

MANAGEMENT AGREEMENT

between

CITY OF DUBUQUE, IA

and

**GLOBAL SPECTRUM, L.P.
d/b/a OVG360**

Effective Date: March 20, 2023

MANAGEMENT AGREEMENT

This Management Agreement is entered into and made effective as of the Effective Date, by and between the City of Dubuque, Iowa, a municipality organized under the laws of the State of Iowa ("**Owner**"), and Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG360 ("**OVG**").

RECITALS

WHEREAS, Owner owns a convention center and event space consisting of approximately 86,000 square feet of space, including exhibition space, meeting rooms, and ballroom space, located in Dubuque, IA at 500 Bell Street and currently known as the *Grand River Center* (the "**Facility**"); and

WHEREAS, the financial and operational success and maintenance of the Facility is of the highest importance to the Owner;

WHEREAS, Owner desires to engage OVG to manage and operate the Facility on behalf and for the benefit of Owner, and OVG desires to accept such engagement, pursuant to the terms and conditions contained herein; and

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

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

Affiliate: 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: This Management Agreement, together with all schedules and exhibits attached hereto, each of which are incorporated herein as an integral part of this Agreement.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements, and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of one year.

Commencement Date shall have the meaning given to such term in Section 4.1 hereof.

Commercial Rights: Naming Rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, and, if applicable, any premium seating (including clubs, suites, and party suites) at or with respect to the Facility and owned or controlled by Owner.

Commercial Rights Contracts: Any contracts for the purchase and sale of Commercial Rights, which shall be in writing and duly executed by the parties thereto.

Commercial Rights Fee: shall have the meaning given to such term in Section 3.3 hereof.

Commercial Rights Revenue: shall mean all revenue (including cash and trade, with such trade valued at its retail price in an arms-length transaction) derived from the sale of Commercial Rights, including Naming Rights.

CPI: The “Consumer Price Index” for all urban consumers, Midwest region, all items, not seasonally adjusted as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date: shall have the meaning ascribed to such term in the cover page of this Agreement.

Emergency Repair: 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 Facility threatening persons or property and was not the result of acts or omissions constituting gross negligence or willful misconduct of OVG.

Event Account: A separate interest-bearing account in the name of Owner and under Owner’s Federal ID number in a local qualified public depository, to be designated by Owner, where advance ticket sale revenue is deposited by OVG.

Event Revenue: All Revenue generated from events at the Facility (including food and beverage, audio-visual, decorating, rent, etc.). For avoidance of doubt, Event Revenue excludes revenues not attributable to individual events, such as Commercial Rights Revenue and other miscellaneous revenues or income.

Event Revenue Benchmark: The Event Revenue Benchmark mutually agreed between the parties in connection with the Operating Budget developed each year; provided the Event Revenue Benchmark for the first Operating Year shall be \$1,800,000, and in no event shall an Event Revenue Benchmark for subsequent Operating Years be less than such amount.

Event of Force Majeure: An act of God or the public enemy, compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; pandemic or epidemic; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facility existing as of the Effective Date, as set forth on Exhibit D attached hereto.

Facility: shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire convention center complex, including but not limited to the meeting rooms, ballrooms, exhibition space, pre-function areas, common areas, lobby areas, executive and other offices, storage and utility facilities, as well as the entrances, ground, sidewalks, and parking areas immediately surrounding the Facility and adjacent thereto, as identified on Schedule 1 hereto.

FF&E: Furniture, fixtures, and equipment currently in place or to be procured for use at the Facility.

Fixed Management Fee: The fixed monthly fee Owner shall pay to OVG under this Agreement, as more fully described in Section 3.1 of this Agreement.

Food and Beverage Services shall have the meaning given to such term in Section 2.1(b) below.

General Manager: The employee of OVG acting as the full-time on-site general manager of the Facility.

Incentive Fees: The Qualitative Incentive and Revenue Incentive.

Investment shall have the meaning given to such term in Section 11.3 of this Agreement.

Laws: federal, state, local, and municipal laws, statutes, rules, regulations, and ordinances.

Management-Level Employees: The General Manager, Assistant General Manager (if applicable), and any department head employed by OVG to perform services at the Facility (including, if applicable, employees performing the function of the Director of Finance, Director of Operations and Events, Director of Sales and Marketing, and Director of Food and Beverage/Head Chef).

Marketing Plan: A plan for the advertising and promotion of the Facility and Facility events, which may contain but not be limited to the following elements: **(i)** market research, **(ii)** market position, **(iii)** marketing objectives, **(iv)** marketing strategies, **(v)** booking priorities, **(vi)** targeted events - local, regional, national, and international, **(vii)** targeted meetings, conventions, and trade shows, **(viii)** industry advertising campaign, **(ix)** internal and external support staff, **(x)** advertising opportunities at the local, regional, and national level, **(xi)** attendance at various trade shows, conventions, and seminars, **(xii)** incentive formulas for multiple event presenters, **(xiii)** merchandising and retail, **(xiv)** food and beverage, **(xv)** a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), and branding of food and beverage products for resale, **(xvi)** a plan regarding national, regional, and local public relations and media relations, and **(xvii)** policies regarding the use of trade/barter.

Naming Rights: The specific set of commercial rights to name the overall Facility and/or individual rooms, halls, or other individual spaces within the Facility.

Operating Account: A separate interest-bearing account in the name of Owner and under Owner's Federal ID number in a local qualified public depository, to be designated by Owner, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line-item budget for the Facility that includes a projection of Revenues, including Event Revenue, and Operating Expenses, including projected Fixed Management Fees and all Incentive Fees, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by OVG in connection with its operation, promotion, maintenance and management of the Facility, including but not limited to the following: **(i)** employee payroll, benefits, relocation costs, severance costs, bonuses, and related costs, **(ii)** cost of operating

supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions, and membership costs, (vii) printing and stationary costs, (viii) postage and freight costs, (ix) equipment rental costs, (x) repairs, maintenance, and equipment servicing, (xi) security expenses, (xii) telephone and communication charges, (xiii) reasonable travel and sustenance expenses of OVG employees, (xiv) cost of employee uniforms and identification, (xv) exterminator, snow, and trash removal costs (xvi) computer, software, hardware, and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) other office expenses (for Facility-based offices), (xx) audit and accounting fees, (xxi) legal fees and costs, (xxii) all bond and insurance costs (including but not limited to personal property, liability, and worker's compensation insurance, as well as the other insurance coverages required hereunder), including, without limitation, the cost of any coverage deductibles, coinsurance penalties, or self-insured retention under insurance policies, (xxiii) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage, and merchandise concessions services and commercial rights sales), (xxiv) cost of complying with any Laws, (xxv) costs incurred by OVG to settle or defend any claims asserted against OVG arising out of its operations at the Facility on behalf of Owner; (xxvi) costs incurred under Service Contracts and other agreements relating to Facility operations, (xxvii) Taxes, (xxviii) the Fixed Management Fee, (xxix) costs to OVG for managing and/or performing the Food and Beverage Services, including employee-related expenses, and (xxx) costs incurred in connection with the marketing and sale of Commercial Rights.

The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures, Transition Costs, property taxes, insurance on the Facility or Owner's property or contents within the Facility, or the Incentive Fee, all of which costs shall be borne by Owner. Owner shall receive a dollar-for-dollar credit on future Operating Budgets for the cost of any Operating Expense paid by Owner when such cost, in whole or in part, is later recovered by OVG. This credit shall apply whether such costs were paid using funds in the Operating Account or otherwise, and such credit shall be applied against one or more payments due to OVG from Owner under this Agreement or shall be added to any one or more payments due to Owner from OVG under this Agreement. (For example, if OVG pays an employee's relocation costs from the Operating Account, and OVG later recovers all or a portion of those costs from or on behalf of said employee (whether due to the employee's resignation or some other reason), Owner shall be entitled to a credit equal to the amount recovered by OVG.) For avoidance of doubt, the foregoing right of offset shall only apply during the Term of this Agreement, and Owner shall have no rights of recovery in connection with such amounts following the Term.

Operating Year: Each 12-month period during the Term, commencing on July 1, 2023, and continuing on the anniversary of such date, with the first Operating Year to commence July 1, 2023.

Operations Manual: Document to be developed by OVG which shall contains terms regarding the management and operation of the Facility, including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both Owner and OVG.

OVG: shall have the meaning given to such term in the opening paragraph to this Agreement.

Owner: shall have the meaning given to such term in the opening paragraph to this Agreement.

Qualitative Incentive: shall have the meaning given to such term in Section 3.2 hereof.

Revenue: All gross revenues generated by OVG's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by OVG in trust for a third party and paid to such third party.

Revenue-Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Revenue Incentive: shall have the meaning given to such term in Section 3.2. hereof.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E 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 which are deemed by OVG to be either reasonably necessary or reasonably useful in operating the Facility.

Stub Operating Year: shall mean from the Commencement Date through June 30, 2023.

Taxes: 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 Owner at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions 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 Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: shall have the meaning given to such term in Section 4.1 hereof.

Trailing Commercial Rights Commissions: shall have the meaning given to such term in Section 3.3. hereof.

Transition Budget: shall mean the budget reflecting anticipated Transition Costs attached hereto as Exhibit F, currently anticipated to be \$30,000, with additional Transition Costs in excess of such amount to be subject to the prior written approval of Owner, not to be unreasonably withheld.

Transition Costs: shall mean the out-of-pocket costs incurred, or to be incurred, by OVG in connection with its activities related to the transition of management of the Facility to OVG, as set forth in the Transition Budget, or as otherwise mutually agreed.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) Owner hereby engages OVG during the Term to act as the sole and exclusive operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A-1 attached hereto.

