



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA

FINANCE COMMITTEE MEETING

UNTIL FURTHER NOTICE, MEETINGS WILL BE MADE AVAILABLE TO THE PUBLIC VIA ZOOM AND CIVICCLERK

Tuesday, September 8, 2020

6:15 PM

***Join via internet:**

<https://us02web.zoom.us/j/89764586814?pwd=KzZkdDZLYjRrYk5EMGhDWVA2ZWExQT09>

Passcode: 445872

***Join via Telephone: (312) 626-6799 or (929) 436-2866**

Webinar ID: 897 6458 6814

***Join via CivicClerk: <https://charlestonwv.civicclerk.com>**

I. DISCUSSION:

- a. Approval of Previous Minutes 8-17-2020

II. RESOLUTIONS:

- a. Resolution No. 372-20 - Authorizing the Mayor or City Manager to take all steps necessary to enter into a Lease/Purchase Agreement with DHF, LLC of a portion of the City-owned lot located at 1310 Smith Street
- b. Resolution No. 373-20 - Authorizing the Mayor or City Manager to purchase a FARO laser scanner for the Charleston Police Department's Accident Investigation Bureau
- c. Resolution No. 374-20 - Authorizing the Charleston Coliseum & Convention Center / Municipal Auditorium Board to enter into a 5-year management agreement with the OVG Facilities, LLC, to perform all day-to-day management activities of both the Coliseum & Convention Center and the Municipal Auditorium

- d. Resolution No. 375-20 - Authorizing the Mayor or City Manager to cancel the Letter of Credit expiring May 1, 2021 approved by City Council on April 20, 2020 and to enter into an Agreement with WesBanco, Inc. for a Standby Letter of Credit in the amount of \$750,000 for a term starting September 21, 2020 to provide security in lieu of a surety bond for liability of potential workers' compensation claims as a self-insured employer.

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., AUGUST 17, 2020
A/V CONFERENCE ROOM*

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., August 17, 2020, in the Audio/Visual Room in City Hall*.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Ben Adams
Becky Ceperley
Mary Beth Hoover
Will Laird

*In response to the COVID-19 pandemic, the meeting of the Finance Committee was conducted electronically. The meeting was made available to the public as a live stream via Zoom and CivicClerk (per the agenda).

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the August 3, 2020 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 369-20 - A Resolution authorizing the Mayor or City Manager to submit a grant application to the Department of Justice - Edward Byrne Memorial Justice Assistance Grant program in the amount of \$123,807.00 and administer any funds awarded. The Charleston Police Department will use \$81,005.00 to purchase items including hand-held radios, motorcycle safety equipment upgrades, FARO laptop and covert recording devices. The Kanawha County Sheriff's Department will utilize \$42,802.00 to purchase crime scene investigation supplies.

Be it Resolved by the Council of the City of Charleston, West Virginia:

The Mayor or City Manager is authorized to submit a grant application to the Department of Justice - Edward Byrne Memorial Justice Assistance Grant program in the amount of \$123,807.00 and administer any funds awarded. The Charleston Police Department will use \$81,005.00 to purchase items including hand-held radios, motorcycle safety equipment upgrades, FARO laptop and covert recording devices. The Kanawha County Sheriff's Department will utilize \$42,802.00 to purchase crime scene investigation supplies.

City Manager, Jonathon Storage, added that the Edward Byrne Memorial Justice Assistance Grant is a grant program administered by the Department of Justice's Bureau for Justice Assistance. The purpose of the grant program is to award funds to units of local government to improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenders, by providing additional equipment, training, and technical assistance to law enforcement. The City of Charleston and the Kanawha County Sheriff's Department plan to partner on the grant submission. \$123,807 will be requested in the application. \$81,005 will be for the Charleston Police Department for the purchase of: Motorcycle Safety Upgrades (sirens and covers, running lights, saddlebags, engine guard lights and adjustable clutch/brake handles), Replacement of hand-held Interoperable Radios (IRPs), FARO 3D Scanning Machine and Laptop and \$42,802 for the County Sheriff to purchase crime scene investigation supplies.

Councilmember Jenkins added that the DARO system can reproduce crime and accident scenes, and is an excellent tool for the CPD.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 369-20 approved.

- b. Resolution No. 370-20 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha County Commission designating the City as the applicant and fiscal agent for the Edward Byrne Memorial Justice Assistance Grant application.

Be it Resolved by the Council of the City of Charleston, West Virginia:

The Mayor or City Manager is authorized to enter into a Memorandum of Understanding with the Kanawha County Commission designating the City as the applicant and fiscal agent for the Edward Byrne Memorial Justice Assistance Grant application.

Storage added that the resolution allows the City to act as the principal for the purposes of submitting the grant, and commits the Sherriff's Department to abide by the rules, regulations and reporting requirements for the grant funds.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 370-20 approved.

- c. Resolution No. 371-20 - Authorizing approval of Amendment No. 2 in the FY 2020-2021 General Fund Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That Amendment No. 2 in the FY 2020-2021 General Fund Budget as indicated on the attached list of accounts is approved.

Storage added that on July 20th, City Council approved an amendment to the City of Charleston's 2019 Annual Action Plan with the U.S. Department of Housing & Urban Development to appropriate \$892,222 in Community Development Block Grant funding, which was specifically allocated from the federal government in response to the ongoing COVID-19 pandemic. In the CDBG-CV amendment, some of those funds were allocated over a two-year period to reimburse the City's General Fund for costs associated with salary and benefit expenses for a Mental Health Coordinator within the Mayor's CARE Office. The budget amendment accounts for the receipt and appropriation of part of those moneys within the General Fund's CARE Office Personal Services Accounts for the current fiscal year.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 371-20 approved.

General Fund FY 2020-2021 Budget Amendment No. 2 - August 17, 2020

Account No.	Department	Account Description	Amount
001 381 13 0000	Revenue	Other Reimbursement - CDBG-CV	(65,000)
001 409 02 003 1 103	CARE Office	Salary & Wages	49,100
001 409 02 003 1 104	CARE Office	FICA	3,751
001 409 02 003 1 105	CARE Office	Medical & Life Insurance	8,102
001 409 02 003 1 106	CARE Office	PERS	4,910
001 409 02 003 1 111	CARE Office	Dental & Vision Insurance	475
001 409 02 003 1 112	CARE Office	Employee Contribution	(1,338)

To recognize the reimbursement from the CDBG-CV budget and creating the corresponding Mental Health Coordinator position in the CARE Office.

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.

Resolution No. 372-20

Introduced in Council:

Adopted by Council:

September 8, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 372-20 - Authorizing the Mayor or City Manager to take all steps necessary to
2 enter into a Lease/Purchase Agreement with DHF, LLC of a portion of the City-owned lot
3 located at 1310 Smith Street, as described in Exhibit A to the attached proposed
4 Lease/Purchase Agreement.

5
6 WHEREAS, the City of Charleston owns a parking lot located at 1310 Smith Street, which has
7 not been used consistently by either monthly parkers or daily parkers;

8
9 WHEREAS, the City of Charleston was approached by DHF, LLC regarding an interest in
10 purchasing a portion of the lot to be used to facilitate the economic development project of
11 expanding the adjacent business, Hidden Trails Motorsports of Charleston, onto a portion of
12 the lot for the purpose of an outdoor showroom and unit storage space;

13
14 WHEREAS, the City of Charleston had the entire lot appraised in 2019 and it was determined to
15 have a value of \$612,000, but the portion of the lot at issue in the Lease/Purchase Agreement
16 is approximately three eighths of the total lot, thereby making its fair market value \$229,500;
17 and

18
19 WHEREAS, the City of Charleston is authorized by West Virginia Code § 8-12-18 to lease
20 property for fair and adequate consideration upon approval of a resolution by the City Council
21 following a public hearing that was noticed via a Class I legal advertisement and the City of
22 Charleston is authorized by Municipal Code Section 3-14 to sell real property for fair market
23 value and without a public auction where Class II legal advertisement provides notice of the
24 proposed conveyance and other requirements are met.

25
26 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

27
28 That the City Council hereby finds that the portion of the lot located at 1310 Smith Street, as
29 described in Exhibit A to the attached proposed Lease/Purchase Agreement is proposed to be
30 used to facilitate a specific economic development project for the City of Charleston.

31
32 That notice of the proposed Lease/Purchase Agreement was published by Class II legal
33 advertisement in order to satisfy the requirements of both West Virginia Code § 8-12-18(c) and

1 City of Charleston Municipal Code Section 3-14 to provide public notice of the proposed
2 Lease/Purchase Agreement and allow for a public hearing regarding the proposal.

3

4 That the City Council has received sufficient documentation evidencing that all project plans
5 have been approved by all necessary and relevant state and municipal committees and
6 departments, all necessary and relevant state and municipal permits are in place or are
7 approved subject to purchase of the property, and funding for the project is secured.

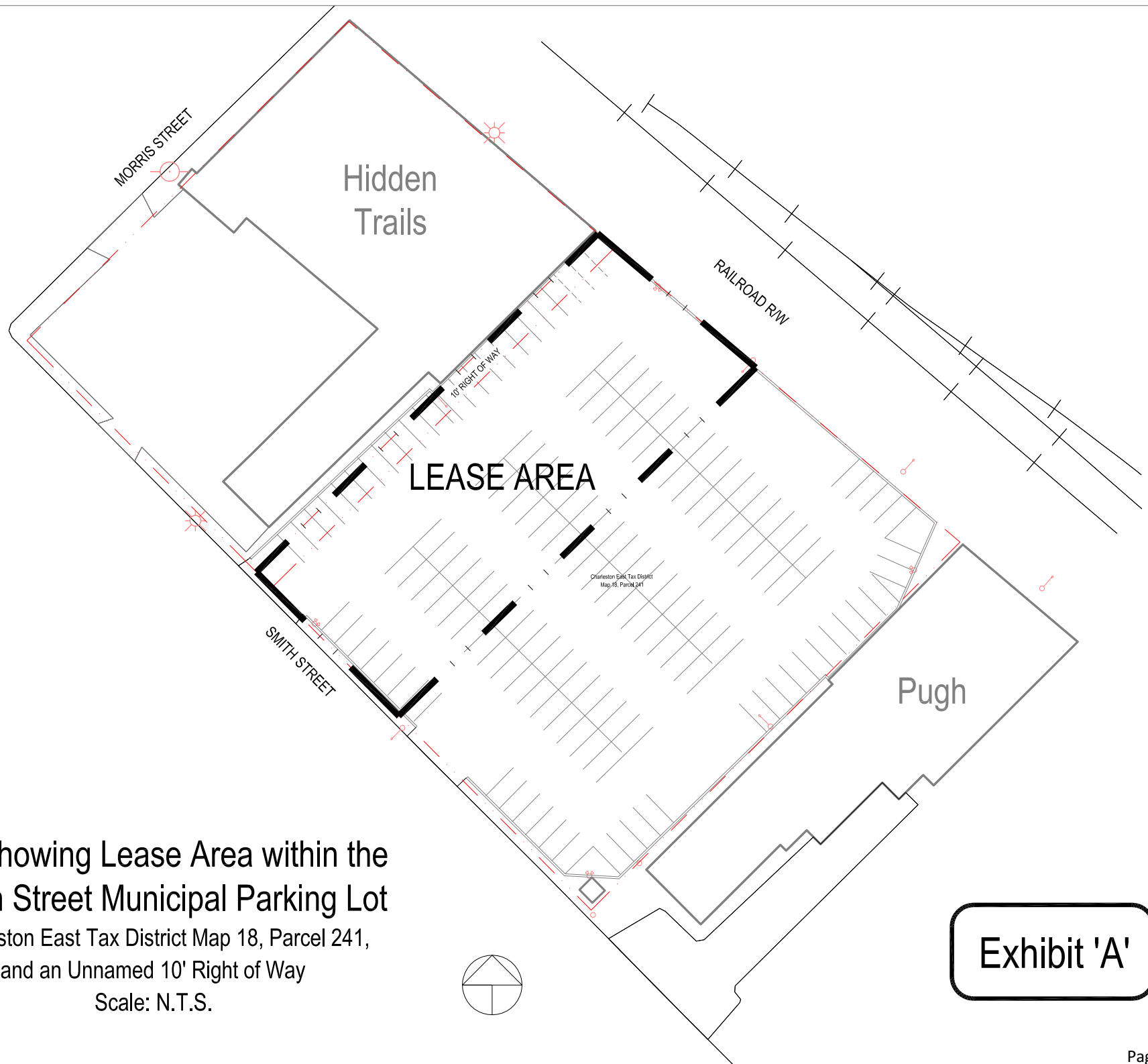
8

9 That the terms of the proposed Lease/Purchase Agreement provide for fair and adequate
10 consideration during the period of the Lease term and that the purchase price option
11 represents the fair market value of the portion of the lot such that City Council is satisfied that
12 the provisions of West Virginia Code § 8-12-18(c) and City of Charleston Municipal Code
13 Section 3-14 are satisfied.

14

15 That, therefore, the City Manager or Mayor are authorized to take all steps necessary to enter
16 into a Lease/Purchase Agreement with DHF, LLC of a portion of the City-owned lot located at
17 1310 Smith Street, as described in Exhibit A to the attached proposed Lease/Purchase
18 Agreement.

19



Plat Showing Lease Area within the Smith Street Municipal Parking Lot

Charleston East Tax District Map 18, Parcel 241,
and an Unnamed 10' Right of Way

Scale: N.T.S.

Exhibit 'A'



CITY OF CHARLESTON **LEASE/PURCHASE AGREEMENT**

This Lease/Purchase Agreement (hereinafter “Agreement”) is made on this _____ day of _____, 2020, by and between the **CITY OF CHARLESTON** (hereinafter “Lessor”), and the **DHF, LLC** (hereinafter “Lessee”). The above parties may be referred to collectively as the “Parties”.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1: LEASE OF PROPERTY

1.1 Lease; Possession and Use.

Lessor hereby leases the Property as described in subsection 1.2 to Lessee upon the terms and conditions set forth herein and as contained in any subsequent amendment or schedule. Lessor warrants that during the term of this Agreement and so long as no event of default or event of termination has occurred thereunder, Lessor or anyone rightfully claiming an interest therein shall not interfere with Lessee's possession and use of said property leased herein. However, the Lessor and any third-party utility company authorized by the Lessor shall have the right of entry and the expressed permission to inspect the property contained herein. If warranted, the Lessor or third-party utility company with the permission of the Lessor shall be permitted to take action to preserve the value of the property referenced herein, repair any aspects as deemed necessary by the Lessor and/or manage any utilities currently located therein.

1.2 Property Description.

The property subject to this Agreement is as follows:

A portion of the City-owned lot located at 1310 Smith Street, Charleston, WV; Area approximately equal to 60 parking spaces thereon and abutting the Hidden Trails building currently located at 710 Morris Street. More particularly bound and demonstrated in Exhibit A attached hereto.

ARTICLE 2: TERM; USAGE

2.1 Term.

The term of this Agreement shall commence on the Lease Date set forth above and be sustained for a ten (10) year duration. This Agreement shall terminate upon

payment of the final Rental Payment thereunder and the end of lease payment obligation as described herein, unless sooner terminated pursuant to this Agreement.

2.2 Effect of Termination.

Upon termination of this Agreement as provided herein, all of Lessee's right, title and interest in and to the applicable property shall terminate. If Lessee has failed to restore the property to its pre-existing condition or otherwise comply with other obligations herein described, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the rental payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

2.3 Usage.

The Lessee is hereby permitted to use the property herein leased as an outdoor showroom and/or unit storage. The Lessee shall be permitted to secure, preserve and maintain this lot in accordance with this stated purpose. The Lessee is not permitted to place, build or otherwise maintain any structure, affixed or movable, upon the property without prior written consent by the Lessor.

ARTICLE 3: RENTAL PAYMENTS

3.1 Appraisal Value of Property.

Pursuant to the laws of the State of West Virginia and in contemplation of a purchase, the City is required to sell its real property for fair market value. Therefore, the City hereby represents that said property at issue is a portion of a substantially larger lot of land and that the fair market value of the entire lot, which includes said portion herein leased, was appraised in the year 2019 for a determined value of \$612,000.00.

3.2 Down Payment (Option Cost).

Lessee hereby agrees to pay an upfront payment as consideration for this Agreement in the amount of \$5,000.00. This amount shall be paid contemporaneous to the signing of this Agreement. In the event that said amount is not tendered at the time of signing, this Agreement shall be rendered null and void.

3.3 Rental Payments.

Lessee hereby agrees to pay the Rental Payment amount contained herein on the first day of every month for the entire term of this Agreement. The Rental Payment amount due each and every month shall be \$1,000.00. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally

available therefor. If the first of the month is a weekend or holiday, the Lessee shall pay the Rental Payment on the next available business day. In the event that any Rental Payment is delinquent for a period of five (5) days or more, the Lessor may consider the Lessee in default under this Agreement and take actions in accordance with the Default section contained herein.

3.4 Unconditional Payments.

The Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional. The Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any potential disputes. The Lessee shall not assert any right of set-off, counterclaim, recoupment, deduction, defense or other right against its obligation to make these payments. The Lessee's obligation to make Rental Payments or other payments shall not be abated for any reason, including but not limited to accident, unforeseen circumstances, and/or damage or destruction to the property.

ARTICLE 4: PREPAYMENT; END OF LEASE PAYMENT; PURCHASE OPTION

4.1 Prepayment.

Lessee shall have the option to prepay its obligations under this Agreement, in whole or in part at any time. If Lessee elects to prepay its obligations under this Agreement the Lessee accepts the risks of loss and the Lessor shall not be obligated for a refund of any amount therein unless said loss is attributable to actions of the Lessor.

4.2 End of Lease Payment.

On the last month when said Rental Payments are due to the Lessor hereunder, the Lessee shall pay the full amount of \$1,000.00 to the Lessor. In addition to this Rental Payment, the Lessee shall provide valid proof that all applicable charges, expenses, taxes, and fees, whatsoever affiliated with the property as obligated hereunder have been satisfied. Further, the Lessor must inspect the property within ten (10) days of the final payment rendered herein to ensure proper accounting for any other known costs or damages to be asserted by the Lessor regarding the property leased.

4.3 Purchase Option.

At any time during the lease term, the Lessee shall have the option to purchase its used portion of the lot referenced in this Agreement at the locked-in purchase price of \$229,500.00, which represents the fair market value of the portion of the lot herein leased. If so elected, the Lessor will attribute twenty-five percent (25%) of the monthly rent to be applied to the purchase price but excluding any amount of the down payment, which represents the cost of having the option (option cost). Upon exercising the purchase option, the Lessee shall be obligated for all costs

associated with the purchase of said lot, including but not limited to recording fees and title insurance.

4.4 Interest in Property.

Upon timely receipt of all the amounts referenced herein and exercise of the purchase option, all of Lessor's right, title and interest in and to the property herein referenced shall terminate, and Lessor shall convey to Lessee all such documents and instruments to evidence the Lessee's ownership interest in the property, as-is, where is, without any warranty by or recourse to Lessor.

4.5 Title.

During the Term, equitable title and possession to the property shall be in Lessee, subject to Lessor's legal title and interest under the applicable Agreement, until such time as the Agreement expires or is terminated or the purchase option is exercised.

ARTICLE 5: REPRESENTATIONS; WARRANTIES; TAX PROVISIONS

5.1 Representations and Warranties.

Lessee shall be deemed to make the following representations and warranties to Lessor with respect to this Agreement Lease:

Lessee is a limited liability company in good standing with the City of Charleston, the State of West Virginia and the United States of America, in reference to outstanding debts, licensing and taxes. This Agreement has been duly executed and delivered by and constitute the valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms. The Lessee represents that will not violate any state or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee. Lessee represents that there is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement. Except as otherwise disclosed in writing by Lessee to Lessor, Lessee has not at any time during the past ten (10) years defaulted under, or terminated as a result of insufficient funds being appropriated, any lease, rental agreement, lease-purchase agreement, payment agreement, contract for purchase, loan or bond. Lessee's exact legal name is as set forth on the first page of this Agreement.

5.2 Tax Provisions.

The Lessee hereby acknowledges and accepts all responsibility for any tax due or becoming due pursuant to this agreement, including but not limited to County

property for the property herein leased upon receiving proper notice from the taxing jurisdiction. The Lessee also agrees to maintain good standing with the Internal Revenue Service, State Tax Department and the City of Charleston's Office of the City Collector. If the use, possession or acquisition of the property is determined to be subject to taxation or later becomes subject to taxation in any form, Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the property or any part thereof, during the lease Term, whether assessed against Lessee or Lessor.

ARTICLE 6: INSURANCE; DAMAGES; LIENS

6.1 Liability and Property Insurance.

Lessee shall, at its own expense, procure and maintain continuously in effect during the full lease Term: (a) general liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the property sufficient to protect Lessor and its successors and assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence, and (b) insurance against all risks of physical loss or damage to the property as Lessor may require (including all risk casualty and property insurance) in an amount equal to the full replacement cost of said property. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any material change in the coverage (including cancellation or non-renewal) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its successors and assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its successors and assigns as sole lender loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee.

6.2 Hold Harmless.

Lessee expressly accepts the responsibility for any damages, including but not limited to damage to the Lessor's property, Lessee's property and/or third-party property or persons, that may potentially result pursuant to this Agreement. Therefore, Lessee hereby releases, acquits, and forever discharges the Lessor and its predecessors, successors, affiliated companies and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, assigns, partners, departments, and sponsors (collectively, "the Releasees") for any and all claims, insurance claims, demands, allegations, suits, actions, causes of action and liability in any way relating to or arising from this Agreement between the Lessee and Lessor. Lessee expressly waives any right to make a claim related to this Agreement in any forum against the Lessor and its legal representatives, agents, employees, assigns, partners, departments, and sponsors. Lessee further

acknowledges that it will hold harmless and indemnify the Releasees for any claims made by third parties against the Releasees that in any way relate to Lessee's decision to enter into this Agreement with the Lessor for the leasing of the property.

