in the Parking Agreement.

"Reserved Parking Spaces" mean the covered parking spaces granted by CIB to Manager in accordance with Section 1(b).

"Review Committee" means either the Operations Review Committee or the Technology Review Committee.

"Scheduled Capital Repairs and Replacements" shall have the meaning set forth in Section 7(a)(v).

"Second Amendment" shall have the meaning set forth in the Recitals.

"Second Amendment to the A&R Parking Agreement" shall have the meaning set forth in the Recitals.

"Senior Management Representative" means Steven H. Simon or the Chief Operating Officer or Chief Financial Officer of PBLLC with respect to PBLLC or Manager and the President of CIB with respect to CIB.

"Simon Affiliates" mean any entity which is more than fifty percent (50%) owned, directly or indirectly, by Herbert Simon, or is controlled by Herbert Simon. For the purposes of this paragraph, the term "control" means exclusive possession, directly or indirectly, of the power to

direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or partnership interests, or by contract or otherwise.

"Simon Family Affiliates" mean Herbert Simon, his spouse, lineal descendants and any trust created and maintained solely for the benefit of Herbert Simon, his spouse and/or lineal descendants.

"Sponsor" means a person or entity that enters into an agreement with any PB Party to be a sponsor for any element of the Fieldhouse Complex or any PB Party's business at the Fieldhouse Complex, such as a naming rights sponsor, building partner sponsor, or official product provider, purchaser of advertising media or any related agreement.

"Structural, Building Exterior and Roof Components" mean the entire structural system, the entire building exterior envelope and the entire roof system and all necessary structural supports for each including, but not limited to, those items described on Schedule 9.

"Substantial Portion of PBLLC's Assets" means the portion of PBLLC Assets intended to be transferred, which, when considered with other PBLLC Assets previously transferred or to be transferred in a planned, coordinated or related series of transactions, constitutes such a significant body of assets that their absence would be substantially detrimental to PBLLC's ability to conduct the business of playing Home Basketball Games at the Fieldhouse Complex in a manner consistent with NBA Standards or otherwise operate in the Fieldhouse Complex in a manner consistent with Generally Accepted Industry Standards.

"Submission Notice" shall have the meaning set forth in Section 32(a) or Section 32(b), as applicable.

"Technology Improvements" means the following improvements, fixtures and equipment (and components thereof and appurtenances thereto) for the Fieldhouse Complex and/or the connector between the Fieldhouse Complex and the Virginia Avenue Parking Garage: Wireless LAN; Wired Core LAN; Scoreboard, Video Board, Message Board and Advertising Panel Systems, including: the Video/Sound System, Scoreboard Control System, Video/Audio Amplifiers and Controllers, Video/Visual Display Modules, Scoreboards - main and auxiliary; Video Production Room; Video Production Room Computer Based Equipment; Security System, including: Cameras, Main Security Access Control and Alarm Monitoring System, Access Control and Alarm Monitoring Processor, Access Control Matrix Switcher, Command Center Control Station, CCTV Cameras, CCTV Matrix Switcher, CCTV Video Multiplexers, Access Control Readers, Door Contacts and Sensors, Security Control Panels, Biometric Readers, Security Video Recorders, Application and Database Servers, Monitors and VMS Computers; Sound System, including: Main Mixing Console, Amplifier Control System, Digital Signal Processing System, Auxiliary Mixing Consoles, Peak Limiters, Parametric Equalizers, Power Amplifiers - 1,000 watts and above, Speaker Clusters, Hearing Assistance System, Main Station for Intercom System, Seating Bowl and Ancillary Audio Equipment, Seating Bowl and Ancillary Audio Network and Portable Sound System; Phone System Headend; Phone System Handsets; Fiber Optic Backbone; Copper-Plant – End Connections; DAS Public Safety; DAS Private Carriers; UPS Batteries – Data Center; Vomitory, Concourse Video & Control Components; LED Ribbon Boards; LED Ribbon Boards Control Components; Televisions – Brackets & Mounts; RF and

Broadcast Video Cabling System, including: Audio and Video Switchers/Routers and Control System Hardware and/or Software; IPTV; UPS Batteries – Security System; Exterior Video & Audio – Renovation; items listed as part of the Owner's Portion of the FF&E Package and marked with an asterisk; and items that perform a substantially similar function as, or are updates or replacements of, any of the foregoing.

"Technology Improvements Work" shall have the meaning set forth in Section 7(j).

"Technology Review Committee" shall have the meaning set forth in Section 32(b).

"Technology Termination Fee" means Two Hundred Fifty Million Dollars (\$250,000,000).

"Temporary Parking Spaces" shall have the meaning set forth in the Parking Agreement.

"Term" shall have the meaning set forth in Section 2.

"Training Center" shall have the meaning set forth in Section 39.

"Training Facility Use Agreement" shall have the meaning set forth in Section 39.

"Tri-Party Agreement" shall have the meaning set forth in Section 4(h).

"Understanding of Defined Terms" shall have the meaning set forth in the Recitals.

"Unilateral Extension Option" shall have the meaning set forth in Section 2.

"Video/Sound System" shall have the meaning set forth in Section 1(c).

"Video/Sound System License Fee" shall have the meaning set forth in Section 1(c).

"Video/Sound System Termination Fee" shall have the meaning set forth in Section 1(c).

"Virginia Avenue Parking Garage" shall have the meaning set forth in the recitals to the Parking Agreement.

"Visit Indy" means Visit Indy, Inc. or a successor performing substantially the same activities.

SCHEDULE 1

CIB Construction Plans

[attached]

SECTION 00003
PROJECT MANUAL - TABLE OF CONTENTS (CIB Construction Plans)

This table of contents is provided to HHN as a convenience in identifying technical specification sections necessary for bidding purposes of the contract documents issued via partial construction issues. The section titles and numbers shown bolded are to be issued with the drawings dated 02/15/99. The sections that are issued or revised with a 02/15/99 date are attached. The balance of the sections have been delivered for previous partial construction issues and have not been revised and therefore not re-issued.

INTRODUCTORY INFORMATION

	Project Manual Cover		
00002	Cerification Page (permit set only)	Revised	02/15/99
00003	Project Manual - Table of Contents	Revised	02/15/99
00004	Drawing Log	Revised	04/15/98
00005	Key Notes	Issued	04/15/98
00006	Finish Schedule	Reissued	03/20/98
00007	Door and Frame Schedule	Revised	12/23/98
	FF&E Master ID List	Revised	12/23/98
	FF&E Product Data Sheets	Revised	12/23/98
	FF&E Quantity and Unit Price List	Revised	12/23/98

BIDDING REQUIREMENTS

Provided by HHN

CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

Provided by HHN

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work	HHN	
01020	Allowances	HHN	
01026	Unit Prices	HHN	
01030	Alternates	HHN	
01035	Modification Procedures	Issued	05/28/97
01036	Request For Information Form	Revised	04/15/98
01040	Project Coordination	HHN	
01045	Cutting and Patching	HHN	
01050	Field Engineering	HHN	
01060	Regulatory Requirements	Revised	12/03/97
01065	Special Design Requirements	Revised	08/18/98
01200	Project Meetings	HHN	
01300	Submittals	Issued	05/28/97
01301	Submittal Transmittal Form	Issued	05/28/97
01310	CPM Schedules	HHN	
01400	Quality Control	Revised	01/15/98
01402	Structural Quality Control	Issued	05/28/97
01510	Temporary Utilities	HHN	
01516	Temporary Sanitary Facilities	HHN	
01518	Temporary Fire Protection	HHN	
01520	Construction Facilities	HHN	
01521	Field Offices and Sheds	HHN	
01526	Rubbish Container	HHN	
01546	Environmental Protection	HHN	
01562	Dust Control	HHN	
01570	Temporary Controls	HHN	
01585	Project Identification	HHN	
01600	Material and Equipment	Issued	05/28/97
01620	Storage and Protection	HHN	
01630	Product Options and Substitutions	Issued	05/28/97

01631	Substitution Request Form	Issued	05/28/97
01700	Contract Close Out	HHN	
01715	Final Cleaning	HHN	
01780	Project Record Documents	HHN	
01785	Operations and Maintenance Data	HHN	
01787	Warranties	HHN	

DIVISION 2 - SITE WORK

02000	Sitework	Revised	01/15/98
02001	Permits and Approvals	Revised	10/23/97
02010	Subsurface Investigation	Revised	01/15/98
02060	Building Demolition	Issued	05/28/97
02070	Site Removal Items	Revised	01/15/98
02100	Clearing	Issued	05/28/97
02160	Excavation Support System	Issued	05/28/97
02200	Earthwork	Revised	01/15/98
02221	Trenching and Backfill for Utilities	Revised	01/15/98
02270	Erosion and Sediment Control	Revised	10/23/97
02273	Modular Concrete Retaining Wall System	Issued	05/22/98
02400	Storm Drainage	Revised	01/15/98
02513	Asphaltic Concrete Paving	Revised	01/15/98
02515	Unit Pavers	Issued	05/22/98
02580	Temporary Traffic Control	Revised	01/15/98
02585	Traffic Signal Modifications	Issued	05/28/97
02590	Temporary Signage	Issued	05/28/97
02595	Temporary Concrete Barrier	Issued	05/28/97
02601	Structures and Manholes	Revised	01/15/98
02620	Concrete Curing Materials and Admixtures for Concrete Curbs and Sidewalk	Issued	05/28/97
02621	Joint Materials for Concrete Sidewalk and Curbs	Issued	05/28/97
02622	Concrete Curbs	Issued	05/28/97
02630	Concrete Sidewalk	Issued	05/28/97
02710	Fence	Issued	05/28/97
02713	Water Distribution System	Revised	02/16/98
02715	Subdrainage System	Issued	05/28/97
02722	Storm Sewers	Issued	01/15/98
02870	Site Furnishings	Issued	05/22/98

DIVISION 3 - CONCRETE

03100	Concrete Formwork	Revised	11/04/97
03200	Concrete Reinforcement	Revised	11/04/97
03300	Cast-In-Place Concrete	Revised	11/04/97
03310	Lightweight Concrete	Issued	05/22/98
03301	Bridge Concrete	Issued	05/28/97
03330	Architectural Concrete	Issued	11/04/97
03450	Architectural Precast Concrete	Revised	05/22/98
03490	Precast Concrete Seating Units	Issued	01/29/98
03511	Flowable Concrete	Revised	01/15/98

DIVISION 4 - MASONRY

04200	Unit Masonry	Revised	05/22/98
04420	Cut Stone	Issued	05/22/98

DIVISION 5 - METALS

05030	Shop Preparation and Primer Painting	Revised	02/06/98
05080	Factory Applied Metal Coatings	Issued	12/09/97
05101	Bridge Steel	Issued	05/28/97
05120	Structural Steel	Revised	01/05/98

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05122	Straight Beam Ultrasonic Examination of Steel Rolled Shapes	Issued	11/13/97
05210	Steel Joists	Issued	11/13/97
05215	Pot Bearing Assemblies	Issued	12/03/97
05314	Composite Steel Floor Deck	Issued	01/05/98
05316	Steel Roof Deck	Revised	01/05/98
05400	Cold-Formed Metal Framing	Revised	04/15/98
05500	Metal Fabrications	Reissued	08/31/98
05510	Metal Stairs	Revised	12/15/97
05720	Ornamental Railings	Revised	05/22/98
05722	Glass Railing System	Issued	01/05/98
05730	Ornamental Metal	Revised	08/31/98
05810	Expansion Joint Cover Assemblies	Issued	01/05/98

DIVISION 6 - WOOD AND PLASTICS

06100	Rough Carpentry	Revised	04/15/98
06230	Interior Finish Carpentry	Issued	05/22/98
06410	Custom Casework	Revised	06/08/98
06415	Broadcast Facility Casework	Issued	01/04/99

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07130	Below Grade Waterproofing	Revised	11/04/97
07135	Composite Sheet Membrane Waterproofing	Revised	05/22/98
07139	Receptor Pan Waterproofing	Issued	04/15/98
07190	Water Repellents	Issued	04/15/98
07210	Building Insulation	Revised	05/22/98
07215	Sprayed Cellulose Insulation System	Issued	04/15/98
07420	Prefinished Metal Siding	Issued	12/09/97
07421	Composite Metal Building Panel	Issued	12/09/97
07532	Mechanically Attached Single Ply Roofing	Revised	02/16/98
07534	Mechanically Attached PVC Roofing System	Revised	02/16/98
07600	Flashing and Sheet Metal	Revised	02/06/98
07610	Sheet Metal roofing	Issued	05/22/98
07720	Roof Accessories	Issued	01/05/98
07815	Sprayed Fireproofing	Issued	01/05/98
07816	Intumescent Mastic Fireproofing	Issued	01/05/97
07840	Firestopping	Revised	02/23/98
07900	Sealant	Revised	05/22/98

DIVISION 8 - DOORS AND WINDOWS

08110	Steel Doors and Frames	Revised	02/02/98
08120	Aluminum Doors and Frames	Revised	01/12/98
08163	Sliding Aluminum Framed Glass Doors	Issued	02/02/98
08211	Wood Doors	Issued	02/02/98
08225	Plastic Doors	Issued	02/02/98
08310	Access Doors and Panels	Issued	02/02/98
08314	Sliding Fire Door Systems	Revised	04/10/98
08331	Overhead Coiling Doors	Issued	02/02/98
08336	Overhead Coiling Counter Doors	Issued	02/02/98
08342	Coiling Grilles	Issued	02/02/98
08345	Side Coiling Grilles	Issued	02/02/98
08346	Sound Control Door Assemblies	Issued	06/01/98
08410	Aluminum Entrances and Storefronts	Revised	02/02/98
08510	Steel Windows	Issued	12/09/97
08650	Pass Through Window Assemblies	Issued	02/02/98
08710	Hardware	Revised	02/02/87
08721	Swinging Door Power Operators	Issued	12/09/97
08810	Glass and Glazing	Revised	12/18/98
08920	Glazed Aluminum Curtain Walls	Revised	01/12/98

DIVISION 9 - FINISHES

09215	Veneer Plaster	Issued	04/15/98
09260	Gypsum Board System	Revised	08/07/98
09270	Gypsum Board Shaftwall System	Issued	04/15/98
09310	Ceramic Tile	Issued	04/15/98
09440	Plastic Matrix Terrazzo	Revised	05/18/98
09510	Acoustical Ceilings	Revised	07/17/98
09530	Acoustical Baffle Systems	Revised	08/31/98
09547	Metal Ceilings	Revised	12/18/98
09840	Wood Flooring	Issued	04/15/98
09644	Wood Athletic Flooring Assemblies	Issued	10/16/98
09680	Carpet	Issued	04/15/98
09710	Acoustical Wall Treatment	Revised	08/31/98
09720	Wall Covering	Issued	04/15/98
09722	Epoxy Ceramic Flooring	Revised	05/18/98
09770	Decorative Brick Facing	Issued	04/15/98
09775	Sanitary Wall Panels	Revised	07/17/98
09780	Floor Treatment	Issued	01/29/98
09870	High Performance Coatings	Revised	04/15/98
09900	Painting	Issued	04/15/98
09946	Decorative Polychromatic Particle Coating	Issued	04/15/98

DIVISION 10 - SPECIALITIES

10110	Tackboards and Markerboards	Issued	02/01/99
10155	Toilet Partitions	Issued	04/15/98
10190	Cubicle Curtains	Issued	02/01/99
10210	Metal Wall Louvers	Issued	02/01/98
10270	Access Flooring	Issued	04/15/98
10430	Electronic Signage	Issued	07/24/98
10450	Pedestrian Control Equipment	Revised	02/22/99
10435	Stretched Fabric Signage	Issued	09/08/98
10500	Metal Lockers	Issued	05/22/98
10520	Fire Protection Specialties	Reissued	03/04/98
10601	Chain Link Partitions	Issued	04/15/98
10605	Folding Steel Gates	Issued	08/07/98
10607	Portable Folding Gates	Issued	02/01/99
10652	Folding Panel Partitions	Issued	04/15/98
10810	Toilet and Bath Accessories	Issued	04/15/98
10811	Alternate Toilet and Bath Accessories	Issued	05/18/98
10900	Staff Uniforms	Issued	02/01/99

DIVISION 11 - EQUIPMENT

11014	Window Washing System	Issued	01/29/98
11015	Fall Protection System	Issued	03/23/99
11060	Scoreboard/ Boatswain's Chair Assembly Rigging Equipment	Issued	07/24/98
11061	Speaker Rigging Equipment	Issued	07/24/98
11062	Curtain Wall Rigging System	Issued	02/02/98
11063	House Reduction Curtain Rigging System	Issued	02/02/98
11064	Concert Curtain System	Issued	02/02/98
11065	Rigging Control System	Issued	02/02/98
11070	House Reduction and Blackout Curtains	Revised	02/01/99
11132	Projection Screens	Revised	02/01/99
11150	Parking Control Equipment	Issued	05/22/98
11160	Loading Dock Equipment	Issued	02/02/98
11175	Trash Chutes	Issued	04/15/98
11180	Trash And Recycling Equipment	Future	
11400	Foodservice Equipment	Issued	07/24/98
11410	Portable Carts	Issued	07/24/98

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11415	Novelty Carts	Future	
11420	Concession Decor Items	Issued	07/24/98
11430	Beverage Carbon Dioxide System	Issued	07/24/98
11450	Residential Equipment	Issued	07/24/98
11451	Television Monitor Brackets	Issued	07/24/98
11455	Laundry Equipment	Revised	03/02/99
11460	Television Monitors	Issued	10/16/98
11462	Television Camera Platforms	Revised	02/01/99
11465	Maintenance And Housekeeping Equipment	Revised	02/22/99
11470	Office Equipment	Revised	02/01/99
11480	Basketball Equipment	Revised	02/01/99
11700	Sound Reinforcement System	Issued	07/24/98
11750	TV Distribution System	Issued	07/24/98
11761	Scoring and Matrix Systems	Issued	07/24/98
11770	Video Display Systems	Issued	10/16/98
11776	Broadcast Cabling	Revised	12/08/98
11800	Sound Booth Cover	Issued	02/01/99
11900	First Aid Equipment	Issued	02/01/99
11950	Teleproduction Facilities Equipment	Issued	01/04/99

DIVISION 12 - FURNISHINGS

12482	Floor Mats and Frames	Revised	02/24/99
12500	Window Treatment	Revised	02/01/99
12520	Motorized Shades	Issued	02/01/99
12600	Furnishings	Revised	12/23/98
12730	Arena and Club Seating	Issued	09/18/97
12731	Arena and Club Seating - Alternate	Issued	09/18/97
12732	Suite Seating	Issued	07/24/98
12735	Portable Chairs	Issued	02/01/99
12750	Portable Riser Platforms	Issued	07/28/98
12760	Retractable Bleacher Seating	Issued	09/18/97
12765	Retractable Seating	Issued	09/18/97
12800	Suite Artwork	Issued	05/03/99
12900	Relocation of Existing Furnishings and Equipment	Revised	06/14/99

DIVISION 13 - SPECIAL CONSTRUCTION

13052	Sauna	Issued	06/26/98
13160	Ice Floor System	Issued	01/15/98
13165	Ice Floor Accessories	Revised	08/24/98
13170	Dasher Board Systems	Issued	07/24/98
13172	Spa	Issued	06/26/98
13174	Hydrotherapy Pools	Issued	06/26/98
13175	Steam Room	Issued	06/26/98

DIVISION 14 - SPECIALITIES

14200	Wheelchair Lift	Issued	02/01/99
14210	Electric Traction Elevators	Issued	12/09/97
14240	Hydraulic Elevators	Issued	12/09/97
14240	Hydraulic Elevator (Team Store - PR 045.2)	Issued	02/15/99
14310	Escalators	Issued	12/09/97
14435	Vertical Transportation Maintenance Agreement	Issued	12/09/97

DIVISION 15 - MECHANICAL

15010	Basic Mechanical Requirements and System Description	Issued	03/13/98
15060	Pipe and Pipe Fittings	Issued	03/13/98
15100	Manual Valves	Issued	03/13/98
15120	Piping Specialties	Issued	03/13/98

15130	Pumps	Issued	03/13/98
15140	Hangers, Supports, Anchors and Sleeves	Issued	03/13/98
15160	Pumps	Issued	03/13/98
15170	Electric Motors	Issued	03/13/98
15180	Variable Speed Drives	Issued	03/13/98
15190	Identification	Issued	03/13/98
15240	Vibration Isolation and Seismic Restraint	Issued	03/13/98
15250	Mechanical Systems Insulation	Issued	03/13/98
15310	Fire Protection Systems	Issued	03/13/98
15320	Fire Pumps	Issued	03/13/98
15375	Standpipe and Firehose Systems	Issued	03/13/98
15401	Domestic Water	Issued	03/13/98
15405	Sanitary Waste and Vent System Components	Issued	03/13/98
15406	Roof and Area Drainage System	Issued	03/13/98
15430	Plumbing Specialties	Issued	03/13/98
15440	Plumbing Fixtures and Trim	Issued	03/13/98
15484	Natural Gas Systems	Issued	03/13/98
15515	Hydronic Specialties	Issued	03/13/98
15525	Steam Specialties	Issued	03/13/98
15545	Chemical Treatment	Issued	03/13/98
15590	Fuel Oil Equipment	Issued	03/13/98
15685	Centrifugal Chillers	Issued	03/13/98
15700	Modular Cooling Units	Issued	03/13/98
15710	Cooling Towers	Issued	03/13/98
15755	Heat Exchangers	Issued	03/13/98
15790	Coils	Issued	03/13/98
15830	Finned Tube Radiation and Convector	Issued	03/13/98
15835	Unit Heaters and Cabinet Unit Heaters	Issued	03/13/98
15840	Cabinet Fan/Smoke Removal Units	Issued	02/16/98
15855	Package Air Handling Units	Issued	03/13/98
15860	Fans	Issued	03/13/98
15870	Built-up Air Handling Units and Plenums	Issued	03/13/98
15885	Filters	Issued	03/13/98
15890	Ductwork Systems	Issued	03/13/98
15895	Special Air Distribution Systems	Issued	03/13/98
15900	Duct Lining	Issued	03/13/98
15910	Ductwork Accessories	Issued	03/13/98
15930	Air Terminal Units	Issued	03/13/98
15935	Diffusers, Registers, and Grilles	Issued	03/13/98
15955	Building Systems Control	Revised	03/13/98
15965	Control Wiring	Issued	03/13/98
15970	Control Valves, Dampers, and Actuators	Issued	03/13/98
15980	Control Panels, Controllers, and Sensors	Issued	03/13/98
15981	Control Systems Workstations and Peripherals	Issued	03/13/98
15985	Control System Sequences of Operation	Revised	03/13/98
15986	Control System Point List	Issued	03/13/98
15990	Testing, Adjusting, and Balancing	Issued	03/13/98

DIVISION 16 - ELECTRICAL

16050	Basic Electrical	Issued	03/13/98
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00003
02/15/99

00003 - 6 of 8

→ The Fieldhouse
9805-963

16060	Equipment Support and Concrete Work	Issued	03/13/98
16110	Raceways and Fittings	Issued	03/13/98
16111	Wireways and Gutters	Issued	03/13/98
16112	Cable Support System	Issued	03/13/98
16120	600 Volt Wire	Issued	03/13/98
16121	Medium Voltage Power Cables	Issued	03/13/98
16130	Electrical Boxes and Fittings	Issued	03/13/98
16132	Floor Boxes	Issued	03/13/98
16140	Wiring Devices	Issued	03/13/98
16141	Surface Raceways (MOA)	Issued	03/13/98
16160	Cabinets and Enclosures	Issued	03/13/98
16195	Electrical Identification	Issued	03/13/98
16197	Power Characteristics	Issued	03/13/98
16305	Medium Voltage Distribution and Interrupter Switch	Issued	03/13/98
16425	Switchboards	Issued	03/13/98
16427	Transient Voltage Surge Suppression (TVSS)	Issued	03/13/98
16435	Distribution Metering	Issued	03/13/98
16440	Disconnect Switches (Safety Switches)	Issued	03/13/98
16443	Show And Television Power Panels	Issued	03/13/98
16450	Grounding	Issued	03/13/98
16460	Dry Type Transformers	Issued	03/13/98
16465	Busway (600 Volt and Less)	Issued	03/13/98
16478	Fuses (600 Volt and Less)	Issued	03/13/98
16481	Motor Starters	Issued	03/13/98
16483	Motor Control Centers	Issued	03/13/98
16485	Contactors and Relays	Issued	03/13/98
16490	Transfer Switches	Issued	03/13/98
16501	Lamps	Issued	03/13/98
16502	Luminaire Accessories	Issued	03/13/98
16510	Interior Luminaires	Issued	03/13/98
16520	Exterior Luminaires	Issued	03/13/98
16535	Emergency Lighting	Issued	03/13/98
16540	Special Lighting	Future	
16620	Emergency Engine Generators (Diesel)	Issued	03/13/98
16670	Lightning Protection System	Issued	03/13/98
16723	Fire Alarm System	Issued	03/13/98
16741	Telecommunications Wire and Cable	Issued	07/24/98
16742	Telephone System	Issued	10/16/98
16743	Data Network	Issued	02/15/99
16770	Security Systems	Issued	07/24/98
16772	Provisions for the Sound Reinforcement System	Issued	03/13/98
16790	Provisions for Scoreboards, Message Centers, Advertising Panels	Issued	03/13/98
16917	Wall Dimmers	Issued	03/13/98
16920	Public Area Lighting Control and Dimming Systems	Revised	02/16/98
16955	Kitchen Equipment Connection	Issued	03/13/98
16960	Electrical Testing	Issued	03/13/98
16980	Lighting Fixture Schedule	Revised	03/13/98

16990 Panelboard Schedules
16995 Relay/Dimmer Schedules

Revised 03/13/98
Revised 03/13/98

END OF DOCUMENT



Huber, Hunt &
Nichols, Inc.



The Sherman R. Smoot
Company of Indiana

A Joint Venture



J. Beard
Management Inc. *

April 17, 2000

Mark E. Wright
Baker & Daniels
300 North Meridian Street
Suite 2700
Indianapolis, Indiana 46204

RE: Pacer Exhibits

Enclosed for your use are the following; four copies of the Fieldhouse site plans, a current specification listing, a current contract drawing listing (curtain drawings and sound system drawings are not included, they will be forwarded under a separate cover), a copy of all equipment purchase orders and a FF & E listing.

If you have any questions do not hesitate to call.

HUBER, HUNT & NICHOLS/SMOOT, A Joint Venture

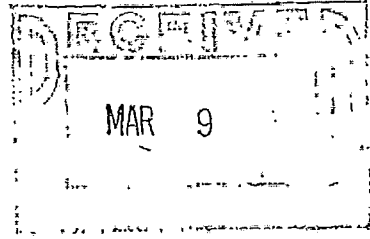
Scott T. Blanchard
Project Manager

cc: John Klipsch, CIB (w/o attachment)
File

17 S. Pennsylvania Street
Suite B1
Indianapolis, IN 46204
P: 317/974-0065
F: 317/974-0087

* J. Beard Management is a
consultant to The Sherman R. Smoot
Company of Indiana

ELLERBE BECKET



March 28, 2000

Mr. Scott Blanchard
Project Manager
Huber, Hunt & Nichols/Smoot
107 South Pennsylvania
Indianapolis, IN 46204

Re: Conseco Fieldhouse
Commission No. 9605-963
Close-Out Documents

Dear Scott:

Pursuant to Section 2.6.18.3 and Arena Architect (Contract) we are forwarding full size and half size record drawings.

Enclosed please find summary sheets which describe each discipline and the drawing sheets being forwarded.

Please note that the following record drawings are not enclosed and will be forwarded shortly.

Hardscape	Ratio	← Attached as of 4-17-00
Food Service	Cini-Little	← Attached as of 4-17-00
TV Productions	Parlin	← Attached as of 4-17-00
<u>Curtains</u>	<u>I.T.C.</u>	→ None
<u>Sound System</u>	<u>WJHW</u>	

605 West
47th Street
Suite 200
Kansas City,
Missouri
64112-1905
Telephone:
816-561-4443
Facsimile:
816-561-2863

If you have any questions or comments, please contact our office.

Sincerely;

ELLERBE BECKET ARCHITECTS & ENGINEERS, P.C.

Joseph C. Nehama
Associate

JCN/sh

cc: Kim Rothenberger
File 3D w/enclosures

Route: Steve Allison _____
Steve Hotujac _____

c:\data\960596\Mrblanchd\2116-3-28-00

Ellerbe Becket Mechanical Record Drawings
All Dated December 27, 1999

- M 000
- M 301 A
- M 301 B
- M 301 C
- M 301 D
- M 302 A
- M 302 B
- M 302 C
- M 302 D
- M 303
- M 304
- M 305
- M 306
- M 601
- M 602
- M 603
- M 604
- M 605
- M 801
- M 802
- M 901
- M 902
- M 903
- M 904
- P 200
- P 201 A
- P 201 B
- P 201 C
- P 201 D
- P 202
- P 203
- P 204
- P 205
- P 206
- P 207
- P 700
- P 701
- P 702
- P 703
- P 704
- P 705
- P 706
- P 707
- P 708

Ellerbe Becket Structural Long Span Record Drawings
All Dated December 30, 1999

- S 001 LS
- S 002 LS
- S 205 LS
- S 206 LS
- S 207 LS
- S 208 LS
- S 209 LS
- S 401 LS
- S 402 LS
- S 403 LS
- S 404 LS
- S 405 LS
- S 411 LS
- S 412 LS
- S 601 LS
- S 611 LS
- S 761 LS
- S 771 LS
- S 781 LS
- S 782 LS
- S 791 LS

Ryan Fire Protection Drawings As-Built

- FP 1
- FP 2
- FP 3
- FP 4
- FP 5
- FP 6
- FP 6A
- FP 7
- FP 7A
- FP 8
- FP 9
- FP 10
- FP 10A
- FP 11
- FP 12
- FP 13
- FP 14
- FP 14A
- FP 15
- FP 16
- FP 17
- FP 18
- FP 19
- FP 20
- FP 21
- FP 22
- FP 23
- FP 24
- FP 25
- FP 26A
- FP 27
- FP 28
- FP 29
- FP 30A
- FP 30B
- FP 30C

Electrical System - Record Drawing
Fire Alarm System

- 0 of 13
- 1 of 13
- 2 of 13
- 3 of 13
- 4 of 13
- 5 of 13
- 6 of 13
- 7 of 13
- 8 of 13
- 9 of 13
- 10 of 13
- 11 of 13
- 12 of 13
- 13 of 13

Fink, Roberts & Petrie
Structural Record Drawings - All Dated February 1, 2000

D200	S206	S621
D201	S206A	S622
D202	S206B	S623
D203	S206C	S624
D204	S206D	S625
D205	S207	S626
D206	S207A	S627
D207	S207B	S700
S001	S207C	S701
S002	S207D	S702
S100	S300	S703
S200	S301	S704
S200A	S302	S710
S002	S303	S711
S100	S304	S720
S200	S305	S721
S200A	S306	S722
S200B	S307	S723
S200C	S308	S724
S200D	S309	S730
S201	S310	S731
S201A	S311	S732
S201B	S312	S733
S201C	S313	S740
S201D	S314	S800
S202	S315	S801
S202A	S316	S810
S202B	S320	S811
S202C	S321	S812
S202D	S322	S813
S203	S323	S814
S203A	S324	S815
S203B	S325	S816
S203C	S326	S817
S203D	S327	S818
S204	S328	S900
S204A	S329	S901
S204B	S330	S902
S204C	S331	S903
S204D	S600	S904
S205	S610	S910
S205A	S611	S911
S205B	S612	S920
S205C	S613	S921
S205C	S614	S930
S205D	S620	S941

MSE Corporation - Record Drawing - Civil

- C 251
- C 252
- C 253
- C 255
- C 256
- C 257
- C 259
- C 260
- C 261
- C 262 A
- C 262 B
- D 105 R2
- D 108 R1
- D 108 R2
- D 109
- D 110

Blackburn Architect - Record Drawing
Architecture - All Dated December 8, 1999

- A 305
- A 421
- A 422
- A 521
- A 522
- A 523
- A 524
- A 622
- A 623
- A 711
- A 712
- A 715
- A 716
- A 723
- A 724
- A 771 E
- A 815
- A 816
- A 817 A
- A 817 B
- A 818
- A 821
- A 824
- A 825
- A 931 A
- A 931 B
- A 931 C
- A 931 D
- A 931 E
- A 932 A
- A 932 B
- A 932 C
- A 932 D
- A 932 E

Rowland - Record Drawing
Architecture - All Dated January 24, 2000

- A 725 A
- A 725 B
- A 726
- A 728 A
- A 728 B
- A 728 C
- A 728 D
- A 728 E
- A 728 F
- A 728 G
- A 728 H
- A 911 A
- A 941
- A 942

Structural Steel Back-Up Record Drawings
All Dated March 8, 2000

AS 301
AS 302
AS 303
AS 304
AS 305
AS 306
AS 307
AS 308
AS 309
AS 310
AS 311
AS 320
AS 901
AS 902
AS 903
AS 904
AS 905
AS 906

Ellerbe Becket Record Drawings - Lighting
All Dated March 1, 2000

- E 301 A
- E 301 B
- E 301 C
- E 301 D
- E 302
- E 303
- E 304
- E 305
- E 306
- E 307
- E 308
- E 401
- E 402
- E 403
- E 404
- E 405
- E 406
- E 710
- E 714
- E 715

Moore Engineers Record Drawings
Hydronic & Electrical all Dated January 31, 2000

H301	E208	E706
H302	E501A	E707
H303	E501B	E708
H304	E501C	E709
H305	E501D	E711
H306	E502	E712
H401	E503	E713
H402	E504	E800
H403	E505	E801
H404	E506	E802
H405	E507	E813
H501	E531	E804
H502	E532	E805
H503	E533	E806
H504	E534	E807
H505	E535	E809
H601	E536	E810
H801	E537	E812
E001	E551	E813
E101	E552	E814
E201A	E553	E815
E201B	E554	E831
E201C	E555	E832
E201D	E556	E851
E202	E557	E852
E203	E701	E853
E204	E702	E854
E205	E703	E855
E206	E704	E856
E207	E705	

Electrical Systems - Record Drawing Security Systems

- 0 of 13
- 1 of 13
- 2 of 13
- 3 of 13
- 4 of 13
- 5 of 13
- 6 of 13
- 7 of 13
- 8 of 13
- 9 of 13
- 10 of 13
- 11 of 13
- 12 of 13
- 13 of 13

WJHW Record Drawings – Audio Visual - All Dated March 17, 2000

AV000	AV402
AV201A	AV403
AV201B	AV404
AV201C	AV405
AV201D	AV406
AV202A	AV407
AV202B	AV408
AV202C	AV409
AV202D	AV410
AV203A	AV411
AV203B	AV412
AV203C	AV413
AV203D	AV500
AV204A	AV501
AV204B	AV502
AV204C	AV503
AV204D	AV600
AV205A	AV601
AV205B	AV602
AV205C	AV603
AV205D	AV604
AV206A	AV605
AV206B	AV606
AV206C	AV607
AV206D	AV608
AV207A	AV609
AV207B	AV610
AV207C	AV611
AV207D	AV612
AV300	AV613
AV301	AV700
AV302	AV701
AV400	AV702
AV401	AV703

Ellerbe Becket Architectural Record Drawings - All Dated March 9, 2000

AFR001	A111A	A507	A813
AKN001	A112A	A508	A814
A001	A113A	A509	A828
A002	A201A	A510	A831
A003	A201B	A511	A832
A004	A201C	A512	A841
A005	A201D	A525	A851
A006	A202A	A526	A855
A009	A202B	A530	A856
A021	A202C	A531	A871A
A022	A202D	A601	A871B
A023	A203A	A602	A872
A024	A203B	A603	A873
A100	A203C	A604	A874
A101	A203D	A605	A875
A101A	A204A	A606	A881
A101B	A204B	A610	A882
A101C	A204C	A611	A883
A101D	A204D	A621	A901
A102	A205A	A624	A902
A102A	A205B	A625	A903
A102B	A205C	A717	A904
A102C	A205D	A718	A905
A102D	A206	A721	A906
A103	A207	A722	A907
A103A	A211A	A731	A908
A103B	A212A	A732	A909
A103C	A213A	A741	A910
A103D	A301P	A742	A911
A104	A302	A751	A912
A104A	A303	A752	A921
A104B	A304	A755	A922
A104C	A401	A756	A922A
A104D	A404	A757	A922B
A105A	A408	A771	A922C
A105B	A409	A771A	A922D
A105C	A410	A771B	A923
A105D	A411	A771C	A924
A106	A412	A771D	A925
A106A	A413	A772	A950
A106B	A414	A773	A955
A106C	A501	A774	A956
A106D	A502	A775	A957
A107	A503	A800	A958
A108	A504	A801	A959
A109	A505	A802	A960
A110A	A506	A811	A961

Ellerbe Becket Architectural Record Drawings - All Dated March 9, 2000

- A962
- A963
- A964
- A970
- A971
- A972
- A973
- A974
- A975
- A976
- A981
- A982
- A983
- A984
- A990
- A991
- A992
- A993
- A994
- A995
- A996
- A997
- A998
- A999
- A999.1
- A999.2
- A999.3
- A1100
- A1101
- A1102
- A1103
- A1104
- A1105
- A1106
- A1107

Ratio - Record Drawings
Hardscape - All Dated March 28, 2000

- L601
- L602
- L603
- L604
- L605
- L606
- L607
- L608

Gini-Little Record Drawings – Food Service – All Dated March 29, 2000

FS-201	FS-206	FS-210SC	FS-215SC
FS-201M	FS-206M	FS-211	FS-301
FS-201E	FS-206E	FS211M	FS-302
FS-201SC	FS-206SC	FS-211E	FS-303
FS-202	FS-207	FS-211SC	FS-304
FS-202M	FS-207M	FS-212	FS-305
FS-202E	FS-207E	FS-212M	FS-306
FS-202SC	FS-207SC	FS-212E	FS-307
FS-203	FS-208A	FS-212SC	FS-308
FS-203M	FS-208	FS-213	FS-309
FS-203E	FS-208M	FS-213M	FS-310
FS-203SC	FS-208E	FS-213E	FS-311
FS-204	FS-208SC	FS-213SC	FS-312
FS-204M	FS-209	FS-214	FS-313
FS-204E	FS-209M	FS-214M	FS-314
FS-204SC	FS-209E	FS-214E	FS-315
FS-205	FS-209SC	FS-214SC	FS-316
FS-205M	FS-210	FS-215	FS-317
FS-205E	FS-210M	FS-215M	FS-318
FS-205SC	FS-210E	FS-215E	

Patlin Record Drawings - Teleproduction Facilities - All dated April 3, 2000

A020	E221
A100	E231
A110	E232
A120	E241
A121	E242
A190	E243
A200	E244
A311	E245
A312	E246
A321	E247
A332	E251
A341	E261
A411	E271
A412	E291
A421	E311
A431	E321
A432	E331
A441	E341
A442	E351
A443	E361
A444	E371
A451	E391
A461	E411
E100	E421
E110	E431
E120	E441
M100	E451
E201	E461
E202	E471
E211	E491
E212	

ITC Record Drawings

Rigging -

- R1.1
- R1.2
- R1.3
- R1.4

SCHEDULE 2

Environmental Disclosure Memorandum

BINGHAM SUMMERS WELSH & SPILMAN

(Environmental Disclosure
Memorandum)

M E M O R A N D U M

TO: M. Solada
FROM: L. Kane
DATE: November 22, 1999
RE: Pacers/CIB/MCCRFA Operating Agreement
Environmental Implications
CC: File No. 3433-26992

This memo compares conditions of the Conseco Fieldhouse site with the representations of the CIB/MCCRFA under Sec. 17 of the Indiana Fieldhouse Operating Agreement ("Agreement").