(b) Owner hereby engages OVG (or its designee) during the Term to act as the sole and exclusive food and beverage provider of the Facility, subject to and as more fully described in this Agreement, and in connection therewith, to perform the services described in Exhibit A-2 (collectively, the “**Food and Beverage Services**”), attached hereto. Owner specifically agrees that pursuant to Section 12.3, OVG shall be permitted to assign, subcontract, or otherwise sublicense all or any portion of its rights and obligations in respect of the provision of such Food and Beverage Services, including, without limitation to an Affiliate, subject to Owner’s approval (which shall not be unreasonably withheld or delayed).

(c) Owner hereby engages OVG (or its designee) during the Term to act as the sole and exclusive representative for marketing of the Commercial Rights, including Naming Rights, subject to and as more fully described in this Agreement, and in connection therewith to perform the services described in Exhibit A-3 (collectively, the “**Commercial Rights Services**”), attached hereto. Owner specifically agrees that pursuant to Section 12.3, OVG shall be permitted to assign, subcontract, or otherwise sublicense all or any portion of its rights and obligations in respect of the provision of such Commercial Rights Services, including, without limitation to an Affiliate, subject to Owner’s approval (which shall not be unreasonably withheld or delayed). Owner hereby acknowledges and agrees that OVG is not guaranteeing any level of purchase of, or the receipt of payment for, any Commercial Rights marketed by OVG pursuant to this Agreement, provided, however, that no such rights shall be given, assigned, or sold for no or nominal consideration without the express written permission of Owner. All Commercial Rights, including Naming Rights, are subject to approval by Owner’s bond counsel.

(d) OVG hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual. Owner shall not sell, assign, transfer, grant, or license to any other party any of the exclusive rights granted to OVG pursuant to this Section 2.1.

Section 2.2 Limitations on OVG’s Duties. OVG’s obligations under this Agreement are contingent upon and subject to Owner making available, in a timely fashion, the funds budgeted for and/or reasonably required by OVG to carry out such obligations during the Term. OVG shall not be considered to be in breach or default of this Agreement, and shall have no liability to Owner or any other party, in the event OVG does not perform any of its obligations hereunder due to failure by Owner to timely provide such funds.

**ARTICLE 3
COMPENSATION**

Section 3.1 Fixed Management Fee. In consideration of OVG's performance of its services hereunder, Owner shall pay OVG a Fixed Management Fee. Beginning on the Effective Date and continuing through the first Operating Year, the Fixed Management Fee shall be \$12,500 per month (\$150,000/Operating Year). Beginning in the second Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous 12-month period (*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). The Fixed Management Fee shall be payable to OVG in advance, beginning on the Commencement Date, and payable on the first day of each month thereafter (prorated as necessary for any partial months). OVG shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Incentive Fees. In addition to the Fixed Management Fee, OVG shall be entitled to receive the following Incentive Fees for each full or partial Operating Year of the Term (with such Incentive Fees prorated for any partial Operating Years). The Incentive Fees, if earned, shall be paid to OVG no later than 90 days following the end of each Operating Year.

- OVG shall be paid 20% of Event Revenue above the Event Revenue Benchmark (the "**Revenue Incentive**").
- In addition, OVG shall be eligible to earn up to \$25,000 each Operating Year for achievement of the Operational Benchmarks as set forth on Exhibit B (the "**Qualitative Incentive**").
- The sum of the calculated annual Incentive Fees (Revenue Incentive plus Qualitative Incentive) paid to OVG shall not exceed the annual Fixed Management Fee paid to OVG.

For avoidance of doubt, the calculation of the Revenue Incentive for the first Operating Year shall not include Event Revenue from the Stub Operating Year.

Section 3.3 Commercial Rights Fee. In consideration for OVG's marketing of the Commercial Rights, OVG shall receive 20% of all Commercial Rights Revenue (the "**Commercial Rights Fee**"). The Commercial Rights Fee shall be paid to OVG for all years of each Commercial Rights agreement secured by OVG, including any years that extend beyond the end of the Term of this Agreement. The Commercial Rights Fee due to OVG following the conclusion of the Term is referred to herein as the "**Trailing Commercial Rights Commissions**". The Commercial Rights Fee shall be paid to OVG on a bi-annual basis, on or about the last day of June and December each calendar year, and OVG shall be entitled to pay itself such amount from the Operating Account upon providing documentation of such Commercial Rights Fee to Owner. The parties shall also hold a settlement at the conclusion of the Term, at which time Owner shall pay to OVG any portion of the Commercial Rights Fee due to OVG but not yet paid to OVG as of such date (other than Trailing Commercial Rights Commissions). Following the conclusion of the Term, Trailing Commercial Rights Commissions shall be paid to OVG within 30 days of receipt by Owner of the corresponding Commercial Rights Revenue arising from any Commercial Rights agreements which were secured by OVG. In connection with the Commercial Rights Fee and Trailing Commercial Rights Commissions, Owner agrees **(i)** to maintain books and records in accordance with generally accepted accounting practices, and **(ii)** to permit OVG to audit and inspect such books and records during normal business hours and on reasonable advance notice, to confirm amounts due hereunder, including, following the conclusion of the Term (as it relates to Trailing Commercial Rights Commissions). To the extent any such audit reveals an underpayment Owner shall promptly pay OVG the amount of the underpayment, and if such underpayment to OVG is greater than two percent (2%) of amounts owed to

OVG, Owner shall reimburse OVG for the reasonable costs of such audit. In the event OVG includes the value of any trade as part of the Commercial Rights Revenue, OVG shall, at the request of Owner, provide reasonable evidence establishing the retail price in an arms-length transaction. The terms in this Section 3.3 shall survive termination or expiration of this Agreement.

Section 3.4 Transition Costs. Promptly following the Effective Date (or prior to the Effective Date, as applicable), OVG shall do all things reasonably necessary to transition from the current management of the Facility to the commencement of its management services hereunder. Owner shall reimburse OVG for the Transition Costs, in accordance with the Transition Budget. OVG shall invoice Owner for such costs, and Owner shall pay such costs within 30 days of its receipt of each such invoice. Each invoice to be provided by OVG shall be accompanied by reasonable back-up documentation evidencing the incurrence of the Transition Costs.

Section 3.5 Late Payments. OVG shall have the right to assess interest on any payments of the fees described in this Section that are not made when due, provided that such late payment is not attributable to any act or omission of OVG. Such interest shall accrue at the rate of 6% per annum or the maximum rate allowed by law, whichever is less.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. The initial term of this Agreement (the “**Initial Term**”) shall begin on March 31, 2023 (the “**Commencement Date**”), and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall conclude on June 30, 2028; provided that the parties may mutually agree to extend this Agreement for an additional five-year period through June 30, 2033 (the “**Renewal Term**”) by written agreement on or before January 1, 2028. The Initial Term and Renewal Term (as applicable) shall be referred to herein as the “**Term**.”

Section 4.2 Termination. This Agreement may be terminated:

- (a) by either party upon 60 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 60-day notification period, provided, however, if such failure cannot reasonably be cured within such 60-day period, then a longer period of time shall be afforded to cure such breach, up to a total of 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, or
- (b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within 120 days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such involuntary bankruptcy petition shall be filed against either party and shall not be dismissed within 120 days after such filing.

Section 4.3 Effect of Termination Upon termination or expiration of this Agreement for any reason, **(i)** OVG shall promptly discontinue the performance of all services hereunder and peaceably surrender the Facility to Owner, **(ii)** Owner shall promptly pay OVG all fees due OVG up to the date of

termination or expiration (subject to pro-ration if the Term ends other than at the end of the Operating Year), (iii) Owner shall pay to OVG all Operating Expenses incurred by OVG through the end of the Term that have not previously been paid, including costs of accrued but unused vacation time and other end of employment payments due to OVG's employees whose employment is being terminated OVG; (iv) Owner shall pay other reasonable costs incurred by OVG in withdrawing from its provision of services at the Facility, including, without limitation, (I) to the extent any Management-Level Employee's employment with OVG will cease concurrently with the termination or expiration of this Agreement, Owner shall reimburse OVG for any severance paid to certain employees in accordance with OVG's then-current employment policies, which have been provided to Owner, which if this Agreement concludes on or before June 30, 2028, shall not exceed 3 months' salary, and if this Agreement concludes after such date shall not exceed 6 months' salary for the General Manager and Executive Chef, and regardless of when this Agreement concludes, shall not exceed 2 months' salary for any other Management-Level Employee for which this would apply, (II) reasonable household relocation expenses for OVG's Management-Level Employees, but only to the extent any such individuals had previously relocated to the Facility (or its surrounding areas) in connection with this Agreement; provided that the foregoing (I) and (II) shall not be due if the Agreement is terminated by Owner pursuant to Section 4.2, above, and (III) costs incurred in connection with termination and/or assignment of Service Contracts and/or Revenue Generating Contracts, or other contracts or leases entered into by OVG pursuant to this Agreement; (v) OVG shall make available to Owner all data, electronic files, log-in information, passwords, maintenance records, documents, procedures, reports, estimates, summaries, contracts, rental agreements, and other such information and materials with respect to the Facility as may have been accumulated by OVG in performing its obligations hereunder, whether completed or in process, and (vi) without any further action on part of OVG or Owner, Owner shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, Commercial Rights Contracts, booking commitments, and any other Facility agreements entered into by OVG in furtherance of its duties hereunder. Owner's payment of such expenses will occur only after OVG has provided reasonable evidence of the incurrence of such expenses. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5

OWNERSHIP; USE OF THE FACILITY; FOOD AND BEVERAGE AREAS

Section 5.1 Ownership of Facility, Data, Equipment, and Materials. Owner will at all times retain Ownership of the Facility, including but not limited to real estate, technical equipment, furniture, displays, fixtures, website, intellectual property relating to the Facility, and similar property, including improvements made during the Term, at the Facility. Any data, equipment, or materials furnished by Owner to OVG or acquired by OVG as an Operating Expense shall remain the property of Owner and shall be returned to Owner when no longer needed by OVG to perform under this Agreement. Notwithstanding the above, Owner shall not have the right to use any third-party software licensed by OVG for general use by OVG at the Facility and other facilities managed by OVG, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense; such software may be retained by OVG upon expiration or termination hereof. Furthermore, Owner recognizes that the Operations Manual to be developed and used by OVG hereunder is proprietary to OVG and shall belong to OVG at the end of the Term; Owner shall not use or maintain copies thereof upon the end of the Term; provided any Owner-owned material provided in connection with such Operations Manual shall be retained by Owner.