6.3 Liens.

Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or other claim with respect to the property herein leased, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such pledge, lien, charge, encumbrance or claim otherwise made if the same shall arise at any time. Lessee shall be responsible for all gas, water, steam, electric, heat, power, telephone, utility and other charges incurred in the maintenance, use, occupancy and upkeep of the property, as applicable.

ARTICLE 7: ASSIGNMENT; SUBLEASING

7.1 Assignment and Subleasing.

Neither this Agreement nor any lease or purchase option created herein may be assigned, subleased, sold, transferred, or pledged by Lessee to any third-party without prior written consent by the Lessor. Notwithstanding the previous sentence, the Lessee may sublet the property to Hidden Trails Motorsports of Charleston. Lessee agrees to notify the Lessor in writing of any assignment to Hidden Trails Motorsports of Charleston within 30 days of the assignment.

ARTICLE 8: DEFAULT; TERMINATION; REMEDIES

8.1 Default.

The occurrence of any of the following events with respect to the Lease shall constitute an "Event of Default" under such Lease:

- a. Lessee's failure to pay any Rental Payment or other amount as required to be paid to Lessor under the Agreement within thirty (30) days following the due date thereof;
- b. Lessee's failure to maintain insurance as required by this Agreement;
- c. Lessee's failure to perform or abide by any condition, agreement or covenant with respect to this Agreement for a period of thirty (30) days after written notice by Lessor to Lessee identifying said failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;
- d. Lessor's determination that any representation, warranty or statement made by Lessee in or pursuant to the Agreement was untrue in any material respect on the date made; and/or
- e. The filing of a petition in bankruptcy or receivership or similar proceeding by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment

or attachment, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

8.2 Remedies on Default.

Upon the occurrence of an Event of Default with respect to this Agreement, Lessor shall have the right, at its option and upon written notice to Lessee, to exercise one or more of the following remedies with respect to such Lease:

- a. Lessor, with or without terminating the Lease, may declare all Rental Payments payable under the Lease to the end of the then-current year of Agreement to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;
- b. Lessor may terminate the Agreement, enter and repossess the property subject to the Agreement by giving Lessee ten (10) day written notice of such intent; and/or
- c. Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

8.3 Late Fee.

Lessor shall have the right to require a late payment charge for each Rental Payment or any other amount due hereunder which is not paid within 5 days of the date when due equal to \$10.00 per day accumulating until such payment is rendered.

8.4 No Exclusivity.

Each of the rights and remedies under this Agreement are cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

8.5 Costs.

Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable thereunder, enforcement costs and expenses, including but not limited to attorney fees, incurred by reason of such Event of Default or the exercise of Lessor's rights or remedies hereunder, whether incurred pre-judgment or post-judgment or prior to, during or after any proceeding. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee. The Late Fee provision shall be applied to the payment of these costs.

8.6 Termination Without Cause.

Lessor shall have the right to terminate this Agreement at any time, without cause, so long as the Lessor provides ninety (90) days' notice to the Lessee of said termination. If this termination option is exercised by the Lessor, the Lessee shall be entitled to possession of the property for the ninety (90) days subsequent the notice without the obligation of Rental Payments for that period of time. Once the property has been returned to its pre-existing condition, with any approved or agreed upon improvements contained thereof, the Lessor shall refund the down payment (option cost) fee.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 Notices.

All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

9.2 Severability.

In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

9.3 Entire Agreement and Amendments.

This Agreement contains the entire Agreement between the Parties and is not modified or changed by any oral promises or statements. The Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

9.4 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

9.5 Further Assurances and Corrective Instruments.

Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to confirm, establish, reestablish, continue or complete any interests reasonably at issue in this Agreement.

9.6 Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Kanawha County, West Virginia or the United States District Court for the Southern District of West Virginia. The Parties agree to participate in good-faith negotiations to resolve any potential issues arising out of this Agreement and/or pertaining to the leased property herein described before initiating any judicial proceedings.

9.7 Mutual Drafting.

The Parties agree that this Agreement, in its final form, is the product of mutual efforts by the Parties following review and consideration by each, and this Agreement shall not be construed or interpreted against any Party based presumably upon that Party drafting this Agreement.

By the duly-authorized signatures below, the Lessor and Lessee hereby agree and accept the terms set forth in this Agreement and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement.

CITY OF CHARLESTON
[Lessor]

DHF, LLC
[Lessee]

Signature

Signature

Title

Title

Date

Date

Resolution No. 373-20

Introduced in Council:

Adopted by Council:

September 8, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 373-20 – Authorizing the Mayor or City Manager to purchase a FARO laser
2 scanner for the Charleston Police Department’s Accident Investigation Bureau for an amount
3 not to exceed \$59,000. The scanner will be used to provide exceptional detailed mapping of
4 accident scenes that will greatly enhance the Police Department’s investigative abilities.

5

6 Be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 The Mayor or City Manager is authorized to purchase a FARO laser scanner for the Charleston
9 Police Department’s Accident Investigation Bureau for an amount not to exceed \$59,000. The
10 scanner will be used to provide exceptional detailed mapping of accident scenes that will
11 greatly enhance the Police Department’s investigative abilities. The cost of the scanner will be
12 expensed to Fund No. 042 (Unclaimed Property Fund).

Resolution No. 374-20

Introduced in Council:

Adopted by Council:

September 8, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 374-20 – Authorizing the Charleston Coliseum & Convention Center / Municipal
2 Auditorium Board (“Board”) to take all action necessary to enter into a five-year management
3 agreement with the OVG Facilities, LLC, to perform all day-to-day management activities of
4 both the Coliseum & Convention Center and the Municipal Auditorium, where the Board will
5 retain oversight over and approval of operating budgets, financial accounts, fee schedules,
6 facility vendor contracts, capital improvement expenditures, and any other matter authorized
7 by City ordinance. The approved agreement is attached as Exhibit A.

8

9 Be it Resolved by the Council of the City of Charleston, West Virginia:

10

11 The Charleston Coliseum & Convention Center / Municipal Auditorium Board (“Board”) is
12 authorized to take all action necessary to enter into a five-year management agreement with
13 the OVG Facilities, LLC, to perform all day-to-day management activities of both the Coliseum
14 & Convention Center and the Municipal Auditorium, where the Board will retain oversight over
15 and approval of operating budgets, financial accounts, fee schedules, facility vendor contracts,
16 capital improvement expenditures, and any other matter authorized by City ordinance. The
17 approved agreement is attached as Exhibit A.

18

MANAGEMENT AGREEMENT

between

Charleston Coliseum & Convention Center / Municipal Auditorium Board of Directors

and

OVG Facilities, LLC
or its designated Affiliate

Dated: August __, 2020

MANAGEMENT AGREEMENT

This Management Agreement is made as of August____, 2020 ("**Effective Date**"), by and between the City of Charleston through authority granted to the Charleston Coliseum & Convention Center / Municipal Auditorium Board of Directors ("**Client**"), and OVG Facilities, LLC or its designated affiliate ("**Manager**").

RECITALS

WHEREAS, Client controls and operates (i) that certain entertainment complex commonly known as the Charleston Coliseum & Convention Center (the "**Convention Center**"), which includes a 13,000-seat spectator arena (the "**Arena**"), a 738-seat performing arts venue, 30 meeting rooms, a 25,000 square foot ballroom, a 52,000 square foot exhibit hall, and certain ancillary service and outdoor areas, including an industrial kitchen and food service areas, and (ii) the 3,400 seat Charleston Municipal Auditorium (the "**Auditorium**"); together with the Convention Center, the "**Complex**").

WHEREAS, Client desires to engage Manager to manage and operate the Complex on behalf and for the benefit of Client, as more specifically described herein, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein;

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: The term "Affiliate" means a person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: The term "Agreement" means this Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

Booking Contracts: The term "Booking Contracts" means user/rental agreements, booking commitments, licenses and all other contracts or agreements generating revenue for the use of the Complex and entered into in the ordinary course of operating the Complex. All Booking Contracts, except for Existing Contracts, will be negotiated by and entered into by Manager as agent on behalf of Client; and, Manager will be responsible for the administration of the Booking Contracts; provided however, Booking Contracts that are also Material Contracts will be deemed to be Material Contracts.

Capital Expenditures: The term "Capital Expenditures" means all expenditures for building additions, alterations, repairs, or improvements, and for purchases of additional or replacement machinery or equipment, where the cost of such expenditure is greater than \$5,000 (provided any series of capital additions, alternations, repairs, replacements or purchases that would ordinary be considered a single project or would ordinarily be effected by entering into a single contract shall be considered a single costs item for purpose of determining whether it is a Capital Expenditure) or the depreciable life of the applicable item is, according to generally accepted accounting principles, in excess of five (5) years.

Client: The term "Client" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Commercial Rights: The term "Commercial Rights" means naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, Internet, website, and data base rights, premium seating (e.g., suites and club seats, if any), merchandise sales, and memorial gifts at or with respect to, the Complex, and owned or controlled by Client.

Complex: The term "Complex" shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include all parts of the Convention Center, Arena and Auditorium, including but not limited to any suites, locker rooms, meeting rooms, box office, convention center, exhibit halls, ballrooms, common areas, lobby areas, executive and other offices, storage and utility facilities, and the entrances, grounds, sidewalks and parking areas immediately surrounding the Complex and adjacent thereto.

CPI: The term "CPI" means the consumer price index for the South Region, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Designated Manager Positions: The term "Designated Manager Positions" means the General Manager, Director of Sales and Booking, Marketing Manager, two (2) Convention Sales Managers, and the Director of Corporate Partnerships.

Effective Date: The term "Effective Date" shall have the meaning ascribed to such term in the opening paragraph of this Agreement.

Emergency Repair: The term "Emergency Repair" means the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Complex threatening persons or property.

Event or Events. The term "Event" or "Events" means any public or private events to be held at the Complex.

Event Account: The term "Event Account" means a separate interest-bearing account in the name of Client and under Client's Federal ID number in a local qualified public depository, to be designated by Client, where revenue derived from Events (including, if applicable, any advance ticket sale revenue) is deposited by Manager.

Event of Force Majeure: The term "Event of Force Majeure" means an act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, health emergency, pandemic, epidemic, quarantine, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Complex or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: The term "Existing Contracts" means agreements relating to the day-to-day operation of the Complex existing as of the Effective Date. A list of Existing Contracts is attached hereto as Exhibit A.

Finance Manual: The term "Finance Manual" means a document, to be agreed between Client and Manager as described in Article 8, and updated from time to time thereafter, governing financial matters at the Complex such as (i) responsibility for handling Complex accounts, such as the Event Account and Operating Account; (ii) mechanisms for funding Complex operations; (iii) responsibilities for preparing and circulating an

audit of Complex financials; (iv) insurance premiums and loss information for the Complex, and other matters as the parties may agree from time to time.

General Manager: The term “General Manager” means the employee of Manager acting as the full-time on-site general manager or executive director of the Complex.

Gross Operating Revenue: The term “Gross Operating Revenue” means the total revenue earned and received from the operation of the Complex or any portion thereof including, without limitation, revenue received in connection with rental of the Complex, premium seating revenue (including suites, club seats and the like), revenues from hospitality, catering or concessions, group sales commissions, facility fees, box office fees, convenience fees, handling fees, ticketing rebates, commissions, royalties or other fees retained by the Complex (or a third party on behalf of the Complex) from any party granted the right to sell tickets to Events at the Complex, sales of premium seats sold on an event-by-event basis, sales of Commercial Rights, parking fees and any other revenue generated by Manager’s operation of the Complex.

Laws: The term "Laws" means federal, state, local, and municipal laws, statutes, rules, regulations, and ordinances.

Management-Level Employees: The term "Management-Level Employees" means General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Complex (including employees performing the functions of the Director of Operations, Director of Sales and Marketing of Events, Director of Security, Finance Director, and Event Manager).

Manager: The term "Manager" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Material Contracts: The term "Material Contracts" means any contract that (a) is with a professional sports team or university sports team to use the Complex for the purpose of playing its “home” games; or (b) extends beyond the Term of this Agreement. All Material Contracts shall remain subject to the prior review and written approval of Client.

Operating Account: The term "Operating Account" means a separate interest-bearing account in the name of Client and under Client's Federal ID number in a local qualified public depository, to be designated by Client, where revenue is deposited and from which operating expenses are paid. Manager shall have the authority to sign checks and make withdrawals from this account subject to limitations more specifically set forth in this Agreement.

Operating Budget: The term “Operating Budget” means a line-item budget for the Complex that includes a projection of Gross Operating Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: The term “Operating Expenses” means all expenses paid or incurred by Manager in connection with the operation of the Complex. Notwithstanding the foregoing, “Operating Expenses” shall not include the following, for which Client shall remain solely responsible: (i) property taxes or similar charges levied on the Complex; (ii) the cost of any Capital Expenditures, unless Client and Manager otherwise agree in writing (it being the intent of the parties that individual capital expenditures below the \$5,000 threshold be treated as an Operating Expense); (iii) any reserve for the replacement of fixtures, furniture or equipment or any future capital expenditures; (iv) principal, interest or any other amounts payable by Client in connection with any financing secured by or in connection with the Complex; (v) depreciation and amortization expenses; (vi) emergency repairs, as set forth in Section 11.2; (vii) pre-existing obligations, including legal liabilities that, among other things, pending or future liabilities that arose from claims occurring prior to the Effective Date;

(viii) Client's expenses (including legal expenses) with respect to this Agreement; (ix) one-time transition costs resulting from the prior manager's departure from the Complex that are not ongoing Operating Expenses; and (x) any other expenses of Client that are not directly related to Manager's operation of the Complex.

Notwithstanding anything else to the contrary contained herein, to the extent that any Affiliate of Manager provides certain corporate overhead-type services on behalf of Manager and other Affiliates of Manager, including, without limitation, services such as financial, legal, payroll or human resources, then Manager shall be permitted to include within the definition of "Operating Expenses" an expense equal to the reasonable cost of such expenses incurred by Manager (or its Affiliates) in its reasonable discretion. For the avoidance of doubt, such amounts shall be included in the applicable Operating Budget.

Operating Fee: The term "Operating Fee" means the fixed monthly fee Client shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

Operating Year: The term "Operating Year" means the period of time from July 1st through the June 30th of the following calendar year, provided that the first Operating Year shall mean the period from August 9, 2020 through June 30, 2021, and the last Operating Year shall mean the period from July 1 through June 30 of the final year of the Term.

Performance Fee: The term "Performance Fee" means a fee Client may pay to Manager based upon the performance of the Complex each Operating Year, as more fully described in Section 3.2 of this Agreement.

Service Contracts: The term "Service Contracts" means agreements for services to be provided in connection with the operation of the Complex, including without limitation, web development and maintenance, computer support services, fixtures, furniture and equipment purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal, and other services either necessary or useful in operating the Complex.

Services: The term "Services" shall have the meaning ascribed to such term in Section 2.1(a) of this Agreement.

Taxes: The term "Taxes" means any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of: (i) activities conducted on behalf of Client at the Complex, including without limitation, the sale of concessions/food and beverage, the rental of convention/meeting space, the sale of tickets, and the performance of Events (such as any applicable sales taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Complex, from any guests, or from any others using or occupying all or any part of the Complex.

Term: "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) Subject to Client's rights hereunder and the restrictions and limitations in the Existing Contracts, Client hereby engages Manager during the Term to act as the sole and exclusive third-party manager and operator of the Complex, subject to and as more fully described in this Agreement, and, in connection

therewith, to perform the services described in Exhibit B during the Term (the "Services"). Such Services shall be performed subject to the limitations of the Operating Budget.

(b) Manager hereby accepts such engagement, and shall perform the Services described herein, subject to the limitations expressly set forth in this Agreement.

(c) Manager shall comply with all Laws applicable to its management of the Complex.

Section 2.2 Limitations on Manager's Duties.

(a) Manager's obligations under this Agreement are contingent upon and subject to Client making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to Client or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by Client to timely provide such funds; provided that if there is any shortfall in funds, Manager shall promptly notify Client of such shortfall.

(b) While Manager's rights and obligations under this Agreement include the right to negotiate or draft Material Contracts, Manager may only enter into Material Contracts with Client's prior written approval as set forth herein.

ARTICLE 3 COMPENSATION

Section 3.1 Operating Fee. In consideration of Manager's performance of its Services hereunder, Client shall pay Manager a fixed monthly fee ("Operating Fee"). Beginning on the Effective Date and continuing through the first Operating Year, the Operating Fee shall be \$12,500 per month. Beginning in the second Operating Year, the Operating Fee shall be increased over the Operating Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous Operating Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply). Notwithstanding the foregoing, if the percentage change in CPI over a previous Operating Year is less than zero, the Operating Fee shall remain the same as the previous Operating Year. The Operating Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such Operating Fee from the Operating Account.

Section 3.2 Performance Fee. In consideration for providing the Services under this Agreement, and in addition to the Operating Fee and other amounts set forth herein, Client shall pay Manager an incentive-based fee ("Performance Fee") in the following amounts each Operating Year:

- (i) If Gross Operating Revenue is above \$3,500,000 in any Operating Year, Manager shall receive a Performance Fee equal to 20% of Gross Operating Revenues above \$3,500,000 and less than \$4,000,000; and
- (ii) If Gross Operating Revenue is above \$4,000,000 in any Operating Year, Manager shall receive a Performance Fee equal to 25% of Gross Operating Revenues above \$4,000,000 and less than \$4,500,000; and
- (iii) If Gross Operating Revenue is above \$4,500,000 in any Operating Year, Manager shall receive a Performance Fee equal to 30% of Gross Operating Revenues above \$4,500,000.

For example, if Gross Operating Revenue in a full Operating Year is \$4,750,000, Manager shall receive a Performance Fee of \$275,000 (20% of \$500,000 + 25% of \$500,000 + 30% of \$250,000).

The foregoing thresholds for achievement of Performance Fee amounts shall be prorated for any partial Operating Year based on the length of such partial Operating Year. If Gross Operating Revenues are less than the applicable threshold for clause (i) in any Operating Year (prorated as applicable), no Performance Fee shall be due for such Operating Year. Manager shall be entitled to pay itself the Performance Fee, if any, from the Operating Account thirty (30) days following submission of the audit report described in Section 10.3.

Section 3.3 Qualitative Fee. In addition to the Operating Fee and other amounts set forth herein, Client shall pay Manager up to \$30,000 each Operating Year (the “**Qualitative Fee**”) for achievement of qualitative performance metrics as the parties mutually agree as set forth below (the “**Qualitative Metrics**”). The Qualitative Fee amount shall be prorated for any partial Operating Year based on the length of such partial Operating Year. No Qualitative Fee shall be due for the first Operating Year. No later than ninety (90) days after the start of the second Operating Year, the parties shall mutually agree upon the Qualitative Metrics, and no later than ninety (90) days after the end of each Operating Year (starting with the second Operating Year), Client shall determine whether Manager has achieved the Qualitative Metrics. Such determination shall be made in good faith by Client following discussions with Manager. In connection with such discussions, Manager shall be permitted to present its good-faith self-evaluation of whether and how much it has achieved the Qualitative Metrics and may provide Client backup information supporting such self-evaluation. To the extent Client’s determination materially deviates from Manager’s self-evaluation, Client shall provide backup information and/or justification to Manager supporting such deviation. Following Client’s determination, Manager shall have the right to pay itself the applicable Qualitative Fee, if any, from the Operating Account the month following such determination.

ARTICLE 4

TERM; TERMINATION

Section 4.1 Term. The term of this Agreement (as it may be amended or extended from time to time, the “**Term**”) shall be from September 9, 2020 through June 30, 2025, unless terminated pursuant to the provisions of Section 4.2 below. In addition, Client shall have the option to extend the Term for one (1) additional five-year period starting July 1, 2025. Such option shall be deemed automatically exercised unless Client delivers notice to Manager of its intention to decline such option no later than one hundred twenty (120) days prior to the scheduled expiration of the Term. If Client delivers such notice, this Agreement shall terminate as of the scheduled expiration of the Term.

Section 4.2 Termination.

(a) This Agreement may be terminated (i) by Client upon thirty (30) days written notice to Manager in the event of a permanent closure of the Complex, the fact of which is certified by Client in writing to Manager, (ii) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period, (iii) by Manager under Sections 7.2 or 11.2, or (iv) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, applying for bankruptcy or filing a voluntary petition in bankruptcy or insolvency, in each case under the bankruptcy or insolvency Laws now in force or hereinafter enacted, or if any receiver or trustee of the business property of the other party shall be appointed and not discharged within one hundred twenty (120) days after appointment.

Section 4.3 Effect of Termination.

(a) If this Agreement is terminated for any reason prior to the end of the Term, Client shall pay Manager: (i) any unpaid Operating Fee, earned prior and prorated to the date of termination, paid within 30 days of the effective date of termination; and (ii) unless Client has terminated the Agreement under Section 4.2(a)(ii) above as a result of an uncured material breach of the Agreement by Manager, any Performance Fee and Qualitative Fee which would otherwise have been due Manager had it continued to provide Services through the end of the Operating Year during which termination occurs, payable within 45 days following the end of the Operating Year during which termination occurred.

(b) In the event this Agreement is terminated by Client pursuant to Section 4.2(a)(i) (permanent closure of Complex), in addition to the payment of the fees due under Section 4.3(a) above, Client shall reimburse Manager for any actual ordinary and necessary expenses, if any, incurred by Manager in withdrawing from the provision of Services hereunder following such termination. Such ordinary and necessary expenses shall include any reasonable costs actually incurred by Manager in withdrawing from the provision of Services hereunder, such as any actually incurred in connection with the termination and/or assignment of contracts or leases entered into by Manager pursuant to this Agreement and any severance pay, not to exceed three (3) months at the applicable salary rate at the time of the closing of the Complex, paid to no more than six (6) of Manager's Management-Level Employees (to the extent such employees are Manager's employees at the time of termination). Client's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses.