I. CIB/MCCRFA Environmental Representations under the Agreement

Under Sec. 17 of the Agreement, the CIB and the MCCRFA represent, warrant and covenant that:

- (i) There are no Hazardous Materials at, on or under the Fieldhouse Complex and there are no violations of any Environmental Laws with respect to the Fieldhouse Complex.
- (ii) There are no underground storage tanks at the Fieldhouse Complex.
- (iii) To the extent that there were Hazardous Materials present at, on or under the Fieldhouse Complex or any violation of Environmental Laws at the time the CIB . . . took title or during the course of excavation . . . the same have been or will have been remedied by or on behalf of CIB or MCCRFA to the extent that no violations of Environmental Laws will exist as of the Commencement Date.

Pertinent Definitions from the Understanding of Defined Terms:

"*Hazardous Material*" means any hazardous or toxic material, substance, pollutant, contaminate or waste . . . defined by or regulated as such under any Environmental Laws, petroleum, gasoline and their constituent parts, *provided* that if any such material may legally be present at the Real Estate below certain concentrations in the soil or the

20.2

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NOV 22 '99 12:19 PM BINGHAM SUMMERS

groundwater as established by any Environmental Laws without the requirement for remediation, then such material shall not be considered a Hazardous Material if it is present in the soil or groundwater only at concentrations below such levels.

"Environmental Activity or Condition" means the presence, use, generation . . . storage, release . . . disposal . . . of any Hazardous Material on, onto, in, under, over or from the Real Estate or the violation of Environmental Laws because of such condition of, or activity on, the Real Estate.

"Environmental Laws" means any federal, state or local law, common law decision, court decision or administrative decision, ordinance, regulation, rule, court order or decree, or administrative order, policy or guideline concerning action levels of a governmental authority relating to the environment, public health, any Hazardous Material or any Environmental Activity or Condition on, under or about the Real Estate . . .

II. Status of Compliance with the Environmental Representations

A. No Underground Storage Tanks at the Fieldhouse Complex

Based on my review of the environmental reports concerning site preparations for the Fieldhouse and discussions with Keith Might, Patriot Engineering, this representation is accurate. All USTs encountered during site excavation were removed from the site and disposed of properly.

B. No Hazardous Materials at, on or under the Fieldhouse Complex

There are certain site conditions that appear to pose technical inconsistencies with this representation.

1. General Overbreadth of Representation

The representation is that there are NO Hazardous Materials at, on or under the Fieldhouse. The definition of Hazardous Material is broad enough to encompass many standard cleansing and maintenance materials used at a facility such as the Fieldhouse since they are Hazardous Substances under CERCLA. This provision is overbroad to the extent it may apply to such substances, which do not pose any environmental liability threat. However, it should be noted that, to the extent such materials may be present at the Fieldhouse, they are probably there through the actions of the Pacers Basketball Corporation or its agents or contractors and not by virtue of actions of the CIB/MCCRFA. Thus, this should be a nonissue.

2. Residual Petroleum Contaminants

As defined, the term "Hazardous Materials" includes petroleum. However, that definition goes on to provide that, to the extent that a material may be legally present below

specified concentrations in the soil or groundwater as established by an Environmental Law without the requirement for remediation, then such materials shall not be considered a Hazardous Material if present below such concentrations.

"Environmental Law" includes administrative guidelines or policies that set action levels for, among other things, a Hazardous Material. (To include unofficial agency guidelines in a definition of "Law" is a very conservative approach.) This broad definition would appear to include IDEM's unofficial cleanup policy utilized under its UST program to require cleanup of petroleum that is present in site soils in concentrations exceeding 100 parts per million (ppm) of Total Petroleum Hydrocarbons. That same policy would require cleanup of groundwater which contains certain petroleum constituents known by the acronym BTEX (benzene, toluene, ethylbenzene, and xylenes) if present in groundwater at levels exceeding the Maximum Contaminant Levels set under the federal Safe Drinking Water Act.

• Two Areas of Exceedance of Levels Allowed by "Environmental Laws"

There were several areas of the Fieldhouse site at which TPH was found in soils above 100 ppm. As a general matter, these areas of soil were excavated and disposed at landfills. Thus, all such areas would comply with the third representation that, to the extent that Hazardous Materials were present at the time the CIB took title, the same were remedied by the CIB or MCCRFA so that no violations of Environmental Laws will exist as of the Commencement Date. However, there are two areas where petroleum contamination still exceeds the guideline levels. ✓

(1) Based on discussions with Keith Might, there is one area where soils exceeding 100 ppm TPH were not excavated. Specifically, this area is located at the edge of the excavation in a sidewall under Pennsylvania Street near the former Indy News/Graham Building where TPH values were measured at around 200 ppm. Further excavation would have imperiled Pennsylvania Street and the levels are only modestly above the guideline level. I don't believe they pose any meaningful environmental problem. However, this residue technically results in a contravention of the Representation. It should be noted that it is extremely doubtful that the VRP cleanup objectives – for either the residential or nonresidential scenario – would be exceeded by these TPH levels.

(2) The second instance involves a limited area of groundwater contamination arising from the former A-1 Car Care facility that was located at the intersection of Georgia and Delaware Streets. The site investigation revealed the presence of ethylbenzene (a petroleum constituent) at levels in the range of 3,000 to 4,000 parts per billion (ppb) which exceed the corresponding MCL of 700 ppb. Reportedly, IDEM considered this a low priority issue and declined to review the Corrective Action Plan that had been prepared. Thus, this level of contamination remains on this area of the site and technically would be an exceedance of a level allowed by an Environmental Law. To keep this issue in perspective, the cleanup levels allowed under the Voluntary Remediation Program for nonresidential sites, which would effectively describe the Fieldhouse since no groundwater would be withdrawn for drinking water purposes, is over 10,000 ppb. Thus, no remediation would be required under the VRP even though the unofficial guidelines of the UST program would say that remediation is technically required.

These two areas of residual contamination create a "war" of agency guidelines or policies. The most conservative view, no doubt would be that the more stringent guideline controls. Technically, this would be consistent with the fact that the VRP cleanup objectives are not applicable except for sites that have formally enrolled in the VRP. Nonetheless, there is no practical way this minor area of groundwater contamination could be addressed at this time and it does not, in my judgment, pose a meaningful environmental liability.

CONCLUSION

There are two areas in which petroleum-related contaminants were found in soil or groundwater during site excavation and preparation activities at levels which exceed informal IDEM cleanup guidelines and which may still remain at the Fieldhouse site. Neither instance involves significant levels of contaminants. However, given the breadth of the representations, these two instances pose a potential technical violation of the representations of the Operating Agreement. To the extent that they do, it is doubtful that any meaningful liability would be posed by either situation under the indemnity provisions of the agreement.

SCHEDULE 3

Proposed Design and Construction Schedule for Refresh Improvements

- February 21, 2019 – Notice to Proceed with Architect and Construction Manager as administer.
- March 1 – June 30, 2019 – Construction Phase 1 design and programming work for the full building with emphasis on Construction Phase 1.
 - April 1, 2019 – full consultant team under contract (all of design team subconsultants).
- July 1 – September 30, 2019 – construction documents for Construction Phase 1.
- Acquisition of additional real estate – by October 1, 2019.
- October 1, 2019 – CIB bid and award process begins for Construction Phase 1.
- Timing for Construction Phases 2 and 3 construction documents and CIB bid and award process TBD.
- February 1, 2020 – construction work begins for Construction Phase 1.
- Fieldhouse to be closed for events as necessary in Construction Manager's discretion for construction during 2020, 2021 and 2022 Indiana Pacers off-seasons (Indiana Pacers off-season is from May 1 or last Home Basketball Game to October 1), not to exceed 60 days during 2022 off-season.
- Construction Phase 1: February 1, 2020 – October 1, 2020, including without limitation:
 - All event level complete
 - All lower bowl seating complete
 - Lower suite level complete (other than office space)
 - Main concourse section 1 and 20
 - Legends renovation
 - South balcony platform
- Construction Phase 2: March 3, 2021 – October 1, 2021 (entry pavilion begins March 1, 2021 and ends May 2022), including without limitation:
 - Entry pavilion expansion
 - Exterior demolition
 - Main concourse complete
 - Club level complete
 - North balcony platform
- Construction Phase 3: January 1, 2022 – October 1, 2022, including without limitation:
 - Entry pavilion continuing
 - Projection system
 - Outdoor renovations
 - Balcony complete
 - Remaining office space on lower suite level complete

SCHEDULE 4

Major Systems

1. Plumbing System
 - 1.1 Domestic water booster pump system
 - 1.2 Sewage ejector pumps
 - 1.3 Storm water ejector pumps
 - 1.4 Water meter
 - 1.5 Backflow preventer
 - 1.6 Domestic water heat exchangers
 - 1.7 Piping systems

2. HVAC System
 - 2.1 Chillers
 - 2.1.1 All central plant chillers & chiller components
 - 2.1.2 All modular cooling units & components
 - 2.1.3 Chiller controllers
 - 2.2 Pumps - 5 horsepower or larger
 - 2.2.1 Chilled water pumps
 - 2.2.2 Condenser water pumps
 - 2.2.3 Heating hot water pumps
 - 2.2.4 Condensate pumps
 - 2.3 Air Handling Units
 - 2.3.1 Built-up air handling units
 - 2.3.1.1 Coils
 - 2.3.1.2 Fans
 - 2.3.1.3 Fan motors
 - 2.3.1.4 Fan shafts, sheaves on 5,000 cfm fans and larger
 - 2.3.2 Return air handling units
 - 2.3.2.1 Fans
 - 2.3.2.2 Fan motors
 - 2.3.2.3 Fan shafts, sheaves on 5,000 cfm fans and larger
 - 2.3.3 Package air handling units
 - 2.3.3.1 Fans
 - 2.3.3.2 Fan motors
 - 2.3.3.3 Coils
 - 2.3.3.4 Fan shafts, sheaves on 5,000 cfm fans and larger
 - 2.4 Steam System
 - 2.4.1 Steam pressure reducing valves
 - 2.4.2 Steam relief valves
 - 2.4.3 Condensate receiver and pumping system
 - 2.4.4 Condensate receiver/cooler and pump units
 - 2.4.5 Heat exchangers
 - 2.4.6 Air separators

- 2.5 Piping Systems
 - 2.5.1 Heating, cooling and steam piping systems
- 2.6 Building Management System
 - 2.6.1 System digital controllers
 - 2.6.2 Unitary Digital controllers
 - 2.6.3 Complete Building Management System
- 2.7 Other Systems
 - 2.7.1 All Valves 4" and larger
 - 2.7.2 Variable speed drives
 - 2.7.3 High pressure gas regulators
 - 2.7.4 Chemical treatment system for condenser water
 - 2.7.5 Fuel oil tanks
 - 2.7.6 Fuel oil pumps
 - 2.7.7 Cooling towers
 - 2.7.8 Cooling tower motors, fans, & drives
 - 2.7.9 Fans, fan shafts, and sheaves - on fans 5,000 cfm and larger
 - 2.7.10 Dampers in excess of 24" x 24" or equivalent cross-section, including fire dampers, balancing dampers and flow control dampers
 - 2.7.11 Expansion Tanks
 - 2.7.12 Collection tanks for Cooling Tower water
- 3. Fire Protection
 - 3.1 Backflow Prevention assembly
 - 3.2 Dry pipe air compressors
 - 3.3 Fire pumps
 - 3.4 Automatic transfer switches
 - 3.5 Pressure maintenance (jockey) pumps
 - 3.6 Pressure maintenance pump controller
 - 3.7 Main Fire alarm control panel
 - 3.8 Fire alarm system
- 4. Electrical System
 - 4.1 Switchboards - over 200 amps
 - 4.2 Distribution panels - over 200 amps
 - 4.3 Transformers - over 9KVA
 - 4.4 Busway
 - 4.5 Fuses - over 200 amp
 - 4.6 Motor Control Centers
 - 4.7 Motor Starters - over 200 amps
 - 4.8 Automatic Transfer Switches
 - 4.9 Arena bowl light fixtures, shutters & lamps
 - 4.10 Emergency generator system
 - 4.11 Lighting control system
 - 4.12 Main Arena Bowl Lighting control console and computer
 - 4.13 Main Public Area Lighting control console and computer

- 4.14 Electric motors 10 hp and above
- 4.15 Theatrical and Event Presentation light fixtures
- 4.16 Theatrical and event Presentation lighting control system
- 4.17 Spotlights

- 5. Security System*
 - 5.1 Cameras*
 - 5.2 Main Security access control and alarm monitoring system*
 - 5.3 Access control and alarm monitoring processor*
 - 5.4 Access control Matrix switcher*
 - 5.5 Command center control station*
 - 5.6 CCTV matrix switcher*
 - 5.7 CCTV Video multiplexers*
 - 5.8 Video badging system controller and interface with access control system*

- 6. Sound System*
 - 6.1 Main Mixing console*
 - 6.2 Amplifier control system*
 - 6.3 Digital signal processing system*
 - 6.4 Auxiliary mixing consoles*
 - 6.5 Peak Limiters*
 - 6.6 Parametric equalizers*
 - 6.7 Power amplifiers - 1,000 watts and above*
 - 6.8 Speaker Clusters*
 - 6.9 Intentionally omitted
 - 6.10 Hearing Assistance system*
 - 6.11 Main station for intercom system*

- 7. Vertical Transportation System
 - 7.1 Elevators
 - 7.1.1 Geared Traction machines
 - 7.1.2 Motors, motor controllers
 - 7.1.3 Sheaves
 - 7.1.4 Power conversion unit
 - 7.1.5 Individual car & Group Controller
 - 7.1.6 Hoist & governor ropes
 - 7.1.7 Door Operator
 - 7.1.8 Elevator car control panel
 - 7.1.9 Pump units
 - 7.1.10 Main computer control
 - 7.2 Escalators
 - 7.2.1 Drive machines
 - 7.2.2 Drive controllers
 - 7.2.3 Drive sprocket

- 7.2.4 Idler sprocket
- 7.2.5 Deck board, step chains, step assemblies & rollers
- 8. RF and Broadcast Video Cabling System*
 - 8.1 Audio and Video Switchers/Routers*
 - 8.2 Control system hardware and/or software*
- 9. House Reduction and Glass Wall Curtain and Rigging Systems
- 10. Seating Systems
 - 10.1 Fixed seats
 - 10.2 Retractable seating platforms and integral seats
 - 10.3 Portable seating platforms
 - 10.4 Portable folding chairs
- 11. Ice Floor System
 - 11.1 Refrigeration machines & pumps
 - 11.2 Cooling towers
 - 11.3 Controllers
 - 11.4 Brine or cyclo piping (including floor repairs to extent that ice floor slab or event floor slab must be removed for repair to be made)
 - 11.5 Chemical treatment system
 - 11.6 Water purification system
 - 11.7 Heat Exchangers
 - 11.8 Valves - 4" and larger
 - 11.9 Dasher boards & spectator shielding
- 12. Basketball Floor and/or Basketball Practice Court Floor System
- 13. Flooring Systems (Terrazzo, Tile, Epoxy, Hardwood and all other floor and subfloor coverings and treatments other than carpeting and similar fiber floor coverings)
- 14. Scoreboard Hoist Systems and Speaker Cluster Rigging
 - 14.1 Hoist system
 - 14.2 Hoist control system
 - 14.3 Speaker cluster rigging
- 15. Scoreboard, Video Board, Message Board and Advertising Panel Systems (which includes the Video/Sound System)*
 - 15.1 Scoreboard control system*
 - 15.2 Video/audio amplifiers and controllers*
 - 15.3 Video/visual display modules*

15.4 Scoreboards, main and auxiliary*

16. Window and Glazing Systems

17. Any systems or components that perform a substantially similar function as, or are updates or replacements of, any of the foregoing, whether or not Refresh Improvements, but excluding, for the period from the Effective Date until June 30, 2036, any Technology Improvements and any items marked with an asterisk.

* Excluded from Major Systems for the period from the Effective Date until June 30, 2036.

SCHEDULE 5

Market Professional Criteria for Selection

Must be independent, third party, with no affiliations with PBLLC, Herbert Simon, PBLLC Affiliate, Simon Family Affiliate or with CIB or MCCRFA.

Costs for services of the Market Professional, including any and all costs to select the individual(s), shall be split equally among CIB and Manager.

As to matters involving construction, must have significant experience related to the development, design and construction of multi-purpose arenas. Specifically:

- Direct experience as an owner's/tenant representative or principal-in-charge of a recently completed arena/stadium.
- A full understanding of the design and construction process.
- Familiar with contract law, specifically regarding construction related disputes.

SCHEDULE 6

Owner's Portion of the FF&E Package

<u>ITEM DESCRIPTION</u>	<u>DATE OF ACQUISITION</u>
2 RIDING SCRUBBERS	12/31/1999
FORKLIFT 8,000 LBS PNEUMATIC TIRES	12/31/1999
FORKLIFT 5,000 LBS, PNEUMATIC TIRES	12/31/1999
RIDING SWEEPER	12/31/1999
GAS SWEEPER	12/31/1999
FOOD SERVICE EQUIPMENT	12/31/1999
CONVEYOR DISWASHER	9/7/2012
VULCAN FRYER	9/7/2012
DATA NETWORK SYSTEMS CO	12/31/1999*
DATA NETWORK SYSTEMS CO	4/18/2000*
HP E-MAIL SERVIER	11/30/2011*
SONIC WALL NSA E6500	11/30/2011
VOICE DATA SYSTEM	3/8/2012*
TELE-PRODUCTION FACILITIES	12/31/1999*
TELECOMMUNICATIONS CABL 12/31/99	12/31/1999*
HYDROTHERAPHY EQUIPMENT 12/31/99	12/31/1999
MOTORIZED SHADES EQUIPME	12/31/1999
LAUNDRY EQUIPMENT	12/31/1999

SPA EQUIPMENT	12/31/1999
TELECOMMUNICATION EQUIP	3/21/2000*
RETAINAGE/AMERITECH/EQUI	3/21/2000*
ZAMBONI	4/28/2009
UASI GRANT - RADIOS AND MISCELLANEOUS RADIO EQUIPMENT	7/23/2009*
NON-FIXED SUITE FURNITURE	12/31/1999
MARQUEE & WAYFINDING SIGN	12/31/1999*
MARQUEE & WAYFINDING SIGN	3/21/2000*
ICE FLOOR COVER & PORTABL	12/31/1999
ICE FLOOR COVER & PORTABL	4/18/2000
MAINTENANCE EQUIPMENT	5/9/2000
145 MAINT. & MATERIAL HANDLIN - residual expense	12/31/1999
MAINTENANCE & MATERIAL H	2/22/2000
POINT-OF-SALE SYSTEMS FOR	3/21/2000*
POINT-OF-SALE SYSTEM FOR R	12/31/1999*
SYSTEM FURNITURE & FINISHI	12/31/1999
POINT-OF-SALE SYSTEM FOR C	12/31/1999*
FOOD SERVICE EQUIPMENT	8/22/2000
SIGN GRAVER	12/31/1999*
SYSTEM FURNITURE & FINISH	12/31/1999
SYSTEM FURNITURE & FURNIS	4/18/2000

150 WINDOW BLINDS/PROJECTION	12/31/1999*
RETAINAGE/OFFICE WORKS/SY	3/21/2000*
WINDOW TREATMENT CONTRA	3/21/2000
MATERIAL HANDLING EQUIPM	11/14/2000
LOCKER ROOM EQUIPMENT	12/31/1999
APPLIANCES	12/31/1999
TELEVISION CAMERA PLATFO	12/31/1999
PORTABLE RADIOS	12/31/1999*
TAPING TREATMENT EQUIPME 12/31/99	12/31/1999
ENTRANCE MATS & FRAMES	12/31/1999
COMMUNICATIONS CABLING C 12/31/99	12/31/1999*
BASKETBALL PADS	12/31/1999
PORTABLE RADIOS CONTRACT	3/21/2000
LOADING DOCK EQUIPMENT	12/31/1999
HYDROTHERAPY EQUIPMENT	4/18/2000
TELEVISION CAMERA PLATFO	2/22/2000*
3-PINBALL MACHINES	12/31/1999
ENTRANCE MATS & FRAMES C	3/21/2000
PEDESTRIAN CONTROL EQUIPM	12/31/1999*
TELECOMMUNICATION CABLI	3/21/2000*
SPA EQUIPMENT CONTRACT	4/18/2000

RIOSCAN INVENTORY SOFTWA	4/12/2004*
MOTORIZED SHADES CONTRACT	8/22/2000*
TRASH CONTAINERS	12/31/1999
LAUNDRY EQUIPMENT CONTR	2/22/2000
DOCK EQUIPMENT CONTRACT	4/18/2000
APPLIANCES CONTRACT	4/18/2000
RETAINAGE/DUNCAN/TELE-PR	2/22/2000*
BASKETBALL PADS CONTRACT	3/21/2000
RETAINAGE/HH GREGG/APPLIA	4/18/2000
OFFICE FURNITURE & EQUIPM	12/31/1999

*Item listed constitutes a Technology Improvement for the period from the Effective Date until June 30, 2036.

SCHEDULE 7

Permitted Encumbrances

1. Easement in favor of all utilities with respect to that part of the premises comprised of air rights heretofore vacated by proceedings under Declaratory Resolution No. 84-VAC-40 as set out in a transcript recorded January 31, 1985 as Instrument No. 85-7723.
2. Rights of Downtown Services, Inc., an Indiana corporation with respect to the bridge structure located within the air rights vacated by proceedings under Declaratory Resolution No. 84-VAC-40 and the right of continued support for the same pursuant to a deed recorded September 13, 1983 as Instrument No. 83-66793, a transcript of proceedings under Declaratory Resolution No. 84-VAC-40 recorded January 31, 1985 as Instrument No. 85-7723, and a deed recorded December 16, 1996 as Instrument No. 96-174357.
3. Easements reserved and covenants and agreements set out in the deed from CRC Properties, Inc., a Pennsylvania corporation to the Department of Metropolitan Development Of The Consolidated City of Indianapolis Acting For And On Behalf Of The Metropolitan Development Commission Of Marion County, Indiana, In Its Capacity As The Redevelopment Commission Of The City of Indianapolis, Indiana dated July 18, 1997 and recorded July 24, 1997 as Instrument No. 97-102769 (hereafter called the "1997 CRC Deed"), to-wit:
 - a.) Access Easement 20' in width, commencing at the northerly property line of Tract III of the Insured Real Estate at Virginia and Delaware Avenues and extending southward to Grantor's remaining property; or a substitute easement acceptable to Grantor, at Grantee's sole cost and expense;
 - b.) An easement for Grantor's existing Camp Car Tract No. 518 located on the southerly line of the portion of the Insured Real Estate conveyed by the 1997 CRC Deed together with means of ingress and egress thereto, for maintenance, repair or removal of said track by its employees, agents, contractors or assigns;
 - c.) Covenant of Grantee to release Grantor for any loss or damage, direct or consequential, caused by or arising from the lack or failure to maintain a fence or similar structure between the Insured Real Estate and adjoining land of Grantor or as may be caused by or arise from vibration resulting from the normal operation, maintenance or repair of Grantor's railroad;
 - d.) Covenants related to hazardous substances and their remediation including indemnities and hold harmless provisions relative thereto;
 - e.) Covenant of Grantee to release Grantor from any liability arising out of sliding, shifting or movement of adjoining embankment of Grantor, or the drainage or seepage of water therefrom, upon or into the Insured Real Estate or upon, under, or into anything which may be erected thereon; and

- f.) Permanent easement from Grantee to Grantor for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines, and all of their appurtenances, located in, on, under, over, above, beneath the surface, across or through the portion of the Insured Real Estate conveyed by the 1997 CRC Deed, together with the right to use, maintain, repair, replace, renew, rehabilitate, and remove said facilities and their appurtenances; and further together with the right of impeded ingress and egress in, on, over, across and through such portion of the Insured Real Estate for such purposes.

SCHEDULE 8

Real Estate

Tract One:

Lots Numbered 7, 8, 9, 10, 11 and 12 in Square 77, and part of Square 98 of the Donation Lands of the City of Indianapolis, Marion County, Indiana, together with that part of Georgia Street heretofore vacated by proceedings under Declaratory Resolution No. 97-VAC-21 as set out in a transcript recorded October 6, 1997 as Instrument No. 97-146909 and also together with that part of Talbot Street heretofore vacated by proceedings under Declaratory Resolution No. 97-VAC-22 as set out in a transcript recorded October 6, 1997 as Instrument No. 97-146910 in the Office of the Recorder of Marion County, Indiana, all being more particularly described as follows:

Beginning at the point of intersection of the East right-of-way line of Pennsylvania Street and the South right-of-way line of Chesapeake Street; thence on said South right-of-way line South 87 degrees 58 minutes 56 seconds East (State Plane Bearing) 419.40 feet to the point of intersection of said South right-of-way line with the West right-of-way line of Delaware Street; thence on said West right-of-way line South 02 degrees 00 minutes 27 seconds West 476.69 feet to a point 30 feet Northerly, by radial measure, of the centerline of the railroad tracks reserved for Amtrak, as existing April, 1997, said point being also on a non-tangent curve concave Southeasterly having a central angle of 00 degrees 47 minutes 39 seconds and a radius of 1717.02 feet; thence concentric with and 30 feet northerly of said centerline the following two courses: 1) southwesterly along said curve to the left an arc distance of 23.80 feet (said arc being subtended by a chord having a bearing of South 64 degrees 36 minutes 59 seconds West, and a length of 23.80 feet to the point of compound curvature of a curve concave southeasterly, having a central angle of 09 degrees 58 minutes 34 seconds and a radius of 835.74 feet; 2) on and along said curve an arc distance of 145.52 feet (said arc being subtended by a chord which bears South 60 degrees 41 minutes 38 seconds West 145.33 feet) to a point on the North face of the concrete tunnel for Pogues Run as existing April, 1997; thence on and along said North face; more or less, the following eight (8) courses: 1) South 71 degrees 29 minutes 43 seconds West 37.05 feet; 2) South 71 degrees 14 minutes 43 seconds West 50.90 feet; 3) South 72 degrees 00 minutes 13 seconds West 49.36 feet; 4) South 72 degrees 26 minutes 52 seconds West 22.19 feet; 5) South 75 degrees 06 minutes 15 seconds West 27.49 feet; 6) south 71 degrees 49 minutes 12 seconds West 50.89 feet; 7) South 71 degrees 19 minutes 39 seconds West 49.25 feet; 8) South 71 degrees 51 minutes 15 seconds West 4.67 feet to the East right-of-way line of Pennsylvania Street; thence on and along said East line North 01 degrees 59 minutes 56 seconds East 438.36 feet to the centerline of Georgia Street, vacated per Declaratory Resolution 97-VAC-21; thence continuing on said East right-of-way line of Pennsylvania Street, North 02 degrees 01 minutes 50 seconds East 224.82 feet to the Point of Beginning.

Also, the East Half of the air rights West of and adjacent thereto heretofore vacated by proceedings under Declaratory Resolution No. 84-VAC-40 as set out in a transcript recorded January 31, 1985 as Instrument No. 85-7723 in the Office of the Recorder of Marion County, Indiana, to-wit:

All of the following described parcel of airspace lying between the horizontal planes located respectively at elevations of 722.78 feet and 1072.78 feet above mean sea level:

Commencing at the intersection of the South line of Georgia Street and the East line of Meridian Street; thence South 00 degrees 2 minutes 5 seconds West along said East line of Meridian Street 470.40 feet said point being on the North face of a concrete retaining wall structure as existing August, 1984; thence the following nine (9) courses being along the North face of said wall: (1) South 89 degrees 38 minutes 30 seconds East 124.00 feet; (2) North 86 degrees 16 minutes 15 seconds East 38.08 feet; (3) North 79 degrees 49 minutes 51 seconds East 50.80 feet; (4) North 74 degrees 15 minutes 15 seconds East 23.90 feet; (5) North 71 degrees 36 minutes 0 seconds East 31.62 feet; (6) North 69 degrees 43 minutes 49 seconds East 53.31 feet; (7) North 69 degrees 28 minutes 44 seconds East 102.53 feet; (8) North 04 degrees 26 minutes 1 second East 13.04 feet; (9) North 86 degrees 26 minutes 36 seconds East 7.98 feet to a point on the West line of Pennsylvania Street, said point being the POINT OF BEGINNING; thence North 75 degrees 42 minutes 6 seconds East along the North face of the bridge being a row of column supports 92.89 feet to the East line of Pennsylvania Street; thence South 0 degrees 2 minutes 14 seconds West along said East line 163.36 feet to a point 15 feet Northerly, by perpendicular measure of the centerline of the westbound main line of Conrail as existing August, 1984, said point also being on a non-tangent curve concave Northwesterly having a central angle of 5 degrees 17 minutes 42 seconds and a radius of 985.00 feet; thence the following two (2) courses being 15 feet Northerly of and parallel with said centerline: (1) Southwesterly along said curve an arc distance of 91.03 feet (said arc being subtended by a chord having a bearing of South 53 degrees 34 minutes 30 seconds West and a length of 91.00 feet; (2) South 56 degrees 13 minutes 31 seconds West 20.24 feet to the West line of Pennsylvania Street; thence North 0 degrees 2 minutes 14 seconds East along said West line 205.69 feet to the POINT OF BEGINNING.

Tract Two:

Twenty feet off the South side of Lot 6 and all of Lots 7 and 8 in Maurice De St. Palais Subdivision of Square 77 in the City of Indianapolis, as per plat thereof recorded in Plat Book 1, page 207 and 208, in the Office of the Recorder of Marion County, Indiana.

SCHEDULE 9

Structural, Building Exterior and Roof Components

1. Structural System:

- 1.1 All footings and foundations, piles, pile caps, foundation walls, sub-soil drainage, foundation waterproofing and foundation joint sealers.
- 1.2 All structural concrete (including both cast-in-place and pre-cast) including structural columns, beams, girders, rakers, elevated floor slabs, slab-on-grade, seating risers, roof slabs, connections.
- 1.3 All structural steel including structural columns, beams, girders, rakers, metal deck, connections and joints of all types.