Section 5.2 Right of Use by OVG. Owner hereby gives OVG the right and license to use the Facility, and OVG 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 Facility. Owner shall provide OVG with a sufficient amount of suitable office space in the Facility and with such office equipment as is reasonably necessary to enable OVG to perform its obligations under this Agreement. In addition, Owner shall make available to OVG, at no cost, parking spaces adjacent to the Facility for all of OVG's full-time employees and for the Facility's event staff.

Section 5.3 Observance of Agreements. Owner 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 Owner is bound in connection with its ownership of the Facility.

Section 5.4 Use by Owner. Owner shall have the right to use the Facility or any part thereof for meetings, seminars, training classes, or other uses, with rates to be commiserate with published rates provided by OVG, including Owner's responsibility for all expenses (such as the cost of food and beverage, ushers or guards, ticket takers, set-up and take-down personnel, security expenses, and other expenses) in connection with such use, and the parties agree to follow all relevant booking procedures for such use as set forth in the Operations Manual. In the unlikely event of a city-wide emergency, Owner shall have the right to use the Facility or any part thereof as an emergency shelter or other emergency purposes. If OVG must cancel any event due to Owner's use of the Facility or any part thereof pursuant to this paragraph, Owner shall reimburse OVG for **(i)** any direct expense, including but not limited to, the loss of actual contractual rental of any event canceled due to such emergency use; and **(ii)** any actual out-of-pocket expenses incurred by OVG and caused by such emergency use, including but not limited to clean-up costs and food costs. All such reimbursements shall be limited to those expenses related to that portion or portions of the Facility actually used by Owner for emergency purposes.

Section 5.5 Food and Beverage Areas. Immediately following the Effective Date, Owner shall, at no cost to OVG, provide for use by OVG a turnkey operation for the provision of Food and Beverage Services, equipped with equipment, smallwares, and other tools of the trade reasonably required by OVG to provide the Food and Beverage Services at the level required by this Agreement. Owner and OVG shall work together in good faith immediately upon the Effective Date to determine what, if any, additional equipment is needed for OVG to provide the Food and Beverage Services. OVG shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facility, together with the improvements, equipment, and personal property upon or within such areas, for the purpose of providing the Food and Beverage Services (and providing other duties required of OVG hereunder).

ARTICLE 6 PERSONNEL

Section 6.1 Generally. All Facility staff and other personnel shall be engaged or hired by OVG, and shall be employees, agents, or independent contractors of OVG (or an Affiliate thereof) and not of Owner. OVG shall select, in its sole discretion but subject to Owner's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its

employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. OVG agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. OVG shall recruit and develop a customer friendly, service-oriented, and well-trained labor workforce. Owner specifically agrees that OVG shall be entitled to pay its employees, as an Operating Expense, bonuses, and benefits in accordance with OVG's then current employee manual, which may be modified by OVG from time to time, provided that OVG has obtained Owner's prior written consent regarding the establishment of such wages and/or bonuses. A copy of OVG's current employee manual shall be provided to Owner upon request. To the extent applicable, Owner shall pay all accrued but unused vacation time to its employees whose employment with Owner is terminating and whose employment with OVG is commencing.

Section 6.2 General Manager. Personnel engaged by OVG will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facility. Hiring of the General Manager by OVG shall require the prior approval of Owner, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, OVG may, upon notice to Owner, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining Owner's approval. The General Manager will have general supervisory responsibility for OVG and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither Owner nor any of its Affiliates shall solicit for employment any of OVG's Management-Level Employees. In addition to the foregoing, during the Term and for a period of one (1) year after the end of the Term, neither Owner nor any of its Affiliates shall hire for employment the General Manager or Executive Chef (or equivalent positions with different titles). Owner acknowledges that OVG will spend a considerable amount of time identifying, hiring, and training individuals to work in such positions, and that OVG will suffer substantial damages, the exact amount of which would be difficult to quantify, if Owner 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 Owner, OVG shall be entitled (in addition to any other rights and remedies which OVG may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain Owner from continuing such breach, without the necessity of posting a bond.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of Operating Budget. Attached hereto as Exhibit C is the Operating Budget for the Stub Operating Year and first Operating Year, which Operating Budgets are hereby approved by both OVG and Owner. OVG agrees that at least 90 days prior to the commencement of each subsequent Operating Year, in respect of such year, it will prepare and submit to Owner its proposed Operating Budget for such year. Each annual Operating Budget shall include OVG's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. Owner agrees to provide OVG with all information in its possession necessary to enable OVG to prepare each Operating Budget. Notwithstanding the foregoing, Owner shall have no duty to provide any information which is subject to confidentiality agreements with third parties, which constitutes confidential or proprietary information or trade secrets, or which is prohibited from disclosure by any applicable Laws, but shall be solely responsible to the extent such information has a material

impact on any applicable Operating Budget (*i.e.*, if withholding such information has prevented OVG from reasonably foreseeing an expense, such expense shall be borne by Owner directly).

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of Owner, which approval shall not be unreasonably withheld or delayed. In order for Owner to fully evaluate and analyze such budgets or any other request by OVG relating to income and expenses, OVG agrees to provide to Owner such reasonable financial information relating to the Facility as may be requested by Owner 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, OVG may submit an amendment to such budget for review and approval by Owner (which approval shall not be unreasonably withheld or delayed). If Owner fails to approve any annual Operating Budget (or any proposed amendment thereto), Owner shall promptly provide OVG the specific reasons therefor and its suggested modifications to OVG's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties. For the avoidance of doubt, any modified or amended Operating Budget is subject to final approval of Owner.

Section 7.3 Adherence to Operating Budget. OVG shall use all reasonable efforts to manage and operate the Facility in accordance with the Operating Budget. However, Owner acknowledges that notwithstanding OVG's experience and expertise in relation to the operation of facilities similar to the Facility, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic, and other conditions and circumstances beyond OVG's control, and that OVG shall have no liability if the numbers within the Operating Budget are not achieved. OVG agrees to notify Owner within 30 days of any significant change or variance in the bottom-line number in the Operating Budget (defined as a variance of 20% or more), and any material increase in total Facility expenses from that provided for in the Operating Budget. In either such case and if requested by Owner, OVG agrees to work with Owner to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

ARTICLE 8 PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. To the extent the Facility hosts a ticketed event and collects advance ticket sale revenue and/or admissions tax, OVG shall deposit as soon as practicable following receipt, in the Event Account all revenue received from ticket sales and similar event-related revenues which OVG receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, Owner, and OVG, to provide a source of funds as required for payments to performers 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, OVG shall transfer all funds remaining in the Event Account from such event, including interest accrued thereon, into the Operating Account. Bank service charges, if any, on such Event Account shall be deducted from interest earned before utilizing other funds in such Event Account.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facility shall be deposited by OVG 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 Operations Manual, but the parties specifically agree that OVG shall have authority to sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of an Owner employee or representative.

Section 8.3 Internal Controls. Owner shall have the right to conduct an annual review of OVG's internal controls and procedures related thereto. Such review may be conducted by Owner or Owner's third-party designee, as determined by Owner. Owner shall provide reasonable advance notice to OVG of the timing of any such review and shall work with OVG to minimize the impact of each such review on OVG's operations.

ARTICLE 9 FUNDING

Section 9.1 Source of Funding. OVG shall pay all items of expense for the operation, maintenance, supervision, and management of the Facility from the funds in the Operating Account, which OVG may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 8 above), or otherwise made available by Owner. To ensure sufficient funds are available in the Operating Account, Owner will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the month beginning on the Effective Date. Owner shall thereafter, on or before the first day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month. OVG shall have no liability to Owner or any third party in the event OVG 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 OVG to pay such expenses in a timely manner. For all funds in the Operating Account except those reserved for budgeted or otherwise approved expenses, Owner shall have absolute discretion regarding whether such funds remain in the Operating Account or are withdrawn by Owner, and Owner shall have no obligation to utilize any such funds for any particular purpose.

Section 9.2 Advancement of Funds. Under no circumstances shall OVG 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, OVG agrees to advance its own funds to pay Operating Expenses, Owner shall promptly reimburse OVG for the full amount of such advanced funds, plus interest at a rate to be mutually agreed.

ARTICLE 10 FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. OVG agrees to keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility, including all related contracts and supporting documentation. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of OVG under this Agreement. Owner or its authorized agent shall have the right to audit, inspect, and obtain copies (whether paper, electronic, or both) of such records from time to time during the Term and for 3 years following the termination or

expiration of this Agreement, upon reasonable notice to OVG and during OVG's ordinary business hours. OVG agrees to maintain such records, including all related contracts and supporting documentation, for a period of at least 3 years following the termination or expiration of this Agreement.