(c) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder and surrender and vacate the Complex, (ii) Manager shall return all property, equipment and furnishings in good repair, normal wear and tear excepted, (iii) Client shall promptly pay Manager all fees due Manager up to the date of termination or expiration; (iv) Manager shall deliver or otherwise make available to Client all data, electronic files, documents (including, without limitation, contracts and forms), procedures, reports, estimates, summaries, intellectual property, and other such information and materials with respect to the Complex as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and consistent with Section 5.1, if necessary, shall execute all documents necessary to effectuate ownership rights in the same to Client, and (v) without any further action on the part of Manager or Client, Client shall, or shall cause the successor Complex manager to, assume all obligations arising after the date of such termination or expiration, under any, booking commitments and any other Complex agreements entered into by Manager in furtherance of its duties hereunder.

ARTICLE 5

OWNERSHIP; USE OF THE COMPLEX

Section 5.1 Ownership of Complex; Data; Equipment; Materials; Intellectual Property.

(a) Client will at all times retain ownership of the Complex, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term at the Complex. Any data, equipment or materials furnished by Client to Manager or acquired by Manager as an item of expense incurred in connection with the operation and management of the Complex shall remain the property of Client, and shall be returned to Client when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, Client shall not have the right to use any third party software licensed by Manager for general use by Manager at the Complex and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Complex as an item of expense incurred in connection with operation of the Complex; unless otherwise permitted in the applicable license. Following the termination of this Agreement, Manager shall transfer all data collected or stored pursuant to such software license to Client in both a printed and electronic format and medium, provided that Client shall have the right to request the specific electronic format of such data.

(b) Client will at all times retain ownership of Client and Complex logos, trademarks, service

marks, copyrights, trade secrets and other intellectual property. Furthermore, Manager agrees that all creative work prepared or originated by it for Client or its Affiliates as part of the Services may be subject to protection under the federal Copyright Law or federal or state trademark laws and shall constitute "works made for hire," all rights to which are owned exclusively by Client (collectively with the logos, trademarks, and other Complex-related intellectual property described above, "**Client IP**"). "Works made for hire" shall include works to improve or derivative works created from Client IP. To the extent that exclusive title or ownership to such Client IP does not originally vest with Client or if the works are not considered "works made for hire", Manager hereby irrevocably assigns to Client all intellectual property rights in such Client IP whether by right of copyright, trademark, trade secret or otherwise and whether or not subject to protection by copyright or trademark laws. Manager agrees to execute or cause its employees/agents to execute all documents that may be reasonably required or requested by Client to evidence or protect such intellectual property rights in the Client IP. Neither Manager nor its employees shall take or use for its own purpose, any customer or exhibitor list, similar materials or any related material developed by Client for the Complex unless prior written consent is granted by Client.

(c) Notwithstanding Section (b) above, all right, title, and interest in and to all concepts, inventions, discoveries, improvements (including for the avoidance of doubt any such improvements based upon any Client feedback), writings, and all other tangible and intangible things conceived, developed, created or first reduced to practice by Manager in connection with the Services, whether completed or in-process before or after the Effective Date ("**Work Product**") shall be the sole and exclusive property of Manager; provided that the foregoing shall not convey any right, title or interest in any Client IP to Manager. Work Product shall be the sole and exclusive property of Manager. During and after the Term, Client shall fully cooperate with Manager's efforts to procure U.S. and foreign patents, copyrights and other intellectual property rights in Work Product (including, but not limited to, signing all papers) as Manager may request. Client waives, all rights to royalties and claims for other amounts for Work Product. Nothing in this Agreement shall convey to Client any right, title, interest or license in or to any Work Product, other information received from Manager or any third party in connection with Services, or any trademark, trade name, or any other intellectual property rights of Manager. For the avoidance of doubt, Manager acknowledges that any concepts, inventions, discoveries, improvements, writings, or other tangible and intangible things conceived, developed, created or first reduced to practice by Client or Client's Affiliates, whether completed or in process before or after the Effective Date, are excluded from the definition of Work Product.

(d) Manager shall not grant any security interest in or create any encumbrance on any property held by Client or any of its Affiliates.

Section 5.2 Right of Use by Manager. Client hereby grants Manager the right and license to use the Complex, and Manager accepts such right of use, for the purpose of performing the Services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Complex. Client shall provide Manager with a sufficient amount of suitable office space in the Complex and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, Client acknowledges that Manager may make available parking for Manager's full-time employees and for the Complex's event staff in accordance with policies set by Manager for its full-time employees and event staff, which policies shall be approved by Client, such approval not to be unreasonably withheld.

Section 5.3 Observance of Agreements. Client agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which Client is bound in connection with the Complex.

ARTICLE 6 PERSONNEL

Section 6.1 Generally. Other than Client Personnel as described in Section 6.2 below, Complex

employees and those serving in Designated Manager Positions shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of Client (collectively, “**Manager Personnel**”). With respect to the Designated Manager Positions, the timing of their engagements shall be subject to mutual agreement with Client (other than the General Manager, which shall serve throughout the Term). Manager shall designate the number of positions, functions, and qualifications for all Manager Personnel, subject to Client’s approval, which shall not be unreasonably withheld, conditioned or delayed. The compensation structure of such Manager Personnel will be designated by Manager, subject to the Operating Budget. Manager shall control the terms and conditions, including without limitation, termination of such employment.

Section 6.2 Client Personnel. Notwithstanding Section 6.1 above, Manager agrees that those persons who work at the Complex and that are current employees of Client (“**Client Personnel**”) (including employees furloughed as a result of the COVID-19 pandemic) shall continue to be Client’s employees and may retain their positions at the Complex, subject to Manager’s approval of each such Client Personnel’s position, function and qualifications, not to be unreasonably withheld, conditioned or delayed. To the extent that Manager determines that an individual is unqualified for his/her position or the position is redundant or not needed, Client shall use commercially reasonable efforts (in accordance with applicable civil service regulations, Client policies, and local, state and federal laws) to reassign such Client Personnel from the Complex, to the extent a position in City service is available, the individual is qualified for said position, and reassignment will not result in a loss of pay for a nonexempt employee. As any Client Personnel leaves employment at the Complex (whether due to termination, retirement, reassignment, etc.), Manager shall have the right to fill such positions in accordance with Section 6.1 and any newly retained employee will be Manager Personnel. The compensation structure of such employees will be mutually agreed to by Client and Manager, subject to the Operating Budget.

Section 6.3 Management of Client Personnel. Manager shall supervise and manage the day-to-day operations of both Manager Personnel and Client Personnel. However, Manager acknowledges that Client shall have the right in its sole discretion to administer discipline to Client Personnel and otherwise control the terms and conditions of Client Personnel’s employment, including, without limitation, termination of such employment. If the Manager determines that any Client Personnel has performed or acted in a manner that warrants discipline, then Manager will contact Client to review and discuss the situation. Client will then review the performance/actions and determine how or if the action warrants discipline; said determination subject to Client’s sole discretion in accordance with civil service regulations (if applicable), Client policies, and local, state, and federal laws. If the performance/action does warrant discipline in its sole discretion, Client will discipline the Client Personnel accordingly. To the extent Client does not discipline Client Personnel in accordance with Manager’s request, Manager may request, and the Client shall use reasonable efforts (in accordance with applicable civic service regulations, Client policies, and local, state and federal laws) to, reassign such Client Personnel from the Complex, to the extent a position in City service is available, the individual is qualified for said position, and reassignment will not result in a loss of pay for nonexempt employee.

Section 6.4 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Complex. Hiring of the General Manager by Manager shall require the prior approval of Client, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to Client, temporarily fill such position with an interim General Manager for up to sixty (60) days without the necessity of obtaining Client’s approval. As of the start of the Term, Manager intends that Shura Garnett, Manager’s Senior Vice President, shall serve as the Complex’s General Manager for a period of time to be mutually agreed, not to exceed one (1) year. Client hereby approves Ms. Garnett to serve as General Manager and acknowledges and approves that: (a) notwithstanding the first sentence of this Section 6.4, Ms. Garnett shall be on-site on a part-time basis and (b) a mutually agreed amount, representing Ms. Garnett’s compensation for serving as the General Manager, shall be charged as an Operating

Expense. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Complex, supervision of employees, and management and coordination of all activities associated with Events taking place at the Complex. The General Manager will be available at all reasonable times to consult with appropriate officials of Client. The General Manager (or, if mutually agreed, another management representative) shall attend all meetings of Client regarding the Complex as Client reasonably requires. All reasonable, pre-approved costs incurred by Manager in connection therewith shall be paid by Client as an Operating Expense. A senior executive of Manager shall conduct an annual (or more frequent) performance evaluation of the General Manager.

Section 6.5 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither party ("Soliciting Party") nor any of its Affiliates shall solicit for employment, or hire, any of the other party's ("Employing Party") Management-Level Employees (as to Client, "Management-Level Employees" shall mean Director level and above). The Soliciting Party acknowledges that the Employing Party will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that the Employing Party will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Soliciting Party were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Soliciting Party, the Employing Party shall be entitled (in addition to any other rights and remedies which the Employing Party may have at law or in equity, including money damages) to seek equitable relief, including an injunction to enjoin and restrain the Soliciting Party from continuing such breach, without the necessity of posting a bond. The terms of this Section do not apply to (a) employees who approach the Soliciting Party on an unsolicited basis; and (b) employees who are terminated by the Employing Party, other than as a result of termination or expiration of this Agreement. For the avoidance of doubt, this Section 6.5 shall not prohibit any individual from affirmatively replying to a public job posting by the other party and the posting party hiring such individual.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of Operating Budget. Manager and Client shall endeavor to develop a working Operating Budget for the first Operating Year within 30 days after the Effective Date. No later than 90 days prior to each Operating Year after the first, Manager will prepare and submit to Client its proposed Operating Budget for such Operating Years. Each annual Operating Budget shall include Manager's good faith projection of Gross Operating Revenues and Operating Expenses presented on a monthly and annual basis, for the upcoming Operating Year, including, without limitation, a line item for insurance premium costs. Manager agrees that the Operating Expense line item for insurance premiums in the first full Operating Year shall not exceed \$60,000. In subsequent Operating Years, such line item shall be subject to Client's approval as set forth in Section 7.2 below, and if Client reasonably determines that such amounts are excessive, Client and Manager shall discuss alternative approaches to reduce premium costs. Client agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of Client, which approval shall be in Client's reasonable discretion. In order for Client to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to Client such reasonable financial information relating to the Complex as may be requested by Client from time to time. If events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by Client (which approval shall be in Client's sole discretion, acting reasonably). If the Operating Budget as proposed by Manager is not approved or is adjusted by Client in a manner which, in Manager's judgment, could materially interfere, impede or impair the ability of Manager to manage, operate or

promote the Complex, Manager shall have the right with one hundred and twenty (120) days prior written notice to Client to terminate the Agreement.

Section 7.3 Adherence to Operating Budget. Manager shall use commercially reasonable efforts to manage and operate the Complex in accordance with the Operating Budget. Without Client's prior consent, Manager shall not exceed, commit or contract to expend any sums in excess of the aggregate amounts allowed in the Operating Budget or otherwise approved by Client, except for (i) additional expenditures necessary to perform an Emergency Repair, in which event Manager shall notify Client prior to making such repair, and (ii) expenses for services or utilities provided to the Complex by unaffiliated third parties, the cost of which is not within the reasonable control of Manager, such as the costs of utilities and insurance. Manager agrees to notify Client within 10 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Complex Operating Expenses from that provided for in the Operating Budget.

ARTICLE 8

PROCEDURE FOR HANDLING INCOME; FINANCE MANUAL

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt in the Event Account, all revenue received from Event ticket sales, rentals, food and beverage/concession sales and similar Event-related revenues which Manager receives in contemplation of, or arising from, an Event, pending completion of the Event. Such monies will be held for the protection of ticket purchasers (if applicable), Client and Manager, to provide a source of funds as required for payments to performers (if applicable) and for payments of direct incidental expenses in connection with the presentation of Events that must be paid prior to or contemporaneously with such Events. Promptly following completion of such Events, Client shall transfer all funds remaining in the Event Account related to such Events, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted from interest earned.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Gross Operating Revenue derived from Manager's operation of the Complex shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Finance Manual.

Section 8.3 Finance Manual. Client and Manager shall use commercially reasonable efforts in good faith toward having an approved and implemented Finance Manual on or before December 31, 2020. The Finance Manual shall be reviewed and approved by both parties on a bi-annual basis (i.e., twice each Operating Year). In the event Client and Manager, using commercially reasonable efforts in good faith, cannot agree upon and finalize the Finance Manual on or before one year from the Effective Date of this Agreement, then either party may terminate this Agreement on thirty (30) days' prior written notice at any time thereafter, provided that if the parties agree upon and finalize the Finance Manual prior to the termination of this Agreement (including any applicable 30-day notice period), such termination rights shall be null and void.

ARTICLE 9

FUNDING

Section 9.1 Source of Funding. Manager shall pay all Operating Expenses from the funds in the Operating Account, which Manager may access on an as-needed basis for this purpose. The Operating Account shall be funded with amounts generated by operation of the Complex (as described in Article 8 above), or otherwise made available by Client. Manager shall have no liability to Client or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner. Manager and Client acknowledge and agree that funding mechanisms for the Operating

Account and the Complex shall be set forth in the Finance Manual.

Section 9.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for, or advance any of its own funds to pay for, any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay such Operating Expenses (e.g., for payroll), Manager shall have the right to be reimbursed for such Operating Expenses from the Operating Account (once Client has funded the Operating Account) prior to payment of any other Operating Expenses. Client shall promptly (but in no event later than 30 days following Manager's request therefor) reimburse Manager for the full amount of such advanced funds, plus interest at 4.75% per annum. Client acknowledges and agrees that if Client fails to fund the Operating Account in amounts sufficient for Manager to manage and operate the Complex as set forth herein, Manager shall have the right to suspend any Services provided hereunder until Client funds the Operating Account in amounts sufficient for Manager to provide such Services, and Manager (i) shall not be in breach hereunder for failing to provide such Services, and (ii) shall have no liability or responsibility for any losses, damages or claims arising out of such suspension of Services.

ARTICLE 10 FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. Manager agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Complex. Such records (including books, ledgers, journals, and accounts) shall be maintained in accordance with generally accepted accounting principles ("GAAP") and contain all entries reflecting the business operations of Manager under this Agreement and will remain the property of Client. Client or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours. Accounting procedures and policies will be maintained and followed as necessary to provide the accuracy (on a GAAP basis) of reports and records, and to ensure proper safeguarding and management of Client assets.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to Client, within twenty (20) days after the end of each month during the Term, financial reports for the Complex including a balance sheet, aging report on accounts receivable, profit and loss statements for each Event in such month, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to Client (a) a summary of bookings for each such month, and separate general ledger detail reports for each Event held at the Complex during such month; (b) copies of all bank statements concerning the Event Account and the Operating Account (or other accounts as directed by Client), as provided by the applicable public depository where such accounts are held; and (c) such other summary reports reasonably requested by Client.

Section 10.3 Audit. Procedures for conducting an audit for the Complex shall be set forth in the Finance Manual.

ARTICLE 11 CAPITAL IMPROVEMENTS

Section 11.1 Recommended Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to Client, provide to Client a schedule of recommended capital improvements to be made at the Complex, for the purpose of allowing Client to consider such projects and to prepare and update a long-range Capital Expenditure budget. The decision whether to proceed with any proposed Capital Expenditure rests solely with Client.

Section 11.2 Control Over Capital Expenditures. Client shall have total and complete control and financial responsibility with respect to all Capital Expenditures at the Complex and shall have no obligation to make any Capital Expenditures proposed by Manager. Manager shall have no liability for any claims, costs or damages arising out of a decision by Client to make or not to make any Capital Expenditure; provided however in the event Client's decision could materially interfere, impede or impair the ability of Manager to manage, operate or promote the Complex, Manager shall have the right with one hundred and twenty (120) days prior written notice to Client to terminate the Agreement. Notwithstanding the foregoing, Manager will have the obligation to make Capital Expenditures at the Complex for Emergency Repairs; provided that Manager has either reached Client's contract administrator (as described below in Section 13) for approval of Emergency Repairs and such Emergency Repair is authorized by such contract administrator or attempted to contact the contract administrator and failed to reach him/her, in which case the Emergency Repair is deemed approved by Client. Client shall promptly reimburse Manager for the cost of any Emergency Repairs, so long as Manager has complied with the procedure set forth in the preceding sentence.

ARTICLE 12 COMPLEX CONTRACTS

Section 12.1 Existing Contracts. Manager shall administer and assure compliance with all Existing Contracts.

Section 12.2 Execution and Administration of Contracts. All contracts will be negotiated and priced by Manager using its existing forms (as applicable) and following existing policies, procedures and pricing and shall be entered into by Manager as agent for Client; provided, however, that Client shall have the right of prior approval of all Material Contracts prior to their execution by Manager, which approval shall not be unreasonably withheld, conditioned or delayed. All contracts entered into by either Manager or Client under this Agreement shall contain standard indemnification (naming each of Manager and Client as indemnified parties) and insurance obligations on the part of the contracting vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties.

ARTICLE 13 CONTRACT ADMINISTRATOR

Section 13.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Each party shall notify the other of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Client participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 14 INDEMNIFICATION

Section 14.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless Client and its officials, directors, officers, Affiliates, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "**Losses**") to the extent arising out of or in connection with any (a) negligent act (whether gross or simple) or omission, or intentional conduct or misconduct, on the part of Manager or any of its employees or agents or any person under its direction or control in the performance of its obligations under this Agreement, (b) bodily injury or property damage arising out of the operations of the Complex (other than Losses for which Client indemnifies pursuant to Section 14.2), or (c) material breach or default by Manager of any of its representations, covenants or agreements made herein, except to the extent such Losses were caused by the negligence or willful misconduct of Client, its officials, directors, officers, Affiliates, employees, agents,

successors and assigns. Costs arising out of such claims (e.g. insurance deductibles) shall be considered Operating Expenses hereunder. For the avoidance of doubt, Manager's indemnification obligations set forth in clause (a) above shall include the negligent acts or omissions of Client Personnel under Manager's supervision and management pursuant to Section 6.3 above, provided that the foregoing obligation shall not apply to any Client Personnel's (i) actions outside of the scope of such Client Personnel's employment or (ii) willful misconduct, except, in either case, to the extent of Manager's explicit instruction.

Section 14.2 Indemnification by Client. Client agrees to defend, indemnify and hold harmless Manager, its parent, subsidiary and Affiliate companies, and each of their respective directors, officers, employees, agents, successors and assigns against any Losses to the extent arising out of or in connection with (a) Losses triggered by issues related to the ownership (i.e., title to the underlying real estate), structure or design of the Complex (including without limitations any structural defects, or ADA, design or construction related issues), and (b) notwithstanding anything to the contrary set forth in this Agreement, any Losses triggered by Client's failure to fund the Operating Account as set forth in Section 9, and (c) Losses relating to claims or causes of action resulting from occurrences prior to the start of the first Operating Year. Notwithstanding anything to the contrary, Client is not obligated to defend, indemnify, or hold harmless Manager or Manager's parent, subsidiary and Affiliate companies, or each of their respective directors, officers, employees, agents, successors and assigns beyond the policy coverage and limits of insurance carried by Client at the time a claim is made. For the avoidance of doubt, the limitation on Client's indemnification obligations set forth above shall not limit Manager's right to pursue its applicable remedies in law and equity to the extent Client's liabilities exceed such policy limits, and such limitation shall not release Client's liability in such regard.

Section 14.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnatee") is indemnified by the other party ("Indemnitor") under this Article 14, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnatee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnatee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnatee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnatee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnatee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnatee shall promptly (and in no event more than twenty (20) days after gaining actual knowledge of such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith; provided that the failure by the Indemnatee to give notice as provided herein shall not relieve Indemnitor of its obligations under this Article 14, except to the extent Indemnitor is actually prejudiced by such failure to give notice.

ARTICLE 15 INSURANCE

Section 15.1 Types and Amount of Coverage - Manager. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit C, attached hereto, and shall provide to Client promptly following the Effective Date of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior written approval of Client. Each insurance policy shall include a requirement that the insurer provide Manager and Client at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. As set forth in Section 7.1, subject to Client's approval as set forth herein, the cost of all such insurance shall be an Operating Expense, and may, in

Manager's discretion, constitute a portion of any premiums if such insurance premiums are paid by Manager or an Affiliate of Manager as a part of a separate policy, as reasonably allocated by Manager. Manager agrees to list Client as an additional insured on any required insurance coverages and certificates of insurance.

Section 15.2 Types and Amounts of Coverage – Client. Client agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit D, attached hereto, and shall provide to Manager certificates of insurance evidencing such coverage upon request. Client shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior written approval of Manager. Each insurance policy shall include a requirement that the insurer provide Manager and Client at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. Client agrees to list Manager as an additional insured on any required insurance coverages and certificates of insurance.

Section 15.3 Rating: Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name Client as an additional insured. Except for Client's indemnification obligations set forth above and as otherwise provided herein, all insurance procured by Manager shall contain a provision indicating that such insurance shall be primary over any insurance carried by Client and shall not require contribution by Client, provided that, for clarity, any deductibles paid shall be considered Operating Expenses. Each of Manager and Client shall require that all third-party users of the Complex contracted by such party to use the Complex, including without limitation third-party licensees, vendors and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged and, at a minimum, include commercial general liability and automobile liability in commercially reasonable amounts, and name Manager and Client as additional insureds.

ARTICLE 16

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 16.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to Client as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder;

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles; and

(c) that Manager will comply with all Laws applicable to its management of the Complex, provided that Manager shall not have any liability for failing to comply with any Laws if compliance would require an expenditure at the Complex which Client fails or refuses to fund after written notice from Manager.

Section 16.2 Client Representations, Warranties, and Covenants. Client represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Client herein, and that no other third party consent or approval is

required to grant such rights or perform such obligations hereunder;

(b) that this Agreement has been duly executed and delivered by Client and constitutes a valid and binding obligation of Client, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles; and

(c) that Client will comply with all Laws applicable to its ownership of the Complex.