2. Building Exterior Envelope

All costs relating to the following items which are in excess of Seventy-Three Thousand Eighty-Eight Dollars (\$73,088.00) on an individual basis on any one fiscal year of Manager or which are in excess of Seven Hundred Thirty Thousand Eight Hundred Seventy-Six Dollars (\$730,876.00) on a combined basis in the aggregate over the Term (provided that such amounts shall be adjusted as of every July 1 after calendar year 2019 by a percentage, the numerator of which shall be the Consumer Price Index for the most recent month available as of that July 1, and the denominator of which shall be the Consumer Price Index for the same month of the prior calendar year), it being understood that costs for such items below the threshold shall be borne by Manager:

- 2.1 All building exterior walls including stone, brick, block, precast concrete, cast-in-place concrete, aluminum and glass, metal panel, louvers, storefront, entrance/exit doors, EIFS, or any other material used to protect the building and its interior from the exterior elements.
- 2.2 All exterior wall supports, connections, joints, sealers, expansion joints, insulation, waterproofing, painting and any other material or item necessary to provide and maintain a weather proof building.
- 2.3 All washing, chemical cleaning, pressure cleaning, sandblasting or other cleaning (other than window washing) of the exterior portions of the Fieldhouse, but not more frequently than once every ten (10) years.

3. Roof System

- 3.1 All roofing, including roofs of all types at each and every location on the building, roof material, insulation, roof penetrations, flashes, means of attachment, roof ballast, protective coverings and related materials.

- 3.2 All roof supporting systems including roof deck, support beams, trusses, girders, columns, joints and connections of all types, sealers, insulation, fireproofing and related materials.

EXHIBIT B

Video/Sound System License Fee

<u>Payment Date</u>	<u>License Fee</u>
July 1, 2019	\$922,963.99
July 1, 2020	\$922,963.99
July 1, 2021	\$922,963.99
July 1, 2022	\$922,963.99
July 1, 2023	\$922,963.96

EXHIBIT C

Municipal Purposes Plan

The Capital Improvement Board of Managers of Marion County, Indiana ("CIB") desires that Bankers Life Fieldhouse (the "Fieldhouse") be operated in a manner that will benefit the public welfare of the citizens of Marion County (the "County") by attracting athletic contests and other types of entertainment, performances and events that contribute to the educational, recreational, economic and cultural development of the community (the "Plan"). The operator of the Fieldhouse shall cooperate in good faith, at no material cost to the operator, to work with Indiana Sports Corporation ("ISC"), Visit Indy, Inc. ("Visit Indy") and CIB to attract the following events to the Fieldhouse:

- World Basketball Championships
- post-season Big Ten basketball tournaments
- Gymnastics Nationals
- NCAA basketball tournaments
- national concert tours
- ISHAA championship events/finals
- other events with significant benefit to the City of Indianapolis, such as, but not limited to Future Farmers of America events

The operator of the Fieldhouse shall reserve the Fieldhouse for a mutually agreed upon number of days each year for use by ISC or Visit Indy, the terms and conditions of such use to be negotiated between the operator and ISC or Visit Indy on a case by case basis.

The operator of the Fieldhouse shall operate, promote and administrate the Fieldhouse in a manner consistent with this Plan, including as the same relates to accommodating the use of the Fieldhouse for playing home games of the NBA men's and women's basketball team franchises ("NBA and WNBA Teams") and of other professional teams ("Other Teams") reasonably proposed by CIB; provided that the operator's obligations concerning any such Other Teams shall be conditioned upon (i) the operator, in its business judgment, reaching an agreement with such Other Teams regarding such use and occupancy which is economically reasonable given the financial circumstances at the time, (ii) the home game schedules of such Other Teams not conflicting with the NBA and WNBA Teams' home basketball games or with any NBA G League or other NBA development league team or franchise or any other minor league or 'farm' professional basketball team or franchise or any esports team or franchise operating from the Fieldhouse, and (iii) observance of historical scheduling priorities established at the Fieldhouse, including ISC-related events.

This Plan is designed to promote the public welfare of the citizens of the County, increase the economic well-being of the County, grow the County's economy by attracting visitors who will make expenditures benefiting the hospitality and restaurant industries and other businesses in the County, protect and increase property values and promote capital investment in downtown Indianapolis, particularly in areas surrounding the Fieldhouse, increase the County's property tax

base, promote additional opportunities for the gainful employment of citizens of the County, retain permanent jobs within the County and attract and retain business enterprises in the County.

EXHIBIT D

Aggregate Advance Amount and Operating Loans Forgiveness Schedule

NBA Season	Aggregate Advance Amount Forgiven	Amount of Operating Loans Forgiven	Unamortized Balance
2018/19	\$796,669.33	\$4,000,000.00	\$17,983,346.68
2019/20	\$796,669.33	\$4,000,000.00	\$13,186,677.35
2020/21	\$796,669.33	\$4,000,000.00	\$8,390,008.02
2021/22	\$796,669.33	\$2,000,000.00	\$5,593,338.69
2022/23	\$796,669.33	\$2,000,000.00	\$2,796,669.36
2023/24	\$796,669.36	\$2,000,000.00	\$0.00

EXHIBIT E

Form of Operating Revenue and Expense Statements

FIELDHOUSE MANAGEMENT LLC
STATEMENT OF FIELDHOUSE REVENUE AND EXPENSES - UNAUDITED

REVENUES (Non-Pacers/Fever Events)

EVENT LICENSE/RENTAL FEES
FOOD SERVICE & CONCESSIONS
EVENT PARKING
EVENT NOVELTY
EVENT BOX OFFICE

TOTAL REVENUES

EXPENSES

PERSONAL SERVICES (Non-executive/Non-player Personnel)

SALARIES & WAGES
OVERTIME
PAYROLL TAXES
BENEFITS
CONTRACTED SERVICES

OPERATING EXPENSES

TRAVEL
PARKING EXPENSE
SUPPLIES
EVENT PROCUREMENT & PROMOTION
BANK CHARGES & FEES
OTHER OPERATING EXPENSES

SUPPLIES/REPAIRS/MAINTENANCE

SUPPLIES/REPAIRS
MAINTENANCE CONTRACTS
MAINTENANCE EXPENSES

SHARED SERVICES

SHARED SERVICES

TOTAL EXPENSES

EXHIBIT F

Scheduled Capital Repairs and Replacements

See attached lists for the Scheduled Capital Repairs and Replacements by calendar year.

These lists are not intended to be a comprehensive or exhaustive list of capital repairs and replacements and shall not limit CIB's or Manager's respective maintenance, repair or replacement obligations in any way. In the event any item, whether or not listed in this Exhibit F, reaches its Replacement Threshold or would otherwise be required to be repaired or replaced by CIB, CIB shall promptly perform such repair or replacement as required by this Agreement. Subject to the preceding sentence, the Scheduled Capital Repairs and Replacements shall be completed by CIB pursuant to mutually agreed upon plans and specifications and on a mutually agreed upon schedule. The parties agree to cooperate in good faith with respect to such schedule to minimize any disruption to Fieldhouse operations and scheduled events, particularly Home Basketball Games, and maximize the availability of the Fieldhouse Complex for events. Additional procedures relating to the performance and procurement of the Scheduled Capital Repairs and Replacements are set forth in Exhibit J.

CIB shall seek to have funds appropriated for the Scheduled Capital Repairs and Replacements for its fiscal years 2020-2022 in minimum amounts as follows:

2020 - \$16,725,374

2021 - \$452,388

2022 - \$446,548

If CIB does not spend the entire amount of funds appropriated for the Scheduled Capital Repairs and Replacements by the end of the applicable year, the same shall not be a CIB Default hereunder so long as CIB is using good faith, diligent efforts to complete Scheduled Capital Repairs and Replacements estimated to cost at least ninety percent (90%) of the amount of funds appropriated for such year and CIB completes such Scheduled Capital Repairs and Replacements by June 30 of the following year (or by such later date provided in a mutually agreed upon schedule), provided that, in any event, all Scheduled Capital Repairs and Replacements shall be completed by December 31, 2022. Any amount of such funds not utilized in a given year shall be carried over and shall remain available for use to complete the Scheduled Capital Repairs and Replacements. CIB's obligations pursuant to Section 7(a)(v) of this Agreement and this Exhibit F to spend funds for Scheduled Capital Repairs and Replacements in any year shall be subject to CIB obtaining a final appropriation in the corresponding amount set forth above for such year from the appropriate fiscal body. Manager shall provide support to CIB's communication initiative in obtaining such appropriations. If CIB fails to obtain, prior to commencement of any such fiscal year, approval by the appropriate fiscal body of an annual budget or other appropriation sufficient to satisfy its obligations hereunder with respect to Section 7(a)(v) of this Agreement and this Exhibit F for such fiscal year after taking into account all of CIB's other obligations and liabilities, whether under this Agreement or otherwise, such shall not constitute a CIB Default under Section 13(c) hereof or a

failure or refusal of CIB to fulfill a material obligation under Section 29(a) hereof, but PBLLC shall have the right to terminate this Agreement pursuant to Section 29(b) hereof.

2020 Scheduled Capital Repairs and Replacements

Description

Chilled Water System	Two (2) 800-Ton Centrifugal Chillers
	Two (2) 500-Ton Centrifugal Chillers
	Chilled Water Pumps
	Condenser Water Pumps
	CHW Pump VFDs
	Condenser Water Filtration System
Steam and Heating Hot Water System	Hot Water Pumps
	Hot Water Pump VFDs
	Condensate Return Unit
	Condensate Discharge Piping
Ice Making Systems	Water-Cooled Reciprocating Chiller (retrofit - replacement of R-22)
	Brine Pumps
Air Handlers	Bowl Air Handling Units
Replace 22 units as part of renovation (replace all in 2042 & 2043)	Air Handling Units
Replacing 55% of boxes as a part of the renovation (replace all in 2039 & 2040)	Reheat Boxes
Replacing 25% of boxes as a part of the renovation (replace all in 2039 & 2040)	VAV Boxes

2020 Scheduled Capital Repairs and Replacements

Description

Replacing 15% of boxes as a part of the renovation (replace all in 2042 & 2043)	Fan Coils
HVAC Upgrades	Clean Chilled Water Heat Exchangers
	Ventilation Measurement and Control
	Demand-Control Ventilation
	Add Energy Wheels to Locker AHUs
	Commissioning + Continuing Commissioning
Lighting Replacement to LED/Energy Efficiency	50% captured in renovation
Low Roofs (existing - 3,500 sq ft removed)	
Exterior Roof Trusses	Cleaning and Painting
Passenger Elevators #1, 2, 3	Due to Obsolescence Modernization
Elevator Media #4	Due to Obsolescence Modernization
Elevator Freight #5	Due to Obsolescence Modernization
Elevator Food Service #6	Due to Obsolescence Modernization
Escalators - East & West	E5000 Structural Modernization

2021 Scheduled Capital Repairs and Replacements

Description

Steam and Heating Hot Water System	HW Expansion Tanks
Ice Floor	Cooling Tower
Elevator Owners #7	Roped Hydraulic Modernization
Elevator Store #8	Hydraulic Modernization

2022 Scheduled Capital Repairs and Replacements

Description

Commissioning + Continuing Commissioning	
Tuck pointing of exterior brick	

EXHIBIT G

Operating Expense Reimbursements

<u>Date</u>	<u>Amount of Operating Expense Reimbursement*</u>
July 1, 2019	\$12,500,000
July 1, 2020	\$12,500,000
July 1, 2021	\$12,500,000
July 1, 2022	\$12,500,000
July 1, 2023	\$12,500,000
July 1, 2024	\$12,500,000
July 1, 2025	\$13,075,000
July 1, 2026	\$13,075,000
July 1, 2027	\$13,075,000
July 1, 2028	\$13,075,000
July 1, 2029	\$13,075,000
July 1, 2030	\$13,075,000
July 1, 2031	\$16,075,000
July 1, 2032	\$16,075,000
July 1, 2033	\$16,075,000
July 1, 2034	\$16,075,000
July 1, 2035	\$16,075,000
July 1, 2036	\$16,075,000
July 1, 2037	\$16,075,000
July 1, 2038	\$16,075,000
July 1, 2039	\$16,075,000
July 1, 2040	\$16,075,000
July 1, 2041	\$16,075,000
July 1, 2042	\$16,075,000
July 1, 2043	\$16,075,000
First Extended Term	
July 1, 2044	\$16,075,000
Second Extended Term	
July 1, 2045	\$16,075,000
Third Extended Term	
July 1, 2046	\$16,075,000

*subject to offset as provided in Section 1(e) and Section 7(f) hereof.

EXHIBIT H

CIB Operating Expense Items

- Utilities (electric, steam, gas, water and sewer)
- Off-site storage
- Ober Lot lease expenses (to be automatically removed upon acquisition of fee interest in Ober Lot by CIB, MCCRFA, any PB Party or any PBLLC Affiliate)
- LED equipment lease and LED operations/graphics/maintenance (ANC Sports Enterprises, LLC)
- Security (24-hour building)
- Security (guard shack)

EXHIBIT I

Annual Refresh Budget

January 1, 2020 - \$103,800,000*

March 3, 2021 - \$130,000,000

March 1, 2022 - \$61,200,000

* Costs incurred by CIB and payable by CIB to Architect and Construction Manager related to any Refresh Improvements prior to the Effective Date shall be credited against this amount.

EXHIBIT J

Procedures to Implement Expansion Project and Scheduled Capital Repairs and Replacements

In General

1) The procedures set forth in this Exhibit J (these "Procedures") are adopted as a means to facilitate and expedite the rights and obligations of CIB and Manager under the Agreement as to the Expansion Project (as defined in Procedure 14 below) and the Scheduled Capital Repairs and Replacements. These Procedures shall supplement the Agreement, but shall not amend or revise the terms and conditions of the Agreement. For the avoidance of doubt, absent an agreement confirmed in writing by Manager to the contrary, nothing in this Exhibit J shall relieve CIB from its obligations under Exhibit F to the Agreement, including its obligation to perform the Scheduled Capital Repairs and Replacements in accordance with Exhibit F to the Agreement at the times provided therein, or its obligations under Section 7(a) of the Agreement. As used in this Exhibit J, the term "Global Projects" refers to the Authorized Repair Projects (as defined in Procedure 9 below) and the Expansion Project and a "Project" refers to either an Authorized Repair Project or the Expansion Project, as applicable.

2) CIB has entered into (or will enter into, after approval by PBLLC) the following Agreements to procure design and construction management services for the Global Projects:

- Agreement Between Owner and Architect, with Populous, Inc. ("Architect") serving as the Architect for Repair Projects (the "Repairs Design Agreement"); and
- Agreement Between Owner and Architect, with Architect serving as the Architect for the Expansion Project (the "Expansion Project Design Agreement" and, together with the Repairs Design Agreement, the "Design Agreements"); and
- Agreement Between Owner and Construction Manager, with Shiel Sexton Company, Inc. serving as the Construction Manager (in the capacity as an Advisor, not as a Constructor) for Repair Projects (the "Repairs C/M Agreement"); and
- Agreement Between Owner and Construction Manager, with Shiel Sexton Company, Inc. serving as the Construction Manager (in the capacity as an Advisor, not as a Constructor) for the Expansion Project (the "Expansion Project C/M Agreement" and, together with the Repairs C/M Agreement, the "C/M Agreements").

3) It is recognized and agreed that neither CIB, PBLLC nor Manager are licensed design professionals or responsible for the adequacy or sufficiency of the design services provided by Architect, its employees or its consultants (collectively, the "Design Team"), compliance of the

design with applicable law, any errors or omissions of the Design Team or other failures of the Design Team to proceed in accordance with the Design Agreements. It is also recognized and agreed that neither CIB, PBLLC nor Manager are construction managers or contractors or responsible for the construction means, methods, techniques, sequences, procedures, schedules, safety precautions and programs in connection with the work to be performed by the contractors and/or suppliers that will be retained for the Global Projects or other failures of the Construction Manager or such contractors/suppliers to proceed in accordance with their contractual obligations with respect to the Global Projects. However, if CIB or Manager discovers, or has questions or concerns that there may be, errors or omissions in the Architect's design services, that there may be defects or deficiencies in the services provided by the Construction Manager or in the work, equipment or materials provided by contractors/suppliers retained for the Global Projects, or that the Design Team, the Construction Manager or its consultants, or such contractors/suppliers are in violation of their contractual requirements with respect to the Global Projects or are otherwise proceeding in a manner with which CIB or Manager disagrees, the discovering party shall identify the issue, shall provide the other party prompt written notice thereof and CIB and Manager shall, jointly, take steps as set forth in these Procedures in an effort to address and resolve the issue or to mitigate the consequences of such issue.

4) It is recognized that Architect, Construction Manager, Manager, PBLLC and CIB do not have control over: (i) the cost or availability of labor, materials or equipment; (ii) the method by which contractors and/or suppliers will determine the amount of their bid or proposal; (iii) the means, methods, techniques or procedures to be utilized by the contractors who will be selected to perform the Global Projects; and/or (iv) whether the selected contractors and/or suppliers will adhere to the applicable Schedules for the Global Project. Accordingly, Architect, Construction Manager, Manager, PBLLC and CIB cannot and do not represent or warrant that: bids or proposals ultimately received will not vary from the budgets developed for the Global Projects; or that the work or procurement as actually performed will not vary from the Schedules developed for the Global Project.

Repairs and Replacements

5) Exhibit F to the Agreement contains the current list of the Scheduled Capital Repairs and Replacements for performance during the period from January 1, 2020 to and including December 31, 2022 (the "Applicable Period"). Prior to performance of any of the Scheduled Capital Repairs and Replacements, representatives of Manager and CIB shall meet and confer with one another, and as necessary with representatives of Architect and Construction Manager, to discuss and mutually agree as to whether any items to be replaced as part of the Scheduled Capital Repairs and Replacements could be repaired and/or refurbished instead.

6) If an issue arises during the Applicable Period with respect to any item that is the responsibility of CIB to repair or replace under Section 7(a) of the Agreement but is not a Scheduled Capital Repair or Replacement (an "Unscheduled Item"), Manager and CIB shall meet and confer with one another, and as necessary with representatives of Architect and Construction Manager, to discuss and mutually agree as to whether such Unscheduled Item could be repaired

and/or refurbished instead of replaced or whether replacement could be deferred until after December 31, 2022. If the parties do not agree, the issue shall be resolved per the terms of Section 32 of the Agreement. If such Unscheduled Item is not deferred then, to the extent the Authorized Repair Project for such Unscheduled Item occurs during the Applicable Period, CIB shall fund such Authorized Repair Project using funds in the following order: first, from the \$18,393,122 that was initially earmarked for the Scheduled Capital Repairs and Replacements; second, to the extent \$18,393,122 has been expended during the Applicable Period on Authorized Repair Projects, from the Annual Technology Budget otherwise becoming available on January 1, 2023 (\$6,606,878); and third, from CIB's other funds that are not committed under the Agreement. In addition, if the actual costs of Authorized Repair Projects for Scheduled Capital Repairs and Replacements during the Applicable Period exceed \$18,393,122 in the aggregate, then CIB may fund any such excess costs from the Annual Technology Budget otherwise becoming available on January 1, 2023 (\$6,606,878). Any amount of the Annual Technology Budget otherwise becoming available on January 1, 2023 used to fund Authorized Repair Projects during the Applicable Period as provided above shall be deducted from such Annual Technology Budget (and in the event the entire \$6,606,878 is so used, the amount of the Annual Technology Budget becoming available on January 1, 2023 shall be \$0).

7) From time to time during the Applicable Period, Manager and CIB shall meet and confer with one another, and as necessary with representatives of Architect and Construction Manager, to discuss the priority/sequence by which the Scheduled Capital Repairs and Replacements and repairs and/or replacements of Unscheduled Items during the Applicable Period (collectively, "Repair Projects") will be considered, evaluated and pursued. As Manager and CIB reach agreement on the priority/sequence of Repair Projects, including updates and additions thereto, those agreements shall be confirmed in writing and shall be communicated to Architect and Construction Manager.

8) Consistent with the agreed priority/sequence of the Repair Projects, Architect and Construction Manager, in accordance with and subject to the terms and conditions of the Repairs Design Agreement and the Repairs C/M Agreement and based upon discussions with and information provided by Manager and CIB, shall develop the following for each Repair Project:

- (A) Architect shall develop an outline of the program requirements/scope of work ("Program") for each Repair Project;
- (B) Architect and Construction Manager shall develop and identify a preliminary schedule and key milestone dates to design, procure and/or construct ("Schedule") for each Repair Project and, in doing so, shall consider and coordinate with the event schedule for the facility where the work or installation will be performed;
- (C) Construction Manager shall develop and identify projected costs estimates ("Budget") for each Repair Project; and

- (D) Once the Program, Budget and Schedule have been developed for a Repair Project and delivered to Manager and CIB;
 - i) Architect shall provide, on a project-by-project basis, a fee proposal to cover its remaining design services to undertake and complete that Repair Project, if authorized and approved by Manager and CIB; and
 - ii) Construction Manager shall provide, on a project-by-project basis, a cost estimate for the agreed scope of construction management services to undertake and complete that Repair Project, if authorized and approved by Manager and CIB.

9) Once the information set forth in Procedure 8 above is developed for a Repair Project, Manager and CIB shall meet to review and discuss the information and to mutually develop a plan by which the Repair Project is reviewed, evaluated and decisions are made as to whether the Repair Project is authorized to proceed, all in a manner that is consistent with and calculated to meet the terms and conditions of the Agreement, including CIB's obligations to perform and pay for the Scheduled Capital Repairs and Replacements and its obligations under Section 7(a) of the Agreement. As part of this review and in accordance with and subject to its rights and obligations under the Agreement, Manager shall advise CIB: (i) whether or not it wishes to proceed with a Repair Project; (ii) to proceed with a Repair Project after making certain revisions to the applicable Program, Budget and/or Schedule; and/or (iii) to reorder the priority and sequence of the Repair Project. CIB shall promptly consider Manager's position and respond thereto, in accordance with and subject to CIB's rights and obligations under the Agreement. When the Program, Schedule and Budget for a Repair Project have been approved by both Manager and CIB, that Repair Project shall proceed as an "Authorized Repair Project".

10) For each Authorized Repair Project, CIB and Manager shall acknowledge and confirm the following, in writing:

- (A) The agreed Program, Budget and Schedule for the Authorized Repair Project; and
- (B) The agreed fee proposal for Architect and the agreed scope of services and estimated fee for Construction Manager to undertake and complete the Authorized Repair Project.

11) For each Authorized Repair Project approved by CIB and Manager in writing pursuant to Procedure 10 above, CIB shall:

- (A) Enter into a project authorization with Architect under the Repairs Design Agreement, based upon the agreed fee proposal for that Authorized Repair Project;

- (B) Enter into a project authorization with Construction Manager under the Repairs C/M Agreement, based upon the agreed scope of services and the estimate fee for that Authorized Repair Project; and
- (C) Upon completion of necessary plans, specifications or other design documents, proceed with the necessary procurement process (under Ind. Code 36-1-12 and/or Ind. Code 5-22, as applicable), to select the contractor and/or supplier who will construct the improvements and/or deliver the materials, equipment or supplies for that Authorized Repair Project.

12) Manager shall have no responsibility to pay any costs related to any Authorized Repair Project and no portion of the Expansion Project Budget shall be used to pay any costs related to any Authorized Repair Project. Upon receipt of bids, quotations or other proposals for an Authorized Repair Project, CIB shall review with Manager all information received and shall confer with Manager as to the award of a contract or the rejection of all bids, quotations or proposals received, consistent with the applicable public procurement laws of the State of Indiana. It is expressly acknowledged and agreed that CIB shall, at all times, comply with all applicable procurement laws and that CIB shall not be required nor shall award contracts that are not in compliance with applicable procurement laws. If an award of contract is being considered, Manager and CIB shall confirm, in writing, their agreement as to the amount and other terms and conditions of the contract to be awarded, based upon the bids, quotations or proposals received and in accordance with all applicable procurement laws. Once an award is made, CIB shall promptly tender to the selected contractor or supplier for execution, the form of the contract included in or otherwise referenced in the procurement package, consistent with the applicable bid, quotation or proposal price and confirming all other terms and conditions on which the award is made. Once the selected contractor or supplier has executed the contract in the form as tendered, CIB shall also execute the contract and shall so advise Manager.

13) During the period from January 1, 2020 to and including December 31, 2022 in which Repair Projects are being reviewed, evaluated, procured and/or undertaken, CIB shall maintain and share with Manager a progress report, which shall be periodically updated as reasonably necessary to keep Manager apprised of the current status of such Repair Projects. The progress report will include:

- (A) A list of the then current Repair Projects which are being considered, reviewed and evaluated;
- (B) A list of the Authorized Repair Projects which are then in process of being designed, procured, delivered or constructed;
- (C) A list of the Authorized Repair Projects which have been completed as of that date; and

(D) Any other information reasonably requested by Manager.

Expansion Project

14) It is agreed and acknowledged that the preliminary Project Parameters (as defined in Procedure 19 below) for \$295,000,000 of the Refresh Improvements and the Final PBLLC Contribution (collectively, the "Expansion Project") are as follows:

Program – Conceptual design documents prepared by Architect dated September 18, 2018, which shall guide the development of the more detailed Program for the Expansion Project.

Budget – The total projected costs estimates for the Expansion Project (the "Expansion Project Budget") is three hundred twenty two million and no/100 dollars (\$322,000,000.00), which consists of \$295,000,000 of the Aggregate Refresh Budget and the Final PBLLC Contribution (\$27,000,000, which will be the final money spent on the Expansion Project), provided that Manager may increase the Expansion Project Budget at its election to include any portion of the Carryover Refresh Amount that has not been spent or committed. No internal administrative costs or attorneys' fees of either CIB or Manager, no costs of an owner's representative engaged by either CIB or Manager and no costs of securing or obtaining the funding for the Aggregate Refresh Budget or the Final PBLLC Contribution shall be included within the Expansion Project Budget.

Schedule – Milestone schedule dates applicable to the Expansion Project are listed on Schedule 3.

15) There shall be no change to the milestone dates applicable to the Expansion Project, without the prior written consent of Manager and CIB. The current Program documents for the Expansion Project identify and delineate only the conceptual design for the Expansion Project, with more detailed and specific requirements for the Expansion Project to be developed by Architect and approved by Manager and CIB during the programming phase. Once a more detailed Program for the Expansion Project has been developed by Architect and approved by Manager and CIB, Architect shall then proceed with Schematic Design Documents, Design Development Documents and Construction Documents, with each phase of design development to be subject to review and approval of both Manager and CIB, in accordance with the sequence and procedure set forth in the Design Contract.

16) Upon receipt of bids, quotations or other proposals for any Refresh Improvement, CIB shall review with Manager all information received and shall confer with Manager as to the award of a contract or the rejection of all bids, quotations or proposals received, consistent with the applicable public procurement laws of the State of Indiana. It is expressly acknowledged and agreed that CIB shall, at all times, comply with all applicable procurement laws in connection with the Refresh Improvements and that CIB shall not be required nor shall award contracts for the Refresh Improvements that are not in compliance with applicable procurement laws. If an award

of contract for a Refresh Improvement is being considered, Manager and CIB shall confirm, in writing, their agreement as to the amount and other terms and conditions of the contract to be awarded (which terms shall include Manager and PBLLC as third party beneficiaries thereof), based upon the bids, quotations or proposals received and in accordance with all applicable procurement laws. Once an award is made, CIB shall promptly tender to the selected contractor or supplier for execution, the form of the contract included in or otherwise referenced in the procurement package, consistent with the applicable bid, quotation or proposal price and confirming all other terms and conditions on which the award is made. Once the selected contractor or supplier has executed the contract in the form as tendered, CIB shall also execute the contract and shall so advise Manager.

17) Notwithstanding anything to the contrary herein or in the Agreement, (i) if either CIB or Manager determines at any time that the total Expansion Project Budget will be exceeded, the parties will confer to resolve the issue pursuant to a mutual agreement, and (ii) any such issue shall not be subject to Procedures 19 or 20 below or Section 32 of the Agreement. Once CIB and Manager have reached agreement as to how to address and resolve such issue, CIB shall give appropriate direction to Architect, Construction Manager, contractors and/or suppliers to implement the agreed decision. Unless otherwise agreed to by CIB and Manager in writing, the performance of any design services, the providing of any work or the procurement of any materials, equipment or supplies that are directly affected by such issue shall be suspended while CIB and Manager consider available options and such services, work or procurement shall resume when an agreement between CIB and Manager has been reached and confirmed in writing, but non-affected design services, work and procurement shall continue without interruption.

Rights and Obligations as to Global Projects

18) CIB shall be responsible for delivery of the Refresh Improvements and the Scheduled Capital Repairs and Replacements through design and construction professionals under contract with CIB and approved by Manager. All consents, approvals, requests or other information provided by Manager are provided to assist in the development of improvements that are useable and appropriate in Manager's experience with the Fieldhouse Complex. However, neither Manager nor PBLLC shall have any responsibility as to the design or construction of the Global Projects, except that Manager and PBLLC shall abide by discretionary design choices made at their request as to space utilization, floor planning and aesthetic factors related to the Global Projects. To facilitate, expedite and provide for the development, design, procurement, construction and delivery of the Global Projects, Manager and CIB shall: actively participate in; share information regarding; and render decisions in a timely manner (consistent with applicable schedules) throughout the design, procurement and construction phases of all the Projects which collectively make up the Global Projects. Both CIB and Manager shall attend meetings and otherwise communicate with one another and with representatives of Architect and Construction Manager to review and discuss the progress and development of all the Projects, to consider and evaluate any issue that may arise and to reach a mutual agreement on how any such issues are to be addressed and resolved. This shall include, but not be limited to, the following:

- (A) As plans, specifications and other design documents are developed; as updated and revised schedules are issued; and as reports on actual and projected costs are updated and circulated for each Project (collectively "Project Information"), CIB and Manager shall:
- (i) Promptly review such Project Information as it is received;
 - (ii) Immediately advise the other party if it has any questions or concerns about or objections to the Project Information;
 - (iii) Meet with the other party, Architect and/or Construction Manager, as necessary and appropriate, to discuss any questions, concerns or objections which have been identified and to explore options to address and resolve such issues;
 - (iv) Confirm, in writing, all agreements reached between CIB and Manager; and
 - (v) Take all necessary and reasonable steps to promptly implement all agreements reached.
- (B) CIB and Manager shall meet and confer with one another and with Architect and Construction Manager regarding the development and issuance of bid packages or other procurement packages for the Global Projects. When bids or proposals are received, CIB and Manager shall review all information received and discuss the award of the applicable contract, including whether there are any questions or issues. Contracts to be paid with public funds shall be awarded by CIB (after consultation with and approval by Manager) and in accordance with applicable procurement laws of the state of Indiana.
- (C) If either CIB, Manager, Architect, Construction Manager, or any contractor or supplier recommends a proposed change to a Project, CIB and Manager shall promptly meet to discuss the proposed change. Once an agreement is reached to adopt or reject, in whole or in part, the proposed change, CIB and Manager shall confirm that agreement, in writing, and shall proceed in accordance therewith. Any agreed change shall be confirmed by a written change order signed by CIB, Manager, Architect, Construction Manager and the applicable contractor or supplier. If a contractor or supplier does not agree with a proposed change order, a construction change directive will be issued if approved by Manager and CIB.
- (D) If Architect, Construction Manager, or any contractor or supplier asserts a claim for additional compensation, an extension of time or other contractual relief, CIB and Manager shall promptly meet to discuss the claim and

whether it should be granted or denied. Once an agreement is reached as to the asserted claim, CIB and Manager shall confirm that agreement, in writing, and shall proceed in accordance therewith. If CIB and Manager agree to deny the claim and it is thereafter pursued, CIB and Manager shall cooperate with one another in the defense of the claim.

- (E) If either CIB or Manager should discover or suspect a defect, deficiency or delay in the design, construction or delivery of a Project, it shall immediately advise the other party in writing. CIB and Manager shall promptly meet to discuss the potential defect, deficiency or delay and, if confirmed, shall reach agreement as to the steps necessary to address and resolve such issue. Once an agreement is reached it shall be confirmed, in writing, and CIB and Manager shall proceed in accordance therewith.
- (F) When a contractor or supplier asserts that it has achieved substantial completion of a Project (or a portion thereof), CIB and Manager shall meet with one another and with Architect and Construction Manager to review the work or supplies performed or delivered to date, including the contractor's or supplier's punch list. Based upon that review, CIB and Manager shall determine whether substantial completion has been achieved and whether additional defective or incomplete items need to be added to the punch list. Substantial completion shall be confirmed by Manager, CIB, Architect, Construction Manager and the applicable contractor or supplier signing a certificate of substantial completion.
- (G) Upon substantial completion of a Project (or portion thereof), CIB and Manager shall cooperate with one another as Manager takes occupancy and/or begins use of that Project (or portion thereof), including CIB and Manager providing prompt written notice to the other of any defect or deficiency subsequently discovered and the enforcement of warranty and/or correction of work obligations as against the applicable contractor and/or supplier.

19) If during the course of any Project CIB or Manager discovers or has reason to believe that there has been or may be a deviation from the applicable Program, Budget or Schedule for that Project (collectively, the "Project Parameters"), or that the Project Parameters for that Project are not compatible (meaning the applicable Program requirements cannot be provided within the applicable Budget and applicable Schedule), CIB and Manager shall immediately advise the other and shall, in a good faith effort to address and resolve the issue, promptly meet and confer with each other, Architect and Construction Manager in an effort to re-establish conformance with the applicable Program, Budget and/or Schedule or to take such other action as may be necessary, including the following:

- (A) Advise and direct Architect, Construction Manager, or any contractor or supplier who has deviated from the Project Parameters, without approval, to take such action at their own expense as may be necessary to re-establish compliance with the applicable Program, Budget or Schedule and, should they fail to do so, CIB and Manager shall agree on the remedial action to be taken against the person or entity responsible for such deviation (any damages or compensation payable under the Design Agreements, the C/M Agreements, any contractor/supplier agreement or otherwise by such person or entity due to delays shall be paid to Manager; any damages or compensation payable under the Design Agreements, the C/M Agreements, any contractor/supplier agreement or otherwise by such person or entity for a reason other than delay shall be added to the Project Budget (as contingency) and/or paid to Manager as mutually agreed by CIB and Manager);
- (B) Consult with Architect, Construction Manager, contractors and/or suppliers to identify, evaluate and consider, as necessary, available options to address and resolve the pending issues, including value engineering, the use of bid alternates, other cost savings options or possible adjustments to the then approved Project Parameters.

Once CIB and Manager have reached agreement as to how to address and resolve an issue, CIB shall give appropriate direction to Architect, Construction Manager, contractors and/or suppliers to implement the agreed decision. Unless otherwise agreed to by CIB and Manager in writing, the performance of any design services, the providing of any work or the procurement of any materials, equipment or supplies that are directly affected by a change, development or other occurrence, including when the applicable Project Parameters are not compatible, shall be suspended while CIB and Manager consider available options and such services, work or procurement shall resume when an agreement between CIB and Manager has been reached and confirmed in writing, but non-affected design services, work and procurement shall continue without interruption.