Section 10.2 Monthly Financial Reports. OVG agrees to provide to Owner, within 30 days after the end of each month during the Term, financial reports for the Facility including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles, provided however the first financial statement OVG shall provide shall be within 30 days following the second month of the Term, and shall cover the first 2 months of the Term. In addition, starting with the second month of the Term, OVG agrees to provide Owner a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facility during such month. Additionally, OVG shall submit to Owner, or shall cause the applicable public depository utilized by OVG to submit to Owner, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. OVG agrees to provide to Owner, within 120 days following the end of each Operating Year, a certified audit report on the accounts and records as kept by OVG for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facility. Such audit shall be performed by an external auditor approved by Owner and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 11

CAPITAL IMPROVEMENTS; OVG CONTRIBUTION

Section 11.1 Schedule of Capital Expenditures. OVG shall annually, at the time of submission of the annual Operating Budget to Owner, provide to Owner a schedule of proposed capital improvements to be made at the Facility, for the purpose of allowing Owner to consider such projects and to prepare and update a long-range Capital Expenditure budget.

Section 11.2 Responsibility for Capital Expenditures. Owner shall be solely responsible for all Capital Expenditures at the Facility; provided, however, Owner shall be under no obligation to make any Capital Expenditures proposed by OVG, and provided further that OVG shall have no liability for any claims, costs, or damages arising out of a failure by Owner to make any Capital Expenditures. Notwithstanding the foregoing, OVG shall have the right (but not the obligation), upon notice to Owner, to make Capital Expenditures at the Facility for Emergency Repairs. In such event, Owner shall reimburse OVG for the cost of such Emergency Repair/Capital Expenditure within 30 days of Owner's receipt of the invoice and other supporting documentation (as may be reasonably requested by Owner) from OVG. The Owner shall reimburse OVG for the full amount of the repair for repairs over \$5,000 and under \$50,000. Any repair, whether an Emergency Repair or otherwise, which exceeds or is reasonably anticipated to exceed \$50,000 must be approved by Owner, which approval shall not be unreasonably withheld or delayed.

Section 11.3 OVG Contribution. OVG shall make a capital contribution of \$300,000 (the "**Investment**") at the Facility for event business fund, leasehold improvements, and/or capital equipment dedicated to the Facility or other revenue generating initiatives, as mutually agreed by Owner and OVG. If applicable, the location for any improvements or installation of equipment shall be mutually agreed in advance. The Investment shall be made during the first Operating Year and once identified, the specific

equipment and other related tangible personal property to be purchased with the Investment shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. Any portion of the Investment which, during the first Operating Year, is not (i) identified for the purchase of specific equipment or other related tangible personal property or (ii) otherwise designated pursuant to this Section 11.3, shall be deposited into an event business fund account, to be used as provided in this Section 11.3, and the balance thereof, if any, shall carry over from year to year. All equipment, improvements, and other items purchased with the Investment, including any replacements or substitutions thereof, shall be owned by OVG until payment of the Buyout Amount (as described below), and Owner agrees to execute such documents as OVG shall reasonably request evidencing OVG's ownership interest in such improvements and equipment, including financing statements. For the sake of clarity, nothing in this paragraph shall be construed as requiring OVG to replace any equipment or other personal property at its own cost.

Section 11.4 Buyout Amount. The Investment shall be amortized on a straight-line basis over a ten-year period (at the rate of 1/120 per month), commencing on the Effective Date. Within 5 days of the expiration or early termination of this Agreement (for any reason whatsoever, including without limitation if due to a breach, default, or bankruptcy event by or affecting OVG, or if the parties do not mutually agree to the Renewal Term), Owner shall immediately pay to OVG the unamortized amount of the Investment (the "**Buyout Amount**"). In the event that Owner fails to pay OVG the Buyout Amount when due, the Buyout Amount shall accrue interest at the rate of 6% per annum, or the highest rate permitted by law, whichever is less.

Section 11.5 Title to Improvements and Investments. Owner covenants and agrees not to permit any liens or encumbrances to attach to the leasehold improvements and equipment purchased with the Investment, and hereby waives any right to attach any claim, lien, or attachment to such improvements or equipment. Once the Investment is fully amortized or the Buyout Amount is paid in full to OVG, title to the equipment and improvements purchased with the Investment will become vested in Owner, and OVG agrees to execute all necessary documents to evidence same. The rights of OVG set forth in this Section shall be in addition to any other rights of OVG at law or in equity.

ARTICLE 12

FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 12.1 Existing Contracts. Owner shall use its best efforts to provide to OVG, on or before the Commencement Date, copies of all Existing Contracts, a list of which will be attached to this Agreement as Exhibit D; provided that to the extent Owner does not provide any Existing Contract, OVG shall not be required to administer or otherwise comply with such Existing Contract and shall be relieved of any liability relating thereto. Except as provided for in the preceding sentence, OVG shall administer and assure compliance with such Existing Contracts.

Section 12.2 Execution of Contracts. OVG shall have the right to enter into Service Contracts, Revenue Generating Contracts, Commercial Rights Contracts, and other contracts related to the operation of the Facility, as agent on behalf of Owner and subject to the terms of this Agreement; provided all Commercial Rights Contracts involving Naming Rights shall be subject to the prior written approval of Owner, in Owner's sole and absolute discretion. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee, or service provider, as is customary for the type of services or obligations being provided or performed by such parties. OVG shall obtain the prior written (email shall be sufficient) approval of Owner before entering into any contract

with a term that expires after the Term of this Agreement, unless such contract, by its express terms, can be terminated by OVG or Owner following expiration of the Term without any penalty.

Section 12.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation, the Food and Beverage Services, ticketing services, Commercial Rights Services, web design and graphic design services) OVG may purchase or procure such services, or otherwise transact business with, an Affiliate of OVG, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. OVG shall, at the request of Owner, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facility. Prior to entering into any transaction subject to this Section 12.3, OVG shall obtain the written consent of Owner, which shall not be unreasonably withheld or delayed.

ARTICLE 13 AGREEMENT MONITORING

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. OVG's contract administrator shall be its General Manager at the Facility, unless OVG notifies Owner of a substitute contract administrator in writing. Owner shall notify OVG of the name of its contract administrator within 30 days of execution hereof. Any and all references in this Agreement requiring OVG or Owner participation or approval shall mean the participation or approval of such party's contract administrator.

Section 13.2 Monthly Meetings and Inspections. OVG, Owner's contract administrator, and other appropriate personnel, as determined by the parties, will meet monthly on topics including but not limited to financials and forecasting, sales and marketing, promotions, event mix, repairs and maintenance, anticipated changes in management, satisfaction surveys, and performance metrics. During the Stub Operating Year and first Operating Year, OVG shall provide Owner with a written monthly operational report of the Facility; provided that the parties may mutually agree to a different cadence of such reports thereafter, as mutually agreed. The Owner's contract administrator or designee may enter the Facility at all reasonable times the Facility is open for the purposes of determining whether the terms and conditions of this Agreement are being fully and faithfully observed and performed. The Owner's contract administrator or designee may conduct periodic inspections of the Facility at any time, whether with or without advanced notice to OVG.

Section 13.3 Rates, Fees, and Discounts. OVG shall allow Owner to review and approve all rates, rate cards, published fees, and general discounting policies as set forth in the Operations Manual. Owner's approval shall not be unreasonably withheld or delayed.

Section 13.4 Annual Report and Presentation to Council. OVG shall present an annual report and presentation to Owner's City Council following the completion of each Operating Year. The parties anticipate such report and presentation to occur in August of each year during which this Agreement is in effect.

ARTICLE 14 INDEMNIFICATION

Section 14.1 Indemnification by OVG. OVG agrees to defend, indemnify, and hold harmless Owner and its officials, directors, officers, employees, agents, successors, and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively, "**Losses**") suffered by such parties and caused by any **(a)** negligent or reckless act or omission, intentional misconduct, or failure to comply with Laws attributable to OVG or any of its employees, agents, or subcontractors in the performance of its obligations under this Agreement, or **(b)** breach by OVG of any of its representations, covenants, warranties, or agreements made herein.

Section 14.2 Indemnification by Owner. Owner agrees to defend, indemnify, and hold harmless OVG (including its parent, subsidiary, and affiliate companies) and each of their respective directors, officers, employees, agents, successors, and assigns against any Losses suffered by such parties and caused by any **(a)** negligent or reckless act or omission, intentional misconduct, or failure to comply with Laws attributable to Owner or any of its employees or agents in the performance of its obligations under this Agreement, **(b)** breach by Owner of any of its representations, covenants, warranties, or agreements made herein, **(c)** any environmental condition at the Facility or under the premises on which the Facility is located (including structural or construction defects (latent or patent), not solely caused by OVG, its employees, or agents, or **(d)** withdrawal liability for a share unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974).

Section 14.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("**Indemnitee**") who 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, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that **(a)** the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; **(b)** the Indemnitee 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 Indemnitee hereunder in connection therewith; and **(c)** neither Indemnitor nor Indemnitee 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 Indemnitee 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 to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 14.4 Survival. The obligations of the parties contained in this Article 14 shall survive the termination or expiration of this Agreement.