ARTICLE 17

COMPLIANCE WITH FEDERAL TAX REQUIREMENTS

Section 17.1 Compliance with Federal Tax Requirements. Manager understands that all or a portion of the Complex has been financed on a tax-exempt basis (such financing, the "Bonds") and Client must comply with the Internal Revenue Code of 1986, as amended, and certain treasury regulations promulgated thereunder (collectively, the "Code"), with respect to the use and management of the Complex by Manager or any other service provider that may be engaged by Client or Manager with respect to all or a portion of the Complex. Manager agrees to cooperate with the City in complying with the requirements of the Code with respect to private business use of property financed with the Bonds at the Complex and maintaining the safe harbor conditions provided in Revenue Procedure 2017-13 (as modified, amplified and/or superseded, the "Rev. Proc."), and acknowledges that, as of the Effective Date, the Rev. Proc. includes the following safe harbor conditions that ensure that the Bonds will maintain their tax-exempt status:

(a) No third-party manager shall take a tax position with respect to the Complex or any management agreement that is inconsistent with being a service provider to Client that provides services at the Complex, including, without limitation, taking any depreciation or amortization, investment tax credit or deduction for any payment as rent with respect to the Complex.

(b) In connection with any third-party manager's services at the Complex and as described in the Rev. Proc., Client will approve (i) each disposition of any portion of the Complex, (ii) rates charged for the use of all or any portion of the Complex, and (iii) and the general nature and type of use of the Complex by Manager.

(c) Client bears risk of loss of the Complex.

(d) No third-party manager shall have any role or relationship with Client that, in effect, substantially limits the Client's ability to exercise its rights under any management agreement.

Manager agrees to cooperate in good faith with Client in order to ensure that this Agreement and Manager's Services hereunder comply the requirements of the Code with respect to private business use of property financed with the Bonds at the Complex and maintaining the safe harbor conditions provided in the Rev. Proc. (collectively, the "Private Use Requirements"). If Client reasonably determines that any of Manager's Services or actions hereunder violate the Private Use Requirements, Manager shall reasonably cooperate (without expenditure of material funds) to cease such Services or actions following notice thereof from Client. If following a good faith negotiation period of not less than ninety (90) days (a "Negotiation Period"), Client continues to reasonably determine that Manager's Services or actions hereunder violate the Private Use Requirements notwithstanding Manager's reasonable cooperation efforts, Client may terminate this Agreement in its sole discretion and without penalty for a period of sixty (60) days following the end of the Negotiation Period. If Client does not terminate this Agreement during such sixty (60) day period, such termination right shall expire.

If Client reasonably determines that the terms of this Agreement violate the Private Use Requirements, the parties shall proceed in accordance with Section 17.2 below as if Changes (as defined below) had occurred.

Section 17.2 Future Changes in Federal Tax Requirements. Manager agrees to negotiate in good faith with Client to amend this Agreement from time to time (an “Amendment”) to address any interpretations, modifications or other changes in federal tax requirements regarding tax-exempt bonds, which may include any modifications and amplifications of the Rev. Proc. or requirements superseding the Rev. Proc. taking place after the Effective Date (collectively, “Changes”) to ensure that the tax-exempt status of the Bonds utilized to finance all or a portion of the Complex is maintained. The parties acknowledge and agree that the terms of an Amendment shall be limited to modifying this Agreement in order to (i) maintain the tax-exempt status of the Bonds notwithstanding such Changes, and (ii) ensuring that the financial arrangements under this Agreement are materially maintained. Notwithstanding anything herein to the contrary, if following a Negotiation Period this Agreement is unable to be amended to the satisfaction of Client with respect to clause (i) above, or Manager with respect to clause (ii) above, then this Agreement may be terminated by the applicable dissatisfied party in its sole discretion and without penalty for a period of sixty (60) days following the end of the Negotiation Period. If neither party terminates this Agreement during such sixty (60) day period, such termination right shall expire.

Section 17.3 Remedies. Client acknowledges and agrees that Manager is not responsible for determining whether this Agreement or the Services hereunder comply with the Code or the Rev. Proc. or otherwise with the requirements of the Bonds, and is relying on Client’s good-faith, reasonable determinations as to such matters. As such, Manager shall bear no responsibility with respect to maintaining the tax-exempt status of the Bonds, under no circumstances shall Manager be liable for any failure by Client to maintain the tax-exempt status of the Bonds, notwithstanding anything to the contrary in this Agreement (including in connection with Manager’s indemnification obligations set forth in Section 14), and Client’s sole remedies under this Agreement in relation to the Bonds or pursuant to this Section 17 shall be termination of the Agreement as set forth in Sections 17.1 and 17.2 above.

ARTICLE 18 MISCELLANEOUS

Section 18.1 Confidentiality. Any property of Client that is received by Manager and all records and papers of any kind relating to Client shall be the exclusive property of Client and shall be held or used by Manager solely for the benefit of Client and returned to it promptly upon termination of this Agreement or earlier request of Client. Without the prior written consent of an authorized officer of Client, Manager shall not duplicate or disclose any confidential or proprietary information or trade secret pertaining to the business, products or services of Client to any person not employed by or a consultant for Client and shall disclose such to persons employed by or a consultant for Client only to the extent necessary for Manager to perform hereunder. During the Term of this Agreement, Client and its officers, directors, shareholders, employees, agents, contractors and representatives may gain access or be exposed to certain confidential and proprietary information relating to the business of Manager and its Affiliates. Client agrees, for itself and its officers, directors, shareholders, employees, agents and representatives, that all such confidential and proprietary information shall remain and be kept in the strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of Manager, which consent may be withheld by Manager in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement. Notwithstanding the foregoing, Manager expressly understands and recognizes that Client is a public body under the West Virginia Freedom of Information Act, W. Va. Code § 29B-1-1- et seq. and that certain documents may be produced as required by law without the Manager’s consent.

For the avoidance of doubt, Client’s confidential information does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Manager in breach of such its obligations under this Agreement, (ii) was within Manager’s possession prior to its being furnished to Manager by or on behalf of Client, (iii) becomes available to Manager on a non-confidential basis from a source other than Client, or (iv) is verifiably independently developed by Manager or on its behalf without the benefit or usage of, or reliance upon, any of Client’s confidential information and without breach of this Agreement.

Section 18.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, sexual orientation, gender identity, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, sexual orientation, gender identity, disability, national origin, ancestry, physical handicap, or age.

Section 18.3 Use of Complex Names and Logos. Subject to Client's prior written approval, Manager shall have the right to use for fulfilling its obligations under this Agreement (and, if approved in advance by Client in writing, permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Complex. Manager agrees that it shall take all prudent and appropriate measures to protect the intellectual property rights of Client relating to such logos. All intellectual property rights in any Complex logos developed by Manager or Client shall be and at all times remain the sole and exclusive property of Client. Manager agrees to execute any documentation requested by Client from time to time to establish, protect or convey any such intellectual property rights.

Section 18.4 Force Majeure; Casualty Loss.

(a) Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes: act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, health emergency, pandemic, epidemic, quarantine, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Complex or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

(b) In the event of damage or destruction to a material portion of the Complex by reason of fire, storm or other casualty loss that renders the Complex (or a material portion thereof) untenable, Client shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Complex (or a material portion thereof) untenable for a period estimated by an architect selected by Client at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that Client shall pay to Manager its fees due under Section 4.3(a), costs of withdrawing from services hereunder, as described in Section 4.3(b) above.

Section 18.5 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale of all or substantially all its assets or equity interests, assign this agreement to an Affiliate, parent or subsidiary, or collaterally assign or pledge its rights and obligations hereunder to any lender.

Section 18.6 Survival. Any provision set forth in this Agreement that is intended by its terms to survive the expiration or earlier termination of this Agreement shall survive, including without limitation Sections 4.3, 5.1, 6.3, 14 and 17.

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by

generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to Client:

City Manager
City of Charleston
501 Virginia Street, East
Charleston, WV 25301

If to Manager:

OVG Facilities, LLC
2501 Seaport Dr., Suite 310
Chester, PA 19013
Attn: Peter Luukko

With a copy to:

City Attorney
City of Charleston
501 Virginia Street, East 1100
Charleston, WV 25301

With a copy to:

OVG Facilities, LLC
Attn: General Counsel
Glendon Ave., Suite 2100
Los Angeles, CA 90024

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 Prior Agreements. This Agreement (including the exhibits attached hereto) incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 18.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of West Virginia without regard to its conflict of laws principles.

Section 18.11 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 18.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Other than as described in Article 17, where Client's remedies with respect to the Bonds are limited as set forth therein, the remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 18.13 Relationship of Parties. Manager and Client acknowledge and agree that they are not joint

venturers, partners, or joint owners with respect to the Complex, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between Client and Manager. In operating the Complex, entering into contracts, accepting reservations for use of the Complex, and conducting financial transactions for the Complex, Manager acts on behalf of and as agent for Client (but subject to the limitations on Manager's authority as set out in this Agreement).

Section 18.14 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

Section 18.15 Counsel. Each party has been represented by counsel or has had the opportunity to be represented by counsel in connection with the negotiation and preparation of this Agreement. Each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including, without limitation, any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party who drafted it.

[Signatures on following page]

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

OVG FACILITIES, LLC

By: _____
Name:
Title:

CHARLESTON COLISEUM & CONVENTION CENTER /
MUNICIPAL AUDITORIUM BOARD OF DIRECTORS

By: _____
Name:
Title:

EXHIBIT A

EXISTING CONTRACTS

1. IATSE Local # 271 (Stage Hands)
2. Advantage Technology
3. Appalachian Electric Power
4. Event Security Professionals
5. American Towers (Cell DAZ System)
6. Event Booking
7. Facility Dude (Work Order System)
8. Frontier (Phone)
9. LUMOS (Internet)
10. Premier Mechanical - Boilers
11. Premier Mechanical - Chiller
12. Saffire (Website)
13. Oracle (Elevators & Escalators)
14. United Talent (Temporary employees)
15. Waste Management
16. Artesian (HVAC water treatment)
17. Centerplate
18. Ticketmaster
19. Coke (pouring Rights)

EXHIBIT B

SERVICES

The Services under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof:

- a) Manage all aspects of the Complex including but not limited to managing guest services, event operations (e.g., rigging, conversions), box office, purchasing, payroll, fire prevention, security, crowd control, evacuation and emergency response plan, routine repairs, preventative maintenance, janitorial services, landscape and exterior maintenance, energy conservation, security, ticketing, box office, admission procedures, parking (if applicable), and general user services.
- b) Manage and supervise the Complex's concessionaire with respect to food and beverage operations at the Complex, including but not limited to food preparation, service, and alcohol sales.
- c) Recommend the sale of Commercial Rights at the Complex to Client and, if approved by Client, sell and receive Revenue from such Commercial Rights (to be counted as Gross Operating Revenue), including the sale and servicing of corporate sponsorships.
- d) Subject to Section 17.1 of this Agreement, establish and adjust service prices, rates and rate schedules for Event user, license, and occupancy, and Event booking commitments.
- e) Negotiate, enter into (as agent for Client), administer and assure compliance with all contracts related to the operation of the Complex, including Service Contracts, Booking Contracts and Material Contracts, except as otherwise provided in the Agreement.
- f) Require that all vendors and licensees of the Complex execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee, and provide Client with a copy of all such agreements within thirty (30) business days of their date of execution.
- g) Provide standard form Event user/rental agreements for Booking Contracts at or with respect to the Complex. Manager shall submit such form agreements to Client for review, comment, and approval. Once finalized, Manager shall use such form for Booking Contracts, provided that Client acknowledges that Manager may reasonably deviate such form in connection with negotiating the engagement of an Event in the ordinary course of business without Client's further approval. To the extent that Manager does not use the approved form for Booking Contracts (i.e., uses the promoter's form), such use shall be approved by Client, not to be unreasonably withheld, conditioned or delayed.
- h) Operate and maintain the Complex, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear expected
- i) Hire or otherwise engage, pay, supervise, and direct the operating personnel at the Complex (including Client Personnel to the extent applicable), and conduct retention and training programs to the highest industry standards.
- j) Maintain detailed, accurate and complete financial and other records of all its activities in accordance with generally accepted accounting principles, which records shall be made available to Client as set forth herein.

- k) Submit to Client in a timely manner and other financial and other reports detailing Manager's activities in connection with the Complex.
- l) Prepare a proposed annual Operating Budget and annual Capital Expenditures budget for approval by Client as set forth above.
- m) Pay all Operating Expenses from the Operating Account or with funds otherwise made available by Client.
- n) Assist Client (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Complex for the specific events to be held therein, and for the general occupancy of the Complex.
- o) Collect, deposit and hold in the Event Account any Event ticket sale and other revenues which it receives in the contemplation of or arising from an Event pending the completion of the Event.
- p) Collect in a timely manner and deposit in the Operating Account all Gross Operating Revenues as set forth above.
- q) Upon request by Client, prepare, maintain, and implement, subject to Client's approval, a marketing plan for Events at the Complex.
- r) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools, and vehicles at the Complex, and deliver a written report of the foregoing to Client. Document all major damage to, or loss in, such inventory during the Term as soon such damage or loss is discovered by Manager, and Manager shall promptly notify Client of any such damage or loss.
- s) In accordance with the Operating Budget, and as reasonably required for operations, purchase, on behalf of Client and with Client funds, and maintain during the Term, all materials, tools, machinery, equipment, and supplies necessary for the operation of the Complex.
- t) Maintain insurance as required.
- u) Subject to the terms and conditions set forth herein, make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired or replaced.
- v) Execute Event ticket sale set-up, pre-sale, on-sale, day-of-Event and post-Event settlement. To that end, Client agrees that Manager shall control ticketing at the Complex, which may include, if applicable, entering into an agreement with a third-party ticketing company to provide ticketing services at the Complex.
- w) Develop database initiatives in cooperation with key stakeholders.
- x) Support community hospitality and corporate stakeholders in securing high profile community, regional, and national events.
- y) Implement marketing and promotional plans supporting venue industry awareness/positioning.

EXHIBIT C

MANAGER INSURANCE

[OVG to provide]

EXHIBIT D

CLIENT INSURANCE

[Client to provide]

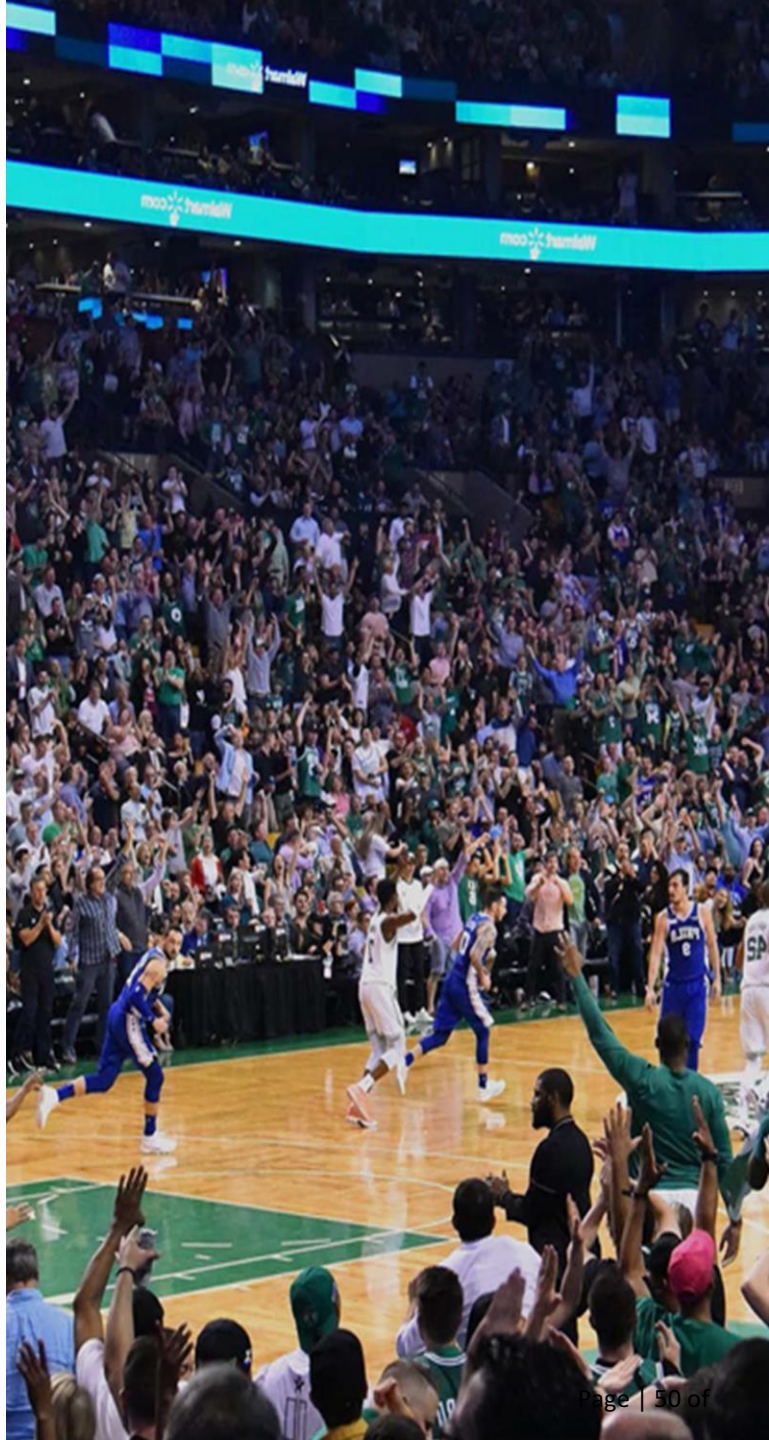


OVG

IF IT'S LIVE, WE LIVE IT

MAKING A POSITIVE DISRUPTION

We are here to be a positive disruption to business as usual in the sports, live entertainment, and hospitality industry. Our executive team is full of industry veterans that have made a career out of helping entrepreneurial and independent companies stand out from the competition.



FOUNDED, BUILT, & LED BY INDUSTRY INNOVATORS

TIM LEIWEKE

Leiweke is a leader and veteran in the sports and entertainment industry with over 30 years of experience. He created many iconic music festivals and has also been part of championship teams in the NBA, NHL, MLS, AHL, and DEL. He was responsible for the development of the Staples Center and was integral in the creation of L.A. Live, the Los Angeles Convention Center, and Hawaii Convention Center.



IRVING AZOFF

Azoff has over 40 years experience in the entertainment industry, and *Billboard* has named him the most powerful person in the music industry. In 1974, he founded Front Line Management and became the exclusive manager for the likes of the Eagles, Fleetwood Mac, Travis Scott, Harry Styles, Christina Aguilera, Journey, Bon Jovi, and Van Halen. He later became CEO of Ticketmaster, Chairman of Live Nation, and Chairman and CEO of MSG Entertainment.



PETER LUUKKO

Luukko has over 40 years experience in the sports and entertainment industry, and serves as Chairman for OVG Facilities and OVG Arena Alliance. He also serves as Executive Chairman of the Florida Panthers Hockey Club and Sunrise Sports and Entertainment. Luukko is instrumental in overseeing growth for the company by acquiring new facilities, managing relationships with promoters, artists, and managers, and consulting with developers, city officials, and team owners. He previously served as President and Chief Operating Officer of Comcast-Spectacor, L.P. for more than 25 years, overseeing the Philadelphia Flyers of the NHL, and oversaw Comcast-Spectacor's facility-management business, Global Spectrum (now Spectra).



SILVERLAKE

Silverlake is a global leader and pioneer in private technology investing and generates over \$170 billion in revenue annually.