Disputes and Standing Neutral

20) In the event a dispute arises between CIB and Manager regarding the design and/or construction of any phase or portion of the Global Projects, or if CIB and Manager cannot agree on a required decision relating thereto, CIB and Manager shall use best efforts to promptly consider and resolve such dispute or disagreement (hereafter collectively "Dispute") under the Procedure 20(A) below and, if those efforts are not successful and the Dispute is not subject to determination by the Operations Review Committee or the Technology Review Committee, the Dispute shall be submitted to the Standing Neutral in accordance with the Procedure 20(B) below.

- (A) Either CIB or Manager may provide written notice to the other of a Dispute, including a written description of the Dispute, with the date of delivery of such notice hereafter referred to as the "Notice Date". Within three (3) Business Days of the Notice Date, CIB's representative assigned to the Project and Manager's representative assigned to the Project shall meet and

confer in good faith to determine if the Dispute can be mutually resolved and, if so, to confirm the agreement reached, in writing.

(B) If the Dispute is not resolved within three (3) Business Days of the Notice Date under Procedure 20(A) above and the Dispute is not subject to determination by the Operations Review Committee or the Technology Review Committee, either CIB or Manager may submit the Dispute to the Standing Neutral identified in Procedure 20(C) below (or to a replacement Standing Neutral if necessary) as follows:

(i) The party submitting the Dispute shall send a summary description of the Dispute, including its position with respect thereto, to the Standing Neutral ("Initial Submittal"), with a copy also sent to the other party (both to be delivered either in person or by prepaid overnight courier service);

(ii) The party receiving the Initial Submittal shall, within three (3) Business Days of its receipt, send its summary description of the Dispute, including its position with respect thereto, to the Standing Neutral ("Response Submittal"), with a copy also sent to the other party to this Agreement (both to be sent the same date by electronic mail);

(iii) Within three (3) Business Days of receiving the Response Submittal, or within five (5) Business Days of receiving the Initial Submittal (if a Response Submittal is not timely received), the Standing Neutral shall schedule and hold a conference call ("Scheduling Call") with both CIB and Manager, including their respective counsel. During the Scheduling Call the Standing Neutral shall preliminarily discuss the Dispute and the schedule and procedure for considering the Dispute with both parties, including the following:

- (1) The positions of the parties with respect to the Dispute;
- (2) If a Response Submittal was not timely filed, the reason for that omission and a requirement that such party then describe its position with respect to the Dispute;
- (3) The time period, not to exceed three (3) Business Days following the Scheduling Call, in which each of the parties shall, on the same day, send by electronic mail to the Standing Neutral and the other party a more detailed written description of the Dispute and their position with respect thereto, along with documents that provide background and other information relevant to the Dispute and their position with respect thereto; and

- (4) A meeting shall be scheduled in Indianapolis, Indiana not more than five (5) Business Days after the Scheduling Call to further consider the Dispute ("Dispute Meeting") in accordance with Procedure 20(B)(iv) below.
- (iv) At the Dispute Meeting:
- (1) Each party shall be given an equal amount of time as determined by the Standing Neutral to present information relating to and their argument with respect to the Dispute;
 - (2) The Standing Neutral shall have the option to question the parties with respect to the Dispute;
 - (3) A court reporter shall be hired (with the costs to be shared equally between CIB and Manager) to record and transcribe both parties' presentation of information and argument at the Dispute Meeting, including all questions raised by the Standing Neutral and the answers provided by representative of the parties, who shall provide such answers under oath as administered by the court reporter; and
 - (4) The Standing Neutral may also request, at his or her discretion, that following the Dispute Meeting the parties provide written responses and information to certain questions or other requests raised by the Standing Neutral, with such submissions to be made no later than three (3) Business Days after the Dispute Meeting, with both parties to send their submission on the same date, by electronic mail, to both the Standing Neutral and the other party;
- (v) If the Standing Neutral is able to resolve the Dispute in a manner acceptable to both CIB and Manager at any time during the procedure outlined above, the Standing Neutral shall prepare a written description of the resolution, which shall be signed by both CIB and Manager to acknowledge their agreement thereto;
- (vi) If a resolution is not reached, the Standing Neutral shall, no later than seven (7) Business Days after conclusion of the Dispute Meeting, issue and send to both parties the Standing Neutral's written decision on the Dispute, setting forth in detail the Standing Neutral's determination on how the Dispute is resolved, including answers to decisions required for the Project that were in dispute, along with a summary description of the basis for the Standing Neutral's decision;

(viii) Both CIB and Manager will abide by and implement a decision rendered by the Standing Neutral in accordance with Procedure 20(B)(vi) above during the remaining period in which the design and construction of the particular Project (or portion thereof) that is the subject of the Dispute is being completed. However, once such Project (or portion thereof) has reached substantial completion, either party shall then have the right to contest the decision and request that it be overturned in formal dispute resolution proceedings, including pursuant to Section 32(c) of the Agreement. The written decision of the Standing Neutral, the transcription of the Dispute Meeting and all written submissions made by the parties to the Standing Neutral may be presented as evidence in the subsequent proceeding. To the extent that Architect and/or Construction Manager are involved with the Dispute and their inclusion is required in the formal dispute resolution proceedings in order to provide for complete resolution of all related claims in one consolidated proceeding, CIB and Manager agree to adopt and follow the dispute resolutions procedures as found in both the Design Agreements and the C/M Agreements, in order to permit and provide for the inclusion of all involved parties in one consolidated proceeding in which all outstanding issues can be addressed and resolved.

(ix) Notwithstanding the process above, the parties agree to utilize a more expedited process if circumstances are such that a more expedited process is needed in order to maintain the Schedule for the applicable Project.

(C) The parties hereby select Russ Simmons as the original Standing Neutral and Mike Wolley as the replacement Standing Neutral. In the event the original Standing Neutral resigns or is unable to consider the Dispute, by reason of death, mental incapacity, physical incapacity or unavailability within the required time periods due to travel or conflicting commitments, the replacement Standing Neutral shall consider the Dispute.

If the unavailability of the original Standing Neutral is only temporary, then the replacement Standing Neutral shall serve only for the Dispute for which the original Standing Neutral is unavailable. If the incapacity or unavailability of the original Standing Neutral is permanent, then the replacement Standing Neutral shall continue to serve for all subsequent Disputes, if any, until the applicable Project is completed or until the replacement Standing Neutral is unable or unavailable to perform, in which event the parties shall cooperate in good faith to jointly select another replacement Standing Neutral as soon as possible. The Standing Neutral shall be paid on an hourly rate basis and shall also be entitled to recover his or her out of pocket costs for transportation, lodging and other direct costs

incurred in rendering his or her services, with CIB and Manager to each be responsible for and pay 50% of such costs.

EXHIBIT K

Annual Technology Budget

January 1, 2023 - \$6,606,878*

July 1, 2028 - \$16,203,571

July 1, 2029 - \$16,203,571

July 1, 2030 - \$16,203,571

July 1, 2031 - \$16,203,571

July 1, 2032 - \$16,203,571

July 1, 2033 - \$16,203,571

July 1, 2034 - \$16,203,571

Notwithstanding the foregoing schedule, to the extent funding is available to CIB pursuant to a CIB approved cash fund policy, CIB will fund up to \$11,342,500 on each of July 1, 2025, July 1, 2026 and July 1, 2027 and any such funded amounts would be credited against the last scheduled payments above. For purposes of example only, if CIB funded \$11,342,500 on each of July 1, 2025, July 1, 2026 and July 1, 2027, the schedule would be adjusted as follows:

January 1, 2023 - \$6,606,878*

July 1, 2025 - \$11,342,500

July 1, 2026 - \$11,342,500

July 1, 2027 - \$11,342,500

July 1, 2028 - \$16,203,571

July 1, 2029 - \$16,203,571

July 1, 2030 - \$16,203,571

July 1, 2031 - \$16,203,571

July 1, 2032 - \$14,583,213

July 1, 2033 - \$0

July 1, 2034 - \$0

* Subject to deduction pursuant to Procedure 6 in Exhibit J.

EXHIBIT L

Intentionally Omitted

EXHIBIT M

Liquidated Damages

Date of Relocation Default	Liquidated Damages
7/1/19 – 6/30/20	\$750,000,000
7/1/20 – 6/30/21	\$750,000,000
7/1/21 – 6/30/22	\$750,000,000
7/1/22 – 6/30/23	\$750,000,000
7/1/23 – 6/30/24	\$750,000,000
7/1/24 – 6/30/25	\$750,000,000
7/1/25 – 6/30/26	\$750,000,000
7/1/26 – 6/30/27	\$750,000,000
7/1/27 – 6/30/28	\$750,000,000
7/1/28 – 6/30/29	\$750,000,000
7/1/29 – 6/30/30	\$500,000,000
7/1/30 – 6/30/31	\$500,000,000
7/1/31 – 6/30/32	\$500,000,000
7/1/32 – 6/30/33	\$500,000,000
7/1/33 – 6/30/34	\$500,000,000
7/1/34 – 6/30/35	\$500,000,000
7/1/35 – 6/30/36	\$500,000,000
7/1/36 – 6/30/37	\$500,000,000
7/1/37 – 6/30/38	\$500,000,000
7/1/38 – 6/30/39	\$500,000,000
7/1/39 – 6/30/40	\$410,000,000
7/1/40 – 6/30/41	\$320,000,000
7/1/41 – 6/30/42	\$230,000,000
7/1/42 – 6/30/43	\$140,000,000
7/1/43 – 6/30/44	\$50,000,000
First Extended Term	\$0
Second Extended Term	\$0
Third Extended Term	\$0

**FIRST ADDENDUM TO SECOND AMENDED AND
RESTATED FIELDHOUSE OPERATING AGREEMENT**

This First Addendum to Second Amended and Restated Fieldhouse Operating Agreement (“**First Addendum**”) is entered into on this 14th day of November, 2019, by and among MARION COUNTY CONVENTION AND RECREATIONAL FACILITIES AUTHORITY (“**MCCRFA**”), THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA (“**CIB**”), PACERS BASKETBALL, LLC, an Indiana limited liability company (“**PBLLC**”), PBLEASING LLC, an Indiana limited liability company (“**PBLEasing**”), and FIELDHOUSE MANAGEMENT, LLC, an Indiana limited liability company (“**Manager**”). MCCRFA, CIB, PBLLC, PBLEasing and Manager may hereafter collectively be referred to as the “**Parties.**”

WHEREAS, the Parties entered into a Second Amended and Restated Fieldhouse Operating Agreement on the 17th day of April, 2019 (“**Operating Agreement**”).

WHEREAS, the Parties now wish to amend one Exhibit to the Operating Agreement and to clarify the role and responsibilities of MCCRFA.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereunder, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIB, MCCRFA, PBLLC, PBLEasing and Manager agree as follows:

1) Capitalized terms as used in this Addendum shall be as defined in the Operating Agreement, unless otherwise expressly defined in this Addendum.

2) The Parties have agreed to reallocate the timing by which the Annual Refresh Budget will be made available and, therefore, now agree to substitute Exhibit I attached to this Addendum, for and in the place of Exhibit I as originally attached to the Operating Agreement.

3) It is acknowledged and agreed that:

A) CIB intends to fund the Aggregate Refresh Budget in accordance with the Operating Agreement by causing MCCRFA to finance portions thereof and CIB will finance or otherwise fund the remaining portions thereof. CIB shall not be relieved of any of its obligations and responsibilities under the Operating Agreement with respect to funding of the Aggregate Refresh Budget, except to the extent actually performed by MCCRFA.

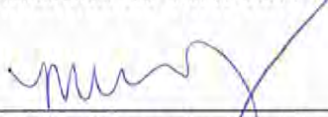
B) CIB will cause MCCRFA to enter into construction contracts for the Refresh Improvements which are funded by MCCRFA and, with respect to such construction contracts, will cause MCCRFA to comply with the same terms and conditions to which CIB is obligated to perform under the Operating Agreement. CIB will not be relieved of any of its obligations or responsibilities under the Operating Agreement with respect to such construction contracts, except to the extent actually performed by MCCRFA.

- C) The Expansion Project Design Agreement, the Expansion Project C/M Agreement and the procurement contract relating to moveable seating platforms previously executed by CIB with respect to the Expansion Project, and also the procurement contract for the arena seating for the Expansion Project as previously bid and to be awarded by CIB, shall be assigned by CIB and assumed by MCCRFA, to be managed and enforced by CIB as authorized agent for MCCRFA, and MCCRFA and CIB shall obtain any required consents to such assignments. CIB shall not be relieved of any of its obligations and responsibilities under the Operating Agreement with respect to such contracts, except to the extent actually performed by MCCRFA.
- D) Obligations and responsibilities under the Operating Agreement performed by MCCRFA as set forth in Subsections A, B and C above, shall not exceed the obligations and responsibilities of CIB relating thereto as set forth in the Operating Agreement and MCCRFA is entitled to the same limitations and protections as afforded CIB in the Operating Agreement with respect thereto.
- E) In Section 8(c) of the Operating Agreement, the parentheticals in clauses (i) and (iii) are hereby deleted and replaced with “(unless caused by a breach by CIB or MCCRFA hereunder or under any contract to which CIB or MCCRFA is a party related to the Expansion Project)”.
- F) Except as set forth in Sections 2 and 3(E) above, this Addendum does not lessen or affect any of the PB Parties' rights, obligations and responsibilities set forth in the Operating Agreement.

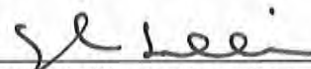
4) This Addendum is to be read in conjunction with and as a supplement to the Operating Agreement. However, to the extent of any direct conflict between a term or condition of this Addendum and a term or condition of the Operating Agreement, this Addendum shall take precedent and control as between the Parties. Except to the extent of a direct conflict with this Addendum, all terms and conditions of the Operating Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed effective as of the date first set forth above.

THE CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY, INDIANA

By: 
Melina Kennedy, President

MARION COUNTY CONVENTION AND
RECREATIONAL FACILITIES AUTHORITY

By: 
Cheryl Sullivan, President

PACERS BASKETBALL, LLC

By: 
W.F. Rick Fuson, Chief Operating Officer

PBLEASING, LLC

By: 
W.F. Rick Fuson, Chief Operating Officer

FIELDHOUSE MANAGEMENT, LLC

By: 
W.F. Rick Fuson, Chief Operating Officer

EXHIBIT I

Annual Refresh Budget

January 1, 2020 - \$130,000,000*
March 3, 2021 - \$115,000,000
March 1, 2022 - \$50,000,000

* Costs incurred by CIB and payable by CIB to Architect and Construction Manager related to any Refresh Improvements prior to the Effective Date shall be credited against this amount.

TRAINING FACILITY USE AGREEMENT

THIS TRAINING FACILITY USE AGREEMENT (this "**Agreement**") is made and entered into as of the 14th day of December, 2015 (the "**Effective Date**"), by and between the CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA ("**CIB**"), and PACERS TRAINING CENTER, INC., an Indiana corporation ("**User**"), and is joined in solely for the purposes set forth in Sections 5C and 27, by FAMILY BASKETBALL, LLC, an Indiana limited liability company ("**FBLLC**").

RECITALS

A. CIB is the fee owner of approximately 1.3 acres of real property situated in Marion County, Indiana and legally described in Exhibit A attached hereto, together with all rights, privileges, easements, and appurtenances belonging to or in any way appertaining thereto (collectively, the "**Land**"), which Land is currently improved with an elevated surface parking lot (such elevated surface parking lot, together with other improvements and fixtures existing on the Land as of the Effective Date are collectively referred to herein as the "**Existing Improvements**").

B. After the Effective Date, certain buildings, fixtures and other improvements may be constructed upon the Land (the "**New Improvements**") in accordance with the terms and conditions of this Agreement.

C. In connection with the New Improvements, certain improvements and fixtures located either wholly or partially outside the boundaries of the Land (referred to herein as the "**Offsite Improvements**"), as more particularly described herein, may be constructed in accordance with the terms and conditions of this Agreement. The New Improvements and the Offsite Improvements are collectively referred to herein as the "**Improvements**"; the Land, together with the Existing Improvements and the New Improvements are collectively referred to herein as the "**Premises**".

D. Pursuant to Indiana Code § 36-10-9-1 et seq., CIB is authorized to control and operate capital improvements, fix charges and establish rules governing the use of capital improvements, and enter into all contracts or arrangements and take all actions that CIB considers necessary to promote and publicize capital improvements and to serve the commercial, industrial and cultural interests of Indiana and its citizens.

E. User is an affiliate of Pacers Basketball, LLC ("**PBLLC**"), which owns and operates the Indiana Pacers NBA franchise and Fieldhouse Management, LLC ("**Manager**").

F. Marion County Convention and Recreational Facilities Authority ("**MCCRFA**"), CIB, PBLLC, Manager and The Herbert Simon Revocable Trust under agreement dated February 24, 2011 are parties to that certain Amended and Restated Fieldhouse Operating Agreement, dated April 21, 2014 (the "**Original Operating Agreement**"), pursuant to which CIB granted to Manager the exclusive right, authority, license and privilege to use, possess, occupy, conduct business from, lease space in and operate Bankers Life Fieldhouse (the "**Fieldhouse**") and PBLLC agreed to cause the Indiana Pacers or its successor (the "**Pacers**") to

play its home basketball games at the Fieldhouse, as more specifically provided in the Operating Agreement.

G. Concurrently herewith, MCCRFA, CIB, PBLLC, Manager and The Herbert Simon Revocable Trust under agreement dated February 24, 2011 are amending the Original Operating Agreement pursuant to that certain First Amendment to Amended and Restated Operating Agreement, dated as of the Effective Date (the Original Operating Agreement, as amended by such First Amendment and as may be further amended from time to time, the "**Operating Agreement**").

H. Pursuant to the Operating Agreement, CIB has certain obligations for the repair and maintenance of the Fieldhouse and CIB also committed to undertake certain capital repairs and replacements and refresh improvement projects at the Fieldhouse (all such obligations, as defined in the Operating Agreement, are collectively referred to herein as the "**CIB's Fieldhouse Obligations**").

I. CIB also owns the Virginia Avenue Parking Garage (the "**Parking Garage**"), which is adjacent to and immediately north of the Land.

J. The Parking Garage is opened on a daily basis, is operated, maintained and repaired by the CIB, directly and through contracts with third party vendors, and CIB is committed under written agreements to provide parking within the Parking Garage to various entities and organizations and CIB markets individual parking spaces in the Parking Garage to the general public on an hourly rate basis (the CIB's use, operation, maintenance and repair responsibilities and its contractual commitments related to the Parking Garage are collectively referred to herein as "**CIB's Parking Garage Obligations**").

K. In connection with the Original Operating Agreement, CIB, PBLLC and Manager also entered into that certain Amended and Restated Virginia Avenue Parking Garage Parking Agreement, dated April 21, 2014 (the "**Original Parking Agreement**"), pursuant to which CIB granted to Manager the exclusive right to use the Land for parking as more specifically provided in the Original Parking Agreement.

L. Concurrently herewith, CIB, PBLLC and Manager are amending the Original Parking Agreement pursuant to that certain First Amendment to Amended and Restated Virginia Avenue Parking Garage Parking Agreement, dated as of the Effective Date (the Original Parking Agreement, as amended by such First Amendment and as may be further amended from time to time, the "**Parking Agreement**"), pursuant to which the Land is being removed from the Parking Agreement so that the Land can be used by User for a training and office building facility (the "**Project**").

M. The parties acknowledge and agree that the citizens of the City of Indianapolis and Marion County will benefit from the investment of PBLLC's affiliates in the Project, which will provide a state-of-the-art training and medical office facility that will facilitate (i) economic development in downtown Indianapolis, (ii) the use of the Fieldhouse in furtherance of the Municipal Purposes (as defined in the Operating Agreement), including by enabling the repurposing of certain space at the Fieldhouse, (iii) additional opportunities for the gainful

employment of citizens of the City and the County, (iv) expanded availability of healthcare services in downtown Indianapolis, and (v) activities of the Pacers conducted at the Fieldhouse.

N. In order to facilitate the Project, CIB desires to grant to User and User desires to obtain from CIB, the right, authority, license and privilege to use, possess, occupy and operate the Premises and certain easements to construct, operate, use, repair, replace and maintain the Offsite Improvements, subject to the terms and conditions below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PREMISES, EASEMENTS AND PARKING

A. Premises. Effective as of the Effective Date, CIB hereby grants to User the right, authority, license and privilege, subject to the Permitted Encumbrances (as defined herein), to use, possess, occupy, conduct business from, lease space to others in and operate the Premises, and User hereby accepts such grant from CIB, all upon and subject to the terms, conditions, covenants and provisions of this Agreement. For purposes of this Agreement, the term "**Permitted Encumbrances**" shall mean those matters listed in Exhibit B attached hereto.

B. Vehicular Ramp Easement. Subject to the terms and conditions of this Agreement, CIB hereby grants to User a non-exclusive ingress and egress easement and right over the south vehicular ramp of the Parking Garage immediately north of the Land ("**Vehicular Ramp**") as depicted in yellow on the site plan attached hereto as Exhibit C (the "**Site Plan**") for the benefit of User, the occupants of the Project and their respective employees, contractors and invitees. User shall have the right to install, maintain, repair, remove and replace directional and other informational signage (e.g. signage listing the name and hours of operation of a Subtenant, but not any signage that is solely for advertising purposes) on the Vehicular Ramp as reasonably necessary in connection with User's use of the Vehicular Ramp, provided that the content, size and location of such signage shall be subject to the prior approval of CIB.

C. Garage Pedestrian Connector Easement. Subject to the terms and conditions of this Agreement, CIB hereby grants to User an exclusive aerial easement and right over that portion of the land north of the Premises shown on the Site Plan in blue for the purpose of constructing, operating, maintaining, repairing and replacing a pedestrian connector from the New Improvements to the fifth level of the Parking Garage (the "**Garage Pedestrian Connector**"). This Garage Pedestrian Connector easement includes the right of access, ingress and egress through the Parking Garage as reasonably necessary in connection with constructing, operating, maintaining, repairing and replacing the Garage Pedestrian Connector and the right to tie into the structure of the Parking Garage to support the Pedestrian Connector and alter the Parking Garage at the connection point as set forth in the Plans. In addition, CIB hereby grants to User, the occupants of the Project and their employees and other staff, media, personnel, invitees and licensees, the right to use bridges, walkways, connectors or other paths of travel from the Premises to the Fieldhouse. For the avoidance of doubt, such paths of travel shall not

include the restricted access elevator located at the southeast corner of the Parking Garage. User shall have the right to install, maintain, repair, remove and replace directional and other informational signage (e.g. signage listing the name and hours of operation of a Subtenant, but not any signage that is solely for advertising purposes) in the Parking Garage as reasonably necessary in connection with the use of the Garage Pedestrian Connector, provided that the content, size and location of such signage shall be subject to the prior approval of CIB.

D. Construction and Maintenance Easements. Subject to the terms and conditions of this Agreement, CIB hereby grants to User easements on, in, over and under those portions of the Parking Garage, including the Vehicular Ramp, reasonably necessary for User (and its contractors) in connection with:

(i) demolition of the existing pedestrian bridge that spans the Vehicular Ramp and connects the Parking Garage to the Land and the Existing Improvements and, thereafter, repair of the Parking Garage at the connection point of the existing pedestrian bridge (once demolition is complete), with such work to be performed in accordance with the applicable Plans (as defined herein);

(ii) alteration of the Vehicular Ramp and the installation of utility and sewer facilities therein, with such work to be performed in accordance with the applicable Plans, and thereafter the operation, maintenance, repair and replacement of such facilities;

(iii) construction of a new pedestrian ramp (the "**Pedestrian Ramp**") and entry into the Parking Garage to provide for the re-routing of the LaRosa Easement (as described in Section 1H below) into and through the Parking Garage and tying into the structure of the Parking Garage to support the Pedestrian Ramp and altering the Parking Garage at the connection point, with such work to be performed in accordance with the applicable Plans, and thereafter the maintenance, repair and replacement of the Pedestrian Ramp.

E. Maintenance. For purposes of this Agreement, the "**Offsite Improvements**" include the Garage Pedestrian Connector, the Pedestrian Ramp and the Delaware Street Tunnel (as defined in Section 1J below). User shall maintain, repair and replace the Offsite Improvements and User's utility and sewer facilities installed within the Vehicular Ramp as needed to keep the same in a good and safe condition and state of repair. After completion of the such utility and sewer facilities by User: (i) CIB shall maintain, repair and replace the Vehicular Ramp as needed in order to keep the same in a good and safe condition and state of repair; and (ii) User shall repair any damage to the Vehicular Ramp caused by the manner or method of the installation of the utility and sewer facilities installed by User or subsequent repairs to such facilities. If either party fails to perform any necessary maintenance, repair or replacement for which it is responsible pursuant to this Section 1E, within thirty (30) days of receiving a written demand from the other party (or such lesser period as may be reasonable under the circumstances, including no notice in the event of an emergency situation), the other party may perform the same and the party in default shall reimburse the other for the costs and expenses incurred, together with interest at the Overdue Interest Rate from the date incurred until the date paid.

F. Coordination of Construction/Maintenance Schedules. User acknowledges and agrees that its construction, maintenance, repair and replacement of the Offsite Improvements and User's utility and sewer facilities installed within the Vehicular Ramp shall be scheduled and performed in a manner which does not prevent or unreasonably interfere with CIB's Parking Garage Obligations and/or CIB's Fieldhouse Obligations, as applicable, and that its operation and use of the Offsite Improvements will not prevent or unreasonably interfere with CIB's Parking Garage Obligations and/or CIB's Fieldhouse Obligations. CIB acknowledges and agrees that the CIB's Parking Garage Obligations and/or CIB's Fieldhouse Obligations shall be scheduled and performed in a manner which does not prevent or unreasonably interfere with User's rights and obligations under this Agreement, including the means of ingress to or egress from the Premises pursuant to Sections 1B and 1C. Except in the event of an emergency situation, each party shall give reasonable prior written notice to the other of any construction, maintenance, repair or replacement activities which may materially interfere with the other party's use, operation or other obligations. Such notice shall include delivery of a written schedule in advance of the commencement of such activities, which identifies the work to be performed and the date of commencement, sequence, duration and anticipated completion date for such activities (which, in the case of an anticipated closure of the Vehicular Ramp lasting less than 24 hours, shall require at least 48 hours' advance notice, and in the case of an anticipated closure of the Vehicular Ramp lasting more than 24 hours, shall require at least fourteen (14) days' advance notice). In the case of an anticipated closure lasting more than 24 hours, the party receiving such notice and schedule shall have five (5) business days to raise an objection if that party believes that the proposed schedule of activities will unreasonably and adversely affect means of ingress and egress, the use, operation or maintenance of the facilities or other improvements for which it is responsible or any contractual or other obligations it has with respect to such facilities and improvements. In the event an objection is timely raised, the parties shall promptly confer and use commercially reasonable efforts to coordinate their respective activities, schedules and obligations, so as to avoid unreasonable disruptions and minimize interference and the duration thereof. Notwithstanding the above, the parties acknowledge and agree that:

(i) Except in the case of an emergency, User shall not undertake any construction, repairs or other activities which result in a temporary closure of the Vehicular Ramp without the prior written consent of the CIB;

(ii) Except in the case of an emergency, CIB shall not undertake any construction, repairs or other activities which result in the temporary closure of the Vehicular Ramp or the Garage Pedestrian Connector without the prior written consent of the User; and

(iii) After Substantial Completion (as defined in Section 8L), if use of the Vehicular Ramp is unavailable to User and alternate access to the parking spaces on the Premises is also unavailable to User, then CIB shall provide reasonably acceptable replacement parking for such spaces, provided that if such unavailability is due to the act or omission of User and space is not available in the Parking Garage, CIB's obligation shall be limited to using reasonable efforts to assist User in finding replacement parking proximate to the Premises at the expense of User.

G. Parking. Capitalized terms used in this Section 1G that are not defined in this Agreement shall have the meanings ascribed to them in the Parking Agreement. User shall have the right to use a total of two hundred sixty (260) standard automobile parking spaces in the Parking Garage (the "**Garage Spaces**") for the purpose of parking passenger vehicles for the benefit of User, the occupants of the Project and their respective employees, contractors and invitees as follows:

(i) after Substantial Completion, twenty (20) spaces along the south wall of the Parking Garage proximate to the Garage Pedestrian Connector (the "**Patient Parking Spaces**"), which spaces shall be available on a 24/7 basis;

(ii) after Substantial Completion, forty (40) spaces (the "**Medical Office Parking Spaces**"), which spaces shall be available Monday through Friday between the hours of 6:00 a.m. to 6:00 p.m., subject to Major Events and Day Events, Extraordinary Events and Special Day Events in the Fieldhouse as provided below;

(iii) commencing on the Effective Date, Fifty-six (56) spaces (the "**Unrestricted Parking Spaces**"), which spaces shall be available on a 24/7 basis, subject only to Major Events; and

(iv) once the Elevated Lot is no long capable of use for parking following commencement of construction of the Improvements, one hundred forty-four (144) spaces (the "**Restricted Parking Spaces**"), which spaces shall be available on a 24/7 basis, subject to Major Events and Events in the Fieldhouse as provided below.

"**Major Events**" means the NFL Super Bowl, the NCAA Final Four, the Republican Party National Convention, the Democratic Party National Convention and similar major national/international events in Indianapolis (whether or not located at the Fieldhouse) that require the City to commit, as a condition of awarding such event, to provide parking in an amount that reasonably requires use of the Medical Office Parking Spaces, the Unrestricted Parking Spaces and the Restricted Parking Spaces. CIB shall give notice to User at least ninety (90) days prior to a Major Event. On those days when there is a Major Event, User shall not have the right to use the Medical Office Parking Spaces, the Unrestricted Parking Spaces or the Restricted Parking Spaces. On those days when there is a Day Event, an Extraordinary Event or a Special Day Event in the Fieldhouse, User shall have the right to use the Medical Office Parking Spaces without interruption on such days unless such Event is a sold-out Pacers game or another Event for which the Parking Garage is anticipated to be full. On those days when there is an Event in the Fieldhouse, User shall have the right to use the Restricted Parking Spaces without interruption on such days unless such Event is a sold-out Pacers game or another Event for which the Parking Garage is anticipated to be full. The parties acknowledge and agree that for purposes of this Agreement, the determination of when the Parking Garage is anticipated to be full shall be made without reference to parking spaces on the first floor of the Parking Garage that are committed to the Sheriff's Department and/or Anthem. On those days when there is a sold-out Pacers game or another Event for which the Parking Garage is anticipated to be full, User shall have the right to use the Medical Office Parking Spaces (Monday through Friday between 6:00 a.m. and 6:00 p.m.) and the Restricted Parking Spaces other than during the time period beginning two (2) hours before the scheduled start of the Event and continuing until the

earlier of two (2) hours after the conclusion of the Event or 5:00 a.m. the following day; provided that (i) User shall be entitled to use the Medical Office Parking Spaces and the Restricted Parking Spaces during such time period if a Parking Pass for such Event is issued to the users of the Medical Office Parking Spaces/Restricted Parking Spaces, and (ii) if the Event does not start until 6:00 p.m. or later, User shall be entitled to use the Medical Office Parking Spaces until 6:00 p.m. on such days without any Parking Passes being issued to the users of the Medical Office Parking Spaces. User shall cause each user of a Medical Office Parking Space or a Restricted Parking Space to vacate the Parking Garage during the time period when Medical Office Parking Spaces or Restricted Parking Spaces, as applicable, are not available for use by User or shall cause a Parking Pass for the applicable Event to be issued to such user. The Garage Spaces (other than the Patient Parking Spaces) may be located on any level (other than the first level) of the Parking Garage on a first-come, non-reserved basis, provided that the parties will cooperate in good faith to ensure, to the extent practicable, that the Medical Office Spaces and Unrestricted Parking Spaces are available on (and such users park on) the fifth level of the Parking Garage proximate to the Garage Pedestrian Connector. User's rights with respect to 204 of the Garage Spaces (consisting of the 144 Restricted Parking Spaces and 50 of the Medical Office Parking Spaces and/or the Unrestricted Parking Spaces) shall be subject to rights of third parties under agreements with CIB for parking rights in the Parking Garage existing as of the Effective Date (including extensions, renewals and amendments of such agreements whether or not such rights exist on the Effective Date and new agreements with such third parties, but not including any expansions of the number of spaces in favor of such third parties as of the Effective Date by extension, renewal, amendment, new agreement or otherwise), but shall not be subject to future commitments to third parties that do not have parking rights with respect to the Parking Garage as of the Effective Date or to daily parking. If User's rights to use any of such 204 Garage Spaces are 'bumped' due to such existing agreements and extensions, renewals (including new agreements) or amendments, CIB shall first use good faith efforts to consider opportunities relocate city employees to alternate locations at no cost to CIB. If such efforts are not sufficient to keep User's rights to use any of such 204 Garage Spaces from being 'bumped', CIB shall use reasonable efforts to assist User in finding replacement parking proximate to the Premises, but such replacement parking shall be at the expense of User. User shall have no right to sell, rent or otherwise transfer for value any rights to the Garage Spaces (other than to tenants/occupants of the Premises during their tenancies/occupancies). CIB shall cause the Parking Managers to provide management, maintenance, security and other services for the Parking Garage in accordance with the Operating Plan so that (a) the condition of the Parking Garage is consistent with other first class parking garage facilities of similar age, ordinary wear and tear excepted, provided that, notwithstanding age or ordinary wear and tear, the condition of the second, third and fourth floors of the Parking Garage and the ramps providing access to such floors shall be maintained in a condition that will prevent material damage to property located on or personal injury to users of such floors and ramps, and (b) the operation of the Parking Garage is consistent with the operation of other first class parking garage facilities of similar age and function, provided that User shall be responsible for any snow and ice removal required in connection with use of the Garage Spaces outside of the operating hours of the Parking Garage. In the event of damage to, or destruction of, the Parking Garage by fire or other casualty CIB shall promptly repair the same as soon as is reasonably possible. During any period the Garage Spaces are unavailable for use by User due to casualty or condemnation: (i) if the Parking Agreement is then in effect, CIB shall provide, or cause to be provided, fifty-six (56) Temporary

Parking Spaces for User's use at all times required by this Section 1E, and (ii) CIB shall use reasonable efforts to assist User in finding additional replacement parking proximate to the Premises. User shall have the right to install, maintain, repair, remove and replace directional and other informational signage (e.g. signage listing the name and hours of operation of a Subtenant, but not any signage that is solely for advertising purposes) in the Parking Garage as reasonably necessary in connection with the use of the Garage Spaces, subject to CIB's approval. User may, upon prior written notice to CIB, install reserved signage for the Patient Parking Spaces, provided that any such reserved signage shall be designated with a split of ten (10) patient and ten (10) disabled spaces. User and CIB acknowledge the cooperative spirit that has formed the basis of a longstanding and mutually beneficial relationship between CIB and User's affiliates in connection with the operation of the Fieldhouse and the Parking Garage and agree to continue that cooperation in good faith in order to effectuate the intent of the provisions of this Section 1G to balance CIB's interests with respect to the CIB's Parking Garage Obligations and User's interests with respect to the need for adequate parking for the viable operation of the Project and the Fieldhouse.