Section 14.5 Legal Costs. Notwithstanding the other provisions of this Agreement, if legal costs are being incurred by OVG or Owner for a third party claim in respect of which Owner is claiming indemnity from OVG, such legal costs will be considered an Operating Expense unless and until liability of OVG pursuant to this Agreement is conclusively established by a court of competent jurisdiction with respect to the underlying claim on which OVG's obligation to indemnify is based, or as otherwise agreed by the parties in connection with the settlement of any claim. In the event that the liability of OVG is so conclusively determined, then such legal costs shall be considered costs of OVG (and not Operating

Expenses) and covered by the indemnity given by OVG to Owner hereunder and the parties shall adjust between them in respect of such legal costs.

ARTICLE 15 INSURANCE

Section 15.1 Types and Amount of Coverage. OVG agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit E, attached hereto, and shall provide to Owner promptly following the Effective Date a certificate or certificates of insurance evidencing such coverage. OVG 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 Owner. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by Owner's Chief Financial Officer. Each certificate shall include a statement under Description of Operations as to why the certificate was issued.

Section 15.2 Additional Terms; Third Parties. All insurance policies shall comply with all additional terms listed on Exhibit E, attached hereto. OVG shall require that all third-party users of the Facility, including without limitation third-party licensees and/or vendors, to provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If OVG subcontracts any of its obligations under this Agreement, OVG shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name OVG and Owner as additional insureds.

ARTICLE 16 REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 16.1 OVG Representations and Warranties. OVG hereby represents, warrants, and covenants to Owner 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 OVG 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 OVG and constitutes a valid and binding obligation of OVG, 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;

(c) that OVG will comply with all Laws applicable to its management of the Facility, provided that OVG shall not be required to undertake any compliance activity, nor shall OVG have any liability under this Agreement therefor if such activity requires any Capital Expenditure or funding of an Operating Expense that is not funded by Owner;

(d) that OVG shall, to the best of its knowledge and belief, comply with all applicable provisions of the Americans with Disabilities Act, all applicable amendments thereto, and all applicable federal regulations promulgated thereunder (collectively, the "ADA");

(e) that, to the best of its knowledge and belief, all programs, policies, and alterations of any type initiated by OVG shall comply with the 2010 Standards for Accessible Design, the ADA Title II regulation, Section 504 of the 1973 Rehabilitation Act, all applicable amendments thereto, and all similar statutes and regulations prohibiting discrimination on the basis of disability;

(f) that OVG shall, to the best of its knowledge and belief, ensure that its websites and all online services, including those websites or online services provided by third parties upon which OVG relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines – WCAG 2.1 AA;

(g) that, to the best of its knowledge and belief, no relationship exists or will exist, during the Term hereof, between OVG and Owner that is a conflict of interest. The provisions of Iowa Code Chapter 68B (Government Ethics and Lobbying Act) shall apply to this Agreement. Accordingly, OVG shall promptly report any potential conflicts of interest to Owner;

(h) that OVG has not employed any person to solicit or procure this Agreement. OVG has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive procurement in connection with this Agreement;

(i) that, to the best of its knowledge and belief, all the materials and services produced or provided to Owner pursuant to the terms of this Agreement shall be wholly original with OVG or that OVG has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such materials and services. OVG represents and warrants, to the best of its knowledge and belief, that said materials and services, and Owner's use of the same, in accordance with this Agreement, and the exercise by Owner of the rights granted to it by this Agreement, in accordance with this Agreement, will not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. OVG further represents and warrants, to the best of its knowledge and belief, that said materials and services do not infringe upon the copyright, trademark, trade name, trade dress, patent, statutory or common law, or any other rights of any person, firm, corporation, or other entity.

Section 16.2 Owner Representations, Warranties and Covenants. Owner represents, warrants, and covenants to OVG 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 Owner 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 Owner and constitutes a valid and binding obligation of Owner, 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.

(c) that the Facility is, as of the Effective Date and to the best of Owner's knowledge and belief, in compliance in all respects with all applicable Laws relating to the construction, use, and operation of the Facility (including, without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facility.

(d) that to the best of its knowledge and belief, that any materials provided by or modified by Owner hereunder, do not infringe upon the copyright, trademark, trade name, trade dress, patent, statutory or common law, or any other rights of any person, firm, corporation, or other entity.

(e) that as of the Commencement Date, OVG shall have the full exclusive rights to the Facility as set forth herein, and no third party shall retain any rights to, or control of, the Facility or in connection with the exclusive services being provided by OVG hereunder.

ARTICLE 17 FEDERAL TAX REQUIREMENTS

Section 17.1 Compliance with Federal Tax Requirements. OVG understands that all or a portion of the Facility has been or may be financed on a tax-exempt basis (such financing, the “**Bonds**”) and, as a result, Owner 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 Facility by OVG, and any other nongovernmental user of all or a portion of the Facility. OVG agrees to cooperate with Owner in complying with the requirements of the Code with respect to private business use of property financed with the Bonds at the Facility. Without limiting the generality of the foregoing, OVG agrees that the compensation hereunder does not and is not intended to provide OVG a share of the net profits of the Facility and agrees to cooperate with Owner in maintaining the safe harbor conditions provided in Revenue Procedure 2017-13 (as modified, amplified and/or superseded, the “**Rev. Proc.**”) regarding qualified management contracts, and acknowledges that, as of the Effective Date, the Rev. Proc. includes the following safe harbor conditions, among others, that must be satisfied to ensure that the Bonds will maintain their tax-exempt status:

- (a) OVG and any other third-party manager shall agree that it is not entitled to and shall not take a tax position with respect to the Facility or any management agreement that is inconsistent with being a service provider to Owner that provides services at the Facility, including, without limitation, taking any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Facility.
- (b) In connection with OVG or any other third-party manager’s services at the Facility and as described in the Rev. Proc., Owner approval is required for: **(i)** the annual budget of the Facility; **(ii)** each disposition of any portion of the Facility, **(iii)** rates charged for the use of all or any portion of the Facility, and **(iv)** and the general nature and type of use of the Facility by OVG.
- (c) Owner bears risk of all loss, including casualty loss of the Facility.
- (d) Neither OVG nor any other third-party manager shall have any role or relationship with Owner that, in effect, substantially limits Owner’s ability to exercise its rights under any management agreement.

OVG agrees to cooperate in good faith with Owner in order to ensure that this Agreement and OVG’s services hereunder comply the requirements of the Code with respect to private business use of property financed with the Bonds at the Facility, including but not limited to, maintaining the safe harbor conditions provided in the Rev. Proc (collectively, the “**Private Use Requirements**”). If Owner reasonably determines that the Commercial Rights Services or any other of OVG’s services or actions hereunder violate the Private Use Requirements, OVG shall reasonably cooperate (without expenditure of material funds) to cease such services or actions following notice thereof from Owner. If following a good faith negotiation period of not less than 90 days (the “**Negotiation Period**”), Owner continues to reasonably determine that OVG’s services or actions hereunder violate the Private Use Requirements notwithstanding OVG’s

reasonable cooperation efforts, Owner may terminate this Agreement in its sole discretion and without penalty for a period of 60 days following the end of the Negotiation Period. If Owner does not terminate this Agreement during such 60-day period, such termination right shall expire.

If Owner 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. OVG agrees to negotiate in good faith with Owner to amend this Agreement from time to time (each, 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 Facility 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 (without requiring a partial redemption or other remedial action with respect to the Bonds), 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 Owner 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 60 days following the end of the Negotiation Period. If neither party terminates this Agreement during such 60-day period, such termination right shall expire.

Section 17.3 Remedies. Owner acknowledges and agrees that OVG 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 Owner’s good-faith, reasonable determinations as to such matters. As such, OVG shall bear no responsibility with respect to maintaining the tax-exempt status of the Bonds, under no circumstances shall OVG be liable for any failure by Owner to maintain the tax-exempt status of the Bonds, notwithstanding anything to the contrary in this Agreement (including in connection with OVG’s indemnification obligations set forth in Section 14), and Owner’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 PCI Compliance. The parties agree to comply with all current and future Payment Card Industry Data Security Standards (“**PCI Standards**”) and guidelines that may be published from time to time by Visa, MasterCard, or other associations as they relate to the storage of payment card data. For PCI Standards compliance purposes, the Facility shall include a segmented network, an appropriate number of wired data connections to the Internet for point-of-sale devices (“**POS**”) to be used by OVG and any contractors at the Facility. If Owner provides such network, Owner shall be responsible for the security of its network, including, without limitation, applicable PCI Standards compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. Notwithstanding the foregoing, if provided for in the Investment by OVG, OVG shall be responsible for procuring and installing POS payment systems that are compliant with the latest PCI Standards and in such case OVG shall be responsible for the PCI Standards compliance of its POS systems

it provides. If at any time either party determines that data covered by PCI Standards has been compromised, such party will notify the other without undue delay and provide reasonable assistance in providing notification to the proper parties as deemed necessary.

Section 18.2 No Discrimination. OVG agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, creed, sexual orientation, gender identity, gender expression, pregnancy, 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, disability, national origin, ancestry, physical handicap, creed, sexual orientation, gender identity, gender expression, pregnancy, marital status, familial status, genetic information, age, status with regard to public assistance, status as a veteran, or any other classification protected by Laws, except where age or sex is an essential, bona fide occupation requirement, or where disability is a bona fide occupational disqualification or as otherwise permitted by Laws. Such action shall include, but not be limited to the following: (a) employment, (b) upgrading, (c) demotion or transfer, (d) recruitment or advertising, (e) layoff or termination, (f) rate of pay or other forms of compensation, and (g) selection for training, including apprenticeship. OVG will use commercially reasonable efforts to include the provisions of these nondiscrimination clauses in any applicable Service Contracts, unless exempt by the rules, regulations, or orders of Owner or where such terms would be inappropriate or inapplicable.