WHO WE ARE

1,000+ EMPLOYEES

8,900+ LIVE
EVENTS

OPERATING & BOOKING
69 VENUES

HOSTING
102+ MILLION
ATTENDEES

Seattle, WA

Philadelphia, PA

New York, NY

Los Angeles, CA

London, UK



OVC FACILITIES

OVG FACILITIES TEAM



Peter Luukko

Co-Chairman – OVG Facilities and Alliances

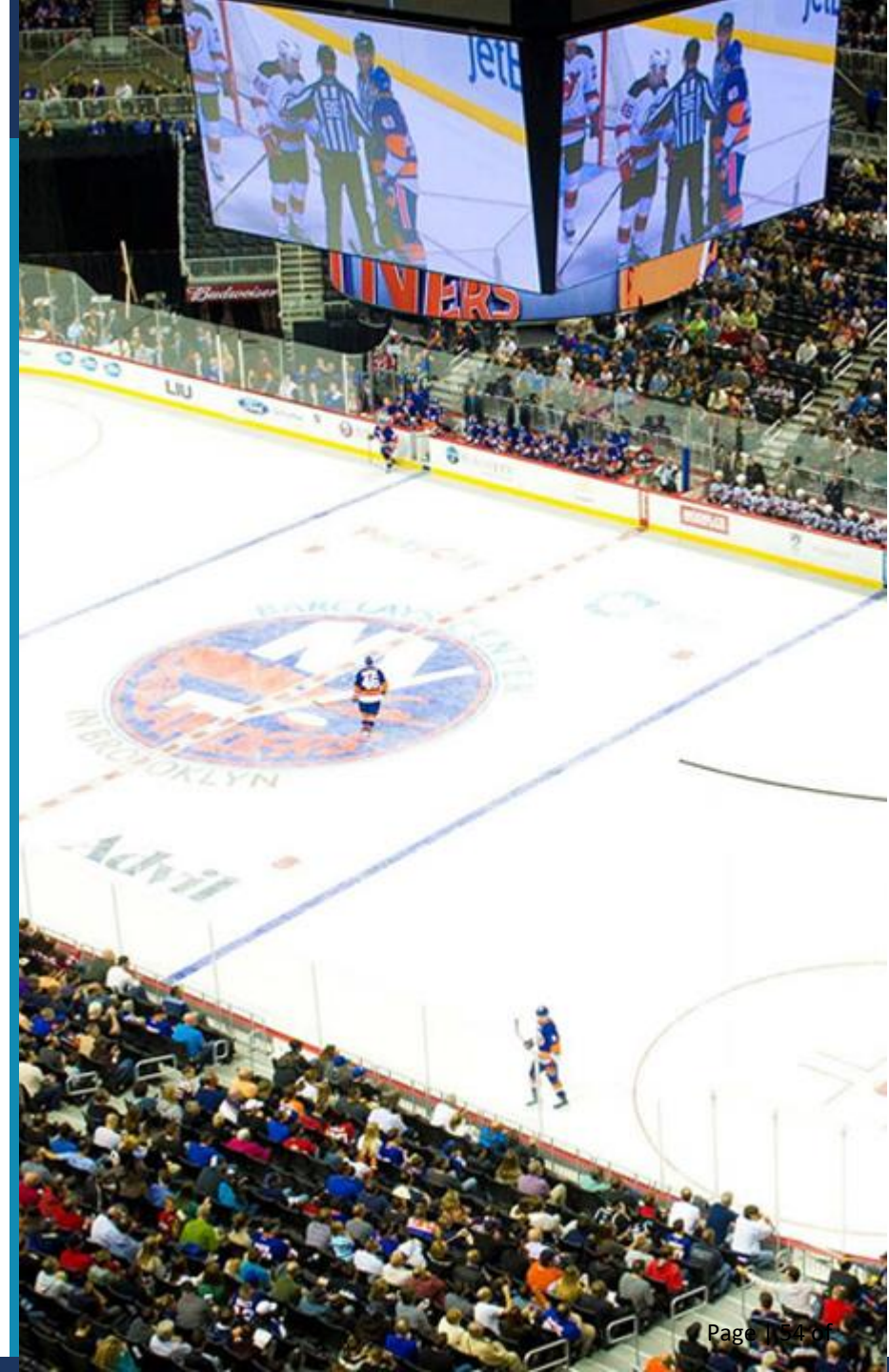
- Appointed Executive Chairman of The Florida Panthers Hockey Club and Sunrise Sports & Entertainment, February 2015
- Former President and Chief Operating Officer of Comcast-Spectacor, L.P. for over 25 years, overseeing the Philadelphia Flyers
- Served as a member of the NHL Board of Governors and played an instrumental role in the club participating in two Winter Classics while also hosting the 2014 NHL Draft
- Managed Comcast-Spectacor's facility-management business with over 125 sports arenas, stadiums and convention centers. Responsible for the expansion of Comcast-Spectacor's broad range of businesses



Hank Abate

President of OVG Facilities

- Over 30 years of experience covering all aspects of arena, theater and stadium management
- Former EVP of The Madison Square Garden Co. overseeing their portfolio of facilities
- Former Senior Vice President of Spectra Venue Management and Food Services & Hospitality
- Played a key role in merging the operations of Ovations Food Services and Global Spectrum Facilities Management, while overseeing more than 40 facilities with a focus on increasing event activity and driving bottom-line growth.
- Spent 20 years working for SMG Facility Management, where he held many key positions, and had principal responsibility for SMG managed arenas and stadiums in more than 120 cities.



OVG FACILITIES TEAM



Shura Garnett
SVP, Convention Centers

- 25 years of industry experience, Former Senior Vice President Convention Centers for Spectra overseeing the company's 5.2-million-square-feet of convention center space. Prior to that she served Spectra as Division Senior VP of their Midwest venues and food service accounts..
- Former General Manager of the St. Charles Convention Center overseeing construction, opening and management for 12 years.
- She was Director and CEO of the Midland Convention Center and Vice President of Visitor Development for the Midland Chamber of Commerce.
- Served as Chairman of the Board of IAVM
- Serves on the Diversity and Inclusion Committee for IAVM, served as a Industry Affairs Committee, member of the Board of Governors, Chair of the Board of Education, and Chair of the Diversification Committee
- Previously served as a Board Member of Trade Show Executives Exposition Forecasting Board and the Center for Exhibition Industry Research Foundation.



Doug Higgons
SVP, Arenas

- Founded Pinnacle Venue Services in 2014. PVS experienced exceptional growth with full-service management contracts for eleven venues of various types including arenas, theaters, conference and convention centers, and an amphitheater. 20 year Global Spectrum veteran, serving as the Regional Vice President overseeing 16 separate arenas, theaters, and conference centers for the Company, including nine universities.
- Deputy General Manager for the Utah Olympic Oval during the 2002 Winter Olympic Games in Salt Lake City



Sims Hinds
SVP, Development

- A veteran executive in the sports and entertainment industries - having helped build and manage some of the most successful companies in their respective fields
- Involved in projects with companies such as the Walt Disney Company, the PGA Tour, Atlantic Coast Conference (ACC), and Live Nation
- Involved in senior management positions for the planning and presentation of some of the nation's largest and most prestigious events, including the 2011 Figure Skating Championships and the 1984 Olympic Games
- Planned, marketed and produced over 1,000 events, including North American tours with artists such as Led Zeppelin, the Eagles, Eric Clapton and Neil Diamond during his time with Concerts West (AEG Live)



Tom Paquette
SVP, Arenas

- Founded Pinnacle Venue Services in 2014. PVS experienced exceptional growth with full-service management contracts for eleven venues of various types including arenas, theaters, conference and convention centers, and an amphitheater.
- Vice President and General Manager of the AT&T Center for Spurs Sports & Entertainment, managing the arena during the 2013 NBA Finals, 2014 NCAA Men's Basketball Tournament and the annual San Antonio Stock Show & Rodeo.
- Spent 10 years as General Manager of Colonial Life Arena at the University of South Carolina guiding the arena through construction, opening and the first nine years of operation.

OVG FACILITIES TEAM



Chris Asouzu
VP of Finance

- 30-plus years account, finance, and management professional, with 12 years of industry experience.
- Former Regional Director of Finance for Global Spectrum.
- Former Accounting Manager and Treasury Service Manager, Knight-Ridder, Inc.
- Board Member of Congaree Vista Guild Business District, Columbia, SC
- Board member and Chairman of Budget & Finance Committee, South Carolina Midlands Authority for Convention, Sports & Tourism Board
- Member of Alpha Phi Alpha, Knight of Peter Clavier Court #380, Urban League Guild Committee



Monique Brycki
Senior Director of Facilities Development

- Over 13 years of experience in the sports and entertainment industry.
- Previously worked for Spectra Venue Management, Food Services & Hospitality, and Ticketing & Fan Engagement as Director of Strategic Business Development.
- In her tenure with Spectra (formerly Global Spectrum), Brycki collaborated with regional and corporate staff to develop and write technical and management content for responses which were compliant with the RFP request.



Marissa Dionne
Senior Director of Marketing

- 18-year veteran in the entertainment and venue management industry specializing in Marketing, Public Relations, Sponsorship and Group Sales.
- Former Regional Director of Marketing for Spectra overseeing Northeast Arena (12 venues) and Convention Centers (26 venues) Divisions
- Lead the communication's division of Spectra's National Marketing Plan for Convention Centers
- Assisted with the launch of the NBA Development League (D-League) – Springfield, MA.
- Co-Chair of NCAA Division I Men's & Women's Basketball Tournament – Springfield, MA



Matt Lashoff
Director of Business Development

- Over 15 years of experience in the sports and entertainment industry.
- Led a 12-year professional hockey career (2005 was drafted by the Boston Bruin's 2006-07 season).
- Lashoff's tenure with the National Hockey League ("NHL") also included positions with the Toronto Maple Leafs and Tampa Bay Lightning.
- Lashoff was responsible for running a music production company in charge of booking and music publishing for artists and songwriters.
- Volunteers time with the St. Louis Blues Alumni Association and local St. Louis (MO) Youth Hockey Associations.

FACILITIES

OVG Facilities provides unmatched services that make a difference, whether it is securing new events, identifying and correcting operating inefficiencies, or designing and implementing policies and procedures, and providing the critical staff training. Our services produce tangible results that ultimately add to your bottom line and overall guest experience. OVG's 360° platform delivers not only an unrivalled experience but also an unmatched value for clients.



OVG Facilities is aimed at enhancing the existing event schedule of the venue. We not only provide advice on how to be more successful in programming events for your venue, but our team of industry veterans will work for you to secure events by maximizing our deep industry relationships and connections, while not competing with your existing organizers and events.



The OVG Facilities team has decades of experience addressing and solving every challenge a venue might face. We work with venue owners and operators to develop customized solutions and provide services that will have the greatest impact and value. Core competencies include booking, sales, marketing, hospitality, event coordination and management, service contract negotiation and oversight, sponsorship sales, and third-party contract management evaluation.



Venues constantly need to adapt to the continually changing entertainment and hospitality industry in order to be successful. OVG Facilities offers venues two main assessments: Front-of-House & Security Assessment and Operations Assessment. Upon completion of the Assessments, OVG Facilities will create a customized comprehensive Operations Manual that is a guideline for staff to provide quality management and services.



With well-publicized violence, severe weather, and accidents in a variety of public venues, and on-going political unrest, it is imperative for all public assembly venues to have an up to date comprehensive Venue Emergency Response Plan (VERP) to ensure the safety of everyone at a venue. OVG Facilities works hand-in-hand with venues to make sure the facility, clients, guests, and staff are doing everything they can to ensure a safe event for all.



CONVENTION CENTER EXPERIENCE

OVG's combined experience of managing convention centers is solid and successful. Whether a small conference center, hybrid facility, large convention center in a big city or a medium-sized convention center in a secondary market, our team has the expertise in managing all areas of the convention center.

We focus on our client's goals and mission to achieve the best possible success for each of our venues. Our commitment to working as a singular sales force with all our stakeholders within the community is unmatched and stems from a background in working with and managing convention & visitor bureaus and hotels. Our customized approach to sales and marketing ensures that we are focused on the right clients to fill the right space at the right time for your specific convention center. At the end of the day, your sales and marketing dollars are working strictly for you.

Additionally, we recognize that the most cost-efficient sales efforts begin with outstanding customer service and a focus on client retention. That is why we developed the PEAK Guest Services Program and continually empower our team members on its implementation.

We value the trust you place in OVG when managing your assets and because of that trust, we care for your venue and its material assets like an owner, not a renter. Our hope is to be your partner for the long-term.



OVG Facilities Client List



20
ARENAS

9
CONFERENCE &
CONVENTION CENTERS

8
THEATERS &
AMPHITHEATERS

5
STADIUMS

5
MULTI-PURPOSE
COMPLEXES

CHANGING THE FACE OF...
PALM SPRINGS ARENA
THE NEXT CROWN JEWEL OF SPORTS AND ENTERTAINMENT IN SOUTHERN CALIFORNIA



REINVENTING A HISTORIC LANDMARK
UBS ARENA
AN UNDERUTILIZED RESOURCE TRANSFORMED INTO AN UNFORGETTABLE MECCA



THE ARENA MANCHESTER DESERVES
MANCHESTER ARENA
THE FIRST VENUE DESIGNED FOR MUSIC: THE FANS AND THE BANDS



THE FIRST OF ITS KIND IN AUSTIN, TEXAS
MOODY CENTER
WHERE EVERY WORLD-CLASS ACT WILL WANT TO PLAY



CLIMATE PLEDGE ARENA
AN ENGINEERING MARVEL THAT BELIEVES IN DISRUPTION BY EMBRACING CULTURE AND HISTORY IN A TECH-FORWARD, ENVIRONMENTALLY-CONSCIOUS WAY



OVG PROPERTIES

**INNOVATING AND BRINGING WHAT'S
NEXT TO LIVE ENTERTAINMENT**



OVG is the Largest
Developer of Sports,
Entertainment, and
Hospitality Facilities

\$4.5 BILLION

OF DEPLOYED CAPITAL ACROSS 7 PROJECTS

MONUMENTAL AND HISTORIC
SAVANNAH NEW ARENA
CHANGING THE FACE OF SAVANNAH FOREVER



AN EXCITING ADDITION TO MILAN, ITALY
SANTA GIULIA ARENA
AS THEY PREPARE TO HOST THE 2026 WINTER OLYMPICS



UMBC EVENT CENTER

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY (BALTIMORE, MD)
5,000-SEAT ARENA, 17,500 SQ. FT. MULTI-PURPOSE FACILITY



WATSCO CENTER

UNIVERSITY OF MIAMI (CORAL GABLES, FL)
8,000-SEAT ARENA, 7,700 SQ. FT. MULTI-PURPOSE
FACILITY BANQUET SEATING: 1,000



BON SECOURS WELLNESS ARENA

GREENVILLE, SC
16,000 SEAT ARENA



CHI HEALTH CENTER OMAHA

OMAHA, NE
19,000-SEAT ARENA & 500,000 SQ. FT. CONVENTION CENTER



OUR CLIENTS

Management & Booking



UNIVERSITY OF HOUSTON ATHLETICS FACILITIES

HOUSTON, TX
ALL ATHLETICS FACILITIES INCLUDING FERTITTA CENTER (7,100 SEAT
ARENA), TDECU STADIUM (40,000 SEATS), COUGAR SOFTBALL STADIUM
(1,200 SEATS), ATHLETICS ALUMNI CENTRE (220,000 SQ. FT.), ETC.



KOVALCHICK CONVENTION & ATHLETIC COMPLEX

INDIANA UNIVERSITY OF PENNSYLVANIA, (INDIANA, PA)
5,000-SEAT ARENA, 632-SEAT THEATER
23,000 SQ. FT. CONFERENCE SPACE



RUPP ARENA

LEXINGTON, KY
20,000-SEAT ARENA



SAVANNAH CIVIC CENTER

SAVANNAH, GA
9,000 SEAT ARENA, 22,600 SQ. FT. MEETING SPACE



UPMC EVENTS CENTER

ROBERT MORRIS UNIVERSITY, MOON, PA
4,200-SEAT ARENA, 11,000 SQ. FT. CONFERENCE AND MEETING SPACE



BB&T CENTER

SUNRISE, FL
20,737-SEAT ARENA



WEBSTER BANK ARENA

BRIDGEPORT, CT
10,000-SEAT ARENA, 39,000 SQ. FT. MULTI-PURPOSE FACILITY



THOMPSON-BOLING ARENA

UNIVERSITY OF TENNESSEE (KNOXVILLE, TN)
21,678-SEAT ARENA



VIRGINIA BEACH DOME

VIRGINIA BEACH, VA
3,500-SEAT MULTI-PURPOSE VENUE



**VALLEY RANCH TOWN CENTER
EVENT GROUNDS**

NEW CANEY, TX
14-ACRE MULTI-PURPOSE EVENT GROUNDS



**GRAND JUNCTION
CONVENTION CENTER**

GRAND JUNCTION, CO
23,000 SQ.FT.



**CHARLESTON COLISEUM &
CONVENTION CENTER**

CHARLESTON, WV
108,000 SQ. FT.



**FREDERICKSBURG EXPO AND
CONVENTION CENTER**

FREDERICKSBURG, VA
120,000 SQ. FT.



NEW FREDERICKSBURG NATIONALS BALLPARK

FREDERICKSBURG, VA
5,000 SEATS, 300- SEAT CLUB W/ 13 SUITES



FORT SMITH CONVENTION CENTER

FORT SMITH, AR
116,800 SQ. FT.



CHARLESTON MUNICIPAL AUDITORIUM

CHARLESTON, WV
3,400-SEAT THEATRE



JACKSON CONVENTION COMPLEX

JACKSON, MS
330,000 SQ. FT. CONVENTION CENTER; 383-SEAT THEATER



CONGDON YARDS

HIGH POINT, NC
50,000 SQ. FT. EVENT/BALLROOM SPACE, 75,000 SQ. FT. MEETING SPACE, RESTAURANTS, BARS, FULL-SERVICE CATERING



AMPHITHEATER AT LAS COLONIAS PARK

GRAND JUNCTION, CO
4,000-SEATS OUTDOOR AMPHITHEATER



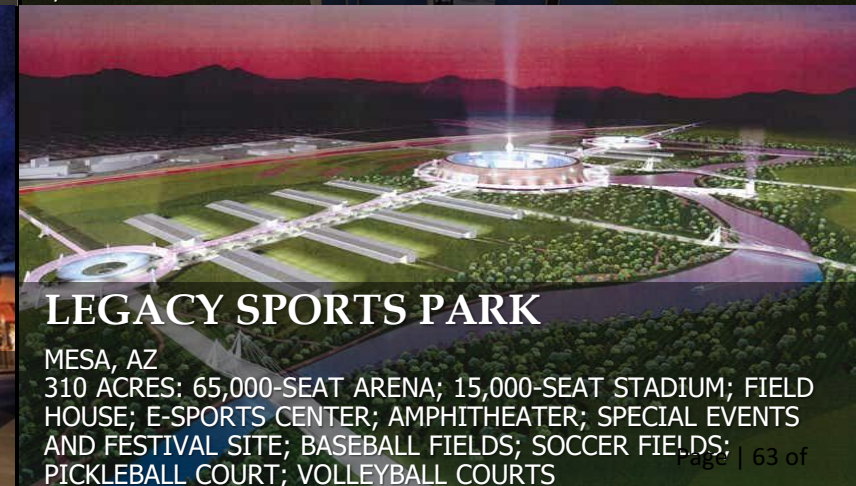
SEMINOLE THEATRE

HOMESTEAD, FL
425-SEAT THEATRE, 2,000 SQ.FT. MEETING SPACE



AVALON THEATRE

GRAND JUNCTION, CO
1,100-SEAT THEATRE



LEGACY SPORTS PARK

MESA, AZ
310 ACRES: 65,000-SEAT ARENA; 15,000-SEAT STADIUM; FIELD HOUSE; E-SPORTS CENTER; AMPHITHEATER; SPECIAL EVENTS AND FESTIVAL SITE; BASEBALL FIELDS; SOCCER FIELDS; PICKLEBALL COURT; VOLLEYBALL COURTS



JOHNNY MERCER THEATRE

SAVANNAH, GA
2,660-SEAT THEATRE



ARCBEST PERFORMING ARTS CENTER

FORT SMITH, AR
1,400-SEAT THEATRE



VICTORY NORTH CLUB

SAVANNAH, GA
600-SEAT THEATRE



OUR PURPOSE:

**To be a positive disruption to business in
sports, entertainment, and hospitality.**

CLIENT'S SUCCESS STORIES

Under OVG's Management, the Two Rivers Convention Center and Avalon Theatre had One of the **best years Ever resulting in a \$195,000 decrease in City Subsidy.**

"This is nothing but good news for the community and for the users of these facilities. OVG has been doing an outstanding job implementing improvements and sharpening the operation. We are extremely pleased with what we have seen. This solidifies our belief that this partnership was the right decision."--- Greg Caton, Grand Junction City Manager

Since taking over management and operation from Spectra Venue Management, OVG Facilities' leadership and direction of the Kovalchick Convention & Athletic Complex resulted in achieving their **two best financial years ever in the venue's history!**

OVG Facilities took over the management of a renovated Seminole Theatre that had been shuttered for over 40 years. In just two years, the venue saw a **198% increase in gross event revenue**, as well as leading the local resident group partner to an all-time high, **increasing income by over \$170,000.**

Under OVG Facilities' leadership and direction, Rupp Arena is on track to have their best concert and special event year in the history of the venue.

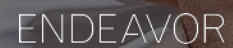
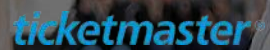
"Rupp Arena bookings up 100% over last year" – Herald Leader

Since taking over management and operation from Spectra Venue Management, OVG Facilities' leadership and direction of the Watsco Center resulted in achieving their **two best financial years ever in the venue's history!**





WE PARTNER WITH THE BEST

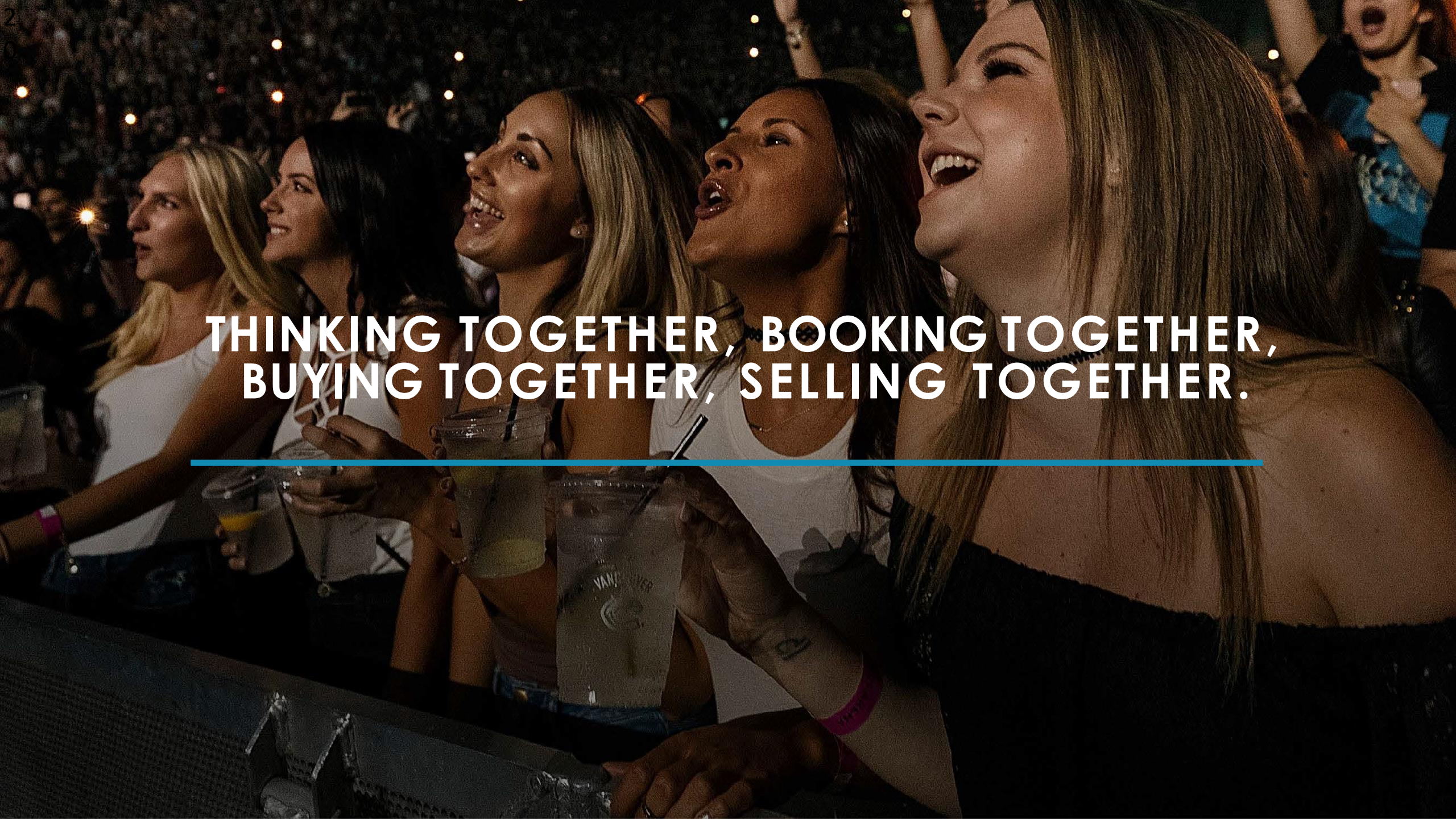


UNPARALLELED ACCESS TO TOP CONTENT CREATORS

OVG Facilities has unmatched relationships and booking resources with Live Nation and other national content management groups. In addition to our industry relationships with event organizers, promoters, and tours, the OVG team has experience in creating successful signature events.