H. LaRosa Easement. In order to facilitate the Project, CIB entered into an Amended and Restated Pedestrian Easement Agreement, dated _____, 2015, with JL Parking Associates LLC (the "**LaRosa Easement**"). User shall be responsible for the construction, maintenance (including snow and ice removal), repair and replacement of the Pedestrian Ramp. At CIB's election, User shall also install (or reimburse CIB for its actual and reasonable out-of-pocket expenses incurred to install) a painted cross-walk and pedestrian crossing signage with a flashing light in the Parking Garage near the Vehicular Ramp, subject to CIB's approval as to location, size and content (as applicable).

I. CSX Easement. In order to facilitate the Project, CIB shall enter into an agreement with CSX Transportation, Inc., a Virginia corporation ("**CSXT**") (the "**CSX Easement**"), in form reasonably acceptable to CIB. Pursuant to the CSX Easement, CSXT shall be granted rights of access, ingress and egress over the Vehicular Ramp and certain portions of the Land for purposes of vehicular ingress and egress between Delaware Street and CSXT tracks south of the Land. User shall cooperate with CIB and CSXT regarding the use of the CSX Easement and shall provide any notice required to be provided to CSXT thereunder to the extent such notice is required due to the activities of User or otherwise occurring on the Premises. User shall also cooperate with CIB in its efforts to provide feasible alternative means of safe access to CSXT at all times when CSXT's access pursuant to the CSX Easement is unavailable.

J. Delaware Street Tunnel. As part of the Improvements, User may construct an underground pedestrian tunnel connecting the Premises to the Fieldhouse under Delaware Street (the "**Delaware Street Tunnel**"). In order to facilitate the construction of the Delaware Street Tunnel, User anticipates that it or one of its Permitted Sublessees will enter into an agreement with Develop Indy (the "**Delaware Street Tunnel Agreement**"). Upon the expiration of the Term or earlier termination of this Agreement, User (or its applicable Permitted Sublessee) and CIB shall execute an assignment and assumption of all of User's (or its applicable Sublessee's) rights, obligations and agreements relating to the Delaware Street Tunnel.

2. TERM

A. Initial Term. The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and, unless sooner terminated, shall expire on the last day of the month in which the fortieth (40th) anniversary of the Effective Date occurs. As used herein, the "**Term**" refers to the Initial Term, as extended by the Extension Term if the Extension Option is exercised pursuant to Section 2B.

B. Option to Extend. So long as there is no continuing User Default, User shall have one (1) option to extend the Initial Term (the "**Extension Option**") for an additional period of ten (10) years (the "**Extension Term**"). The Extension Option shall be exercised by User by delivering written notice to CIB at least one hundred eighty (180) days prior to the expiration of the Initial Term that User desires to exercise the Extension Option. The Extension Term shall be on the same terms and conditions as provided in this Agreement. If the Operating Agreement has terminated or expired and, at the time of exercise of the Extension Option or the commencement of the Extension Term, there is no other agreement in place for the Pacers to play its home basketball games at the Fieldhouse or another location within Marion County, Indiana, then the Extension Option shall be null and void.

C. Termination Right. Notwithstanding anything to the contrary herein, at any time during the Term, User may elect to terminate this Agreement by giving notice to CIB. CIB shall have a period of thirty (30) days after such notice to elect by notice to User to either (i) accept the Premises AS-IS, in which case such termination shall be effective thirty (30) days after User's termination notice, or (ii) require User to remove any New Improvements and the Garage Pedestrian Connector, restore the Land to a paved and striped parking lot, restore any portions of the Parking Garage modified in connection with the construction of the Garage Pedestrian Connector, properly cap and decommission any utility and sewer facilities installed by User within the Vehicular Ramp, and, if required by CIB, properly seal the Delaware Street Tunnel, in which case such termination shall be effective upon completion of such removal and restoration. If CIB makes the election under clause (ii), User shall complete such removal and restoration and surrender the Premises to CIB free and clear of all liens and encumbrances from anyone claiming by, through or under User (including any Permitted Loan Documents and any Subleases but excluding any other encumbrances consented to by CIB or otherwise permitted by this Agreement) no later than one (1) year after CIB's election notice, subject to Force Majeure.

3. FEES

A. Basic Fee. Commencing on the Effective Date, User shall pay to CIB, in consideration for the exclusive right, authority, license and privilege to use, possess, occupy and operate the Project as provided hereunder, an annual fee ("**Basic Fee**") in the amount of One Dollar (\$1.00).

B. Payment of Basic Fee and Additional Fees. User shall pay Basic Fees for the entire Initial Term (\$40.00) on the Effective Date and shall pay Basic Fees for the entire Extension Term (\$20.00) on or before the first day of the Extension Term. All sums payable by User to CIB hereunder other than Basic Fees are referred to herein as "**Additional Fees**", and Basic Fees and Additional Fees are collectively referred to herein as "**Fees**". User shall pay all

Fees to CIB by check drawn to the order of CIB and mailed to CIB at the address for notices given below or to such other address or by wire transfer as CIB may designate from time to time in writing.

C. Late Payments. If any Fee is not paid within ten (10) days after written notice that the same is delinquent, User shall pay to CIB interest on the delinquent amount at an annual rate of eighteen percent (18%) (the "**Overdue Interest Rate**") from the date on which such amount was due and payable to the date on which it is paid.

4. IMPOSITIONS

A. Impositions. As used in this Agreement, "**Impositions**" means all taxes, duties, general or special assessments, levies and other governmental charges of any kind and nature whatsoever, ordinary or extraordinary, whether foreseen or unforeseen, that are assessed against the Premises and/or any fixtures, equipment and other personal property located at the Premises or User's or any Subtenant's interest related thereto, together with any interest or penalties assessed for the late payment or non-payment thereof and all taxes, duties, assessments, levies and other governmental charges that substitute for or supplement in whole or in part any of the foregoing. The parties acknowledge and agree that (i) title to the Land is held by CIB, (ii) the Premises is available for use by CIB as expressly provided in this Agreement, and (iii) this Agreement will benefit the citizens of the City of Indianapolis and Marion County as described in Recital M above. CIB shall not object to User's assertion, enforcement or affirmation of any applicable exemptions of the Premises from any special assessments and taxation, including pursuant to I.C. 36-10-9-18. In no event shall CIB have any responsibility for any Impositions that are due and payable after the Effective Date.

B. User Contesting Impositions. User shall have the right to contest in good faith by appropriate proceedings, at User's sole cost and expense, the amount or validity in whole or in part of any Impositions. Upon User's request, CIB shall execute such documents as are reasonably required to be executed by the owner of the Land in connection with proceedings to contest any Imposition or to exempt the Premises or any portion thereof or User's interest therein or in this Agreement from Impositions, provided that, CIB shall not be required to confirm or attest to any assertions being made by User in such documents or proceedings or otherwise support User's efforts in such proceedings. Additionally, CIB agrees to execute any amendments to this Agreement reasonably requested by User in order to exempt the Premises or any portion thereof or User's interest therein or in this Agreement from any Imposition; provided, however, that any such amendment shall not adversely affect any rights of CIB under this Agreement in any material respect. Any third party costs, including reasonable attorneys' fees, reasonably incurred by CIB in connection with any such proceedings or amendment shall be reimbursed by User. User shall indemnify and hold CIB harmless from and against any and all claims, demands, liability, suits, actions, judgments and recoveries in connection with any such proceedings. User shall be entitled to any refund of any Impositions and any penalties and interest thereon received as a result of such proceedings, to the extent the same have been paid by User, or have been paid by CIB and reimbursed by User.

5. REPRESENTATIONS AND WARRANTIES

A. CIB Representations and Warranties. CIB represents and warrants to User that:

(i) Authority. CIB has the power and authority to execute and deliver this Agreement and to incur and perform all obligations of CIB provided herein. The person executing this Agreement for CIB has been fully authorized and empowered to bind CIB. The performance and compliance by CIB with the terms, provisions and conditions of this Agreement do not and will not conflict with or result in any violation of any of the terms, conditions, or provisions of any agreement, obligation, lease, license, judgment, decree, order, statute, rule or regulation applicable to CIB or the Land or the Existing Improvements as of the Effective Date.

(ii) Environmental Laws. CIB has not received any notice from any governmental authority of any violations of any Laws with respect to the Premises and, to the best of CIB's knowledge, CIB has not violated any Environmental Laws with respect to the Premises.

B. User Representations and Warranties. User represents and warrants to CIB that:

(i) Due Organization. User has been duly incorporated and is validly existing and under the laws of the State of its incorporation.

(ii) Authority. User has the power and authority to execute and deliver this Agreement and to incur and perform all obligations of User provided herein. The person executing this Agreement for User has been fully authorized and empowered to bind User. The performance and compliance by User with the terms, provisions and conditions of this Agreement do not and will not conflict with or result in any violation of any of the terms, conditions, or provisions of any agreement, obligation, lease, license, judgment, decree, order, statute, rule or regulation applicable to User.

C. FBLLC Representations and Warranties. FBLLC represents and warrants to CIB that:

(i) Due Organization. FBLLC has been duly organized and is validly existing and under the laws of the State of its organization.

(ii) Authority. FBLLC has the power and authority to execute and deliver this Agreement and to incur and perform all obligations of FBLLC provided herein. The person executing this Agreement for FBLLC has been fully authorized and empowered to bind FBLLC. The performance and compliance by FBLLC with the terms, provisions and conditions of this Agreement do not and will not conflict with or result in any violation of any of the terms, conditions, or provisions of any agreement, obligation, lease, license, judgment, decree, order, statute, rule or regulation applicable to FBLLC.

6. AMOUNTS PAYABLE BY USER; NON-TERMINABILITY

A. Fees. Except as otherwise expressly provided in this Agreement, Fees and other sums payable hereunder by User shall be paid by User without notice or demand, and without set-off, counterclaim, abatement, deduction, defense or deferment.

B. Non-Terminability. Except as otherwise expressly provided in this Agreement, this Agreement shall not terminate.

7. USE

Subject to the terms and conditions of this Agreement, User may use the Premises for the construction, operation and maintenance of the Project (the "**Permitted Use**") and other lawful uses, provided that in no event shall any portion of the Premises be used for the prohibited uses set forth on Exhibit D attached hereto. User shall materially comply (and shall ensure that its employees, contractors, agents and other representatives, and all Subtenants and other occupants of the Premises materially comply) with all laws, statutes, codes, ordinances, orders, rules and regulations (collectively, "**Laws**") of all governmental or quasi-governmental authorities having jurisdiction over the Premises, the Project or the construction of the Improvements (each, a "**Regulatory Authority**" and, collectively, "**Regulatory Authorities**") in connection with its construction, operation, use, leasing, maintenance, repair, renovation, removal and replacement of the Premises, the Offsite Improvements and its utility and sewer facilities to be installed within the Vehicular Ramp. User shall not at any time use or occupy (or permit the use or occupancy of) the Premises or the Offsite Improvements in any manner that violates the terms and conditions of this Agreement, in any manner that causes waste or violates any insurance policy then issued in respect of the Premises or so as to create a public or private nuisance. In addition to CIB's rights under Section 36, CIB shall have the right to use the Practice Court Space and other areas of the Premises when available from time to time (other than during the period commencing on the start of the Pacers preseason training camp and ending on the completion of the NBA playoffs), the terms and conditions of such use to be negotiated between User and CIB on a case by case basis by mutual agreement.

8. IMPROVEMENTS, UTILITIES AND MAINTENANCE

A. Improvements. User shall cause the initial construction of the Improvements to be completed by Hunt Construction (or such other general contractor for the Project not objected to by CIB, the "**General Contractor**") and the General Contractor's subcontractors substantially in accordance with the plans and specifications referenced on Exhibit E attached hereto (the "**Plans**"). Prior to commencing construction, User shall cause the General Contractor to provide CIB with certificates of insurance (and thereafter maintain insurance throughout the initial construction of the Improvements), which satisfies the applicable requirements of Schedule 1 attached hereto and shall cause Ratio Architects (or such other architect for the Project not objected to by CIB, the "**Project Architect**") to maintain insurance throughout the initial construction of the Improvements consistent with the certificate of insurance attached hereto as Schedule 2. Subject to Force Majeure, once User commences the initial construction of the Improvements, User shall, within thirty-six (36) months of such commencement, either (i) achieve Substantial Completion, or (ii) remove any New Improvements and the Garage

Pedestrian Connector, properly seal the Delaware Street Tunnel (if constructed), restore the Land to a paved and striped parking lot and restore any portions of the Parking Garage modified in connection with the construction of the Garage Pedestrian Connector, properly cap and decommission all utility and sewer facilities installed by User within the Vehicular Ramp and surrender the Premises to CIB free and clear of all liens and encumbrances from anyone claiming by, through or under User (including any Permitted Loan Documents and any Subleases but excluding any other encumbrances consented to by CIB or otherwise permitted by this Agreement), whereupon this Agreement shall terminate. If a Termination Event occurs prior to User commencing the initial construction of the Improvements, this Agreement shall terminate effective upon such Termination Event. CIB shall not bear any cost in connection with the development or construction of the Improvements. User shall reimburse CIB for (i) the reasonable cost to engage a consultant ("**CIB's Consultant**") to review the Plans and/or make site visits during the initial construction of the Improvements (not to exceed \$30,000), and (ii) CIB's reasonable attorneys' fees incurred up to and including the Effective Date in connection with this Agreement and the transactions contemplated hereby (not to exceed \$100,000). User shall be entitled to take depreciation and other customary deductions respecting the Improvements and any additions and alterations thereto.

B. Modifications and Alterations to the Improvements. User shall have the right, after Substantial Completion, to modify, remove and alter the New Improvements (excluding the Pedestrian Ramp), the Garage Pedestrian Connector and the Delaware Street Tunnel as User reasonably deems necessary or desirable and at User's sole cost and expense. User shall not proceed with any change, modification or alteration that is a Material Deviation, without prior notice to and approval of the CIB. A Material Deviation is a modification or alteration to the New Improvements (excluding the Pedestrian Ramp), the Garage Pedestrian Connector and/or the Delaware Street Tunnel which:

- (i) Prevents or unreasonably and adversely impacts CIB's ability to perform and satisfy CIB's Parking Garage Obligations;
- (ii) Prevents or unreasonably and adversely impacts CIB's ability to perform and satisfy CIB's Fieldhouse Obligations;
- (iii) Adversely impacts the structural integrity, the existing mechanical, electrical, plumbing or other systems or the existing architectural layout, finishes and/or equipment of the Parking Garage or the Fieldhouse;
- (iv) Materially adversely impacts the structural integrity of the New Improvements or Offsite Improvements;
- (v) Consists of a substantial redesign of a mechanical, electrical, plumbing or other system;
- (vi) Alters that portion of the New Improvements depicted and/or described on Exhibit F attached hereto (the "**Practice Court Space**") so it would not be suitable for use as a practice and training facility for a professional basketball team; and/or

(vii) Alters the New Improvements depicted and/or described in Exhibit G attached hereto (the "**Executive Office Space**") so it would not be suitable for use as office space and uses ancillary thereto.

In the event User desires to make any change, modification or alteration that is a Material Deviation, User shall provide the CIB with written notice of the proposed change, modification or alteration, by sending such notice to the persons identified below (or such other persons or addresses as CIB may designate in writing and deliver to User as herein provided):

Mr. Augustus Levensgood
Executive Director
Indiana Convention Center
100 S. Capitol Avenue
Indianapolis, Indiana 46225

and

Thomas L. Boyle
Director of Operations
Capital Improvement Board of Managers
of Marion County, Indiana
100 South Capitol Avenue
Indianapolis, IN 46225
tom.boyle@icclos.com

Within five (5) business days of receiving any such notice, CIB shall review the proposed change, modification or alteration and shall advise User, in writing, if CIB objects to such change, modification or alteration. In the event CIB timely provides such written objection, User and CIB shall promptly meet to discuss and resolve such issue and work shall not proceed on the proposed change, modification or alteration until a mutually acceptable solution is reached. If CIB does not deliver a written objection within five (5) business days of receiving written notice of a proposed change or deviation, CIB shall be deemed to have approved the proposed change, modification or alteration and User may proceed to implement the proposed change, modification or alteration.

C. Review of the Plans. The CIB's review of the proposed Plans to date, both individually and by the CIB's Consultant, and any future review by the CIB or the CIB's Consultant of Plans or proposed changes, modifications or alterations, have been and shall be performed solely for the benefit of the CIB. Such review has and shall continue to focus on the CIB's interests with respect to the CIB's Parking Garage Obligations, the CIB's Fieldhouse Obligations and the recognition that use and occupancy of the Improvements will revert to the CIB upon termination of this Agreement in accordance with the terms and conditions of this Agreement. The review by the CIB and the CIB's Consultant has not and shall not, however, include a determination of: the adequacy or sufficiency of the design and/or construction of the Improvements or any change, modification or alteration; whether such design is being provided in accordance with the applicable standard of care; whether such design or construction is being

provided in accordance with Laws; or whether such construction is being provided in a workmanlike manner and in accordance with the Plans. Except to the extent dictated by CIB, CIB and the CIB's Consultant assume no duty or responsibility with respect to the design or construction of the Improvements, including means, methods or safety precautions.

D. Construction Obligations. User shall be responsible for obtaining all permits and other governmental/regulatory approvals as required for and/or applicable to the Improvements and any modifications or alterations thereto and any removal thereof. CIB, as owner of the Land, shall, as applicable, provide prompt and reasonable assistance to User in applying for such permits or other approvals, but CIB is not responsible for obtaining such permits and approvals nor shall CIB be responsible for any of the costs associated with such permits or approvals. The design and construction of the Offsite Improvements, to the extent they interface with or connect to the Parking Garage or the Fieldhouse, shall be appropriately coordinated and connected with the current as-built condition of the Parking Garage and the Fieldhouse, as applicable. All construction work related to the Improvements shall be performed in a workmanlike manner. Other than as contemplated by the approved Plans, the design and construction of the Offsite Improvements shall not reduce the number of parking spaces in the Parking Garage (whether temporary or permanent) without the prior written approval of the CIB.

E. Utilities. CIB shall have no obligation to pay for any costs related to the construction, connection, maintenance or operation of water, electric, gas, storm sewer, sanitary sewer, telephone and other utility lines and facilities servicing the Premises, the Delaware Street Tunnel or the Garage Pedestrian Connector. To the extent User requires any such utility lines and facilities, User shall pay all costs for the construction, connection, maintenance and operation thereof and shall make any required deposits. CIB shall grant such easements as are reasonably necessary for User to connect the Premises to any utilities or services.

F. Maintenance and Repair. CIB shall have no obligation to maintain, repair or replace the Premises or the Offsite Improvements. User shall maintain the Premises and the Offsite Improvements in a good condition and state of repair and in material compliance with all Laws.

G. Waiver of Liens. Except for claims being disputed in good faith by User, User shall promptly pay all contractors, subcontractors, materialmen and laborers furnishing labor, services or materials to User. Should any lien be filed against the Premises, the parcel upon which the Parking Garage is situated or the parcel upon which the Fieldhouse is located, as a result of User's work, User shall notify CIB as soon as practical and shall have the option of the following within thirty (30) days after such lien is filed: (i) posting a bond with the appropriate court to discharge the lien; (ii) discharging the lien through satisfaction of the underlying debt; (iii) providing title insurance insuring over any such lien; or (iv) escrowing proceeds in an amount equal to one hundred twenty-five percent (125%) of the amount of such claim while contesting such lien. As such lien is released and satisfactory evidence of such is delivered to CIB, the amount previously held in escrow with respect thereto shall be released to User. If User does not bond, discharge, insure over or escrow proceeds covering any lien within such thirty (30) day period, CIB may discharge or bond such lien, and any cost or expense, including reasonable attorneys' fees incurred by CIB as a result thereof, shall immediately be due and payable as Additional Fees hereunder.

H. Signage. All signage on the Premises shall only be installed in compliance with all Laws, including obtaining all required governmental permits and approvals. Prior to submitting any application for a governmental permit or approval for any signage, User shall provide a copy of the same to CIB.

I. Security. User acknowledges that CIB shall not have any duty to provide security for any portion of the Premises, the Garage Pedestrian Connector, the Delaware Street Tunnel, the Pedestrian Ramp or the area of and immediately surrounding the Patient Parking Spaces, and User shall be responsible for providing security with respect to the Premises, the Garage Pedestrian Connector, the Delaware Street Tunnel, the Pedestrian Ramp and the area of and immediately surrounding the Patient Parking Spaces.

J. Surrender. Upon expiration of the Term, subject to User's rights of removal and alteration under Section 8B and, in the event of a casualty or condemnation, the provisions of Section 11, User shall quit and surrender the Premises and the Offsite Improvements in good condition and state of repair given the age of improvements upon expiration, reasonable wear and tear excepted and free and clear of all liens and encumbrances from anyone claiming by, through or under User, including any Permitted Loan Documents and any Subleases but excluding any other encumbrances consented to by CIB or otherwise permitted by this Agreement and CIB shall be the sole owner of the Improvements. User and any third parties occupying the Premises shall have a period of thirty (30) days after the expiration or termination of this Agreement within which to remove or otherwise dispose of their furniture, trade fixtures, equipment and other personal property from the Premises and the Offsite Improvements, provided that all fixtures and equipment integral to or necessary to operate the Improvements shall belong to CIB and shall not be removed. The leaving of items on the Premises or the Offsite Improvements during this thirty (30) day period shall not constitute a holdover tenancy. User shall remove all trash, debris and unusable items within such thirty (30) day period.

K. Access to the Premises and Offsite Improvements. CIB, its authorized representatives, agents, employees and attorneys may, but shall be under no duty to, enter the Premises and the Offsite Improvements at reasonable times and hours upon reasonable prior written notice (except in the event of an emergency) to inspect the same and to perform CIB's obligations hereunder in accordance with the terms and conditions of this Agreement.

L. Certificate of Substantial Completion, Plans. Within thirty (30) days after the date of Substantial Completion, User shall deliver to CIB a certificate of Substantial Completion issued by the Project Architect, along with copies of the "as-built" plans for the Improvements (including CAD drawings). For purposes of this Agreement, the term "**Substantial Completion**" shall mean the stage in the progress of the initial construction of the Improvements when they are substantially complete in substantial accordance with the Plans and certified as substantially complete to CIB and User by the Project Architect, subject to completion of "punch list" items. The parties acknowledge and agree that Substantial Completion will occur notwithstanding that the fourth floor may only be 'white boxed' and not completely built out per the Plans. When used in this Agreement, the reference to "Substantially Complete" shall be given the same meaning as Substantial Completion.

9. INSURANCE

A. Liability Insurance. Throughout the Term, User shall procure and maintain, or cause to be procured and maintained, commercial general liability insurance against claims for personal injury, bodily injury, death or property damage (including product liability) (the "**Liability Insurance**") occurring upon, in or about the Premises, the Delaware Street Tunnel, the Garage Pedestrian Connector and the Pedestrian Ramp (collectively, the "**Insured Locations**"). User's responsibility with respect to the Liability Insurance can be satisfied through the procurement of any combination of primary and excess commercial general liability policies, so long as such policies are "occurrence" based policies and the aggregate coverage of the Liability Insurance is at least Fifteen Million Dollars (\$15,000,000.00). CIB shall have the right to require commercially reasonable increases in the aggregate coverage amount of the Liability Insurance from time to time, but not more than ten percent (10%) every five (5) years. CIB, MCCRFA, and their respective officers, board members, employees, agents and representatives (as their interests may appear) shall be added as additional insureds to the Liability Insurance. The coverage provided by the Liability Insurance shall be primary and noncontributory, with any and all insurance maintained by the CIB and MCCRFA to be excess of the Liability Insurance. The Liability Insurance may be furnished by User under a blanket policy. Such blanket policy shall guaranty the minimum limit available for the Insured Locations equal to the Liability Insurance amount required herein.

B. Property Insurance.

(i) Builder's Risk. Upon commencement of construction through Substantial Completion, User shall procure and maintain, or cause to be procured and maintained, property insurance written on a builder's risk "all risk" or equivalent policy form in the full amount of the initial construction cost of the Improvements on a replacement cost basis (the "**Builder's Risk Insurance**"). The Builder's Risk coverage shall be maintained until Substantial Completion has occurred and the Property Insurance, as set forth below, has been procured and is in effect.

(ii) Property Insurance. At all times during the Term after Substantial Completion, User shall procure and maintain, or cause to be procured and maintained, special form – causes of loss property insurance (or current equivalent form) upon the Improvements, the Garage Pedestrian Connector, the Pedestrian Ramp and that portion of the Delaware Street Tunnel not located on the Real Estate (as defined in the Operating Agreement) for the full replacement value thereof (excluding excavations, footings and foundations) (the "**Property Insurance**"). The Property Insurance shall provide that the same may not be materially modified or canceled without thirty (30) days' prior written notice to CIB. The insurance proceeds from the Property Insurance shall be the sole property of User, subject to the rights of Lenders and the provisions of Section 11.

C. Insurance. As used herein, the term "**Insurance**" shall mean the Liability Insurance, the Builder's Risk Insurance and the Property Insurance. The company or companies issuing such policy or policies shall be licensed to do business in Indiana and shall have an A.M. Best's rating of A- (or better). User shall deliver to CIB a Certificate or Certificates of Insurance evidencing that the required coverages, limits and terms of insurance are in effect. If one or

more of the Insurance policies expire or renew during the Term, an updated Certificate or Certificates of Insurance shall be provided by User to CIB, at least ten (10) days before the expiration or renewal of the existing policy, confirming that the required coverages, limits and terms of insurance will remain in place under either a renewal of the existing policy or the procurement of a new policy. CIB shall also have the right at any time during the Term to periodically (but not more than twice per calendar year) request that an updated Certificate or Certificates of Insurance be provided to confirm that the required coverages, limits and terms of insurance remain in effect. User shall provide such updated Certificate or Certificates to CIB within ten (10) days of receiving such request.

D. CIB's Rights. If User shall refuse or fail to procure or keep in force the Insurance, or to deliver certificates showing the existence of all of the Insurance, CIB may provide User written notice that CIB will procure the insurance at issue within ten (10) days of such notice being sent. If User does not provide proof of such insurance within ten (10) days of receipt of CIB's notice, CIB shall have the right, but not the obligation, to procure such policies of insurance; and, in such event, User shall reimburse CIB for all costs incurred by CIB in connection with the procurement of the insurance policies at issue within thirty (30) days of receipt of an invoice from CIB, together with interest thereon at the Overdue Interest Rate from the date CIB incurs such costs to the date User reimburses CIB.

E. Waiver of Subrogation. Notwithstanding anything in this Agreement to the contrary, CIB and User each, on behalf of themselves and their respective successors, legal representatives, assigns and insurers, hereby (i) waive any and all rights of recovery, claims, actions or causes of action against the other and their officers, directors, partners, shareholders, members, managers, agents, servants and employees for loss or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against by such waiving party under any insurance policy in force at the time of such loss or damage regardless of cause or origin, including negligence of the other party hereto or its respective officers, directors, partners, shareholders, members, managers, agents, servants, or employees, and (ii) covenants that no insurer under any insurance maintained by CIB or User, as applicable, shall hold any right of subrogation against such other party. If the respective insurer of CIB or User does not permit such a waiver without an appropriate endorsement to such party's insurance policy, then CIB and User each shall notify its insurer of the waiver set forth herein and to secure from such insurer an appropriate endorsement to its respective insurance policy with respect to such waiver at the cost of the party that procured such insurance.

10. DEFAULT

A. User Default. Each of the following shall be a "**User Default**" hereunder:

(i) If User fails to perform or materially comply with or observe any of the covenants, agreements, terms, or conditions contained in this Agreement and such default shall continue for a period of thirty (30) days after written notice thereof given by or on behalf of CIB to User, or in the case of a default (other than a payment default) which cannot, with reasonable diligence, be cured within such period of thirty (30) days, User fails to commence to cure the same within such thirty (30) day period or thereafter fails to prosecute such cure with due diligence; it being intended that if a default cannot be cured

with the exercise of reasonable diligence within thirty (30) days, then User's cure period shall be extended for such period as may be reasonably necessary to cure such default and no User Default shall exist so long as User is diligently pursuing such cure; provided that should CIB suffer any Damages related to such default during such cure period, CIB shall be entitled to recover such Damages from User;

(ii) If User or FBLLC files a voluntary petition in bankruptcy; any involuntary petition is filed in bankruptcy, and the petition is not dismissed within sixty (60) days after the filing; any adjudication is made that User or FBLLC is bankrupt; User or FBLLC requests or consents to the appointment of a receiver or trustee for the business of User or FBLLC or its respective assets; a receiver or trustee for the business of User or FBLLC or its respective assets is appointed and the appointment is not set aside within sixty (60) days after being made; or the making by User of a general assignment for the benefit of creditors.

B. CIB's Remedies.

(i) For a User Default under 10A(i) that involves the failure pay Fees or the failure to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Agreement that can be cured by the payment of money, CIB's sole and exclusive remedy shall be to bring suit for the collection of any amounts owed by User and CIB's expenses of enforcement, including reasonable attorneys' fees. If User fails to pay the amount of any judgment in favor of CIB within fifteen (15) days of the date the same becomes final and non-appealable, then CIB may:

(a) repossess the Premises and terminate User's easement rights with respect to the Offsite Improvements, without terminating this Agreement by suitable action or proceeding at law and let the Premises on reasonable terms and using commercially reasonable efforts to mitigate such damages and receive the rent therefor and User shall pay to CIB the deficiency that may arise by reason of any such letting, after payment of the costs of any such letting, should a deficiency exist; and/or

(b) terminate this Agreement, repossess the Premises by suitable action or proceeding at law and recover from User as damages all unpaid Fees and other charges due under this Agreement which were due and payable prior to termination; and/or

(c) exercise any other rights and remedies available to CIB at law or in equity, including the right to seek specific performance of User's obligations hereunder, to enjoin any act or action of User which contravenes User's covenants and agreements hereunder, to seek damages from User and to recover CIB's expenses of enforcement, including reasonable attorneys' fees.

(ii) For a User Default under Section 10(A)(i) that involves the failure to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Agreement other than the payment of Fees or that cannot be cured by the payment

of money, CIB shall have the right to exercise any rights and remedies available to CIB at law or in equity, excluding any right to terminate this Agreement or repossess the Premises but including the right to (a) seek specific performance of User's obligations hereunder, (b) enjoin any act or action of User which contravenes User's covenants and agreements hereunder, (c) seek damages from User, (d) perform any obligation (but not any obligation concerning the building on the Premises or required to be performed within the building) that User has failed to perform and recover and offset against amounts payable to User hereunder the amount incurred by CIB in connection with such performance plus interest at the Overdue Interest Rate from the time incurred until paid in full by User, and (e) recover and offset against amounts payable to User hereunder CIB's expenses of enforcement, including reasonable attorneys' fees; provided that if CIB obtains a judgment against User for damages and/or expenses of enforcement arising from such User Default and User fails to pay the amount of any such judgment within fifteen (15) days of the date the same becomes final and non-appealable, then CIB may exercise any of the remedies set forth in Sections 10B(i)(a) or (b).

(iii) For a User Default under Section 10A(ii), CIB shall have the right to exercise any rights and remedies available to CIB at law or in equity.

Pursuit of any of the foregoing remedies shall not constitute a forfeiture or waiver of any damages accruing to CIB by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance or failure by CIB to enforce one or more of the remedies herein provided upon a User Default shall not be deemed or construed to constitute a waiver of such default. CIB agrees to provide any Lenders with notice and an opportunity to cure a User Default prior to CIB's exercise of any remedies set forth in this Section 10B as further provided in Section 15.

C. CIB's Default. It shall be a "**CIB Default**" hereunder if CIB fails to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Agreement and such default shall continue for a period of thirty (30) days after written notice thereof given by or on behalf of User to CIB, or in the case of a default which cannot, with reasonable diligence, be cured within such period of thirty (30) days, CIB fails to commence to cure the same within such thirty (30) day period or thereafter fails to prosecute such cure with due diligence (it being intended that if a default cannot be cured with the exercise of reasonable diligence within thirty (30) days, then CIB's cure period shall be extended for such period as may be reasonably necessary to cure such default and CIB shall not be considered in default so long as CIB is diligently pursuing such cure; provided that should User suffer any Damages related to such default during CIB's cure period, User shall be entitled to recover such Damages from CIB). Upon the occurrence of a CIB Default, User shall have, in addition to all rights and remedies set forth elsewhere in this Agreement or otherwise available to User at law or in equity, the right to: (i) seek specific performance of CIB's obligations hereunder; (ii) enjoin any act or action of CIB which contravenes CIB's covenants and agreements hereunder; (iii) seek damages from CIB; (iv) perform any obligation that CIB has failed to perform and offset against Fees the amount incurred by User in connection with such performance plus interest at the Overdue Interest Rate from the time incurred until paid in full by CIB; and (v) recover and offset against Fees User's expenses of enforcement, including reasonable attorneys' fees.

11. CASUALTY AND CONDEMNATION

A. Casualty.

(i) If all or any portion of the New Improvements, the Delaware Street Tunnel or the Garage Pedestrian Connector shall be damaged or destroyed by fire or other casualty, User shall, as promptly as possible after User has knowledge of such damage or destruction, notify CIB thereof, and User shall have the option, to be exercised by written notice to CIB within one hundred twenty (120) days after such event, to either (a) promptly repair or restore the New Improvements, the Delaware Street Tunnel and the Garage Pedestrian Connector (or such substituted New Improvements as User may elect, in its reasonable discretion, to replace such damaged or destroyed New Improvements (subject to the provisions of Section 8B to the extent of additions, alterations, demolitions and reconstructions to and of the New Improvements) or (b) within one (1) year of such event remove all destroyed or partially damaged New Improvements, restore the Land to paved and striped parking lot, remove the Garage Pedestrian Connector, if elected by the CIB, properly seal the Delaware Street Tunnel and restore the Parking Garage at the connection point to the Garage Pedestrian Connector to substantially its condition prior to such connection, properly cap and decommission all utility and sewer facilities installed by User within the Vehicular Ramp and terminate this Agreement and surrender the Premises to CIB, in which case, the casualty insurance proceeds shall be applied as follows:

(1) first, to the payment of the outstanding principal balances, interest and fees secured by all Permitted Loan Documents;

(2) next, to the cost of tearing down and removing all destroyed or partially damaged Improvements, restoring the Land as required above in this Section A(ii); and

(3) finally, the remaining balance shall be paid to User.

(ii) If all or any portion of the Pedestrian Ramp shall be damaged or destroyed by fire or other casualty, User shall, as promptly as possible after User has knowledge of such damage or destruction, notify CIB thereof, and User shall promptly repair or restore the Pedestrian Ramp.