Section 18.3 Use of Facility Names and Logos. OVG shall have the right to use throughout the Term (and permit others to use in furtherance of OVG's obligations hereunder), for no charge, the name and all logos of the Facility, on OVG's stationary, in its advertising of the Facility, and whenever conducting business of the Facility; provided, that OVG shall take all prudent and appropriate measures to protect the intellectual property rights of Owner relating to such logos. All intellectual property rights in any Facility logos developed by OVG or Owner shall be and at all times remain the sole and exclusive property of Owner. OVG agrees to execute any documentation requested by Owner from time to time to establish, protect, or convey any such intellectual property rights.

Section 18.4 Facility Advertisements. Owner agrees that in all advertisements placed by Owner for the Facility or events at the Facility, whether such advertisements are in print, on radio, television, the internet, or otherwise, it shall include a designation that the Facility is "Managed by OVG360".

Section 18.5 Force Majeure; Casualty Loss.

(a) A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claims for damages, if and to the extent such delay or failure is caused by an Event of Force Majeure. Provided, however, that the party who is delayed or prevented from performing by an Event of Force Majeure shall, within a period not to exceed 14 (fourteen) days after the occurrence or detection of any such event, give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay and shall remedy such cause as soon as reasonably possible, or as mutually agreed between the parties. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facility by reason of fire, storm, or other casualty loss that renders the Facility (or a material portion thereof)

untenantable, Owner shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenable for a period estimated by an architect selected by Owner at OVG'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 (i) Owner shall pay to OVG its costs of withdrawing from services hereunder, as described in Section 4 above, and (ii) in the event the Facility once again becomes tenable at any time during the Term, this Agreement shall, at the option of OVG, once again become effective and OVG shall manage and operate the Facility under the terms hereof, except that the Term shall be extended for a period of time in which the Facility was untenable.

Section 18.6 Assignment; Binding on Successors and Assigns. 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, merger, or other business combination involving all or substantially all of its assets or equity interests; provided, however, that Owner shall have the right to reasonably evaluate the experience, qualifications, and financial standing of the proposed assignee and make reasonable objection thereto. The Owner shall notify OVG in writing of any objection to the proposed assignment (with reasonable specificity as to the nature of, and reason for, each such objection) within 10 days after OVG has notified Owner in writing of a proposed assignment. Owner's consent to the assignment shall be presumed unless it has timely notified OVG of its objection(s) as provided herein. If Owner so objects, and Owner's objections have not been resolved to Owner's satisfaction, then OVG may proceed with the assignment only if OVG agrees in writing to remain liable to Owner under this Agreement for the performance of the duties of OVG hereunder, notwithstanding the assignment. Notwithstanding the foregoing, OVG may, without the necessity of obtaining Owner's prior written consent, assign this Agreement to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of OVG as opposed to materially or substantially altering the method of delivery of services to Owner or the kind or quality of the same. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

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, four (4) 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 Owner:

City Manager's Office
City Hall
50 W 13th Street
Dubuque, IA 52001
Attn: City Manager

With a copy to:

City Attorney's Office

If to OVG:

OVG360
150 Rouse Blvd.
Philadelphia, PA 19112
Attn: Chief Operating Officer

With a copy to:

OVG360

300 Main Street, Suite 330
Dubuque, IA 52001
Attn: City Attorney
Email: cityattorney@cityofdubuque.org

150 Rouse Blvd.
Philadelphia, Pennsylvania 19112
Attn: General Counsel
Email: OVG360Legal@oakviewgroup.com

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 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 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces 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 18.9 Disputes; Governing Law; Venue. The parties agree to act immediately to resolve any dispute arising with respect to this Agreement. Time is of the essence in the resolution of disputes. OVG agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement which are not affected by the dispute; Owner agrees that it shall continue to make payment for all services performed as outlined in this Agreement. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Iowa without regard to its conflict of laws principles. Venue for any action arising out of this Agreement shall be in the Iowa District Court for Dubuque County, Iowa or the Federal District Court for the Northern District of Iowa, Eastern Division, and the parties hereby irrevocably consent to the jurisdiction of such courts.

Section 18.10 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 18.11 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. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 18.12 Relationship of Parties. OVG and Owner acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or similar relationship between Owner and OVG. In operating the Facility, entering into contracts, accepting reservations for use of the

Facility, and conducting financial transactions for the Facility, OVG acts on behalf of and as agent for Owner (but subject to the limitations on OVG's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.13 No Third Party Beneficiaries. Other than the indemnitees listed in Sections 14.1 and 14.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.14 Attorneys' Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable outside attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18.15 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability, or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by OVG for the management fees described herein upon a breach or default of this Agreement by Owner.

Section 18.16 Counterparts; Facsimile and Electronic Signatures. 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. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Section 18.17 Currency. All prices and financial terms referenced herein are intended to be in U.S. dollars, and shall remain in U.S. dollars despite any exchange rate.

Section 18.18 Regulatory Agency Compliance. OVG shall in connection with its performance under this Agreement, materially comply, to the best of its knowledge, with applicable laws and regulations set forth by regulatory agencies is required. These agencies include but are not limited to, OSHA (the Occupational Safety and Health Administration), EPA (the Environmental Protection Agency), ICC (the Interstate Commerce Commission, DNR (the Department of Natural Resources), and DOT (the Department of Transportation), including all similar state and federal agencies.

Section 18.19 Suspensions and Debarment. OVG further certifies that it is not presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in any contract with Owner or the State of Iowa. OVG shall ensure that all subcontractors utilized by OVG for any service or product referenced in this Agreement make a similar representation to those contained in the provisions of this paragraph.

Section 18.20 Tax Exemptions. Owner is exempt from sales tax and certain use taxes, and if requested by OVG shall provide substantiation of such exemption. Any charges for taxes for which Owner is exempt will be deducted from invoices before payment is made.

Section 18.21 Number, Gender, Captions, and Headings. All words and phrases contained herein, including acknowledgements hereof, shall be construed as the singular or plural number, and as masculine, feminine, or neuter gender according to the contexts. The captions and section headings are for convenience only and shall not be used in the interpretation or enforcement of any provision of this Agreement.

Section 18.22 No Inference Against Drafter. Each party hereto acknowledges that this Agreement was negotiated by the parties, each represented by counsel and each having participated in the drafting of this Agreement. Therefore, no inference, presumption, or burden of proof shall arise favoring any party by virtue of the authorship of any provision of this Agreement.

ACCEPTED AND AGREED as of the Effective Date:

THE CITY OF DUBUQUE, IA

GLOBAL SPECTRUM, L.P. d/b/a OVG360

By: Global Spectrum, LLC, its general partner

By: _____

By: _____

Name:

Name: Brian Rothenberg

Its:

Its: President

SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER OVG'S MANAGEMENT

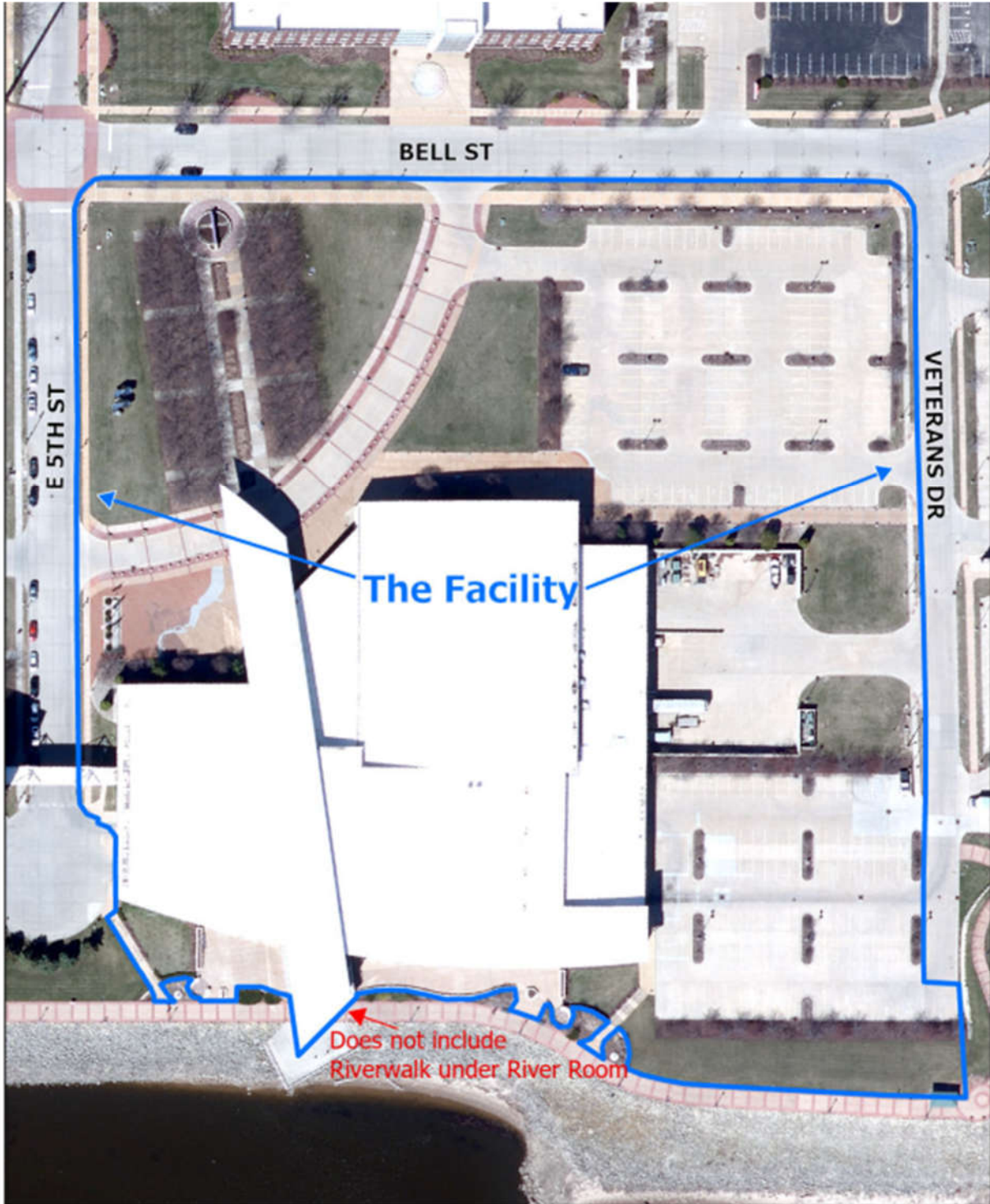


EXHIBIT A-1

OVG MANAGEMENT DUTIES

OVG's management obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facility in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, groundskeeping, promotions, advertising, energy conservation, security, box office, admission procedures, parking, and general user services in a cost efficient, high quality, and efficient manner that meets the highest industry standard.