In 2018, Live Nation generated \$829 million in adjusted operating income, promoted over 35,000 concerts that entertained over 93 million fans. A relationship with Live Nation is important for every venue to develop and grow. OVG has more than a relationship with Live Nation, we have a partnership. We have partnered with them on hosting events, creating new content for our venues, and designing and developing new venues. We are partners in every sense of the word and bring this partnership to each of our venues.



A group of young women are shown in profile, looking upwards and singing along at a concert. They are holding clear plastic cups with drinks and straws. The background is dark with many small, out-of-focus lights, suggesting a large crowd. A horizontal blue line is positioned below the text.

**THINKING TOGETHER, BOOKING TOGETHER,
BUYING TOGETHER, SELLING TOGETHER.**

ARENA ALLIANCE



29
ARENAS

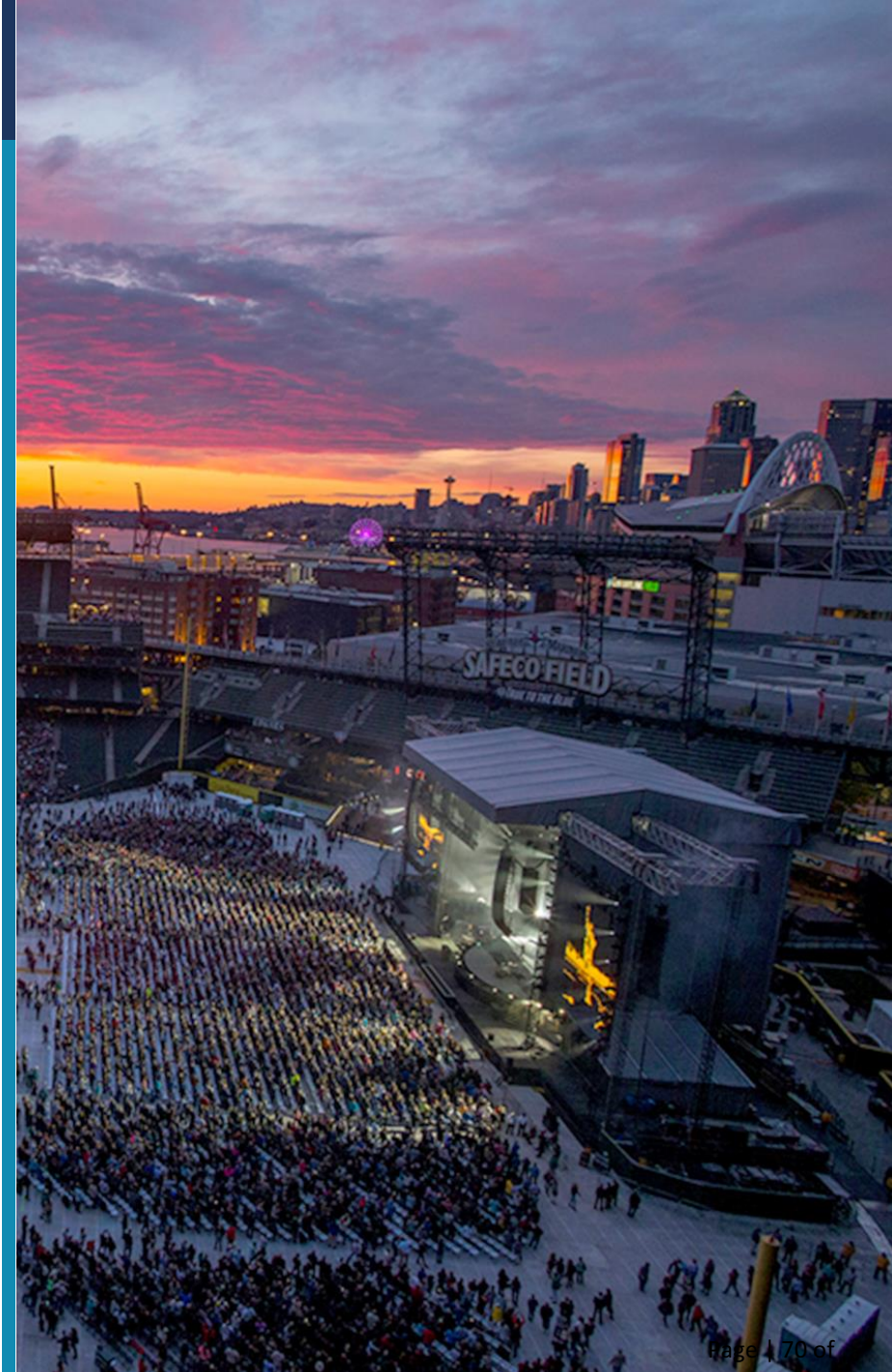
17
NBA TEAMS

17
NHL TEAMS

22
OF TOP 25 DMAS

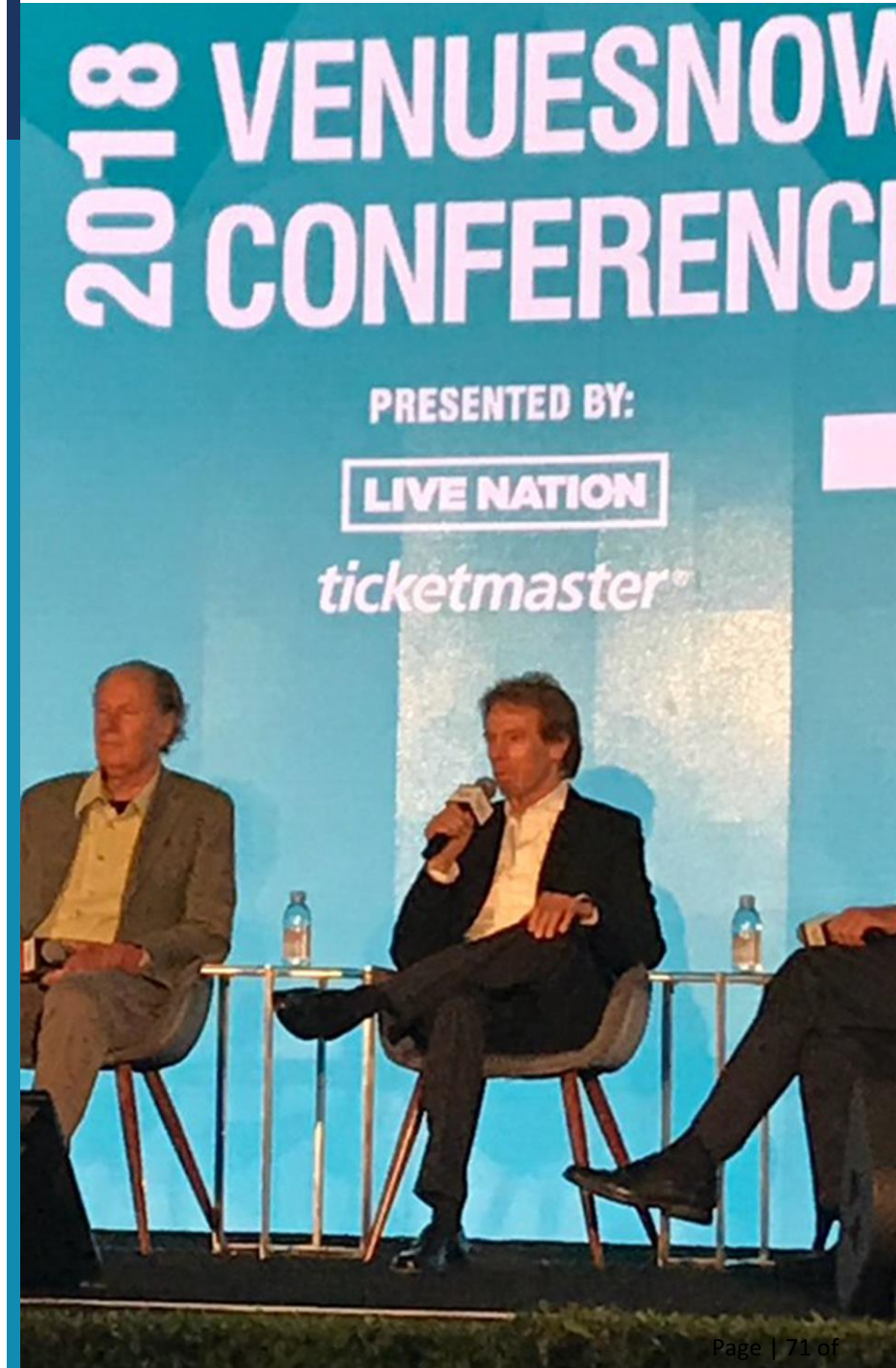
STADIUM ALLIANCE

Oak View Group founded the Stadium Alliance in 2015 organizing the “best in class” large-scale facilities in North America to share best practices and maximize event revenues. Leveraging the experience, knowledge, and relationships of the Stadium Alliance with influential decision makers drives incremental events to our members.



MEDIA & CONFERENCES

We exist to help influence and drive the industry to think bigger and more strategically by facilitating an environment conducive to sharing knowledge and resources. Pollstar and Venues Today are the leading sources of original reporting for live entertainment and events, serving management, owners, and suppliers to music, sports, and meetings venues internationally.



PREVENT ADVISORS

We established Prevent Advisors in response to a changing world. Through this division we are reinventing security and counter-terrorism to fit with today's dynamic public assembly space.

Working with your staff, we design, validate, and implement innovative solutions specifically tailored to your unique needs. Together we will address today's challenges along with the emerging threats of the future.



BUSINESS DEVELOPMENT

At OVG, we dream BIG. Through OVG Business Development, we invest in transformational major capital projects and businesses that support our goal to revolutionize the live entertainment industry.

*“We firmly believe that **OVG is positioned** to become a world-class franchise in sports and live events. We look forward to working with Tim, Irving, and their team of category experts as a **strategic partner** in the company’s next **phase of growth**.”*

Lee Wittlinger, Managing Director at Silver Lake



INVESTMENTS TO DATE



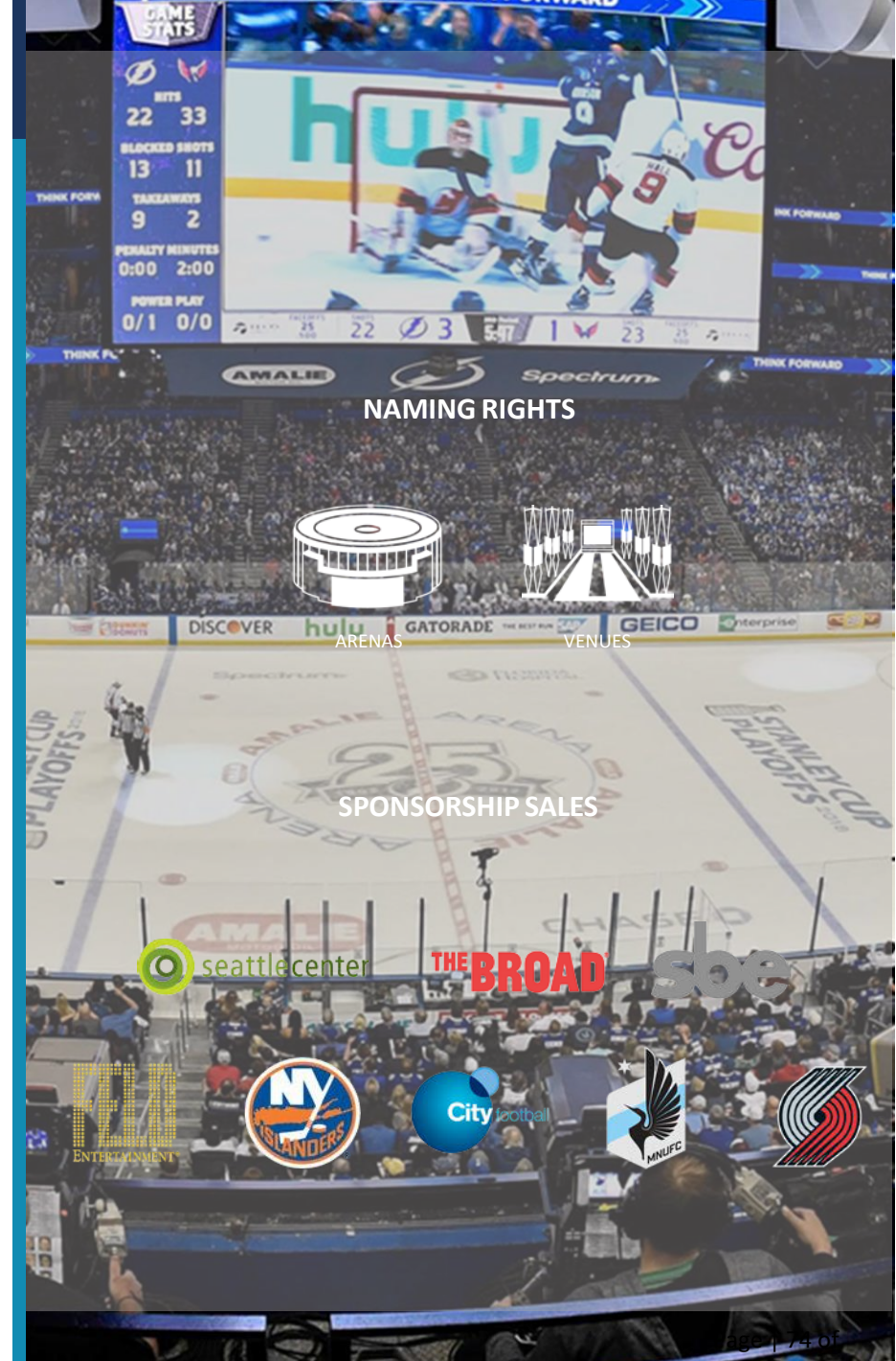
SportTechie



GLOBAL PARTNERSHIPS

OVG Global Partnerships connects world-class properties with world-class brands: building compelling stories to their customers through the magic of live entertainment, meetings and conventions.

Through our Global Partnerships division, we're able to help brands build national sponsorship platforms, tailored to their specific objectives, to create meaningful connections with millions of potential customers.



COLLEGE ALLIANCE

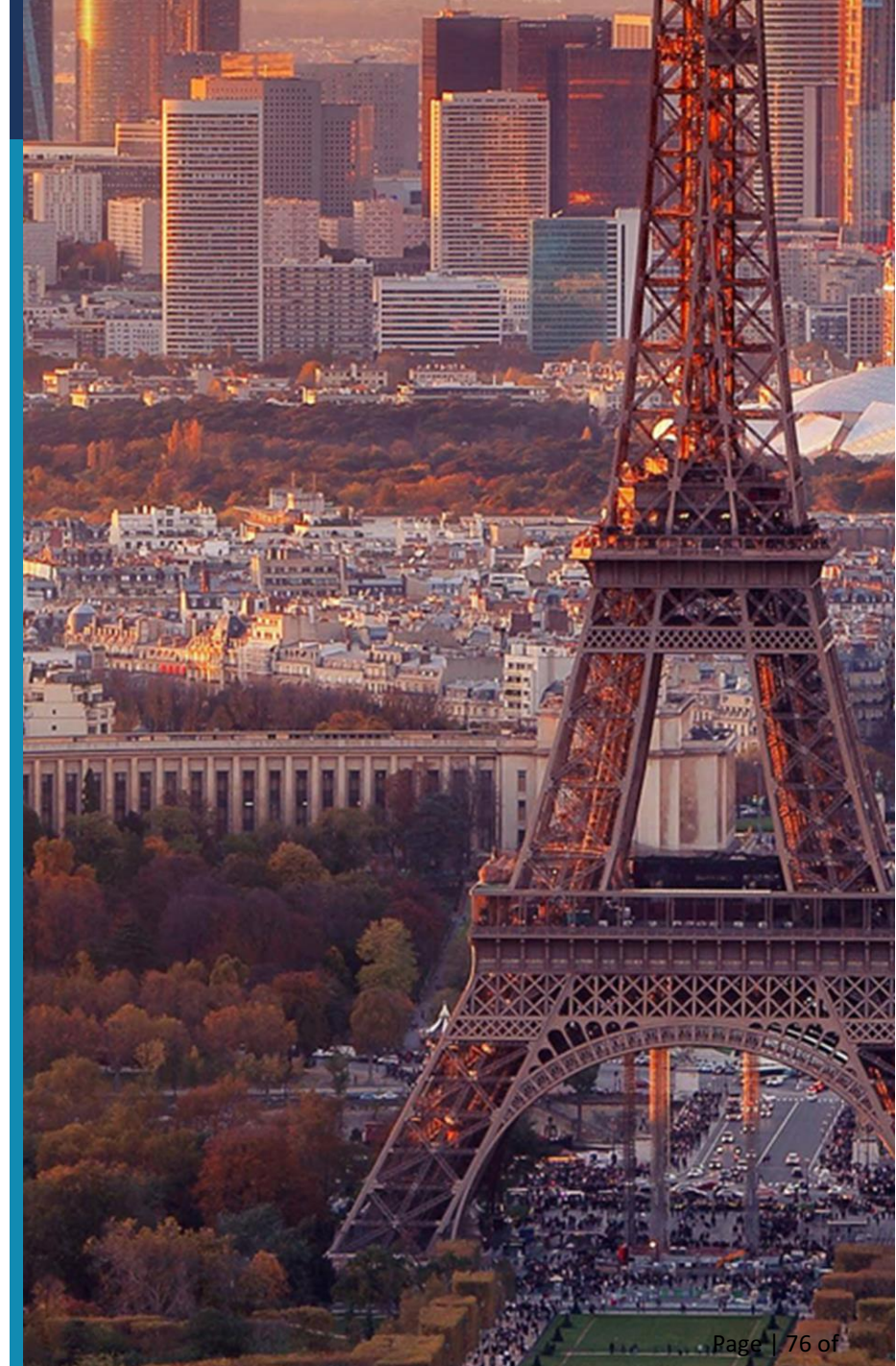
OVG College is building a new college strategy with the focus on all aspects of monetization of collegiate facilities including equity facility partnerships, naming rights, management booking, event creation, ticketing support and other college solutions.



INTERNATIONAL

The live entertainment and face to face experiences are cherished by millions across the world. We think globally but work locally.

This is why we're taking our expertise to all corners of the globe, innovating the live entertainment and hospitality industry everywhere to deliver unprecedented value for our partners and the fans.



CONTACT US



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OVG

THANK YOU



OVG

IF IT'S LIVE, WE LIVE IT

MAKING A POSITIVE DISRUPTION

We are here to be a positive disruption to business as usual in the sports, live entertainment, and hospitality industry. Our executive team is full of industry veterans that have made a career out of helping entrepreneurial and independent companies stand out from the competition.



FOUNDED, BUILT, & LED BY INDUSTRY INNOVATORS

TIM LEIWEKE

Leiweke is a leader and veteran in the sports and entertainment industry with over 30 years of experience. He created many iconic music festivals and has also been part of championship teams in the NBA, NHL, MLS, AHL, and DEL. He was responsible for the development of the Staples Center and was integral in the creation of L.A. Live, the Los Angeles Convention Center, and Hawaii Convention Center.



IRVING AZOFF

Azoff has over 40 years experience in the entertainment industry, and *Billboard* has named him the most powerful person in the music industry. In 1974, he founded Front Line Management and became the exclusive manager for the likes of the Eagles, Fleetwood Mac, Travis Scott, Harry Styles, Christina Aguilera, Journey, Bon Jovi, and Van Halen. He later became CEO of Ticketmaster, Chairman of Live Nation, and Chairman and CEO of MSG Entertainment.



PETER LUUKKO

Luukko has over 40 years experience in the sports and entertainment industry, and serves as Chairman for OVG Facilities and OVG Arena Alliance. He also serves as Executive Chairman of the Florida Panthers Hockey Club and Sunrise Sports and Entertainment. Luukko is instrumental in overseeing growth for the company by acquiring new facilities, managing relationships with promoters, artists, and managers, and consulting with developers, city officials, and team owners. He previously served as President and Chief Operating Officer of Comcast-Spectacor, L.P. for more than 25 years, overseeing the Philadelphia Flyers of the NHL, and oversaw Comcast-Spectacor's facility-management business, Global Spectrum (now Spectra).