B. Condemnation. If the whole of the Premises shall be taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase by any public authority in lieu of the exercise of the right of eminent domain (each a "**Condemnation Proceeding**"), this Agreement shall terminate on the date when possession shall be taken thereunder of the Premises or part thereof and all Fees shall be prorated to such date. If only a material part of the Premises is taken by a Condemnation Proceeding, then User shall have the right to terminate this Agreement. If User elects to terminate this Agreement, this Agreement shall terminate on the date when possession shall be taken under the Condemnation Proceeding, all Fees shall be prorated to such date and User shall remove the New Improvements, restore the Land not taken to paved and striped parking lot (but only if CIB desires to use the remaining

Land as a commercial parking lot and such use is commercially reasonable), remove the Garage Pedestrian Connector and restore the Parking Garage at the connection point to the Garage Pedestrian Connector to substantially its condition prior to such connection, all within a reasonable time of the such date. If only a part of the Premises is taken by a Condemnation Proceeding and User does not elect to terminate this Agreement, User shall proceed with reasonable speed and care to repair any Improvements on the remaining Land and this Agreement shall remain unaffected. In case of a Condemnation Proceeding, the award allocated to the underlying fee simple title to the Land considered as vacant and unimproved land shall belong to CIB and the award for loss of business, the taking of User's trade fixtures, equipment and other personal property, the value of the Improvements, the value of User's Interest, relocation expenses and any other damages shall belong to User. CIB agrees that it will not itself exercise the right of eminent domain to acquire the Improvements or any part thereof and will not seek or encourage another Regulatory Authority to exercise any right of eminent domain to acquire the Premises or any part thereof.

12. QUIET ENJOYMENT

Except as otherwise expressly provided herein, User shall have exclusive possession and control of the Premises, the Delaware Street Tunnel and the Garage Pedestrian Connector during the Term, subject to the Permitted Encumbrances. CIB covenants, warrants and represents that, so long as no User Default is continuing that would permit CIB to terminate this Agreement and/or repossess the Premises and the Offsite Improvements under Section 10B, User and all Subtenants shall peacefully and quietly have, hold and enjoy said Premises for the Term without disturbance or molestation herein from CIB or anyone claiming by, through or under CIB and with all the rights and privileges and for the uses herein provided, including its easement and rights with respect to the Vehicular Ramp, the Delaware Street Tunnel, the Garage Pedestrian Connector and the Garage Spaces. Except as provided in Section 24, CIB shall not (i) encumber the Premises, or any portion thereof, by lease, easement or otherwise or amend any existing easements, covenants, restrictions or other matters of record affecting the Premises or any portion thereof, including the LaRosa Easement, without User's prior written consent, or (ii) permit any liens to be filed against the Premises by anyone claiming by, through or under CIB.

13. FORCE MAJEURE

The term "**Force Majeure**" shall mean strikes, lockouts, unusual weather, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty, or a Regulatory Authority failing to grant or revoking a Governmental Approval that is required to construct the Project. If a party is unable to perform an obligation due to Force Majeure, then that party shall be excused from performance for the period of the Force Majeure event. Any obligation which can be satisfied by the payment of money, including Fees, shall not be subject to or excused by Force Majeure. Any party claiming any event of Force Majeure shall notify the other party of such even on or before thirty (30) days after the occurrence thereof.

14. RECORDING

This Agreement shall not be recorded; however, to establish User's rights under this Agreement and the priority of this Agreement of record, CIB and User shall execute and acknowledge a short form memorandum of this Agreement in the form attached hereto as Exhibit H (the "**Memorandum**"), which shall be recorded in the Office of the Recorder of Marion County, Indiana promptly following the Effective Date, and upon the request of either party following an amendment of this Agreement, and amendment to such Memorandum. If there is a discrepancy between the provisions of the Memorandum or any amendment thereto and this Agreement, the provisions of this Agreement, and any amendments thereto, shall prevail. Recordation of the Memorandum shall be at the expense of User and any amendment at the expense of the party requesting the same.

15. USER'S LENDERS

A. Permitted Loan Documents/Lenders. "**Permitted Loan Documents**" means collectively any collateral security instruments (including financing statements, security agreements and other documentation required pursuant to the Indiana Uniform Commercial Code, and any absolute or conditional assignments of rents and subleases) given to a Bona Fide Lender (as defined below) and serving as security for one or more construction loans, permanent loans, mezzanine loans and/or other subordinate debt (otherwise permitted to be incurred hereunder) which User may grant that encumbers User's Interest, as defined in Section 15B, or User's fixtures, together with any modification, substitution, amendment, extension, increase, refinancing, replacement or recasting (otherwise permitted to be incurred hereunder) thereof; provided, however, in no event shall any such Permitted Loan Documents encumber CIB's fee simple title to the Land or cause CIB to become obligated thereunder. "**Bona Fide Lender**" shall be any bank, insurance company, pension fund or other individual, corporation, partnership or other entity which is making a bona fide loan. "**Lender**" means any one or more holders of the beneficial interest and secured position under any Permitted Loan Document.

B. Encumbrance of User's Interest. Subject to the terms and conditions of this Section 15, User shall have the right to encumber User's interest in this Agreement and the Premises or any permitted lease of the Premises (collectively, "**User's Interest**") pursuant to one or more Permitted Loan Documents. CIB and User agree that CIB's fee title to the Land shall not be subordinate to any interest of a Lender. User shall, following its receipt of any notice of any event of default and/or subsequent acceleration of the maturity of any Loan secured by a Permitted Loan Document from a Lender, promptly deliver a true and correct copy thereof to CIB.

C. Lender Protections. Provided that any Lender provides CIB with its name and address, CIB hereby covenants and agrees to faithfully perform and comply with the following provisions:

(i) No Modification. Except as provided herein, no action by User or CIB to materially modify the terms of this Agreement or the provisions of this Section shall be binding upon Lender without its prior written consent.

(ii) Notices. If CIB shall give any notice of a User Default (a "**Notice**"), to User hereunder, CIB shall simultaneously give a copy of such Notice to the Lender at the address theretofore designated by it. Such copies of Notices shall be sent by CIB as provided in this Agreement. No Notice given by CIB to User shall be binding upon or affect said Lender unless a copy of said Notice shall be given to Lender pursuant to this Section 15. In the case of an assignment of the Permitted Loan Documents or change in address of such Lender, said assignee or Lender, by written notice to CIB, may change the address to which such copies of Notices are to be sent. CIB shall not be bound to recognize any assignment of the Permitted Loan Documents unless and until CIB shall be given written notice thereof that contains the name and address of the assignee. Thereafter, such assignee shall be deemed to be the Lender hereunder with respect to the Permitted Loan Documents being assigned. If the Permitted Loan Documents are held by more than one person, corporation or other entity, no provision of this Agreement requiring CIB to give Notices or copies thereof to said Lender shall be binding upon CIB unless and until all of said holders shall designate in writing one of their number to receive all such Notices and copies thereof.

(iii) Performance of Covenants. The Lender shall have the right to perform any term, covenant or condition and to remedy any default by User hereunder within the time periods specified herein, and CIB shall accept such performance with the same force and effect as if furnished by User; provided, however, that said Lender shall not thereby or hereby be subrogated to the rights of CIB.

(iv) Delegation to Lender. User may delegate irrevocably to the Lender the non-exclusive authority to exercise any or all of User's rights (but not obligations) hereunder, but no such delegation shall be binding upon CIB unless and until either User or the Lender shall give to CIB a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of a Permitted Loan Document itself, in which case service upon CIB of an executed counterpart or conformed copy of such Permitted Loan Document in accordance with this Section 15, together with written notice specifying the provisions therein which delegate such authority to said Lender, shall be sufficient to give CIB notice of such delegation.

(v) User Default. In the event of a failure by User to pay any monetary obligation hereunder that would permit CIB to terminate this Agreement, CIB agrees not to terminate this Agreement unless and until CIB provides Notice of such failure to any Lender and such Lender fails to cure such pay such monetary obligation within thirty (30) days following delivery of such Notice. In the event of a User Default of a non-monetary nature that would permit CIB to terminate this Agreement, CIB agrees not to terminate this Agreement unless and until CIB provides Notice of such User Default to any Lender and such Lender fails to cure such User Default within sixty (60) days following the delivery of such Notice; provided, however, if such User Default cannot practicably be cured by the Lender without taking possession of the Premises (it being understood that non-payment of Fees or any other monetary obligation of User can be cured without taking possession), or if such User Default is not susceptible of being cured by the Lender (including a User Default under Section 10A(ii)), then CIB shall not terminate this Agreement if and as long as said Lender has a right under the Permitted Loan Documents

to obtain possession of the Premises and proceeds diligently to obtain possession of the Premises (including possession by receiver) and, in the case of a User Default which cannot practicably be cured by the Lender without taking possession of the Premises, (1) the Lender has delivered to CIB within sixty (60) days following the delivery of CIB's Notice, a written undertaking wherein the Lender agrees that it will cure such User Default upon obtaining possession, and (2) upon obtaining such possession (directly or through a receiver), shall commence to cure such User Default within thirty (30) days and prosecute such cure to completion with diligence in accordance with said undertaking. The Lender shall not be required to obtain possession or to continue in possession of the Premises if and when such User Default shall be cured. Nothing herein shall preclude CIB from exercising any of its rights or remedies with respect to any other User Default during any period of such forbearance, but in such event the Lender shall have all of its rights provided for herein. If the Lender or its designee shall succeed to User's Interest hereunder and shall cure all User Defaults which are susceptible of being cured by the Lender or by such designee, as the case may be, then prior User Defaults which are not susceptible to being cured by the Lender or by said designee shall not longer be deemed User Defaults hereunder. If a Lender fails to furnish any notice of its election to proceed with this Section 15C(v) within the respective time periods specified herein or thereafter fails to prosecute the cure of such User Default as required herein, then CIB may terminate this Agreement.

(vi) Sale. Any sale under the Permitted Loan Documents, whether by judicial proceedings or by virtue of any legally authorized power contained in the Permitted Loan Documents, or any assignment of User's Interest from User to any Lender, its designee, any purchaser of Lender's interest through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof shall not require the consent of CIB or constitute a breach of any provision of or a default under this Agreement, and upon such foreclosure, sale or assignment CIB shall recognize the Lender, such designee or any purchaser of Lender's interest as User hereunder, but subject to all of CIB's rights hereunder, including the Purchase Option and the Occupancy Option. If any Lender, its designee, purchaser of Lender's interest or other third party shall acquire User's Interest as a result of a judicial or non-judicial foreclosure under any Permitted Loan Document, or by means of an assignment in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action or other appropriate proceedings in the nature thereof, such Lender, its designee, purchaser of Lender's interest or such other third party purchaser shall thereafter have the right to further assign or transfer User's Interest to an assignee without obtaining CIB's consent with respect thereto, subject to all of the other provisions of this Section 15. Upon such acquisition of User's Interest as described in the preceding sentence by Lender, its designee or purchaser of Lender's interest, CIB shall promptly execute and deliver a new agreement to such Lender, designee or purchaser of Lender's interest, upon the written request therefor by such party given not later than one hundred twenty (120) days after such party's acquisition of User's Interest. Such new agreement shall be substantially similar in form and content to the provisions of this Agreement, except with respect to the parties thereto, the term thereof (which shall be co-extensive with the remaining Term hereof (not including the Extension Option, which shall be null and void to the extent then unexercised) and the elimination of any

requirements that have been fulfilled by CIB or User prior thereto, and such new agreement shall have priority equal to the priority of this Agreement. User hereby waives any claims against CIB for providing such new agreement in accordance with this Section 15C(vi).

(vii) Lender Loss Payable. CIB agrees that the names of each Lender shall be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by User under this Agreement on condition that the insurance proceeds are to be applied in the manner specified herein.

(viii) No Obligation to Cure. Nothing herein contained shall require any Lender to enter into a new agreement pursuant to Section 15C(vi) above or to cure any default by User referred to above.

(ix) Limited Liability. In the event any Lender or its designee becomes the user under this Agreement or under any new agreement obtained pursuant to Section 15C(vi) above, the Lender or its designee shall be personally liable for the obligations of User under this Agreement or a new agreement only for the period of time that the Lender or its designee remains the actual beneficial holder of User's Interest, and only to the extent provided in this Agreement or such new agreement.

(x) Insurance Proceeds. The proceeds from any insurance policies or arising from a condemnation shall be paid and distributed as provided in this Agreement.

(xi) Material Proceedings. Any Lender shall have the right to intervene in any material arbitration, litigation, or condemnation proceedings, or of any pending adjustment of material insurance claims as each may relate to the Premises therein. The parties hereto do hereby consent to such intervention.

(xii) Separate Agreement. CIB shall, upon request, execute, acknowledge and deliver to each Lender, an agreement prepared at the sole cost and expense of User, in form satisfactory to each Lender, between CIB, User and the Lender, agreeing to all of the provisions of this Section 15. User shall also reimburse CIB for its reasonable attorneys' fees incurred in connection with the negotiation of such agreement.

(xiii) Further Amendments. CIB and User hereby agree to cooperate in including in this Agreement by suitable amendment from time to time any provision which may reasonably be requested by any proposed Lender for the purpose of implementing the Lender protection provisions contained in this Agreement and allowing such Lender reasonable means to protect or preserve its collateral under the Permitted Loan Documents. CIB and User each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effectuate any such amendment as well as such other documents containing terms and provisions customarily required by lenders in connection with any such financing; provided, however, that any such amendment shall not in any way affect the Term or Fees payable under this Agreement, nor otherwise in any material respect adversely affect any rights or obligations of CIB under this Agreement.

D. Subtenant Lenders. CIB agrees that the lender protection provisions of this Section 15 are intended to benefit not only User's lenders, but also the lenders of any Subtenant. CIB shall, within fifteen (15) days of User's request, execute, acknowledge and deliver to the lender of any Subtenant an agreement in form satisfactory to such lender and prepared at no cost to CIB extending similar benefits to such lender as are set forth in this Section 15 and as the same would apply if CIB succeeded to the interest of the lessor under such Subtenant's lease or if the Agreement and/or any such prior lease were terminated.

16. NOTICES

Any notices under this Agreement shall be personally delivered, delivered by the deposit thereof in the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, or delivered by overnight courier service to the party at the address listed below or at another address hereafter designated by notice given in accordance with this Section 16. Any such notice shall be deemed to have been delivered, effective and given upon personal delivery or deposit with an overnight courier service or deposit with the United States Postal Service:

If to User: Pacers Training Center, Inc.
125 South Pennsylvania Street
Indianapolis, IN 46204
Attention: President

With a copy to: Pacers Training Center, Inc.
125 South Pennsylvania Street
Indianapolis, IN 46204
Attention: General Counsel

And a copy to: Matthew G. DeLaruelle
Ice Miller LLP
One American Square
Suite 2900
Indianapolis, Indiana 46282-0002

If to CIB: Mr. Augustus Levengood
Executive Director
Indiana Convention Center
100 S. Capitol Avenue
Indianapolis, Indiana 46225

With a copy to: Capital Improvement Board of Managers of Marion County, Indiana
100 S. Capitol Avenue
Indianapolis, Indiana 46225
Attention: President

And a copy to: David Prechtel, Esq.
Bingham Greenebaum Doll LLP
2700 Market Tower

10 W. Market Street
Indianapolis, Indiana 46204

17. RIGHT OF FIRST OFFER/RIGHT OF FIRST REFUSAL

A. Right of First Offer. User shall have a right of first offer with respect to CIB's interest in the Premises (the "**Right of First Offer**"). If CIB desires to sell, lease, assign, transfer or otherwise convey any interest in the Premises or any portion thereof, then CIB shall deliver written notice to User setting forth the terms and conditions for which the Premises or any portion thereof is available (the "**Notice of Offer**"). User shall have a period of sixty (60) days following receipt of the Notice of Offer to exclusively negotiate with CIB regarding such interest.

B. Right of First Refusal to Purchase the Premises. CIB hereby grants to User, independent of and in addition to the Right of First Offer, a right of first refusal with respect to CIB's interest in the Premises on the terms and conditions contained in this Section 17B (the "**Right of First Refusal**"). User may exercise the Right of First refusal (i) when and if CIB has received a bona fide offer to purchase, assign, transfer or otherwise convey the Land or any portion thereof from a bona fide third party that it desires to accept (a "**Third Party Offer**"), or (ii) when and if the Land or any portion thereof is made available for purchase, assignment, transfer or other conveyance at a stated price and terms. Upon the occurrence of either (i) or (ii), CIB shall immediately provide notice to User and include with such notice a true, correct and complete copy of the Third Party Offer or the terms and conditions for which the Land or portion thereof is available, as applicable (the terms and conditions of such Third Party Offer or the terms and conditions for which the Land or portion thereof is made available being referred to herein as the "**Terms and Conditions**"). The Terms and Conditions shall not include any provision inserted in bad faith or in an attempt to circumvent the purpose of the Right of First Refusal, including without limitation any provision that would have a disparate economic impact to User as compared to the third party purchaser. User shall have thirty (30) days following receipt of such notice and the Terms and Conditions to provide notice to CIB of User's decision as to whether it elects to exercise the Right of First Refusal. If User exercises the Right of First Refusal, the parties shall execute a purchase agreement containing the Terms and Conditions and, to the extent not in conflict with the Terms and Conditions, the provisions provided for in Section 17C (the "**Contract**"), provided that, if the Terms and Conditions include, as part of the consideration for the Land or portion thereof any non-cash or non-monetary consideration (e.g., services, personal property or other real property), User shall be entitled to substitute therefor cash in an amount equal to the fair market value of such services or property. In the absence of such Contract, the purchase and sale of the Land or portion thereof shall be specifically enforceable upon the exercise of the Right of First Refusal, in accordance with the applicable terms and conditions of this Section 17, including Section 17C. If, after notice of the receipt of a Third Party Offer from CIB, User fails to timely exercise the Right of First Refusal, CIB shall have ninety (90) days after such failure to consummate the sale, assignment, transfer or other conveyance contemplated by the Third Party Offer on the same terms and conditions of such Third Party Offer. If the sale, assignment, transfer or other conveyance contemplated by the Third Party Offer is not so consummated within such ninety (90) day period, the Right of First Refusal shall continue in full force and effect and any sale, assignment, transfer or other

conveyance shall not be consummated without again complying with all of the terms and conditions of this Section 17.

C. Right of First Refusal Closing. Within ninety (90) days following the exercise of the Right of First Refusal, the parties shall close the purchase and sale of the Land or portion thereof through an escrow closing (the "**Closing**") with a nationally recognized title company, designated by User (the "**Title Company**"). At or before the Closing, CIB shall deliver the following documents to the Title Company: (a) a limited warranty deed in recordable form conveying fee simple title to Land or portion thereof to User or its designee, subject only to taxes not yet due and payable, matters of record as of the Effective Date and other matters approved by User, (b) a seller's/vendor's affidavit, 'gap' indemnity and or any other documents sufficient for the Title Company to delete the so called 'standard exceptions' (other than the standard survey exception) from User's owner's policy of title insurance, (c) a closing statement, and (d) all other documentation which may be reasonably requested by the Title Company or User to consummate the Closing. CIB shall pay all deed transfer/conveyance taxes and the cost of User's owner's policy of title insurance. It shall be a condition of User's obligation to purchase the Land or portion thereof that the Title Company issue an owner's policy of title insurance insuring fee simple title to the Land or portion thereof in favor of User (or its designee) at Closing, subject only to matters acceptable to User.

18. INDEMNITY

A. User shall indemnify, defend and hold all CIB Indemnified Parties (as defined herein) harmless from and against all claims, losses, liabilities, costs, damages and expenses (including reasonable attorneys', consultants' and expert fees actually incurred) (collectively, "**Damages**") arising out of or attributable to: (i) the negligence or willful misconduct of User; (ii) the construction, maintenance, repair and/or replacement of the Improvements by User or any party by, through or under User (including any quantum meruit and similar claims), except to the extent the means, methods, manner, design, safety precautions, materials or specifications of such construction, maintenance, repair or replacement are dictated by CIB and User notifies CIB that it is undertaking such activities pursuant to the express direction of CIB; (iii) any personal or bodily injury (including death) or damage to property which occurs on the Premises, the Garage Pedestrian Connector or the Pedestrian Ramp during the Term; (iv) any violation of an Environmental Law at the Premises or upon the Parking Garage during the Term by User, a Subtenant or any of their respective employees, agents or contractors (each a "**User Party**") or any Environmental Claim arising through the act or omission of a User Party during the Term at the Premises or the Parking Garage; (v) any other violation of Law at the Premises or upon the Parking Garage during the Term by a User Party; (vi) any use, occupancy or possession of the Parking Spaces or the Vehicular Ramp during the Term by User or any party by, through or under User; (vii) any use, occupancy or possession of the Premises during the Term by a User Party; (viii) any claim made by the grantee under the LaRosa Easement caused by an act or an omission of a User Party during the Term; (ix) any claim made by the grantee under the CSX Easement caused by an act or omission of a User Party during the Term; and (xi) any claim made by Develop Indy or its successor or assigns under the Delaware Street Tunnel Agreement caused by an act or omission of a User Party during the Term; in each case except to the extent caused by any act or omission of CIB, or its employees, agents, contractors or invitees (each a "**CIB Party**") or a CIB Indemnified Party. For purposes of this Agreement, the term "**CIB**

Indemnified Parties" shall mean and refer to CIB, MCCRFA and their respective officers, directors and board members.

B. CIB shall indemnify, defend and hold the User Indemnified Parties harmless from and against all Damages arising out of or attributable to: (i) the negligence or willful misconduct of CIB; (ii) any personal or bodily injury (including death) or damage to property which occurs in or about the Premises, the Garage Pedestrian Connector or the Pedestrian Ramp resulting from any act or omission of a CIB Party; (iii) any use, occupancy or possession of the Parking Garage or the Vehicular Ramp by persons or entities other than User or any party by, through or under User; (iv) any violation of an Environmental Law at the Premises or upon the Parking Garage during the Term by a CIB Party or any Environmental Claim arising through the act or omission of a CIB Party during the Term at the Premises or the Parking Garage; (v) any other violation of Law at the Premises or upon the Parking Garage during the Term by a CIB Party; (vi) any claim made by the grantee under the LaRosa Easement caused by an act or an omission of a CIB Party during the Term; (vii) any claim made by the grantee under the CSX Easement caused by an act or omission of a CIB Party during the Term; (viii) any claim made by Develop Indy or its successor or assigns under the Delaware Street Tunnel Agreement caused by an act or omission of a CIB Party during the Term; in each case except to the extent caused by any act or omission of a User Party or a User Indemnified Party. "**User Indemnified Parties**" shall mean and refer to User, FBLLC, PBLLC and their respective officers, shareholders, directors, members and managers.

C. The provisions of this Section 18 shall survive the expiration or termination of this Agreement.

19. BROKERS

Each party hereby certifies, represents and warrants to the other than no real estate broker or agent has been retained by it in connection with this Agreement. Each party shall indemnify, defend and hold the other party harmless from and against any Damages relating to any real estate commissions due as a result of actions by the indemnifying party. The provisions of this Section 19 shall survive the expiration or termination of this Agreement.

20. ASSIGNMENT AND LEASING

Except as otherwise permitted by this Section 20 or in connection with Permitted Loan Documents, User shall not assign, transfer or otherwise convey its interest in this Agreement, in whole or in part, without the prior written consent of CIB, which may be withheld in CIB's sole discretion, provided that User may assign this Agreement to a permitted assignee of the Operating Agreement without CIB's consent. CIB acknowledges that (i) initially User intends to grant a sub-use agreement for the Premises to FBLLC, (ii) FBLLC intends to lease the Premises to PBLLC, and (iii) PBLLC intends to further sublease portions of the Premises to third parties in order to effectuate the Permitted Use. FBLLC, PBLLC and any subtenant of all or any portion of the Premises (whether pursuant to an agreement with User, FBLLC or PBLLC or pursuant to a lease or sublease with a prior subtenant, i.e. a subtenant, a sub-subtenant, a sub-sub-subtenant, etc.) is referred to herein as a "**Subtenant**". A Subtenant of the entirety of the Premises is referred to herein as a "**Permitted Sublessee**". A Subtenant of only a portion of the Premises is

referred to herein as a "**Space Tenant**". User shall have the right to grant sub-use agreements and/or leases (collectively referred to herein as a "**Sublease**") with respect to the Premises or any portion thereof to Subtenants without CIB's consent, provided that (a) User shall remain responsible for all of User's obligations herein; (b) any Sublease with a Permitted Sublessee shall be subject to all of CIB's rights under this Agreement, including the Purchase Option and the Occupancy Option; (c) any Sublease with a Space Tenant shall not be inconsistent with any of CIB's rights under this Agreement; and (d) any Sublease shall require the Subtenant thereunder to attorn to CIB in the event CIB succeeds to the interest of the granting party thereunder. Notwithstanding anything to the contrary herein, CIB shall recognize and not disturb any Subtenant upon the early termination (but not the normal expiration date) of this Agreement or any Sublease prior in the chain of title to such Subtenant's Sublease, provided that (i) CIB shall not have any obligation to provide capital improvements or any other improvements to the Premises or pay any leasing commissions, (ii) after notice from CIB of any such termination, such Subtenant pays to CIB all rental and other payments payable to the sublandlord under such Subtenant's Sublease, (iii) CIB shall not be bound by the payment of rent by such Subtenant for more than one (1) month in advance, (iv) CIB shall have no obligation to return or account for a security deposit except to the extent the funds relating to such security deposit are actually transferred to CIB, and (v) subject to the lender protection provisions in favor of any lender of a Subtenant, CIB shall have the right to exercise any remedy of the sublandlord under the Subtenant's Sublease for a default by such Subtenant thereunder beyond any applicable cure period. Upon User's request, CIB shall execute a non-disturbance agreement setting forth the recognition provisions of this Section 20 for the benefit of any Subtenant. For the avoidance of doubt, any obligation or requirement of User hereunder shall be deemed to be performed and satisfied if User causes a Subtenant to perform or satisfy such obligation or requirement pursuant to the terms and conditions of this Agreement and its Sublease, notwithstanding that such performance or satisfaction was not made by User, but rather a third party; provided, however, no such delegation of performance or satisfaction by a Subtenant shall be deemed to relieve User of its obligations or requirements hereunder.

21. HAZARDOUS SUBSTANCES

A. As used in this Agreement, the term "**Environmental Laws**" shall mean all federal, state and local statutes, ordinances, regulations and rules concerning or relating to the protection of health and the environment.

B. As used in this Agreement, the term "**Hazardous Substance**" shall mean any substance regulated under any Environmental Law, including any substance which is: (a) petroleum or petroleum products; (b) asbestos in any form; (c) urea formaldehyde foam insulation; (d) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) in excess of 50 parts per million; (e) radon gas; (f) lead paint; (g) mold; (h) any substance deemed hazardous or toxic, or required to be disclosed, reported, treated, removed, disposed of or cleaned up by any applicable Environmental Law; (i) any chemicals, materials or substances defined as or included in the definitions of "hazardous substances," "hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or words of similar import, under any applicable Environmental Law or rule of common law; and (j) any other substance or material to which exposure is prohibited, limited or regulated by any federal state or local authority, or which, even if not so regulated, is known to

pose a hazard to the health and safety of the occupants of the Premises or of any property adjacent to the Premises.

C. User shall not manufacture, use, store, generate, treat or dispose of in, at, on or about the Premises any Hazardous Substance, or knowingly permit the same, except in connection with the Permitted Use and in material compliance with all applicable Environmental Laws. If User receives any (a) claim, demand, investigation, enforcement, notice of violation, response, removal, remedial or other governmental or regulatory action instituted or threatened against CIB or the Premises pursuant to any Environmental Law; (b) any claim, demand, suit or action made or threatened by any person against CIB or the Premises relating to any form of damage, loss or injury resulting from, or claimed to result from, any Hazardous Substances on, about, beneath or arising from the Premises or any alleged violation of any Environmental Law; or (c) any communication to or from any governmental or regulatory agency arising out of or in connection with Hazardous Substances on, about, beneath, arising from or generated at the Premises, including any notice of violation, citation, complaint, order, directive, request for information or response thereto, notice letter, demand letter or compliance schedule (each, an "**Environmental Claim**"), User shall promptly give CIB notice of the same. User shall also promptly advise CIB of the discovery of any Hazardous Substances on, about, beneath, or arising from the Premises or the discovery of any condition on, about, beneath, or arising from the Premises which might give rise to liability, the imposition of a statutory lien or require response, removal or remedial action under any Environmental Law.

D. User shall accept the Land and the Existing Improvements in their "AS-IS" condition without any representations or warranties from CIB except as expressly provided herein. Notwithstanding anything to the contrary in this Agreement, however, User shall not be deemed to have assumed any Damages for environmental or other conditions of or relating to the Land or the Existing Improvements that are in existence prior to the Effective Date, whether or not discovered or discoverable, and/or violations of any Laws resulting from or relating to such conditions (collectively, the "**Pre-Existing Conditions**"), except to the extent exacerbated by the negligence or intentional misconduct of User or its contractors or their respective employees. If, during its construction of the New Improvements, User encounters any environmental condition that was in existence prior to the Effective Date that triggers any reporting requirement under any Environmental Law, User shall promptly give written notice to CIB and the parties agree to expeditiously meet to discuss the same. Except as otherwise expressly provided in this Agreement: (a) User has full responsibility for the condition, alteration, maintenance, management, repair and replacement of the Premises; (b) CIB has no obligation whatsoever to perform any work or make any repairs with respect to the Premises, to furnish any services with respect to the Premises, or to incur any expenses with respect to the Premises; and (c) CIB has no responsibility with respect to the condition of the Premises.

22. EXCULPATION

A. Notwithstanding anything contained herein to the contrary, (i) User agrees that, no officer, director, manager, board member, agent or employee in or of CIB or of MCCRFA, or of any successor or assign of either of them, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against CIB or MCCRFA, in any capacity whatsoever, for the payment of any sum or sums due or to

become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 22 shall relieve any person or entity for liability or damages from fraud; and (ii) in the event of a default hereunder by CIB, enforcement of the liability of CIB, including any judgment against CIB by reason of such default, shall be limited and restricted to CIB's estate in the Premises and the Parking Garage and the rents, issues and profits received by CIB therefrom, including proceeds from sale, condemnation or casualty, provided that enforcement of any indemnification obligation of CIB hereunder shall not be so limited and restricted.

B. Notwithstanding anything in this Agreement to the contrary, (i) CIB agrees that, no officer, employee, shareholder, director, manager or member in or of User or FBLLC or of any of their respective successors or assigns, shall have any personal liability whatsoever hereunder, or for or with respect to any claim, judgment, decree, court order or otherwise against User or FBLLC, in any capacity whatsoever, for the payment of any sum or sums due or to become due hereunder, or for the performance of any obligations or things to be performed hereunder, and, if legal proceedings are instituted to enforce any of the obligations created hereunder, or for the performance of any other acts or obligations required hereunder, then any order, judgment or decree rendered shall not be enforceable against any such person or entity described above; provided that nothing in this Section 22 shall relieve any person or entity for liability or damages from fraud, and (ii) in the event of a default hereunder by User, enforcement of the liability of User, including any judgment against User by reason of such default, shall be limited and restricted to User's Interest and any uncollected rents, issues and profits therefrom which are unpaid and not yet due and payable at the time of the judgment or other liability sought to be enforced against User shall have been obtained, provided that enforcement of any indemnification obligation of CIB hereunder shall not be so limited and restricted.

23. ESTOPPEL CERTIFICATES

Either party shall, without charge, at any time and from time to time hereafter, within thirty (30) days after the written request of the other, certify by written instrument duly executed and acknowledged to any Lender, Subtenant or assignee of User or proposed Lender, Subtenant or assignee of User or to any purchaser from, or lender to, CIB or any proposed purchaser from, or lender to, CIB, or any other person, firm or corporation specified in such request: (1) that this Agreement is in full force and effect and unmodified or, if modified, stating the date of modification and the terms thereof; (2) that Fees are paid currently without any offset or defense thereto, or stating any offsets or defenses claimed by User or CIB, as the case may be, and known at the time of such statement, (3) the amount of Fees, if any, paid in advance, and (4) that there are no uncured User Defaults or defaults by CIB, as the case may be, or stating those claimed by either User or CIB so long as the same are ascertainable, it being intended that any such instrument delivered pursuant to this Section 23 may be relied upon by any existing or prospective Lender, Subtenant or assignee of User or purchaser or lender, or prospective purchaser from or lender to, CIB.

24. CIB MORTGAGE

Nothing herein shall prohibit CIB from granting a mortgage on its interest in the Premises to secure any obligation of CIB (a "**CIB Mortgage**") at any time following the recordation of the Memorandum in the Office of the Recorder of Marion County, Indiana. User shall cooperate with CIB and CIB's mortgagee to execute a subordination, nondisturbance and attornment agreement respecting this Agreement on terms that are commercially reasonable. Any CIB Mortgage shall (i) contain a commercially reasonable non-disturbance clause that commits the holder of such CIB Mortgage to not disturb User or its permitted successors, assigns or Subtenants in the exercise of holder's remedies except so long as there is no User Default outstanding, and then only to the extent of the remedies provided for herein as a result of such User Default, and (ii) contain a release price for such CIB Mortgage that does not exceed the fair market value of the unimproved Land. CIB shall give User prompt notice of any such default and shall use commercially reasonable efforts to require CIB's mortgagee copy User on any notices of default to CIB.

25. MISCELLANEOUS

A. Interpretation. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and do not in any way limit, amplify or otherwise affect the covenants and agreements contained in this instrument. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Reference to any individual or entity includes such individual's or entity's successors and assigns. Reference to any agreement, document or instrument means such agreement, document or instrument, including all exhibits and schedules thereto, as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof. References to Sections, clauses, Schedules and Exhibits shall refer to those portions of this Agreement. The Exhibits and Schedules attached hereto are hereby incorporated herein as an integral part hereof. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or clause of or Exhibit or Schedule to this Agreement. The provisions of this instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

B. Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

C. Reasonableness. Whenever the terms, conditions, covenants or provisions of this Agreement entitle CIB and/or User to exercise their respective opinion or judgment, or to give their respective approvals or consents, such opinions shall be reasonable and such approvals and

consents shall not be unreasonably withheld, conditioned or delayed; subject, however, to any other standard expressly set forth herein for a particular opinion, judgment consent or approval.

D. Cooperation. User and CIB acknowledge the cooperative spirit that has formed the basis of a longstanding and mutually beneficial relationship between CIB and User's affiliates in connection with the operation of the Fieldhouse and the Parking Garage and agree to continue that cooperation in good faith in order to effectuate the intent of the provisions of this Agreement.

E. Rule Against Perpetuities. If any of the provisions of the Agreement, as amended, ratified and confirmed by this Amendment, might be unlawful, void, or voidable for violation of the rule of law known as the rule against perpetuities, then any such provision shall continue only until the expiration of twenty (20) years following the date of death of the last of the lineal descendants, living on the Effective Date, of any of the following Presidents of the United States: Barack Obama, George W. Bush, William Jefferson Clinton, George Herbert Walker Bush, Ronald Reagan, Jimmy Carter, Richard M. Nixon, Gerald R. Ford, Lyndon B. Johnson, John F. Kennedy, and Dwight D. Eisenhower.