(b) Establish and adjust prices, rates, and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. OVG may deviate from the established rate schedule when entering into any such agreements if determined by OVG, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer, and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facility.

(d) Require that all material vendors and licensees of the Facility execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facility. OVG shall submit such form agreements to Owner for review and comment, and the parties shall work together to finalize such forms. Once finalized, OVG shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior written approval of Owner (which shall not be unreasonably withheld or delayed). OVG's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facility through exercise of the commercially reasonable standards of maintenance and preservation, subject to approved Operating Budgets, 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 excepted.

(g) Arrange for and otherwise book events at the Facility in accordance with a booking schedule to be developed by OVG.

(h) Upon reasonable request, allow Travel Dubuque real time-access to information, such as the booking and events calendar (including date holds) and customer relationship components.

(i) Hire or otherwise engage, pay, supervise, and direct all personnel OVG deems necessary for the operation of the Facility in accordance with Article 6 of the Agreement, and conduct staff planning, retention, and training programs as determined to be necessary by OVG in its sole discretion.

(j) Maintain detailed, accurate, and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to Owner upon request, in accordance with Section 10.1 of the Agreement.

(k) Submit to Owner in a timely manner financial and other reports detailing OVG's activities in connection with the Facility, as set forth in Section 10.2 of the Agreement.

(l) Prepare a proposed annual Operating Budget and submit such proposed budget to Owner, both in accordance with Article 7 of the Agreement.

(m) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision, and management of the Facility from the Operating Account or with funds otherwise made available by Owner.

(n) Secure, or assist Owner (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facility for the specific events to be held therein, and for the general occupancy of the Facility, including without limitation all necessary food and liquor licenses, and renewals thereof. Owner shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(o) Collect, deposit, and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(p) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(q) Subject to Owner making available sufficient funds in a timely manner, pay all Taxes.

(r) Plan, prepare, implement, coordinate, and supervise all public relations and other promotional programs for the Facility.

(s) Prepare, maintain, and implement on a regular basis, subject to Owner's yearly approval, a Marketing Plan for the Facility.

(t) Develop and establish open, clear, and responsive reporting systems with the Owner, utilizing measurable and reported performance metrics. Metrics will be established in the first six (6) months of the Commencement Date and reviewed and updated on a yearly basis.

(u) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools, and vehicles at the Facility, and deliver a written report of the foregoing to Owner. OVG shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by OVG, and OVG shall promptly notify Owner of any such damage or loss.

(v) Purchase, on behalf of Owner and with Owner funds, and maintain during the Term, all materials, tools, machinery, equipment, and supplies necessary for the operation of the Facility.

(w) As agent for Owner, manage risk management and Facility insurance needs, as more fully described in Article 15 of the Agreement.

(x) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. OVG 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, replaced, or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by Owner, shall be deemed the property of Owner, including any item paid for with funds from the Operating Account.

(y) Cause such other acts and things to be done with respect to the Facility, as determined by OVG in its reasonable discretion, to be necessary for the management and operation of the Facility following the Commencement Date.

EXHIBIT A-2
OVG FOOD AND BEVERAGE SERVICES

OVG will provide high quality food and beverage services. OVG's food and beverage obligations under the Agreement shall consist of the following, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

- (a) Develop and implement all necessary policies and procedures for the food and beverage operations;
- (b) Engage and oversee employees necessary to perform the Food and Beverage Services;
- (c) Manage the Food and Beverage Services in compliance with and subject to all federal, state, and local laws, ordinances, and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);
- (d) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Services;
- (e) Keep the food and beverage facilities and equipment neat, clean, and in a sanitary condition;
- (f) Undertake appropriate advertising, marketing, and promotion of the food and beverage offerings at the Facility;
- (g) Develop menus, portions, brands, prices, themes, and marketing approaches. OVG (or the third party concessionaire, as applicable) shall be entitled to set the prices for such items for sale;
- (h) Order, stock, prepare, pay for (as an Operating Expense), and sell appropriate foods and beverages; and
- (i) Obtain and maintain all licenses and permits necessary for the operation of the Food and Beverage Services, including those required for the on-premise sale of alcoholic beverages. Owner shall offer reasonable assistance to OVG in obtaining and maintaining such licenses and permits. The cost of such licenses and permits (including the cost to obtain such licenses and permits, such as legal costs associated therewith) shall be Operating Expenses.

For avoidance of doubt, to the extent OVG subcontracts or otherwise assigns the foregoing Food and Beverage Services, in accordance with this Agreement, such third party (including, if applicable, any Affiliate) shall be obligated to obtain and/or maintain any license or permits required hereunder, including, without limitation, any liquor licenses required for the on-premise sale of alcoholic beverages, and Owner agrees to reasonably assist such third party in connection therewith, as directed by OVG.

EXHIBIT A-3
OVG COMMERCIAL RIGHTS SERVICES

OVG's obligations in respect of the sale of Commercial Rights under the Agreement shall consist of the following, all of which are subject to the terms hereof and the controls and restrictions of the Operations Manual.

- (a) Actively market the Commercial Rights at and with respect to the Facility, and, will regularly apprise Owner of its sales prospects and the status of any potential sales of Commercial Rights;
- (b) Develop advertising system design and consult with Facility management on proposed inventory;
- (c) Create rate cards and packages, target lists, and vendor packages, as necessary;
- (d) Develop Naming Rights and sub-Naming Rights packages/pricing, if applicable;
- (e) As requested, deliver to Owner monthly reports detailing OVG's sales of Commercial Rights.

Owner hereby agrees that at a minimum, it shall at all times during the Term, make available to OVG to market hereunder the Commercial Rights inventory described below.

Minimum Commercial Rights Inventory Available

Exhibit Hall, concession stands inside Exhibit Hall

Exhibit Lobby

Meeting Rooms (6)

Ballroom and/or Salons (4)

River Room

Plaza

Patio

Pre-function Space

Spine

EXHIBIT B
QUALITATIVE INCENTIVES

OVG shall be eligible to earn a Qualitative Incentive up to \$25,000 (\$5,000/Operational Benchmark) to reach each of the following benchmarks (each, an “**Operational Benchmark**”). The achievement of the Operational Benchmark(s) shall be determined by Owner, in its reasonable and good faith discretion based on its evaluation of OVG’s performance during each Operating Year. Notwithstanding the foregoing, OVG shall notify Owner to the extent it deems any Operational Benchmark has been achieved (as set forth below) and shall provide reasonable proof thereof. Once the parties agree in writing (email shall be sufficient) that any such Operational Benchmark has been achieved, the applicable Incentive Fee(s) for the applicable Operating Year shall become due as set forth in Section 3.2 of this Agreement and may be paid by OVG out of the Operating Account.

1. *Customer Service Surveys* – Achievement of an 80% positive response rate on surveys sent to a mutually agreed number of Facility-related parties.
2. *Stakeholder/Tenant Relationship* – Positive reviews from Travel Dubuque on surveys dealing with mutual strategy development, an increased level of collaboration, and overall spirit of cooperation as reasonably communicated by tenant/stakeholders.
3. *Repairs and Maintenance* – OVG shall demonstrate compliance with provisions of the Agreement as it relates to repair and maintenance of all FF&E based upon quarterly review and walkthrough with Owner.
4. *Community Involvement* – OVG shall demonstrate community engagement through initiatives, outreach, and other community-centric approaches.
5. *Economic Impact-Focused Sales and Marketing* – OVG shall develop a new sales and marketing approach in connection with attracting unique events and regional/national meetings and/or conventions to the Facility as well as facilitating the sale of Commercial Rights in an innovative way. OVG shall demonstrate how OVG’s management of the Facility has had positive economic impacts on Dubuque and the surrounding area, including hotel-room-night-generating activities, events with significant non-local attendance, and other relevant metrics.