SILVERLAKE

Silverlake is a global leader and pioneer in private technology investing and generates over \$170 billion in revenue annually.



WHO WE ARE

1,000+ EMPLOYEES

8,900+ LIVE
EVENTS

OPERATING & BOOKING
69 VENUES

HOSTING
102+ MILLION
ATTENDEES





OVC FACILITIES

OVG FACILITIES TEAM



Peter Luukko

Co-Chairman – OVG Facilities and Alliances

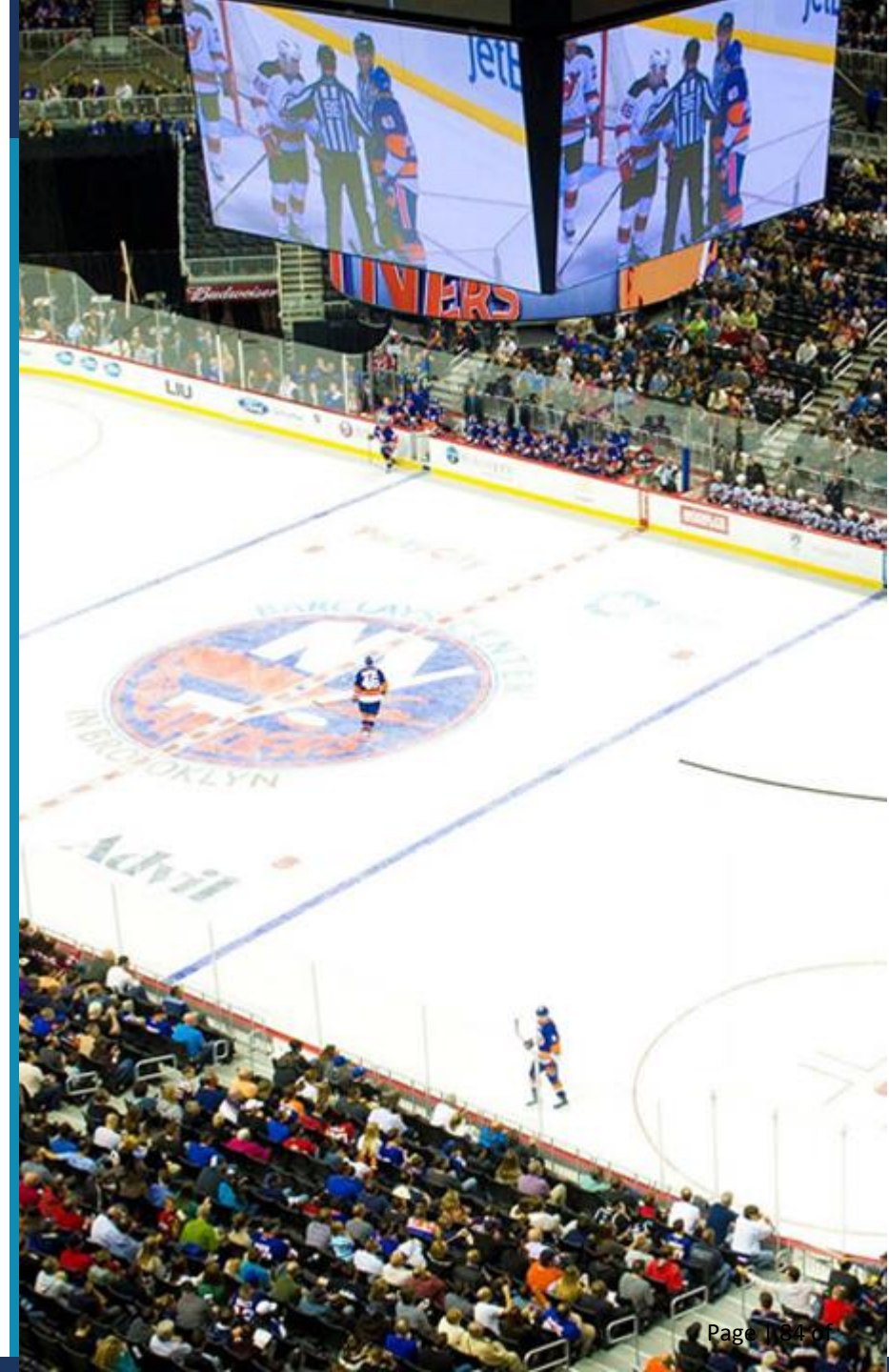
- Appointed Executive Chairman of The Florida Panthers Hockey Club and Sunrise Sports & Entertainment, February 2015
- Former President and Chief Operating Officer of Comcast-Spectacor, L.P. for over 25 years, overseeing the Philadelphia Flyers
- Served as a member of the NHL Board of Governors and played an instrumental role in the club participating in two Winter Classics while also hosting the 2014 NHL Draft
- Managed Comcast-Spectacor's facility-management business with over 125 sports arenas, stadiums and convention centers. Responsible for the expansion of Comcast-Spectacor's broad range of businesses



Hank Abate

President of OVG Facilities

- Over 30 years of experience covering all aspects of arena, theater and stadium management
- Former EVP of The Madison Square Garden Co. overseeing their portfolio of facilities
- Former Senior Vice President of Spectra Venue Management and Food Services & Hospitality
- Played a key role in merging the operations of Ovations Food Services and Global Spectrum Facilities Management, while overseeing more than 40 facilities with a focus on increasing event activity and driving bottom-line growth.
- Spent 20 years working for SMG Facility Management, where he held many key positions, and had principal responsibility for SMG managed arenas and stadiums in more than 120 cities.



OVG FACILITIES TEAM



Shura Garnett
SVP, Convention Centers

- 25 years of industry experience, Former Senior Vice President Convention Centers for Spectra overseeing the company's 5.2-million-square-feet of convention center space. Prior to that she served Spectra as Division Senior VP of their Midwest venues and food service accounts..
- Former General Manager of the St. Charles Convention Center overseeing construction, opening and management for 12 years.
- She was Director and CEO of the Midland Convention Center and Vice President of Visitor Development for the Midland Chamber of Commerce.
- Served as Chairman of the Board of IAVM
- Serves on the Diversity and Inclusion Committee for IAVM, served as a Industry Affairs Committee, member of the Board of Governors, Chair of the Board of Education, and Chair of the Diversification Committee
- Previously served as a Board Member of Trade Show Executives Exposition Forecasting Board and the Center for Exhibition Industry Research Foundation.



Doug Higgs
SVP, Arenas

- Founded Pinnacle Venue Services in 2014. PVS experienced exceptional growth with full-service management contracts for eleven venues of various types including arenas, theaters, conference and convention centers, and an amphitheater. 20 year Global Spectrum veteran, serving as the Regional Vice President overseeing 16 separate arenas, theaters, and conference centers for the Company, including nine universities.
- Deputy General Manager for the Utah Olympic Oval during the 2002 Winter Olympic Games in Salt Lake City



Sims Hinds
SVP, Development

- A veteran executive in the sports and entertainment industries - having helped build and manage some of the most successful companies in their respective fields
- Involved in projects with companies such as the Walt Disney Company, the PGA Tour, Atlantic Coast Conference (ACC), and Live Nation
- Involved in senior management positions for the planning and presentation of some of the nation's largest and most prestigious events, including the 2011 Figure Skating Championships and the 1984 Olympic Games
- Planned, marketed and produced over 1,000 events, including North American tours with artists such as Led Zeppelin, the Eagles, Eric Clapton and Neil Diamond during his time with Concerts West (AEG Live)



Tom Paquette
SVP, Arenas

- Founded Pinnacle Venue Services in 2014. PVS experienced exceptional growth with full-service management contracts for eleven venues of various types including arenas, theaters, conference and convention centers, and an amphitheater.
- Vice President and General Manager of the AT&T Center for Spurs Sports & Entertainment, managing the arena during the 2013 NBA Finals, 2014 NCAA Men's Basketball Tournament and the annual San Antonio Stock Show & Rodeo.
- Spent 10 years as General Manager of Colonial Life Arena at the University of South Carolina guiding the arena through construction, opening and the first nine years of operation.

OVG FACILITIES TEAM



Chris Asouzu
VP of Finance

- 30-plus years account, finance, and management professional, with 12 years of industry experience.
- Former Regional Director of Finance for Global Spectrum.
- Former Accounting Manager and Treasury Service Manager, Knight-Ridder, Inc.
- Board Member of Congaree Vista Guild Business District, Columbia, SC
- Board member and Chairman of Budget & Finance Committee, South Carolina Midlands Authority for Convention, Sports & Tourism Board
- Member of Alpha Phi Alpha, Knight of Peter Clavier Court #380, Urban League Guild Committee



Monique Brycki
Senior Director of Facilities Development

- Over 13 years of experience in the sports and entertainment industry.
- Previously worked for Spectra Venue Management, Food Services & Hospitality, and Ticketing & Fan Engagement as Director of Strategic Business Development.
- In her tenure with Spectra (formerly Global Spectrum), Brycki collaborated with regional and corporate staff to develop and write technical and management content for responses which were compliant with the RFP request.



Marissa Dionne
Senior Director of Marketing

- 18-year veteran in the entertainment and venue management industry specializing in Marketing, Public Relations, Sponsorship and Group Sales.
- Former Regional Director of Marketing for Spectra overseeing Northeast Arena (12 venues) and Convention Centers (26 venues) Divisions
- Lead the communication's division of Spectra's National Marketing Plan for Convention Centers
- Assisted with the launch of the NBA Development League (D-League) – Springfield, MA.
- Co-Chair of NCAA Division I Men's & Women's Basketball Tournament – Springfield, MA



Matt Lashoff
Director of Business Development

- Over 15 years of experience in the sports and entertainment industry.
- Led a 12-year professional hockey career (2005 was drafted by the Boston Bruin's 2006-07 season).
- Lashoff's tenure with the National Hockey League ("NHL") also included positions with the Toronto Maple Leafs and Tampa Bay Lightning.
- Lashoff was responsible for running a music production company in charge of booking and music publishing for artists and songwriters.
- Volunteers time with the St. Louis Blues Alumni Association and local St. Louis (MO) Youth Hockey Associations.

FACILITIES

OVG Facilities provides unmatched services that make a difference, whether it is securing new events, identifying and correcting operating inefficiencies, or designing and implementing policies and procedures, and providing the critical staff training. Our services produce tangible results that ultimately add to your bottom line and overall guest experience. OVG's 360° platform delivers not only an unrivalled experience but also an unmatched value for clients.



OVG Facilities is aimed at enhancing the existing event schedule of the venue. We not only provide advice on how to be more successful in programming events for your venue, but our team of industry veterans will work for you to secure events by maximizing our deep industry relationships and connections, while not competing with your existing organizers and events.



The OVG Facilities team has decades of experience addressing and solving every challenge a venue might face. We work with venue owners and operators to develop customized solutions and provide services that will have the greatest impact and value. Core competencies include booking, sales, marketing, hospitality, event coordination and management, service contract negotiation and oversight, sponsorship sales, and third-party contract management evaluation.



Venues constantly need to adapt to the continually changing entertainment and hospitality industry in order to be successful. OVG Facilities offers venues two main assessments: Front-of-House & Security Assessment and Operations Assessment. Upon completion of the Assessments, OVG Facilities will create a customized comprehensive Operations Manual that is a guideline for staff to provide quality management and services.



With well-publicized violence, severe weather, and accidents in a variety of public venues, and on-going political unrest, it is imperative for all public assembly venues to have an up to date comprehensive Venue Emergency Response Plan (VERP) to ensure the safety of everyone at a venue. OVG Facilities works hand-in-hand with venues to make sure the facility, clients, guests, and staff are doing everything they can to ensure a safe event for all.



CONVENTION CENTER EXPERIENCE

OVG's combined experience of managing convention centers is solid and successful. Whether a small conference center, hybrid facility, large convention center in a big city or a medium-sized convention center in a secondary market, our team has the expertise in managing all areas of the convention center.

We focus on our client's goals and mission to achieve the best possible success for each of our venues. Our commitment to working as a singular sales force with all our stakeholders within the community is unmatched and stems from a background in working with and managing convention & visitor bureaus and hotels. Our customized approach to sales and marketing ensures that we are focused on the right clients to fill the right space at the right time for your specific convention center. At the end of the day, your sales and marketing dollars are working strictly for you.

Additionally, we recognize that the most cost-efficient sales efforts begin with outstanding customer service and a focus on client retention. That is why we developed the PEAK Guest Services Program and continually empower our team members on its implementation.

We value the trust you place in OVG when managing your assets and because of that trust, we care for your venue and its material assets like an owner, not a renter. Our hope is to be your partner for the long-term.



OVG Facilities Client List



20
ARENAS

9
CONFERENCE &
CONVENTION CENTERS

8
THEATERS &
AMPHITHEATERS

5
STADIUMS

5
MULTI-PURPOSE
COMPLEXES

CHANGING THE FACE OF...

PALM SPRINGS ARENA

THE NEXT CROWN JEWEL OF SPORTS AND ENTERTAINMENT IN SOUTHERN CALIFORNIA



REINVENTING A HISTORIC LANDMARK

UBS ARENA

AN UNDERUTILIZED RESOURCE TRANSFORMED INTO AN UNFORGETTABLE MECCA



THE ARENA MANCHESTER DESERVES

MANCHESTER ARENA

THE FIRST VENUE DESIGNED FOR MUSIC: THE FANS AND THE BANDS



THE FIRST OF ITS KIND IN AUSTIN, TEXAS

MOODY CENTER

WHERE EVERY WORLD-CLASS ACT WILL WANT TO PLAY



CLIMATE PLEDGE ARENA

AN ENGINEERING MARVEL THAT BELIEVES IN DISRUPTION BY EMBRACING CULTURE AND HISTORY IN A TECH-FORWARD, ENVIRONMENTALLY-CONSCIOUS WAY



MONUMENTAL AND HISTORIC

SAVANNAH NEW ARENA

CHANGING THE FACE OF SAVANNAH FOREVER



OVG PROPERTIES

INNOVATING AND BRINGING WHAT'S NEXT TO LIVE ENTERTAINMENT



OVG is the Largest Developer of Sports, Entertainment, and Hospitality Facilities

\$4.5 BILLION

OF DEPLOYED CAPITAL ACROSS 7 PROJECTS



AN EXCITING ADDITION TO MILAN, ITALY

SANTA GIULIA ARENA

AS THEY PREPARE TO HOST THE 2026 WINTER OLYMPICS



UMBC EVENT CENTER

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY (BALTIMORE, MD)
5,000-SEAT ARENA, 17,500 SQ. FT. MULTI-PURPOSE FACILITY



WATSCO CENTER

UNIVERSITY OF MIAMI (CORAL GABLES, FL)
8,000-SEAT ARENA, 7,700 SQ. FT. MULTI-PURPOSE
FACILITY BANQUET SEATING: 1,000



BON SECOURS WELLNESS ARENA

GREENVILLE, SC
16,000 SEAT ARENA



CHI HEALTH CENTER OMAHA

OMAHA, NE
19,000-SEAT ARENA & 500,000 SQ. FT. CONVENTION CENTER



OUR CLIENTS

Management & Booking



UNIVERSITY OF HOUSTON ATHLETICS FACILITIES

HOUSTON, TX
ALL ATHLETICS FACILITIES INCLUDING FERTITTA CENTER (7,100 SEAT
ARENA), TDECU STADIUM (40,000 SEATS), COUGAR SOFTBALL STADIUM
(1,200 SEATS), ATHLETICS ALUMNI CENTRE (220,000 SQ. FT.), ETC.



KOVALCHICK CONVENTION & ATHLETIC COMPLEX

INDIANA UNIVERSITY OF PENNSYLVANIA, (INDIANA, PA)
5,000-SEAT ARENA, 632-SEAT THEATER
23,000 SQ. FT. CONFERENCE SPACE



RUPP ARENA

LEXINGTON, KY
20,000-SEAT ARENA



SAVANNAH CIVIC CENTER

SAVANNAH, GA
9,000 SEAT ARENA, 22,600 SQ. FT. MEETING SPACE



UPMC EVENTS CENTER

ROBERT MORRIS UNIVERSITY, MOON, PA
4,200-SEAT ARENA, 11,000 SQ. FT. CONFERENCE AND MEETING SPACE



BB&T CENTER

SUNRISE, FL
20,737-SEAT ARENA



WEBSTER BANK ARENA

BRIDGEPORT, CT
10,000-SEAT ARENA, 39,000 SQ. FT. MULTI-PURPOSE FACILITY



THOMPSON-BOLING ARENA

UNIVERSITY OF TENNESSEE (KNOXVILLE, TN)
21,678-SEAT ARENA



VIRGINIA BEACH DOME

VIRGINIA BEACH, VA
3,500-SEAT MULTI-PURPOSE VENUE



VALLEY RANCH TOWN CENTER EVENT GROUNDS

NEW CANEY, TX
14-ACRE MULTI-PURPOSE EVENT GROUNDS



GRAND JUNCTION CONVENTION CENTER

GRAND JUNCTION, CO
23,000 SQ.FT.



CHARLESTON COLISEUM & CONVENTION CENTER

CHARLESTON, WV
108,000 SQ. FT.



FREDERICKSBURG EXPO AND CONVENTION CENTER

FREDERICKSBURG, VA
120,000 SQ. FT.



NEW FREDERICKSBURG NATIONALS BALLPARK

FREDERICKSBURG, VA
5,000 SEATS, 300- SEAT CLUB W/ 13 SUITES



FORT SMITH CONVENTION CENTER

FORT SMITH, AR
116,800 SQ. FT.



CHARLESTON MUNICIPAL AUDITORIUM

CHARLESTON, WV
3,400-SEAT THEATRE



JACKSON CONVENTION COMPLEX

JACKSON, MS
330,000 SQ. FT. CONVENTION CENTER; 383-SEAT THEATER



CONGDON YARDS

HIGH POINT, NC
50,000 SQ. FT. EVENT/BALLROOM SPACE, 75,000 SQ. FT. MEETING SPACE, RESTAURANTS, BARS, FULL-SERVICE CATERING



AMPHITHEATER AT LAS COLONIAS PARK

GRAND JUNCTION, CO
4,000-SEATS OUTDOOR AMPHITHEATER



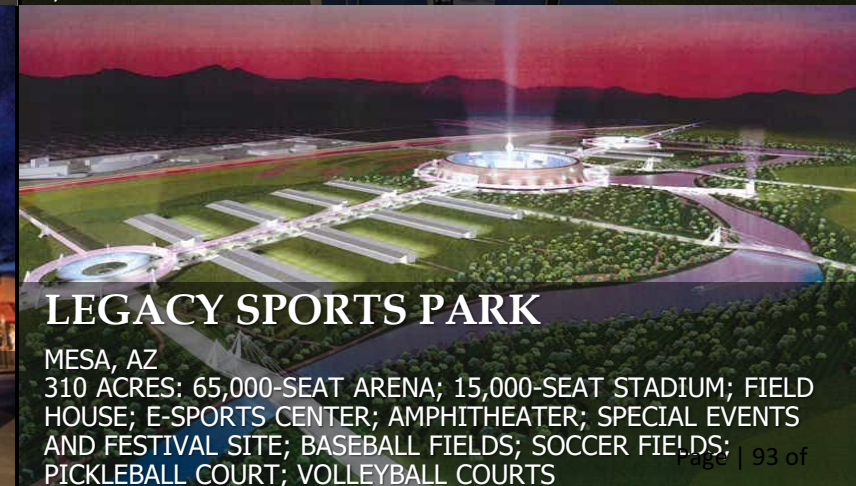
SEMINOLE THEATRE

HOMESTEAD, FL
425-SEAT THEATRE, 2,000 SQ.FT. MEETING SPACE



AVALON THEATRE

GRAND JUNCTION, CO
1,100-SEAT THEATRE



LEGACY SPORTS PARK

MESA, AZ
310 ACRES: 65,000-SEAT ARENA; 15,000-SEAT STADIUM; FIELD HOUSE; E-SPORTS CENTER; AMPHITHEATER; SPECIAL EVENTS AND FESTIVAL SITE; BASEBALL FIELDS; SOCCER FIELDS; PICKLEBALL COURT; VOLLEYBALL COURTS



JOHNNY MERCER THEATRE

SAVANNAH, GA
2,660-SEAT THEATRE



ARCBEST PERFORMING ARTS CENTER

FORT SMITH, AR
1,400-SEAT THEATRE



VICTORY NORTH CLUB

SAVANNAH, GA
600-SEAT THEATRE



OUR PURPOSE:

**To be a positive disruption to business in
sports, entertainment, and hospitality.**

CLIENT'S SUCCESS STORIES

Under OVG's Management, the Two Rivers Convention Center and Avalon Theatre had One of the **best years Ever resulting in a \$195,000 decrease in City Subsidy.**

"This is nothing but good news for the community and for the users of these facilities. OVG has been doing an outstanding job implementing improvements and sharpening the operation. We are extremely pleased with what we have seen. This solidifies our belief that this partnership was the right decision."--- Greg Caton, Grand Junction City Manager

Since taking over management and operation from Spectra Venue Management, OVG Facilities' leadership and direction of the Kovalchick Convention & Athletic Complex resulted in achieving their **two best financial years ever in the venue's history!**

OVG Facilities took over the management of a renovated Seminole Theatre that had been shuttered for over 40 years. In just two years, the venue saw a **198% increase in gross event revenue**, as well as leading the local resident group partner to an all-time high, **increasing income by over \$170,000.**

Under OVG Facilities' leadership and direction, Rupp Arena is on track to have their best concert and special event year in the history of the venue.