F. No Change. The Agreement and all exhibits and schedules attached hereto and forming a part hereof set forth the entire agreement between CIB and User concerning the Premises, and no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either CIB or User unless the same be reduced to writing and signed by the party to be bound thereby.

G. Waiver. Failure of either party to exercise its rights under the terms of this Agreement on any one occasion shall not be construed as a waiver of any requirement of this Agreement or waiver of that party's rights to take advantage of any subsequent or continued breach by the other party of any covenant contained in this Agreement. All remedies herein provided shall be in addition to and not in substitution for any remedies otherwise available.

H. Governing Law. This Agreement and each and every provision herein contained, as the same may from time to time be amended, or any disputes or misunderstandings involving same, shall be governed and controlled by the applicable laws of the State of Indiana.

I. No Merger. There shall be no merger of this Agreement or of the interest hereby created with the fee estate in the Land by reason of the fact that the same person acquires or holds, directly or indirectly, this Agreement or the interest hereby created as well as the fee estate in the Premises or any interest in such fee estate.

J. Governmental Approvals. User intends to pursue development entitlements and governmental approvals necessary for the development of the Land for the Permitted Use (the "**Governmental Approvals**"). The Governmental Approvals include approval by the applicable governmental authority of all land use contingencies necessary for the Permitted Use to: (a) enable User to obtain any entitlements or incentives that may otherwise be reasonably available with respect to the Land or the Project; (b) allow User to change the use or zoning of the Land to alter and/or demolish the Existing Improvements and develop and construct the Improvements (the "**Zoning Approvals**"); (c) otherwise permit User to realize the benefits of this Agreement.

User shall pursue the Governmental Approvals at its sole cost and expense. In connection with the Governmental Approvals, CIB shall generally cooperate, at no material expense to CIB, with User, including executing such applications and doing such other things as User may reasonably request. Without limiting the generality of the foregoing, CIB shall, without expense to CIB, promptly join in and execute, within five (5) business days of receipt, any Application or Filing (as defined below) as User may from time to time request. For purposes of this Section, the term "**Application or Filing**" shall mean and refer to any instrument, document, agreement, certificate, or filing (or amendment of any of the foregoing) reasonably necessary and appropriate to permit User to realize its benefits under this Agreement including documents necessary to attempt to satisfy the Governmental Approvals.

26. TERMINATION OF OPERATING AGREEMENT

A. Termination Event. This Section 26 shall not be effective unless and until a Termination Event occurs. If a Termination Event occurs, this Section 26 shall govern and control over any inconsistent provision in this Agreement, including any provision stating 'notwithstanding anything to the contrary in this Agreement' or words of similar effect. "**Termination Event**" means (i) the Operating Agreement has expired or terminated, and (ii) there is no other agreement in place for the Pacers to play home games at the Fieldhouse or another location within Marion County, Indiana. At any time during the continuation of a Termination Event, CIB may elect to exercise either the Purchase Option or the Occupancy Option.

B. Purchase Option. During the continuation of a Termination Event, CIB shall have an option to purchase User's Interest (the "**Purchase Option**") by giving written notice to User. For purposes of this Section 26, "**User's Interest**" means the interest of User and its Permitted Sublessees in (i) this Agreement, (ii) the Improvements, (iii) the Garage Pedestrian Connector, and (iv) Delaware Street Tunnel. The purchase price for User's Interest (the "**Purchase Price**") shall be as set forth on the schedule attached hereto as Exhibit I, provided that if the Purchase Option is exercised during the continuation of a Special Termination Event, the Purchase Price shall be the greater of (a) the Purchase Price set forth on the schedule attached hereto as Exhibit I, and (b) the Fair Market Value of User's Interest determined pursuant to the provisions set forth on Exhibit J attached hereto. "**Special Termination Event**" means a Termination Event that was caused by (x) a termination of the Operating Agreement due to a failure of appropriation by CIB, a failure of payment by CIB, a breach of a covenant of quiet enjoyment or non-disturbance, unenforceability of a representation or indemnity or other material obligation of CIB or MCCRFA, casualty or eminent domain, or (y) a termination of any future agreement for the Pacers to play home games at the Fieldhouse or another location within Marion County, Indiana for a similar reason or a failure to perform thereunder by CIB or any instrumentality or quasi-governmental entity of the City of Indianapolis or Marion County that is a party thereto. The parties shall close the Purchase Option on or before the later of thirty (30) days after the exercise thereof or fifteen days after the determination of the Fair Market Value of User's Interest, if applicable. At the closing of the Purchase Option: (1) CIB shall deliver the Purchase Price in cash to User; (2) User and its Permitted Sublessees shall surrender the Premises, the Garage Pedestrian Connector and the Delaware Street Tunnel to CIB, subject to the rights of Space Tenants, but free any clear of any Permitted Loan Documents (provided that the delivery of the release of any Permitted Loan Document may be accomplished concurrently with CIB's payment

of the Purchase Price via an escrow); (3) this Agreement shall terminate and be of no further force or effect and the parties shall execute a termination of the Memorandum; (4) any subleases with any Permitted Sublessees shall terminate and be of no further force or effect; and (5) User (or its applicable Permitted Sublessee) and CIB shall execute an assignment and assumption of all of User's (or its applicable Sublessee's) rights, obligations and agreements relating to the Delaware Street Tunnel.

C. Occupancy Option. During the continuance of any Termination Event, CIB shall have an option to exercise its occupancy rights pursuant to this Section 26C (the "**Occupancy Option**") by giving written notice to User. Such notice shall specify whether CIB is exercising the Occupancy Option with respect to (i) the entire Premises, (ii) the Practice Court Space and the Executive Office Space only, or (iii) the Practice Court Space only (the Premises or portion thereof elected by CIB being the "**Occupied Space**"). Within thirty (30) days of exercise of the Occupancy Option, User and its Permitted Sublessees shall surrender the Occupied Space to CIB, subject to the rights of Space Tenants. Commencing on the date of such surrender (the "**Surrender Date**"), CIB shall pay an annual occupancy fee for the Occupied Space as set forth on the schedule attached hereto as Exhibit K, provided that if the Occupancy Option is exercised during the continuance of a Special Termination Event, the annual occupancy fee shall be the greater of (a) the fee as set forth on the schedule attached hereto as Exhibit K, or (b) the Fair Market Rent for the Occupied Space determined pursuant to the provisions set forth on Exhibit L attached hereto. From and after the Surrender Date, the provisions set forth on Exhibit M shall apply.

D. Parking after Termination Event. During the continuation of any Termination Event, if CIB has not exercised the Occupancy Option, (i) the number of Garage Spaces shall be adjusted to between one hundred ninety (190) and two hundred sixty (260) pursuant to the provisions set forth on Exhibit N attached hereto, and (ii) with respect to User's use of the adjusted Garage Spaces on those days when there is an Event in the Fieldhouse, User shall be entitled to rights to use such Garage Spaces and obtain Parking Passes for such Event on the same terms as the lowest paying arrangement (i.e. not including free use) between CIB and a third party existing as of such date. If CIB has exercised the Occupancy Option, (a) the number of Garage Spaces shall be adjusted (based on the provisions set forth on Exhibit N relating to the Executive Office Space and/or the Practice Court Space), and (b) CIB shall be entitled to use an equitable portion of the parking spaces located on the Premises, subject to then existing commitments to tenants/occupants of the Premises.

E. Leasing after Termination Event. During the continuation of any Termination Event, (i) User shall not lease the Practice Court Space or the Executive Office Space to a Space Tenant without first providing CIB one-hundred twenty (120) days' prior notice to CIB for the first sublease following the Termination Event and ninety (90) days' prior notice to CIB for any subsequent sublease, and (ii) the term of any sublease of the Practice Court Space or the Executive Office Space to a Space Tenant shall not exceed five (5) years (including any renewal/extension options) without CIB's consent.

27. GUARANTY.

FBLLC joins in this Agreement solely to (i) make the representations and warranties set forth in Section 5C, and (ii) guaranty the terms of all of the expressly stated indemnification obligations of User hereunder.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

CIB:

THE CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY INDIANA

By:  _____

Name: Earl A. Goode _____

Title: President, Capital Improvement Board

USER:

PACERS TRAINING CENTER, INC.

By: _____

Name: _____

Title: _____

FBLLC:

FAMILY BASKETBALL, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

CIB:

THE CAPITAL IMPROVEMENT BOARD OF
MANAGERS OF MARION COUNTY INDIANA


By: _____

Name: _____

Title: _____

USER:

PACERS TRAINING CENTER, INC.

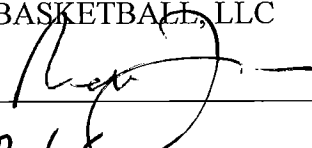
By:  _____

Name: Herbert Simon

Title: President

FBLLC:

FAMILY BASKETBALL, LLC

By:  _____

Name: Rick Fanson

Title: President

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

A part of Square 84 of the Donation Lands of the City of Indianapolis, Marion County, Indiana, more particularly described as follows:

Commencing at the intersection of the east right—of—way line of South Delaware Street with the West right—of—way line of Virginia Avenue, and being the northern corner of the Grantor's land described in Instrument Number 201100101993 as recorded in the Office of the Recorder of Marion County, Indiana, said corner being at Indiana State Plane East Zone (North American Datum of 1983, CORS 96 EPOCH 2002.000) coordinate 1645563.98 feet North and 190982.00 feet East; thence South 01 degree 59 minutes 13 seconds West (grid bearing based on said Indiana State Plane East Zone) along said east right—of—way line a distance of 392.88 feet (all distances in this description are horizontal ground distances) to the POINT OF BEGINNING; thence South 87 degrees 59 minutes 46 seconds East 309.40 feet; thence North 58 degrees 40 minutes 06 seconds East 52.05 feet; thence South 87 degrees 55 minutes 04 seconds East 9.34 feet to the west right—of—way line of Virginia Avenue; thence South 42 degrees 50 minutes 33 seconds East along said west right—of—way line of Virginia Avenue 92.17 feet to a point which lies 30.00 feet northerly by perpendicular measurement of the center line of CSX railroad tracks, the following three (3) courses being parallel with and 30.00 feet northerly of said tracks; (1) thence South 70 degrees 22 minutes 54 seconds West 355.68 feet; (2) thence South 70 degrees 39 minutes 28 seconds West 93.34 feet to a point on a non—tangent curve to the left having a radius of 1717.02 feet, the radius point of which bears South 19 degrees 17 minutes 30 seconds East; (3) thence along said curve westerly an arc distance of 10.29 feet to a point on the east right—of—way line of South Delaware Street, which bears North 19 degrees 38 minutes 07 seconds West from said radius point; thence North 01 degree 59 minutes 13 seconds East along said right—of—way line 205.56 feet to the Point of Beginning. Containing 1.204 acres, more or less.

TOGETHER WITH:

A part of a 90 foot wide Aerial Vacation over Virginia Avenue, known as Parcel II, as described in a document titled: "Metropolitan Development Commission Division of Neighborhood Services Plat Committee" and further referenced as Declaratory Resolution 98—VAC-26, recorded as Instrument #1998-0103822 in the Office of the Recorder of Marion County, Indiana, said part being more particularly described as follows:

Commencing at the intersection of the east right—of—way line of South Delaware Street with the Southwesterly right—of—way line of Virginia Avenue, and being the northern corner of a tract of land described in a Special Warranty Deed to the Capital Improvement Board of Manager of Marion County Indiana, recorded as Instrument Number 201100101993 in said Recorder's Office; thence South 01 degree 59 minutes 13 seconds West (grid bearing based on Indiana State Plane East Zone) along said east right—of—way line a distance of 392.88 feet; thence South 87 degrees 59 minutes 46 seconds East 309.40 feet; thence North 58 degrees 40 minutes 06 seconds East 52.05 feet; thence South 87 degrees 55 minutes 04 seconds East 9.34 feet to the southwesterly right—of—way line of said Virginia Avenue and a point on the

southwesterly line of the aforesaid Aerial Vacation; thence South 42 degrees 50 minutes 33 seconds East along said southwesterly line 15.10 feet to the POINT OF BEGINNING; thence North 69 degrees 54 minutes 32 seconds East 14.18 feet; thence South 84 degrees 42 minutes 39 seconds East 115.25 feet to the northeasterly line of said Aerial Vacation; thence South 42 degrees 50 minutes 33 seconds East along said northeasterly line 5.28 feet to the southeast corner of said Aerial Vacation; thence North 87 degrees 49 minutes 31 seconds West along its southerly line 127.32 feet to the southwest corner thereof; thence North 42 degrees 50 minutes 33 seconds West 6.54 feet to the Point of Beginning, the bottom plane of the vertical space contained within said right—of—way vacation shall be at an elevation of 726.50 feet and the top plane of the vertical space of said right—of—way vacation shall be at an elevation of 776.33 feet, the footprint of the within Aerial Vacation contains 882 square feet, 0.020 acres, more or less.

ALSO TOGETHER WITH:

An aerial portion over and above a part of Virginia Avenue, being 90 feet in width, and lying southeasterly of and contiguous with an Aerial Vacation, known as Parcel II, as described in a document titled: 'Metropolitan Development Commission Division of Neighborhood Services Plat Committee' and further referenced as Declaratory Resolution 98—VAC-26, recorded as Instrument #1998-0103822 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Commencing at the intersection of the east right—of—way line of South Delaware Street with the Southwesterly right—of—way line of Virginia Avenue, and being the northern corner of a tract of described in a Special Warranty Deed to the Capital Improvement Board of Manager of Marion County Indiana, recorded as Instrument Number 201100101993 in said Recorder's Office; thence South 01 degree 59 minutes 13 seconds West (grid bearing based on Indiana State Plane East Zone) along said east right—of—way line a distance of 392.88 feet; thence South 87 degrees 59 minutes 46 seconds East 309.40 feet; thence North 58 degrees 40 minutes 06 seconds East 52.05 feet; thence South 87 degrees 55 minutes 04 seconds East 9.34 feet to the southwesterly right—of—way line of said Virginia Avenue and a point on the southwesterly line of the aforesaid Aerial Vacation; thence South 42 degrees 50 minutes 33 seconds East along said southwesterly line 21.64 feet to the southwest corner thereof and the POINT OF BEGINNING; thence South 87 degrees 49 minutes 31 seconds East along its southerly line 127.32 feet to the southeast corner thereof; thence South 42 degrees 50 minutes 33 seconds East on the southeasterly prolongation of the northeasterly line of said Aerial Vacation 10.48 feet; thence South 00 degrees 21 minutes 34 seconds West 8.43 feet to a point which lies 30.00 feet northerly by perpendicular measurement of the center line of CSX railroad tracks; thence South 70 degrees 22 minutes 54 seconds West parallel with said center line 91.66 feet to the southwesterly right—of—way line of Virginia Avenue; thence North 42 degrees 50 minutes 33 seconds West along said right—of—way line 70.54 feet to the Point of Beginning, the bottom plane of the vertical space contained within said right—of—way vacation shall be at an elevation of 726.50 feet and the top plane of the vertical space of said right—of—way vacation shall be at an elevation of 776.33 feet, the footprint of the within Aerial Vacation contains 4,009 square feet, 0.092 acres, more or less.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Terms, provisions, covenants, conditions, restrictions and easements provided in a certain quitclaim deed recorded July 24, 1997 as Instrument No. 1997-0102769.

2. Amended and Restated Pedestrian Easement Agreement, dated _____, 2015, by and between the Capital Improvement Board of Managers of Marion County Indiana and JL Parking Associates LLC recorded _____, 2015 as Instrument No.

_____.

EXHIBIT C

SITE PLAN

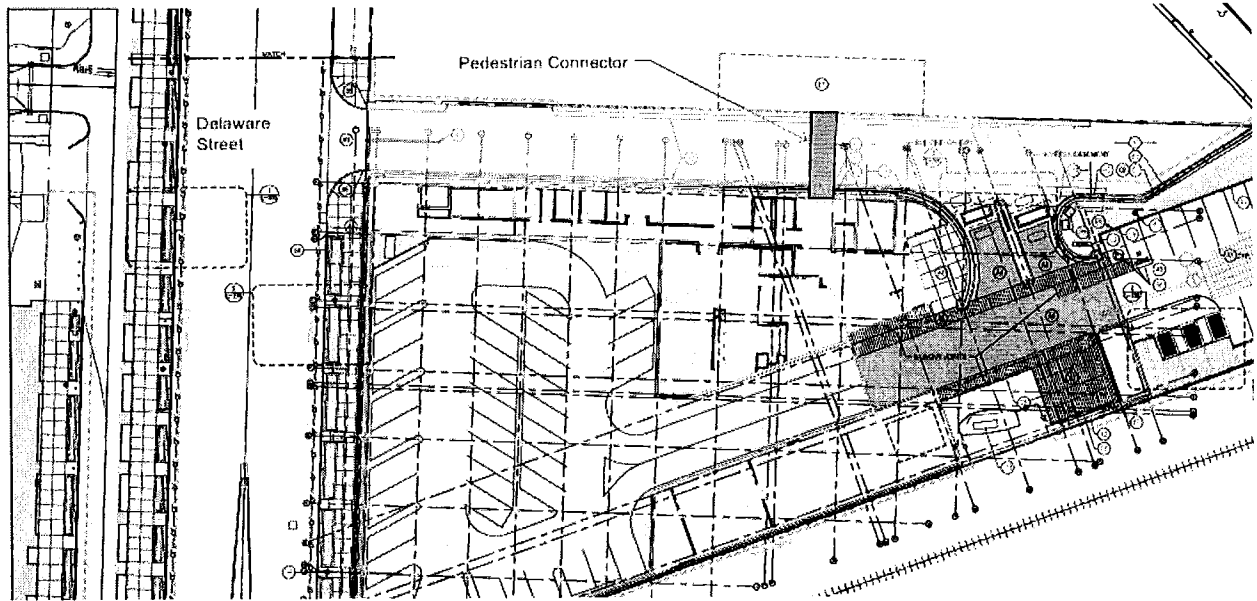


EXHIBIT D

PROHIBITED USES

- (1) Private or commercial golf course.
- (2) Country club.
- (3) Massage parlor that is open to the public.
- (4) Tennis club.
- (5) Skating facility (including roller skating, skateboarding, or ice skating).
- (6) Racquet sports facility (including any handball or racquetball court).
- (7) Hot tub facility that is open to the public.
- (8) Suntan facility that is open to the public.
- (9) Racetrack.
- (10) Skybox or other private luxury box.
- (11) Any facility primarily used for gambling.
- (12) Any store the principal business of which is the sale of alcoholic beverages for consumption off premises.
- (13) Exterior advertising signage other than signage advertising (i) an activity taking place at the Premises or the Fieldhouse, (ii) a business occupying the Premises or the Fieldhouse, (iii) the sponsor of an activity taking place at the Premises or the Fieldhouse, (iv) the sponsor of business occupying the Premises or the Fieldhouse, or (v) a naming rights or other sponsor of the Project or the Fieldhouse.
- (14) Any so-called "head-shop" or other establishment for the selling or exhibiting of drug-related paraphernalia.
- (15) A tobacco store or smoke shop, including a e-cigarette or 'vape' store.
- (16) Any pornographic use (as determined by community standards in Indianapolis, Indiana), including: (a) a store displaying for sale or exhibition books, magazines, photographs, video or any other printed or visual matter of a sexual nature, which are not primarily scientific or educational (provided, however, that this restriction shall not apply to a general bookstore or other retail business offering such items for sale if such items are discretely displayed and comprise less than five percent (5%) of its inventory); (b) a store offering for exhibition, sale or

rental video in any medium the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto (provided, however, that this restriction shall not apply to a general bookstore or other retail business offering such items for sale or rent if such items are discretely displayed and comprise less than five percent (5%) of its inventory); (c) a topless/strip club; or (d) a store for offering for exhibition or sale instruments, devices or paraphernalia that are designed for use in connection with sexual activities.

- (17) A branding or tattoo establishment.
- (18) A gun shop, shooting range or gallery or gun or firing range.

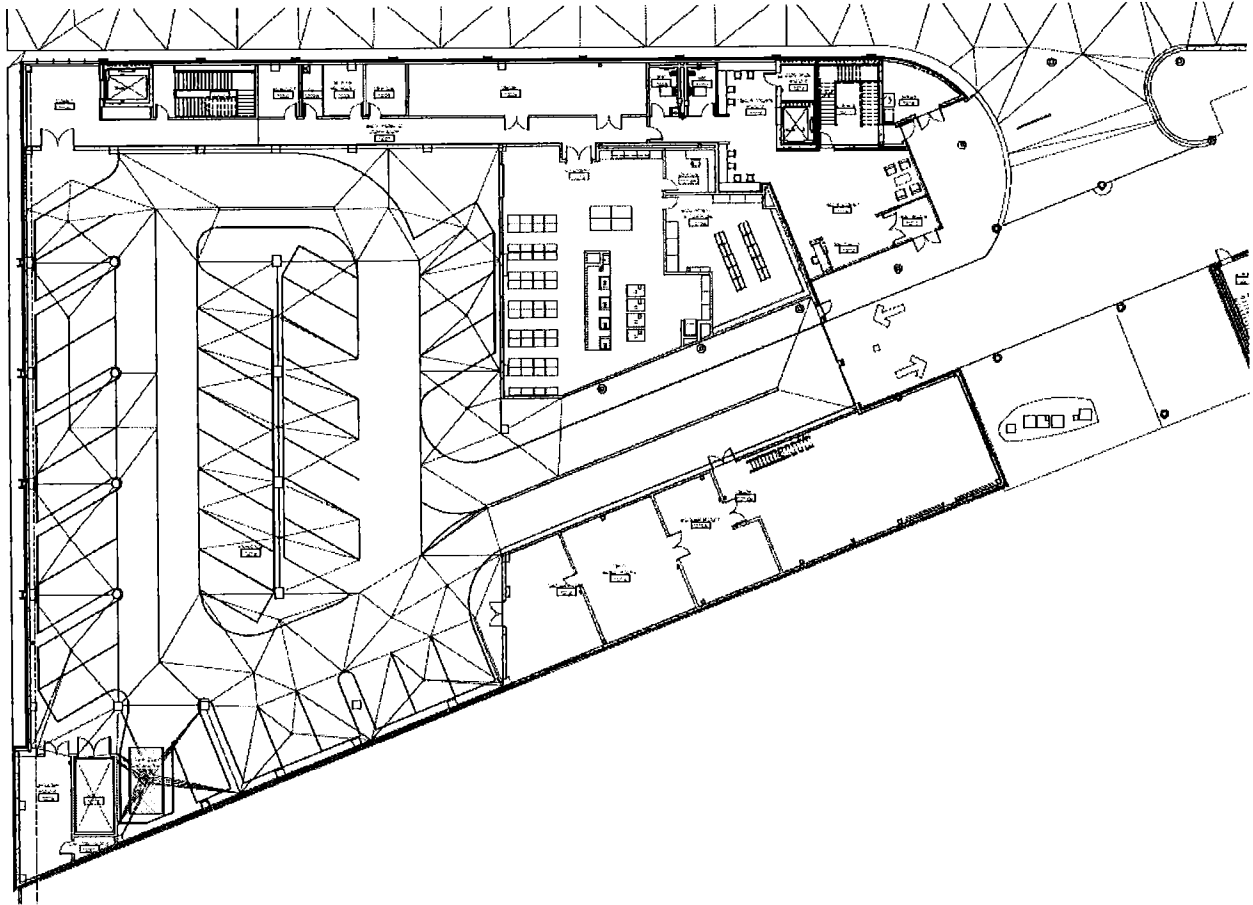
EXHIBIT E

PLANS

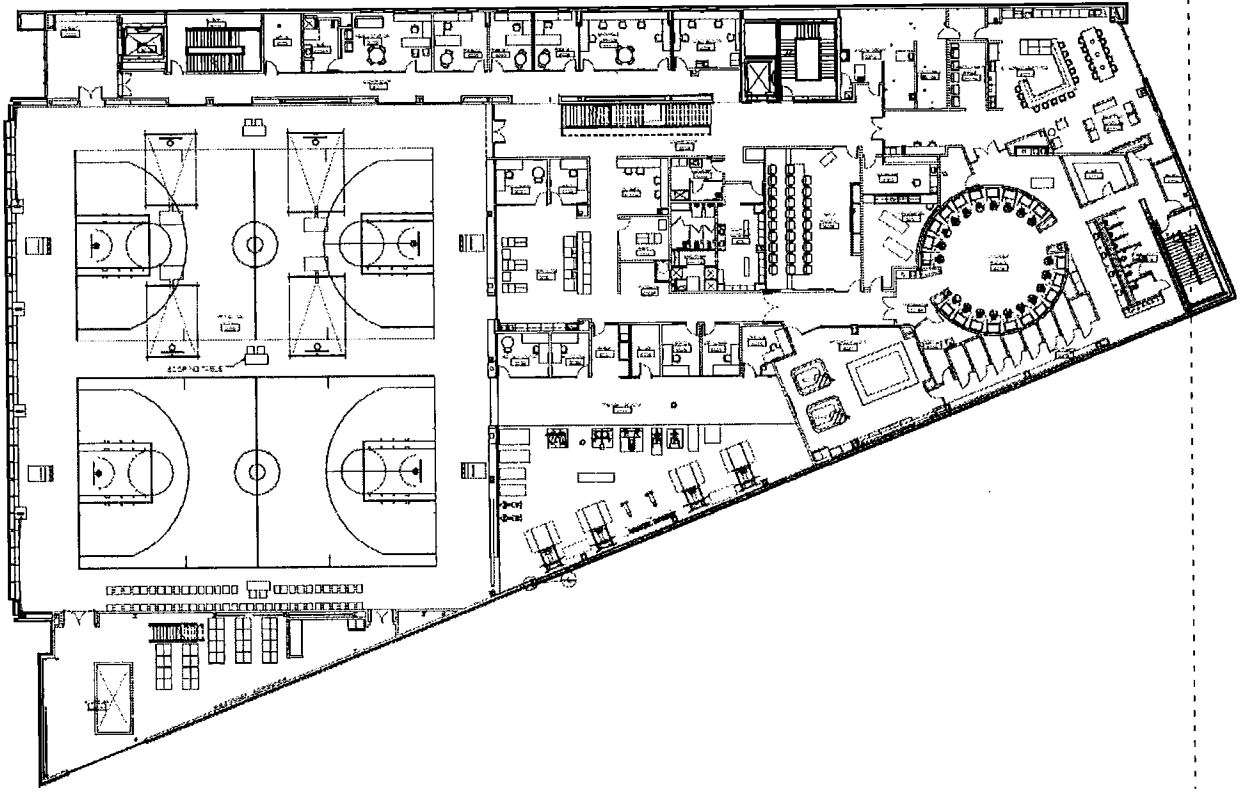
Drawings called "CONSTRUCTION DOCUMENTS 10/15/2015" and Project Manual dated 10/15/2015.

EXHIBIT F

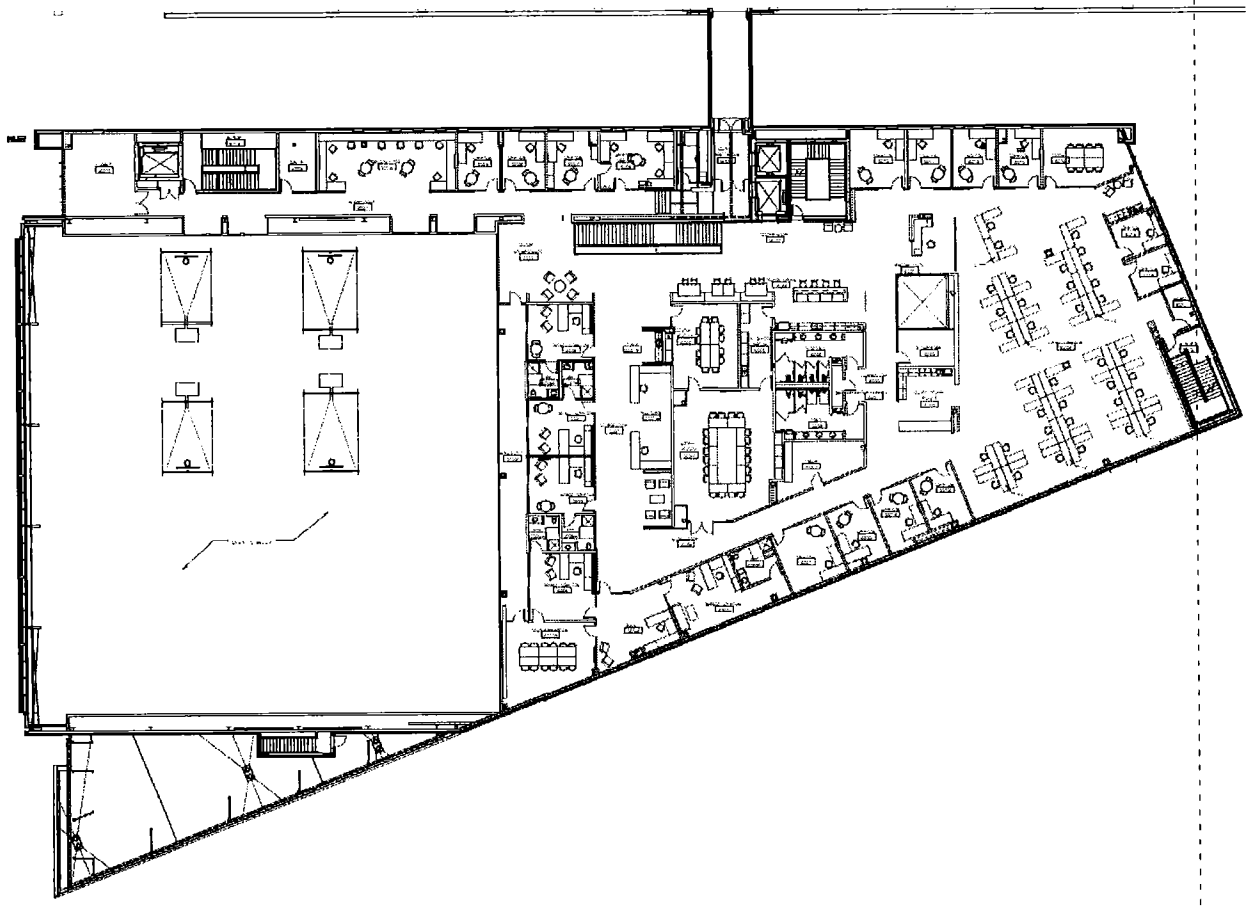
PRACTICE COURT SPACE



First Level



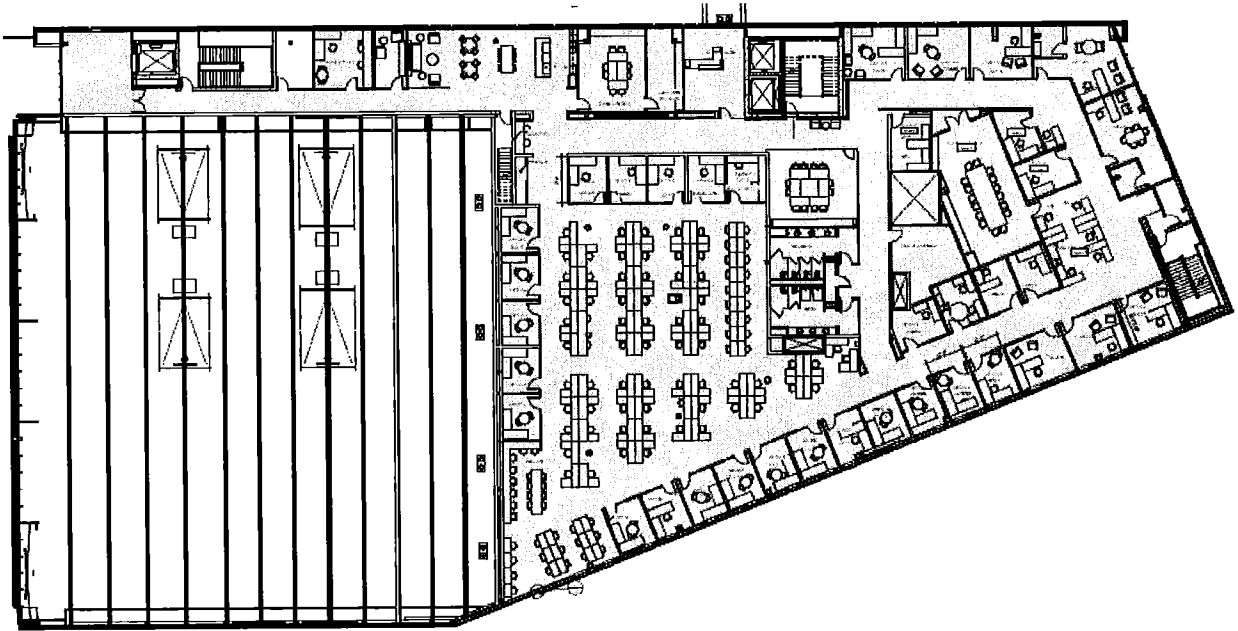
Second Level



Third Level

EXHIBIT G

EXECUTIVE OFFICE SPACE



Fourth Level

EXHIBIT H

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "**Memorandum**") is made as of the ___ day of December 2015 (the "**Effective Date**"), by and between the CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA ("**CIB**"), and PACERS TRAINING CENTER, INC. ("**User**");

RECITALS

A. CIB and User entered into that certain Training Facility Use Agreement, dated December ___, 2015 (as may be amended from time to time, the "**Agreement**"), with respect to certain premises legally described on Exhibit A attached hereto and incorporated herein by this reference (the "**Premises**").

MEMORANDUM

1. CIB. The name of CIB is CAPITAL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY, INDIANA and its office address is 100 S. Capitol Avenue, Indianapolis, Indiana 46225.

2. User. The name of User is PACERS TRAINING CENTER, INC. and its office address is 125 South Pennsylvania Street, Indianapolis, IN 46204.

3. Premises. The legal description of the Premises is set forth on Exhibit A attached hereto and incorporated herein by this reference.

4. Term. The term of the Agreement commences on the Effective Date and expires on the fortieth anniversary of the Effective Date. User has one (1) option to extend the term of the Agreement for additional periods of ten (10) years.

5. Parking Rights. The Agreement includes certain parking rights in favor of User with respect to the Parking Garage located on the real estate described on Exhibit B attached hereto and incorporated herein by this reference.

6. Access Easement. The Agreement includes an ingress/egress easement over the vehicular ramp from Delaware Street located immediately north of the Premises on the real estate described on Exhibit B attached hereto.

7. Garage Pedestrian Connector. The Agreement includes an easement in favor of User for the purpose of constructing, operating, maintaining, repairing and replacing a pedestrian connector from improvements on the Premises to the fifth level of the Parking Garage.