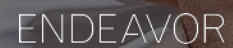
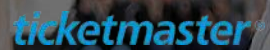
"Rupp Arena bookings up 100% over last year" – Herald Leader

Since taking over management and operation from Spectra Venue Management, OVG Facilities' leadership and direction of the Watsco Center resulted in achieving their **two best financial years ever in the venue's history!**





WE PARTNER WITH THE BEST

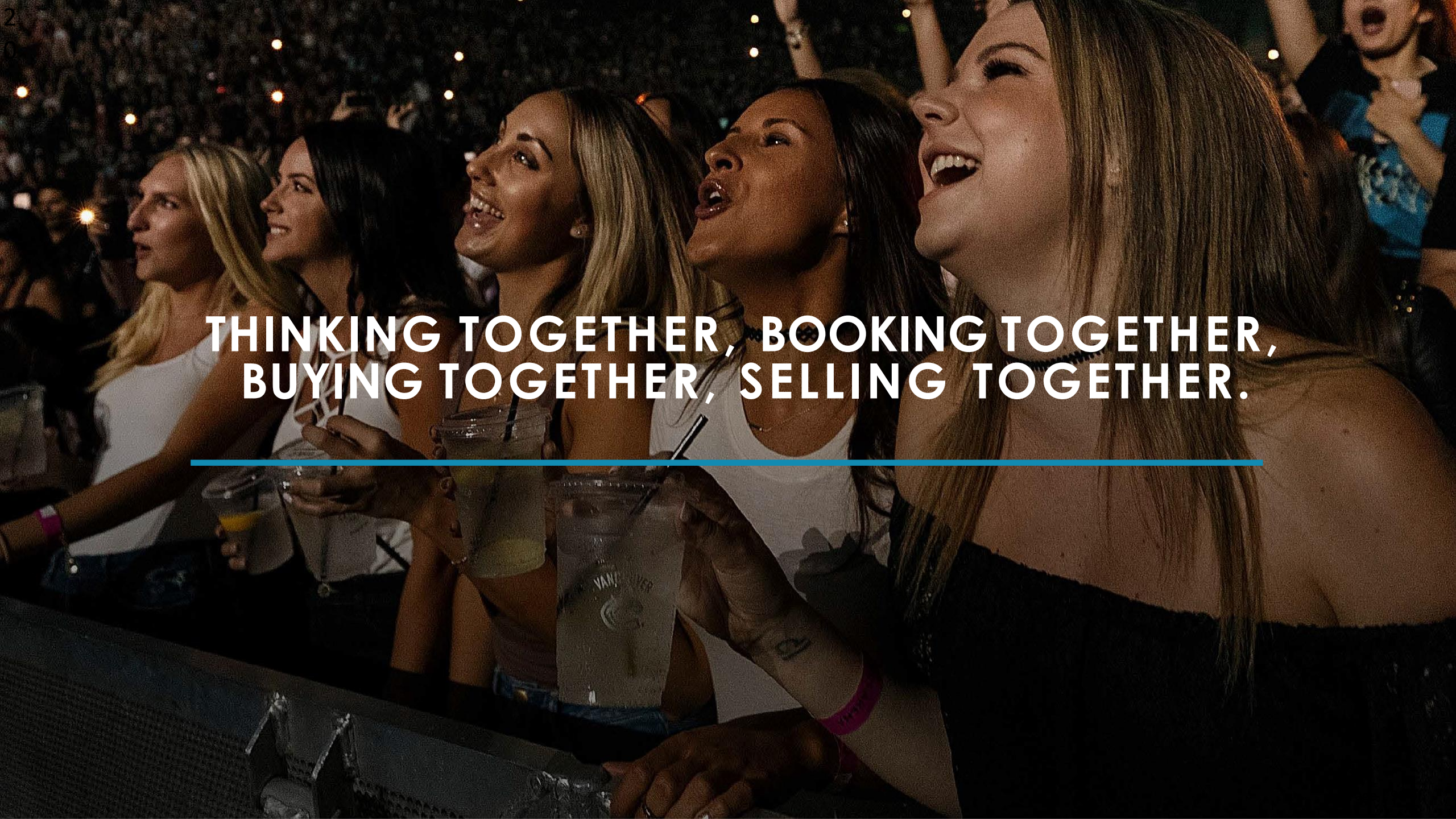


UNPARALLELED ACCESS TO TOP CONTENT CREATORS

OVG Facilities has unmatched relationships and booking resources with Live Nation and other national content management groups. In addition to our industry relationships with event organizers, promoters, and tours, the OVG team has experience in creating successful signature events.

In 2018, Live Nation generated \$829 million in adjusted operating income, promoted over 35,000 concerts that entertained over 93 million fans. A relationship with Live Nation is important for every venue to develop and grow. OVG has more than a relationship with Live Nation, we have a partnership. We have partnered with them on hosting events, creating new content for our venues, and designing and developing new venues. We are partners in every sense of the word and bring this partnership to each of our venues.



A group of young women are shown in profile, looking upwards and singing along at a concert. They are holding clear plastic cups with drinks and straws. The background is dark with many small, out-of-focus lights, suggesting a large crowd. A horizontal blue line is positioned below the text.

**THINKING TOGETHER, BOOKING TOGETHER,
BUYING TOGETHER, SELLING TOGETHER.**

ARENA ALLIANCE



29
ARENAS

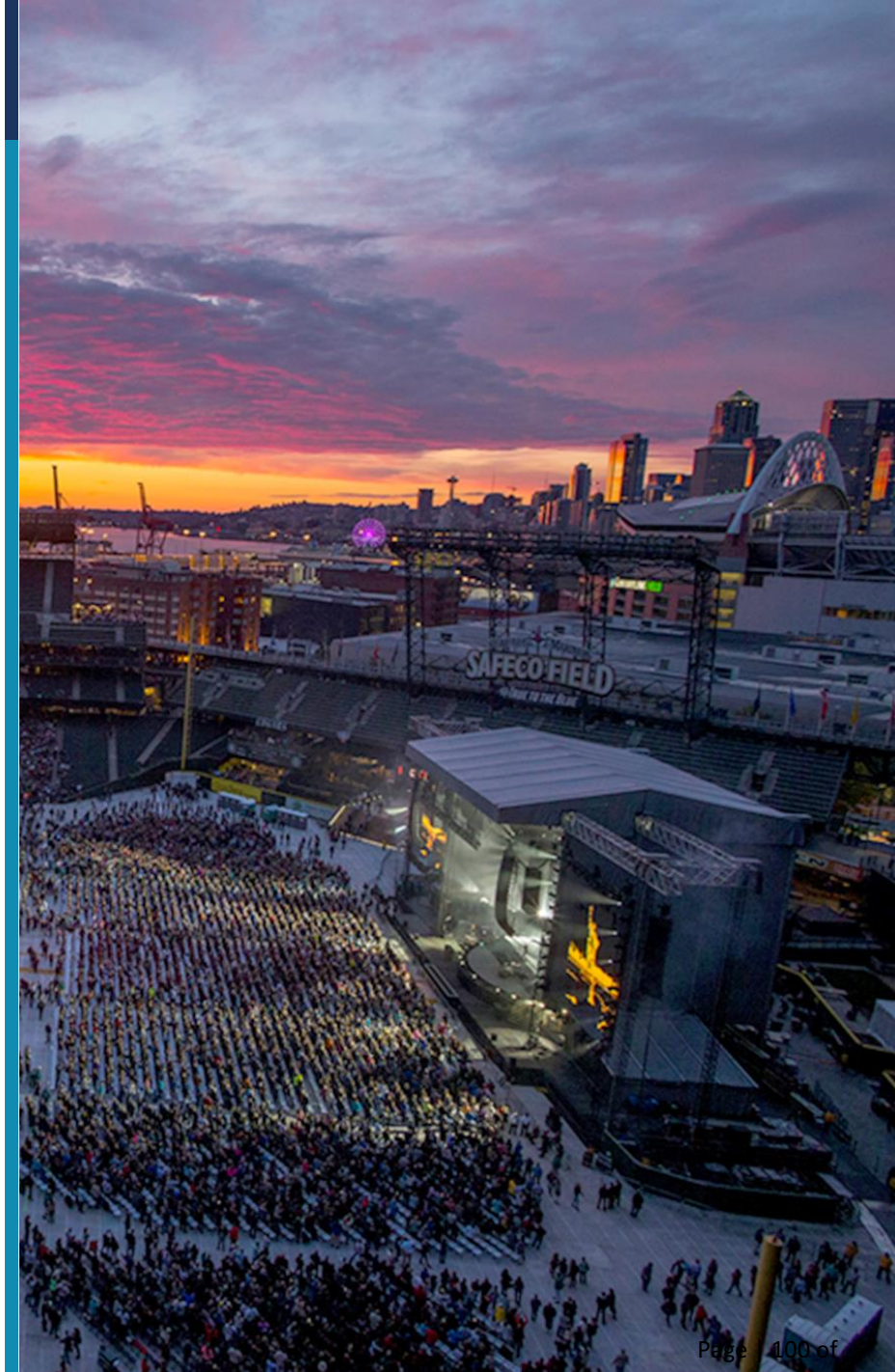
17
NBA TEAMS

17
NHL TEAMS

22
OF TOP 25 DMAS

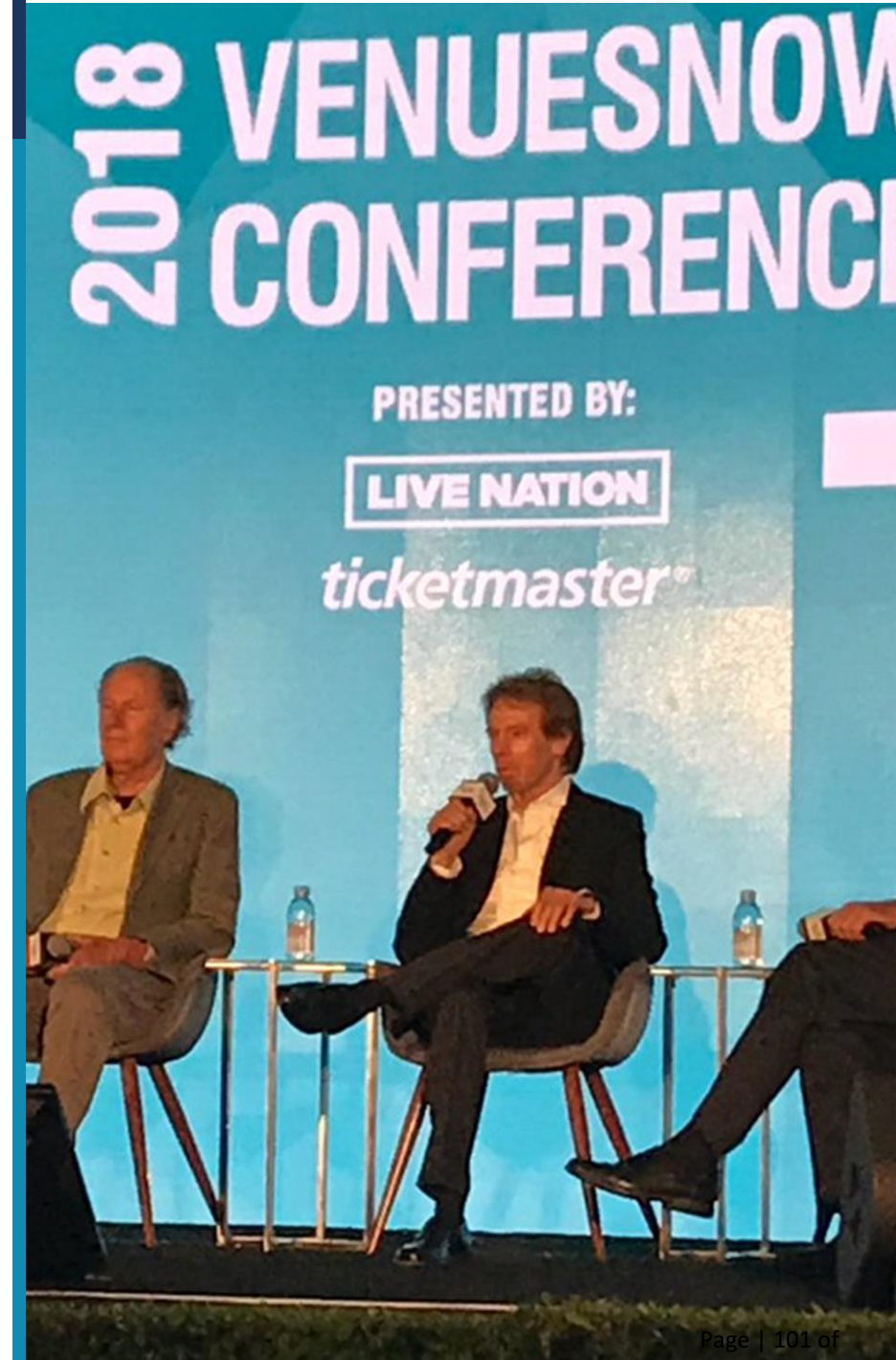
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INVESTMENTS TO DATE



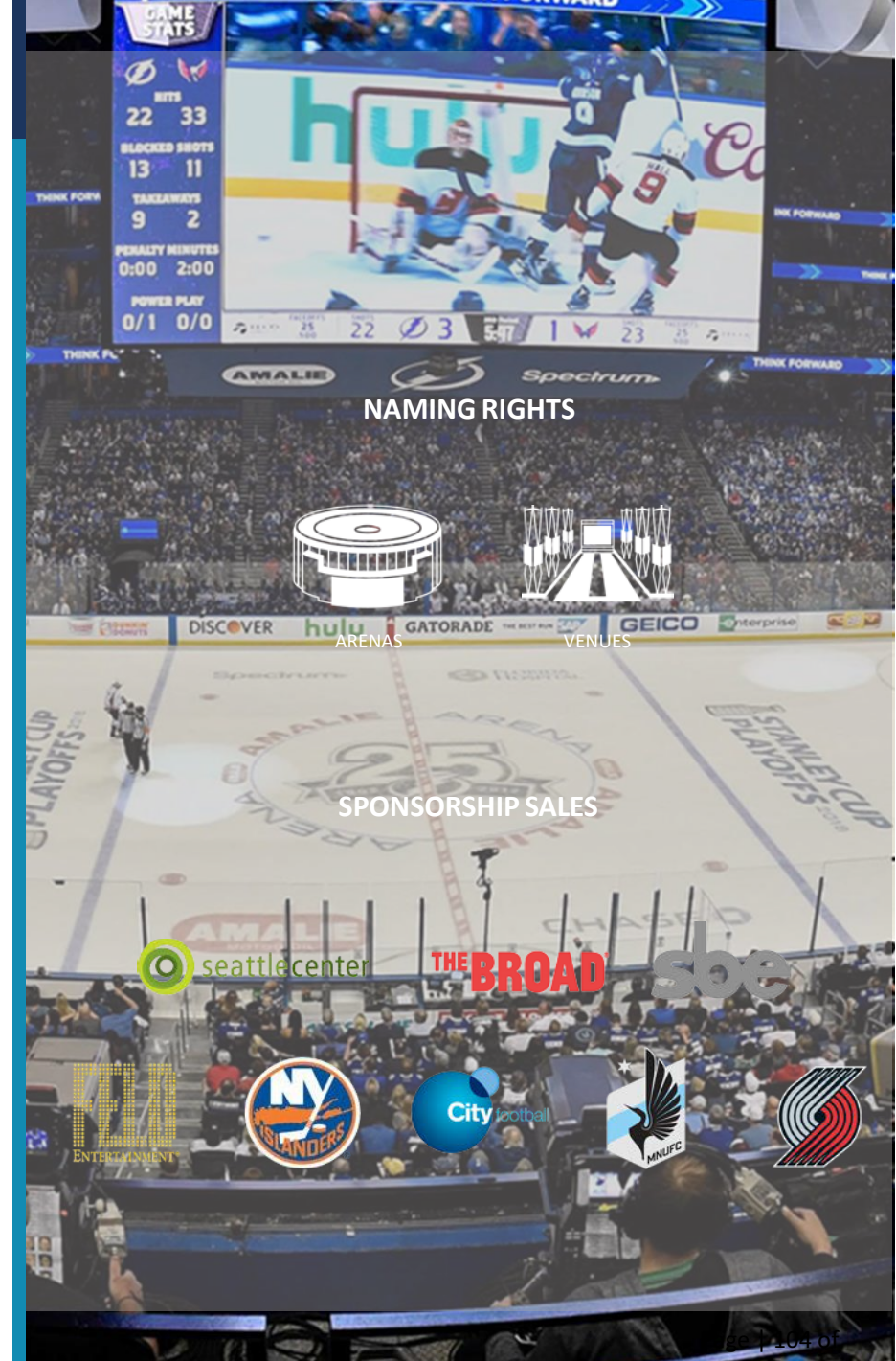
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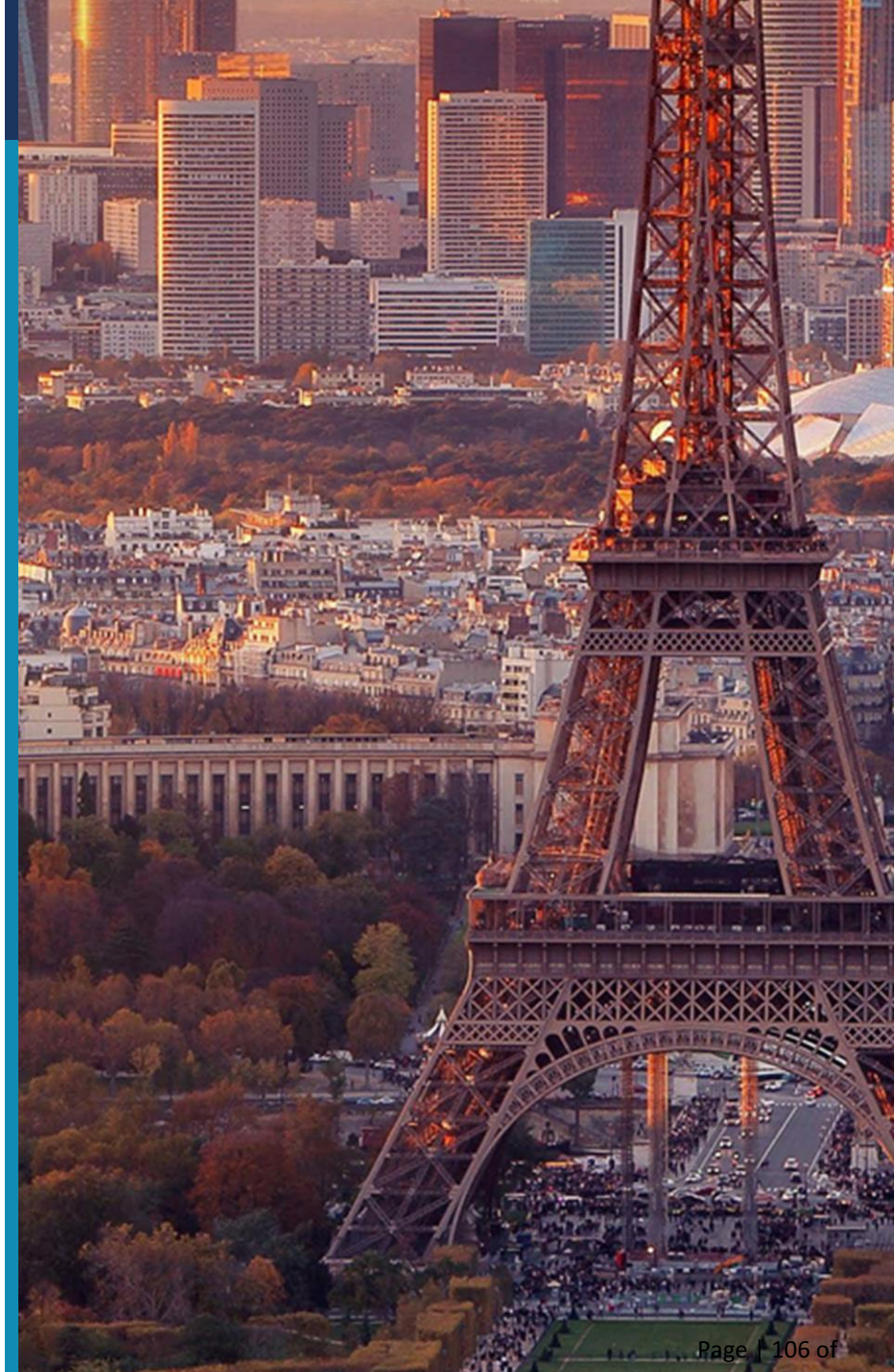
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MATT LASHOFF

DIRECTOR, BUSINESS DEVELOPMENT
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PH: (518) 461-1595



OVG

THANK YOU

Resolution No. 375-20

Introduced in Council:

Adopted by Council:

September 8, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 375-20 – Authorizing the Mayor or City Manager to cancel the Letter of
2 Credit expiring May 1, 2021 in the amount of \$250,000 approved by City Council on April 20,
3 2020 and to enter into an Agreement with WesBanco, Inc. for a Standby Letter of Credit in the
4 amount of \$750,000 for a term starting September 21, 2020, and increasing by \$250,000 on
5 December 20, 2020, and with the option to increase again by \$250,000 on March 20, 2021 if
6 still pending completion of the annual review by the Office of the Insurance Commissioner.
7 Cost of the letter is 0.5% of the amount issued. This letter of credit provides security in lieu of
8 a surety bond for liability of potential workers' compensation claims as a self-insured
9 employer. The letter of credit is subject to review and final approval by legal counsel for the
10 City.

11

12 Be it Resolved by the Council of the City of Charleston, West Virginia:

13

14 The Mayor or City Manager is authorized to cancel the Letter of Credit expiring May 1, 2021 in
15 the amount of \$250,000 approved by City Council on April 20, 2020 and to enter into an
16 Agreement with WesBanco, Inc. for a Standby Letter of Credit in the amount of \$750,000 for a
17 term starting September 21, 2020, and increasing by \$250,000 on December 20, 2020, and
18 with the option to increase again by \$250,000 on March 20, 2021 if still pending completion of
19 the annual review by the Office of the Insurance Commissioner. Cost of the letter is 0.5% of the
20 amount issued. This letter of credit provides security in lieu of a surety bond for liability of
21 potential workers' compensation claims as a self-insured employer. The letter of credit is
22 subject to review and final approval by legal counsel for the City.