8. Encumbrances. Except as provided in the Agreement, CIB may not (i) encumber the Premises, or any portion thereof, by lease, easement or otherwise or amend any existing easements, covenants, restrictions or other matters of record affecting the Premises or any

portion thereof, without User's prior written consent, or (ii) permit any liens to be filed against the Premises by anyone claiming by, through or under CIB.

9. Right of First Refusal. User has a right of first refusal with respect to CIB's interest in the Premises as more fully described in the Agreement.

[SIGNATURE PAGES FOLLOW]

USER:

PACERS TRAINING CENTER, INC.,

By: _____
Herbert Simon, President

STATE OF INDIANA)
): SS
COUNTY OF MARION)

On this ____ day of _____, 2015, before me, a notary public for said State and County, personally appeared Herbert Simon, the President of Pacers Training Center, Inc., who acknowledged the execution of the foregoing instrument on behalf of said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Notarial Seal]

Notary Public

My Commission Expires:

County of Residence:

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Matthew G. DeLaruelle

This instrument was prepared by: Matthew G. DeLaruelle, ICE MILLER LLP, One American Square, Suite 2900, Indianapolis, IN 46282.

**EXHIBIT A
TO
MEMORANDUM OF AGREEMENT**

Legal Description of the Premises

A part of Square 84 of the Donation Lands of the City of Indianapolis, Marion County, Indiana, more particularly described as follows:

Commencing at the intersection of the east right—of—way line of South Delaware Street with the West right—of—way line of Virginia Avenue, and being the northern corner of the Grantor's land described in Instrument Number 201100101993 as recorded in the Office of the Recorder of Marion County, Indiana, said corner being at Indiana State Plane East Zone (North American Datum of 1983, CORS 96 EPOCH 2002.000) coordinate 1645563.98 feet North and 190982.00 feet East; thence South 01 degree 59 minutes 13 seconds West (grid bearing based on said Indiana State Plane East Zone) along said east right—of—way line a distance of 392.88 feet (all distances in this description are horizontal ground distances) to the POINT OF BEGINNING; thence South 87 degrees 59 minutes 46 seconds East 309.40 feet; thence North 58 degrees 40 minutes 06 seconds East 52.05 feet; thence South 87 degrees 55 minutes 04 seconds East 9.34 feet to the west right—of—way line of Virginia Avenue; thence South 42 degrees 50 minutes 33 seconds East along said west right—of—way line of Virginia Avenue 92.17 feet to a point which lies 30.00 feet northerly by perpendicular measurement of the center line of CSX railroad tracks, the following three (3) courses being parallel with and 30.00 feet northerly of said tracks; (1) thence South 70 degrees 22 minutes 54 seconds West 355.68 feet; (2) thence South 70 degrees 39 minutes 28 seconds West 93.34 feet to a point on a non—tangent curve to the left having a radius of 1717.02 feet, the radius point of which bears South 19 degrees 17 minutes 30 seconds East; (3) thence along said curve westerly an arc distance of 10.29 feet to a point on the east right—of—way line of South Delaware Street, which bears North 19 degrees 38 minutes 07 seconds West from said radius point; thence North 01 degree 59 minutes 13 seconds East along said right—of—way line 205.56 feet to the Point of Beginning. Containing 1.204 acres, more or less.

TOGETHER WITH:

A part of a 90 foot wide Aerial Vacation over Virginia Avenue, known as Parcel II, as described in a document titled: "Metropolitan Development Commission Division of Neighborhood Services Plat Committee" and further referenced as Declaratory Resolution 98—VAC-26, recorded as Instrument #1998-0103822 in the Office of the Recorder of Marion County, Indiana, said part being more particularly described as follows:

Commencing at the intersection of the east right—of—way line of South Delaware Street with the Southwesterly right—of—way line of Virginia Avenue, and being the northern corner of a tract of land described in a Special Warranty Deed to the Capital Improvement Board of Manager of Marion County Indiana, recorded as Instrument Number 201100101993 in said Recorder's Office; thence South 01 degree 59 minutes 13 seconds West (grid bearing based on

Indiana State Plane East Zone) along said east right—of—way line a distance of 392.88 feet; thence South 87 degrees 59 minutes 46 seconds East 309.40 feet; thence North 58 degrees 40 minutes 06 seconds East 52.05 feet; thence South 87 degrees 55 minutes 04 seconds East 9.34 feet to the southwesterly right—of—way line of said Virginia Avenue and a point on the southwesterly line of the aforesaid Aerial Vacation; thence South 42 degrees 50 minutes 33 seconds East along said southwesterly line 15.10 feet to the POINT OF BEGINNING; thence North 69 degrees 54 minutes 32 seconds East 14.18 feet; thence South 84 degrees 42 minutes 39 seconds East 115.25 feet to the northeasterly line of said Aerial Vacation; thence South 42 degrees 50 minutes 33 seconds East along said northeasterly line 5.28 feet to the southeast corner of said Aerial Vacation; thence North 87 degrees 49 minutes 31 seconds West along its southerly line 127.32 feet to the southwest corner thereof; thence North 42 degrees 50 minutes 33 seconds West 6.54 feet to the Point of Beginning, the bottom plane of the vertical space contained within said right—of—way vacation shall be at an elevation of 726.50 feet and the top plane of the vertical space of said right—of—way vacation shall be at an elevation of 776.33 feet, the footprint of the within Aerial Vacation contains 882 square feet, 0.020 acres, more or less.

ALSO TOGETHER WITH:

An aerial portion over and above a part of Virginia Avenue, being 90 feet in width, and lying southeasterly of and contiguous with an Aerial Vacation, known as Parcel II, as described in a document titled: "Metropolitan Development Commission Division of Neighborhood Services Plat Committee" and further referenced as Declaratory Resolution 98—VAC-26, recorded as Instrument #1998-0103822 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Commencing at the intersection of the east right—of—way line of South Delaware Street with the Southwesterly right—of—way line of Virginia Avenue, and being the northern corner of a tract of described in a Special Warranty Deed to the Capital Improvement Board of Manager of Marion County Indiana, recorded as Instrument Number 201100101993 in said Recorder's Office; thence South 01 degree 59 minutes 13 seconds West (grid bearing based on Indiana State Plane East Zone) along said east right—of—way line a distance of 392.88 feet; thence South 87 degrees 59 minutes 46 seconds East 309.40 feet; thence North 58 degrees 40 minutes 06 seconds East 52.05 feet; thence South 87 degrees 55 minutes 04 seconds East 9.34 feet to the southwesterly right—of—way line of said Virginia Avenue and a point on the southwesterly line of the aforesaid Aerial Vacation; thence South 42 degrees 50 minutes 33 seconds East along said southwesterly line 21.64 feet to the southwest corner thereof and the POINT OF BEGINNING; thence South 87 degrees 49 minutes 31 seconds East along its southerly line 127.32 feet to the southeast corner thereof; thence South 42 degrees 50 minutes 33 seconds East on the southeasterly prolongation of the northeasterly line of said Aerial Vacation 10.48 feet; thence South 00 degrees 21 minutes 34 seconds West 8.43 feet to a point which lies 30.00 feet northerly by perpendicular measurement of the center line of CSX railroad tracks; thence South 70 degrees 22 minutes 54 seconds West parallel with said center line 91.66 feet to the southwesterly right—of—way line of Virginia Avenue; thence North 42 degrees 50 minutes 33 seconds West along said right—of—way line 70.54 feet to the Point of Beginning, the bottom plane of the vertical space contained within said right—of—way vacation shall be at an elevation

of 726.50 feet and the top plane of the vertical space of said right-of-way vacation shall be at an elevation of 776.33 feet, the footprint of the within Aerial Vacation contains 4,009 square feet, 0.092 acres, more or less.

**EXHIBIT B
TO
MEMORANDUM OF AGREEMENT**

Legal Description of Parking Garage Real Estate

Tract One:

Twenty feet off the South side of Lot 6 and all of Lots 7 and 8 in Maurice De St. Palais subdivision of Square 77 in the City of Indianapolis, as per plat thereof recorded in Plat Book 1, pages 207 and 208, in the Office of the Recorder of Marion County, Indiana.

Tract Two:

Lots Numbered 7, 8, 9, 10, 11 and 12 in Square 96 of the Donation Lands of the City of Indianapolis, Marion County, Indiana, together with that part of Georgia Street heretofore vacated by proceedings under Declaratory Resolution No. 97-VAC-21 as set out in a transcript recorded October 6, 1997 as Instrument No. 97-146909 and also together with that part of Talbot Street heretofore vacated by proceedings under Declaratory Resolution No. 97-VAC-22 as set out in a transcript recorded October 6, 1997 as Instrument No. 97-146910 in the Office of the Recorder of Marion County, Indiana, all being more particularly described as follows:

Beginning at the point of intersection of the East right-of-way line of Pennsylvania Street and the South right-of-way line of Chesapeake Street; thence on said South right-of-way line South 87 degrees 58 minutes 56 seconds East (State Plane Bearing) 419.40 feet to the point of intersection of said South right-of-way line with the West right-of-way line of Delaware Street; thence on said West right-of-way line South 02 degrees 00 minutes 27 seconds West 476.69 feet to a point 30 feet Northerly, by radial measure, of the centerline of the railroad tracks reserved for Amtrak, as existing April, 1997, said point being also on a non-tangent curve concave Southeasterly having a central angle of 00 degrees 47 minutes 35 seconds and a radius of 1717.02 feet: thence concentric with and 30 feet northerly of said centerline the following two courses: 1) southwesterly along said curve to the left an arc distance of 23:80 feet (said arc being subtended by a chord having a bearing of South 64 degrees 36 minutes 59 seconds West, and a length of 23.80 feet to the point of compound curvature of a curve concave southeasterly, having a central angle of 09 degrees 56 minutes 34 seconds and a radius of 835.74 feet; 2) on and along said curve an arc distance of 145.52 feet (said arc being subtended by a chord which bears South 60 degrees 41 minutes 38 seconds West 145.33 feet) to a point on the North face of the concrete tunnel for Pogues Run as existing April, 1997; thence on and along said North face, more or less, the following eight (8) courses: 1) South 71 degrees 29 minutes 43 seconds West 37.05 feet; 2) South 71 degrees 14 minutes 43 seconds West 50.50 feet; 3) South 72 degrees 00 minutes 13 seconds West 49.36 feet; 4) South 72 degrees 26 minutes 52 seconds West 22,19 feet; 5) South 75 degrees 06 minutes 15 seconds West 27.49 feet; 6) South 71 degrees 49 minutes 12 seconds West 50.89 feet; 7) South 71 degrees 19 minutes 39 seconds West 49.25 feet; 8) South 71 degrees 51 minutes 15 seconds West 4.67 feet to the East right-of-way line of Pennsylvania Street; thence on and along said East line North 01 degrees 59 minutes 56 seconds East 438.36 feet to the centerline of Georgia Street, vacated per Declaratory Resolution 97-VAC-21; thence

continuing on said East right-of-way line of Pennsylvania Street, North 02 degrees 01 minutes 50 seconds East 224.82 feet to the Point of Beginning.

Also, the East Half of the air rights West of and adjacent thereto heretofore vacated by proceedings under Declaratory Resolution No. 84-VAC-40 as set out in a transcript recorded January 31, 1985 as Instrument No. 85-7723 in the Office of the Recorder of Marion County, Indiana, to-wit:

All of the following described parcel of airspace lying between the horizontal planes located respectively at elevations of 722.78 feet and 1072.78 feet above mean sea level:

Commencing at the intersection of the South line of Georgia Street and the East line of Meridian Street; thence South 00 degrees 2 minutes 5 seconds West along said East line of Meridian Street 470.40 feet said point being on the North face of a concrete retaining wall structure as existing August, 1984; thence the following nine (9) courses being along the North face of said wall: (1) South 89 degrees 38 minutes 30 seconds East 124.00 feet; (2) North 86 degrees 16 minutes 15 seconds East 38.08 feet; (3) North 79 degrees 49 minutes 51 seconds East 50.80 feet; (4) North 74 degrees 15 minutes 15 seconds East 23.90 feet; (5) North 71 degrees 36 minutes 0 seconds East 31.62 feet; (6) North 69 degrees 43 minutes 49 seconds East 53.31 feet; (7) North 69 degrees 28 minutes 44 seconds East 102.53 feet; (8) North 04 degrees 26 minutes 1 second East 13.04 feet; (9) North 86 degrees 26 minutes 36 seconds East 7.98 feet to a point on the West line of Pennsylvania Street, said point being the POINT OF BEGINNING; thence North 75 degrees 42 minutes 6 seconds East along the North face of the bridge being a row of column supports 92.89 feet to the East line of Pennsylvania Street; thence South 0 degrees 2 minutes 14 seconds West along said East line 163.36 feet to a point 15 feet Northerly, by perpendicular measure of the centerline of the westbound main line of Conrail as existing August, 1984, said point also being on a non-tangent curve concave Northwesterly having a central angle of 5 degrees 17 minutes 42 seconds and a radius of 985.00 feet; thence the following two (2) courses being 15 feet Northerly of and parallel with said centerline: (1) Southwesterly along said curve an arc distance of 91.03 feet (said arc being subtended by a chord having a bearing of South 53 degrees 34 minutes 30 seconds West and a length of 51.00 feet; (2) South 56 degrees 13 minutes 31 seconds West 20.24 feet to the West line of Pennsylvania Street; thence North 0 degrees 2 minutes 14 seconds East along said West line 205.69 feet to the POINT OF BEGINNING.

Tract Three:

A part of Square 84 of the Donation Lands of the City of Indianapolis, Marion County, Indiana and a part of vacated Alabama Street, more particularly described as follows:

Beginning at the intersection of the East right-of-way line of South Delaware Street with the West right-of-way line of Virginia Avenue; thence on and along said West right-of-way line South 42 degrees 59 minutes 49 seconds East (State Plane Bearing) 602.11 feet to a point which lies 30.00 feet northerly, by perpendicular measurement, of the centerline of the said Amtrak railroad tracks being the most Northerly of the three Conrail through tracks and also known as the Station lead track; thence parallel with said centerline of the following three courses: 1) South 70 degrees 25 minutes 52 seconds West 354.72 feet; 2) South 70 degrees 20 minutes 28 seconds West 93.09 feet to the point of curvature of a curve concave southeasterly, having a

radius of 1717.02 feet and a central angle of 00 degrees 20 minutes 35 seconds; 3) southwesterly on and along said curve, an arc distance of 10.28 feet (said arc being subtended by a chord which bears South 68 degrees 31 minutes 02 seconds West 10.28 feet) to the East right-of-way line of Delaware Street; thence on and along said East right-of-way line North 02 degrees 00 minutes 27 seconds East 594.62 feet to the Point of Beginning.

Tract Four:

Part of Square 78 in the City of Indianapolis, Indiana; also, Lots 1 through 10 in Fletcher, Wilkins and Woods Commissioners Subdivision of Square 78, in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 263, in the Office of the Recorder of Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot 10, running thence East along and with the North line of said Square 78 and the South line of Maryland Street, a measured distance of 240.00 feet to the Northeast corner of aforesaid Square 78, being the intersection of the South line of Maryland Street and the West line of Alabama Street; thence Southwardly along and with the East line of said Square 78 and the West line of Alabama Street, a measured distance of 357.20 feet to the Southeast corner of said Square 78, being the intersection of the West line of Alabama Street and the Northeast line of Virginia Avenue; thence Northwestwardly along and with the Southwestwardly line of Square 78 and the aforesaid Northeastwardly line of Virginia Avenue, a measured distance of 371.70 feet to the Southwestwardly corner of Lot 10 in Square 78; thence Northeastwardly, making an angle of 90 degrees 00 minutes along the Northwestwardly line of said Lot 10, a distance of 32.00 feet, thence Northwardly along the Westwardly line of said Lot 10 and on a line at right angles to the North line of said Square 78, a distance of 71.10 feet to the place of beginning.

Also, Lot 11 in Fletcher, Wilkins and Woods Commissioners subdivision of Square 78, in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 263, in the Office of the Recorder of Marion County, Indiana.

Except that part of said Lot 4 conveyed to the City of Indianapolis by deed recorded April 29, 1985 as Instrument #85-31631 in the Office of the Recorder of Marion County, Indiana, to-wit:

Beginning at the Southeast corner of said Lot 4; thence North 44 degrees 58 minutes 09 seconds West 52.44 feet along the Southwestern line of said Lot 4; thence North 81 degrees 54 minutes 03 seconds East 25.00 feet; thence North 39 degrees 51 minutes 37 seconds East 19.15 feet to the East line of said Lot 4; thence South 00 degrees 01 minutes 48 seconds East 55.33 feet along said East line of the Point of Beginning.

Also except that part of said Lot 11 conveyed to the City of Indianapolis by deed recorded April 29, 1985 as Instrument #85-31632 in the Office of the Recorder of Marion County, Indiana, to-wit:

Beginning at the Northwest corner of said Lot 11; thence South 89 degrees 55 minutes 12 seconds East 20.74 feet along the North line of said Lot 11; thence South 20 degrees 48 minutes 05 seconds West 16.08 feet to the Southwestern line of said Lot 11; thence North 44 degrees 58 minutes 09 seconds West 21.27 feet along said Southwestern line to the-point of beginning.

EXHIBIT I

PURCHASE OPTION PURCHASE PRICE SCHEDULE

The Purchase Price shall be the greater of:

1. The actual costs and expenses incurred in connection with the development and construction of the Improvements, including hard construction costs and soft costs (including construction fees, architectural/engineering costs, legal fees and financing costs) (collectively, the “**Actual Costs**”), less \$350,000 for each full calendar quarter (January 1 – March 31; April 1 – June 30; July 1 – September 30; October 1 – December 31) that has elapsed after Substantial Completion; or
2. The Actual Costs, less \$28,000,000.

User shall maintain records regarding the Actual Costs during the entire Term. Upon reasonable prior written notice to User, CIB shall have the right to review such records and User shall make such records available for such review at the Premises or another convenient location in Marion County, Indiana.

EXHIBIT J

FAIR MARKET VALUE OF USER'S INTEREST

The Fair Market Value of User's Interest shall be determined as follows:

(a) Within fifteen (15) days following the exercise of the Purchase Option, CIB and User attempt to agree upon the Fair Market Value.

(b) If CIB and User shall fail to agree within such 15-day period, User and CIB shall each designate an independent appraiser meeting the qualifications set forth in clause (g) below by notice to the other party within fifteen (15) days after the expiration of such 15-day period.

(c) Within sixty (60) days of exercise of the Purchase Option, each appraiser so designated shall provide User and CIB with a written appraisal setting forth the appraiser's estimation of the Fair Market Value.

(d) If only one appraiser is timely designated or only one appraiser timely delivers his written appraisal, such appraiser's estimation of the Fair Market Value shall be the Fair Market Value.

(e) If the difference between the Fair Market Values estimated by the two appraisers does not exceed 5% of the higher value, then the Fair Market Value shall be the average of the two estimations.

(f) If such difference exceeds 5% of the higher value, and the parties are not able to agree upon the Fair Market Value on or before the sixtieth (60th) day following the exercise of the Purchase Option, then the two appraisers shall, within five (5) days thereafter, select a third independent appraiser meeting the qualifications set forth in clause (g) below, who shall provide User and CIB with a written appraisal setting forth his or her estimate of the Fair Market Value within thirty (30) days of his/her selection. The average of the two closest of the three appraisers' estimates of the Fair Market Value shall be the Fair Market Value.

(g) Any appraiser selected to determine the Fair Market Value (i) shall have at least fifteen (15) years' experience in appraising commercial real estate in Marion County, Indiana, (ii) shall hold the designation "MAI" or another generally recognized professional certification applicable to commercial land appraisers in the event the "MAI" designation no longer exists, (iii) shall be independent of CIB and User and any of their respective affiliates, and (iv) shall make his or her estimate of the Fair Market Value pursuant to the Uniform Standards of Professional Appraisal Practice. Each party shall pay for the cost of the appraiser selected by such party and the parties shall share equally the costs of any required third appraiser.

(h) In determining the Fair Market Value, the appraisers shall take into account (i) the value of User's Interest for the remainder of the then current Term, including the value of the Improvements, the Garage Pedestrian Connector, and the

Delaware Street Tunnel, and (ii) the value of any subleases to Space Tenants then in effect. The appraisers shall not take into account, and the Fair Market Value shall not include, the value of any underlying land, any subleases to a Permitted Sublessee or the interest of any Permitted Sublessee or the fact that CIB has the Purchase Option or the Occupancy Option.

EXHIBIT K

ANNUAL OCCUPANCY FEE SCHEDULE
(in \$ Millions annually)

Years	2-8	9-13	14-18	19-23	24-28	29-33	34-38	39-40	41+
Calendar Years	'17-23	'24-28	'29-33	'34-38	'39-43	'44-48	'49-53	'54-55	'56+*
Fee For Entire Premises	2.7	2.4	2.2	2.0	1.8	.7	.5	.5	TBD
Fee For Only Practice Court Space and Executive Office Space	2.2	1.9	1.8	1.6	1.4	.6	.4	.4	TBD
Fee For Only Practice Court Space	1.7	1.4	1.3	1.2	1.1	.4	.3	.3	TBD

* The parties would negotiate a mutually acceptable annual occupancy fee in good faith (not to be less than the annual occupancy fee for the immediately preceding time period).

EXHIBIT L

FAIR MARKET RENT FOR THE OCCUPIED SPACE

The Fair Market Rent of the Occupied Space shall be determined as follows:

(a) Within fifteen (15) days following the exercise of the Occupancy Option, CIB and User shall attempt to agree upon the Fair Market Rent.

(b) If CIB and User shall fail to agree within such 15-day period, User and CIB shall each designate an independent broker meeting the qualifications set forth in clause (g) below by notice to the other party within fifteen (15) days after the expiration of such 15-day period.

(c) Within thirty (60) days of exercise of the Occupancy Option, each broker so designated shall provide User and CIB with a written opinion setting forth the broker's estimation of the Fair Market Rent.

(d) If only one broker is timely designated or only one broker timely delivers his written opinion, such broker's estimation of the Fair Market Rent shall be the Fair Market Rent.

(e) If the difference between the Fair Market Rent estimated by the two brokers does not exceed 5% of the higher value, then the Fair Market Rent shall be the average of the two estimations.

(f) If such difference exceeds 5% of the higher value, and the parties are not able to agree upon the Fair Market Rent on or before the sixtieth (60th) day following the exercise of the Occupancy Option, then the two brokers shall, within five (5) days thereafter, select a third independent broker meeting the qualifications set forth in clause (g) below, who shall provide User and CIB with a written opinion setting forth his or her estimate of the Fair Market Rent within thirty (30) days of his/her selection. The average of the two closest of the three brokers' estimates of the Fair Market Rent shall be the Fair Market Rent.

(g) Any broker selected to determine the Fair Market Rent (i) shall have at least fifteen (15) years' experience in leasing commercial office buildings in Marion County, Indiana, and (ii) shall be independent of CIB and User and any of their respective affiliates. Each party shall pay for the cost of the broker selected by such party and the parties shall share equally the costs of any third broker.

(h) The Fair Market Rent will be determined (a) as of the date of the exercise of the Occupancy Option; (b) assuming a 'lease' term in favor of CIB for the then remainder of the Term; (c) taking into account the financial creditworthiness of CIB as of the date of the exercise of the Occupancy Option; (d) based on rental rates for other properties comparable in quality, size, condition and age to the Premises in Marion County, Indiana; (e) taking into account the payment by CIB of its proportionate share of operating expenses; (f) as to the specific Occupied Space for which CIB has exercised the Occupancy Option and CIB's exclusive right to use and

occupy the Delaware Street Tunnel; and (g) taking into account such other factors as appraisers customarily consider in making such determination.

EXHIBIT M

OCCUPIED SPACE PROVISIONS

From and after the Surrender Date:

1. In addition to paying an annual occupancy fee as set forth in Section 26C in monthly installments in advance on the first day of each month, CIB shall pay to User a proportionate share (as specified herein) of all operating expenses incurred by User in connection with the Premises (the "**Operating Expenses**"), including Impositions, Insurance, utilities and maintenance and repair costs. If the Occupied Space does not consist of the entire Premises, User shall cause the electric servicing the 5th floor of the building to be separately metered and excluded from Operating Expenses.
2. If the Occupied Space consists of the entire Premises, CIB's proportionate share of Operating Expenses shall be 100%. If the Occupied Space consists of the Practice Court Space and the Executive Office Space only, CIB's proportionate share of Operating Expenses shall be 80%. If the Occupied Space consists of the Practice Court Space only, CIB's proportionate share of Operating Expenses shall be 60%. CIB's proportionate share of any Operating Expenses shall be due and payable thirty (30) days after notice in the form of an invoice therefor; provided however User shall be entitled to reasonably estimate the annual operating expenses and, upon notice to CIB specifying the amount of monthly installments of such annual estimated sum, CIB shall pay to User the monthly amount on the first day of each calendar month, in advance, without notice or demand. If User requires such monthly payments, User shall, within a reasonable time after the end of each calendar year, reconcile such monthly payments with the actual amount of operating expenses incurred by User for the prior year and deliver to CIB a statement thereof (an "**Annual Reconciliation Statement**"). User shall credit any overpayment of expenses to the next monthly installment due, or CIB shall pay any underpayment to User within thirty (30) days after delivery of the Annual Reconciliation Statement. User shall be entitled from time to time, upon written notice to CIB, to reasonably adjust the amount of the annual estimate of operating expenses, and from and after receipt of such notice, CIB shall pay the adjusted monthly amount thereof.
3. User may offset any amounts due from CIB against any amounts due from User to CIB pursuant to the Agreement. In addition, any amount payable by CIB that is not paid when due shall accrue interest at the Overdue Interest Rate.
4. CIB shall be entitled to rent payable by any tenants/occupants of the Occupied Space pursuant to agreements then in effect.
5. CIB shall not make any material alterations to the Occupied Space without User's prior written consent.
6. CIB shall not commit any act or omission with respect to the Occupied Space that would cause a User Default.

7. CIB shall indemnify, defend and hold the User Indemnified Parties harmless from and against all Damages arising out of or attributable to any personal or bodily injury (including death) or damage to property which occurs on the Occupied Space, except to the extent caused by any act or omission of a User Indemnified Party.

8. CIB's use of the Occupied Space shall be subject to any exclusive use provisions in favor of any Space Tenants.

9. CIB shall have the right to sublease or assign all or any part of its interest to a professional sports team or an occupant of a CIB facility without the consent of User, provided that CIB shall remain liable for all of its obligations under this Agreement.

10. At either party's request, the parties shall enter into a separate lease agreement for the Occupied Space setting forth the provisions of this Exhibit M and such other provisions that are customary for commercial lease agreements and mutually agreed upon by CIB and User, including provisions customary for a 'triple-net' lease if the Occupied Space consists of the entire Premises.

11. At any time the Occupied Space consists of the entire Premises, User shall have the right to terminate this Agreement.

EXHIBIT N

TERMINATION EVENT GARAGE SPACES

- The fifth floor office space shall be entitled to at least 70 spaces, but not more than 100, based upon the number of employees occupying the fifth floor office space from time to time and the anticipated need for visitor parking based on the particular usage of such space.
- The Executive Office Space shall be entitled to at least 40 spaces, but not more than 50 spaces, based upon the number of employees occupying the Executive Office Space from time to time and the anticipated need for visitor parking based on the particular usage of the Executive Office Space.
- The Practice Court Space shall be entitled to at least 80 spaces, but not more than 110 spaces, based upon the number of employees occupying the Practice Court Space from time to time and the anticipated need for visitor parking based on the particular usage of the Practice Court Space.
- The number of Garage Spaces shall be adjusted at least annually based upon the current number of employees and the anticipated need for visitor parking based on the particular usage of the applicable space; provided, however, the aggregate number of Garage Spaces shall never exceed 260 or be less than 190 and the number of spaces allocated to the fifth floor office space, the Executive Office Space and the Practice Court Space, respectively, shall never exceed or be less than the parameters set forth above.

SCHEDULE 1

GENERAL CONTRACTOR INSURANCE REQUIREMENTS

General Contractor shall purchase and maintain at least the minimum insurance coverages, limits and terms of insurance set forth below, covering its work and other activities, as well as those of its employees, subcontractors, consultants or other parties, if any, for whom the General Contractor is responsible with respect to construction of the Improvements.

- **Workers Compensation** Statutory Requirement

 - **Employer's Liability**
 - Bodily Injury by Accident \$1,000,000/each accident
 - Bodily Injury by Disease \$1,000,000/policy limits
 - Bodily Injury by Disease \$1,000,000/each employee

 - **Commercial General Liability**
 - General Aggregate \$2,000,000
 - Products/Completed Operations Aggregate \$2,000,000
 - Personal Injury (with Employment Exclusion Deleted) and Advertising Injury \$1,000,000
 - Each Occurrence Limit \$1,000,000
 - Damages to Rented Premises \$100,000
- Coverage provided by this policy shall include contractual coverage for liability assumed by contract and coverage for underground exposures. Policy shall also be endorsed to provide coverage for work performed on or about a railroad and to delete exclusions relating thereto (Endorsement shall be ISO Form CG 24 17 10 01 – Contractual Liability – Railroads). Products/Completed Operations Coverage shall be maintained for three (3) years following completion of General Contractor's services or work and General Contractor shall provide a Certificate of Insurance (at completion of its services or work and periodically during the three year period to the extent requested by CIB), showing that this coverage remains in effect. Endorsement providing additional insured status for ongoing Products/Completed Operations shall be ISO Forms CG 20 10 11 85, or a combination of ISO Forms CG 20 10 10 01 and CG 20 37 01, or substitute forms approved by CIB, in writing, which provide equivalent coverage.
- **Automobile** (for all owned, non-owned and hired vehicles, as well as uninsured and underinsured vehicles)
 - Combined Single Limit \$1,000,000

- **Umbrella/Excess** - Separate Umbrella policy (written in excess of the Commercial General Liability, Employer’s Liability and Auto policies on a follow form basis).

General Aggregate	\$10,000,000
Each Occurrence	\$10,000,000

- **Contractor’s Pollution Liability** – General Contractor shall procure Contractor’s Pollution Liability insurance with a limit for any one incident of not less than \$3,000,000 and an aggregate limit of \$3,000,000. The policy shall contain, or shall be endorsed to contain, a provision extending coverage for completed operations hazard losses for as long as there is exposure to claims under Indiana’s Statute of Repose, Ind. Code § 32-30-1. The policy shall cover sums that the insured becomes legally obligated to pay to a third party for the investigation, removal, remediation (including associated monitoring) or disposal of soil, surface water, groundwater or other contamination to the extent required by environmental laws (together “clean-up costs”) caused by pollution conditions resulting from covered operations, subject to the policy terms and conditions, including bodily injury, property damage (including natural resource damages), clean-up costs and legal defense costs. Such policy shall cover claims related to pollution conditions to the extent such are caused (i) by the performance of work; (ii) by transportation, including loading and unloading, by owned and non-owned vehicles and/or (iii) by other activities performed by or on behalf of the general contractor at risk that occur on or about the Land or the Parking Garage. The policy shall have no exclusions or limitations for loss occurring over water including a navigable waterway. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants. The policy shall contain a severability provision.
- **Professional Liability Insurance** – If and to the extent any portion of the work performed by the General Contractor is provided on a design-build basis, the General Contractor shall procure and maintain coverage for claims arising out of the performance of professional services and caused by any error, omission or negligent act, with minimum limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate, with a deductible or self-insured retention not to exceed \$500,000. If and to the extent any portion of the work performed by the General Contractor’s subcontractors is provided on a design-build basis, the General Contractor shall cause the applicable subcontractor performing the design-build work to procure and maintain coverage for claims arising out of the performance of professional services and caused by any error, omission or negligent act, with minimum limits of at least \$1,000,000 per claim and \$1,000,000 in the aggregate, with a deductible or self-insured retention not to exceed \$50,000.

- **Railroad Protective** – General Contractor shall procure and maintain Railroad Protective Liability (RPL) insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000. The RPL insurance shall satisfy the following additional requirements:
 - a. The RPL insurance policy must be on the ISO/RIMA Form of Railroad Protective Insurance – Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation, Inc. (“CSXT”) must be the named insured on the RPL insurance policy, with the address listed below:

CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202
 - c. The named address of General Contractor and Owner must be shown on the Declaration Page.
 - d. A description of operations and location must appear on the Declaration page.
 - e. Terrorism Risk Insurance Act (TRIA) coverage must be included.
 - f. Authorized endorsements must include Pollution Exclusion Amendment – CG 28 31, unless using form CG 00 35 version 96 and later.

CIB, MCCRFA and their respective officers, board members, employees, agents and representatives (as their interests may appear) shall be added as additional insureds to the Commercial General Liability, Automobile, Umbrella/Excess and Contractor’s Pollution Liability policies.

The coverage provided by General Contractor’s insurance as set forth herein shall be primary and noncontributory (including General Contractor’s Umbrella/Excess policy to be exhausted vertically above General Contractor’s Commercial General Liability, Employer’s Liability and Automobile policies), with any and all insurance maintained by the CIB and MCCRFA to be excess of General Contractor’s insurance as specified and required above.

General Contractor’s Worker’s Compensation, Employer’s Liability, Commercial General Liability, Automobile, Umbrella/Excess and Contractor’s Pollution Liability policies shall be endorsed to provide waiver of subrogation in favor of CIB, MCCRFA and their officers, board members, employees, agents and representatives.

All required insurance shall be procured from insurance companies authorized to do business in the State of Indiana and having an A.M. Best Rating of A- (or better). If one or more of the policies providing the required coverages, limits and terms of insurance set forth above expire or

renew during the period in which General Contractor is accessing the Land, the Fieldhouse, the Parking Garage or the Vehicular Ramp to construct the Improvements, an updated Certificate of Insurance shall be provided to the CIB, at least ten (10) days before the expiration or renewal of the existing policy, confirming that the required coverages, limits and terms of insurance will remain in place under either a renewal of the existing policy or the procurement of a new policy. CIB shall also have the right at any time during the period in which General Contractor is accessing the Land, the Fieldhouse, the Parking Garage or the Vehicular Ramp to construct the New Improvements (and during any period in which extended coverages are required) to periodically request that an updated Certificate or Certificates of Insurance be provided to confirm that the required coverages, limits and terms of insurance remain in effect. If such updated Certificate or Certificates is not provided within ten (10) days of the CIB's request, the CIB may, by written notice to User, rescind the right of General Contractor to access the Land, the Fieldhouse, the Parking Garage or the Vehicular Ramp, until a satisfactory Certificate of Insurance has been provided which confirms that all required coverages, limits and terms of insurance are in effect.

DESCRIPTIONS (Continued from Page 1)

additional insured, when required by written contract or written agreement.

Where required by contract or agreement requiring insurance, a waiver of subrogation in favor of Capital Improvement Board of Managers of Marion County, Indiana, Marion County Convention and Recreational Facilities Authority and their respective officers, board members, employees, agents and representatives (as their interests may appear) applies with respects to the Employers Liability policy.

Umbrella Follows form. The deductible for the Professional Liability policy is \$75,000 per claim.