EXHIBIT C
OPERATING BUDGET (STUB OPERATING YEAR AND FIRST OPERATING YEAR)

**GRAND RIVER CENTER
STUB PERIOD APRIL - JUNE 2023
INCOME STATEMENT
BUDGET PROPOSAL**

**OVG
APRIL-JUNE
STUB BUDGET
2023**

# OF EVENTS	60
ATTENDANCE	25,647

DIRECT EVENT REVENUE

RENTAL REVENUE	52,287
SERVICE REVENUE	67,165
TOTAL DIRECT EVENT REVENUE	119,452

ANCILLARY REVENUE

FOOD AND BEVERAGE REVENUE	530,736
AUDIO-VISUAL REVENUE	44,223
DECORATOR SERVICES REVENUE	6,429
TOTAL ANCILLARY REVENUE	581,388

TOTAL EVENT REVENUE 700,840

OTHER REVENUE 11,150

TOTAL GROSS REVENUE 711,990

EVENT EXPENSE

SERVICE EXPENSE	(22,101)
FOOD & BEVERAGE EXPENSE	(122,069)
AUDIO-VISUAL EXPENSE	(7,960)
DECORATOR SERVICES EXPENSE	(643)
TOTAL EVENT EXPENSE	(152,774)

TOTAL EVENT INCOME 548,066

TOTAL INCOME WITH OTHER REVENUE 559,216

INDIRECT EXPENSES

PERSONNEL EXPENSE	427,971
OTHER OPERATING EXPENSE	388,140
EXECUTIVE	55,804
FINANCE	39,998
EVENT SERVICES	46,771
SALES & MARKETING	73,883
OPERATIONS	173,274
FOOD & BEVERAGE	181,284
OVERHEAD	220,098
TRANSITION	25,000
TOTAL INDIRECT EXPENSES	816,111

NET INCOME / (SUBSIDY) (256,895)

FOOD AND BEVERAGE REVENUE 530,736

FOOD AND BEVERAGE EXPENSES 303,354

FOOD AND BEVERAGE P&L 227,382

GRAND RIVER CENTER
STUB PERIOD APRIL - JUNE 2023
INCOME STATEMENT
BUDGET PROPOSAL

	TOTAL	April	May	June
# OF EVENTS	60	19	18	23
GENERAL ATTENDANCE	25,647	5,457	9,591	10,599
TOTAL EVENT REVENUE				
RENTAL REVENUE	52,287	11,124	19,554	21,609
ELECTRICAL/UTILITIESBILLED	3,477	621	1,428	1,428
OTHER SERVICE BILLED	63,688	13,554	23,816	26,319
SERVICE REVENUE	67,165	14,175	25,244	27,747
TOTAL DIRECT EVENT REVENUE	119,452	25,299	44,798	49,356
ANCILLARY REVENUE				
Food & Beverage Revenue	530,736	112,946	198,464	219,326
Audio-Visual Revenue	44,223	9,412	16,536	18,275
Decorator Services Revenue	6,429	2,143	2,143	2,143
TOTAL ANCILLARY REVENUE	581,388	124,501	217,143	239,744
TOTAL EVENT REVENUE	700,840	149,799	261,941	289,100
OTHER REVENUE				
TOTAL OTHER REVENUE	11,150	3,717	3,717	3,717
TOTAL GROSS REVENUE	711,990	153,516	265,657	292,817
EVENT EXPENSE				
Service Expense	(22,101)	(4,754)	(8,264)	(9,084)
Food & Beverage Expense	(122,069)	(25,978)	(45,647)	(50,445)
Audio-Visual Expense	(7,960)	(1,694)	(2,976)	(3,290)
Decorator Services Expense	(643)	(214)	(214)	(214)
TOTAL EVENT EXPENSE	(152,774)	(32,640)	(57,101)	(63,033)
NET EVENT INCOME	548,066	117,160	204,839	226,067
NET INCOME W/OTH REVENUE	559,216	120,876	208,556	229,784
INDIRECT EXPENSES				
PERSONNEL EXPENSE				
SALARIES ADMINISTRATIVE	203,269	58,077	58,077	87,115
EMPLOYEE INCENTIVE	14,250	4,750	4,750	4,750
PART-TIME STAFF	71,448	18,459	25,627	27,362
Bartender Wages	16,551	3,522	6,189	6,840
Catering Wages	41,115	8,750	15,374	16,991
Kitchen Wages	24,797	5,277	9,272	10,247
F&B WAGE TAXES	6,820	1,451	2,550	2,818
PAYROLL TAXES	23,203	6,473	7,067	9,663
CONTRACT LABOR - Security/Cleaning	5,140	1,244	1,871	2,024
ALLOCATION OF LABOR TO EVENTS	(30,104)	(6,462)	(11,254)	(12,388)
EMPLOYEE BENEFITS	44,965	12,847	12,847	19,271
EMPLOYEE BENEFITS-401K CONTRIB	6,518	1,862	1,862	2,793
TOTAL PERSONNEL EXPENSE	427,971	116,251	134,233	177,487

GRAND RIVER CENTER
 STUB PERIOD APRIL - JUNE 2023
 INCOME STATEMENT
 BUDGET PROPOSAL

	TOTAL	April	May	June
OTHER OPERATING EXPENSE				
CASH OVER/SHORT	125	42	42	42
ADVERTISING	3,125	2,042	542	542
PROMOTIONS	1,125	375	375	375
BAD DEBT	2,500	-	-	2,500
ARMORED CAR	650	217	217	217
TRAVEL & ENTERTAINMENT	29,508	8,712	9,809	10,987
MEETINGS & CONVENTIONS	312	67	117	129
DUES & SUBSCRIPTIONS	3,850	250	450	3,150
GOOD & WELFARE	1,250	417	417	417
RELOCATION	20,000	6,667	6,667	6,667
RECRUITMENT	1,750	1,000	500	250
TRAINING	10	-	-	10
UNIFORMS	5,000	3,500	1,000	500
OFFICE SUPPLIES	5,000	3,500	1,000	500
POSTAGE	358	119	119	119
PRINTING	1,350	667	417	267
LICENSES, PERMITS & FEES	2,844	2,615	115	115
INSURANCE EXPENSE	7,250	2,417	2,417	2,417
INSURANCE-WORKERS COMP	6,889	2,296	2,296	2,296
CONSULTING & PROFESSIONAL FEES	15,438	7,646	7,646	146
CONS & PROF FEES - LEGAL FEES	875	292	292	292
DATA PROCESSING - PAYROLL FEES	2,500	833	833	833
DATA PROCESSING - BANK FEES	165	55	55	55
DATA PROCESSING - CREDIT CARD FEES	5,470	1,164	2,045	2,260
COMPUTER HARDWARE & SOFTWARE	9,408	3,136	3,136	3,136
COMPUTER CONTRACTS	2,343	781	781	781
COMPUTER - WEBSITE	1,500	500	500	500
CONTRACTED SERVICES	3,000	1,000	1,000	1,000
LANDSCAPING	3,300	1,100	1,100	1,100
PEST CONTROL	1,050	350	350	350
EQUIP. MAINTENANCE ANNUAL AGREEMENTS	7,500	2,500	2,500	2,500
HVAC	4,800	1,600	1,600	1,600
BUILDING SUPPLIES	6,125	2,042	2,042	2,042
BUILDING SUPPLIES- JANITORIAL	8,125	2,708	2,708	2,708
REPAIRS AND MAINTENANCE - EQUIPMENT	1,375	458	458	458
REPAIRS AND MAINTENANCE - BUILDING	36,500	12,167	12,167	12,167
EQUIPMENT RENTAL/LEASE	1,163	388	388	388
TOOLS AND EQUIPMENT	2,250	583	1,083	583
AUTOMOBILE EXPENSES	925	308	308	308
SMALLWARES & RENEWALS	11,379	4,357	4,385	2,636
DECORATIONS	250	83	83	83
LINEN & CLEANING EXPNESE	9,561	2,035	3,575	3,951
OTHER EXPENSE	1,069	356	356	356
TELEPHONE	4,305	1,435	1,435	1,435
CABLE TV	1,200	400	400	400
TRASH HAULING	2,029	434	758	837
UTILITIES - ELECTRIC	93,978	25,092	27,879	41,007
UTILITIES - GAS	1,225	664	313	248
UTILITIES - WATER/SEWER	4,541	971	1,697	1,873
MANAGEMENT FEE	37,500	12,500	12,500	12,500
INCENTIVE FEE	-	-	-	-
TOTAL OPERATING EXPENSES	388,140	130,038	124,472	133,631
TOTAL INDIRECT EXPENSES	816,111	246,289	258,705	311,117
NET INCOME	(256,895)	(125,413)	(50,149)	(81,333)

GRAND RIVER CENTER
EVENTS BUDGET
STUB PERIOD APRIL - JUNE 2023

	BANQUETS	MEETINGS	CONSUMER SHOWS	TRADE SHOWS	CONVENTIONS	SPECIAL EVENTS	Weddings / Quinceneras	SPORTING EVENTS	Miscellaneous Events	Charity / Community Events	TOTALS
NUMBER OF EVENTS	7	32	2	3	2	4	7	2	1	-	60
Number of Event Days	7	32	2	3	2	4	7	2	1	-	60
GENERAL ATTENDANCE	1,554	4,320	4,250	4,971	4,308	1,732	3,045	1,212	255	-	25,647
DIRECT EVENT REVENUE											
HALL RENTAL REVENUE	3,171	8,800	8,664	10,134	8,784	3,528	6,216	2,470	520	-	52,287
MEETING ROOM RENTAL	-	-	-	-	-	-	-	-	-	-	-
SERVICE REVENUE	3,864	10,733	10,549	14,204	12,310	4,298	7,568	3,008	633	-	67,165
DIRECT EVENT REVENUE	7,035	19,533	19,213	24,338	21,094	7,826	13,784	5,478	1,153	-	119,452
SERVICE REVENUE											
ELECTRICAL/UTILITIESBILLED	-	-	-	1,863	1,614	-	-	-	-	-	3,477
OTHER SERVICE BILLED	3,864	10,733	10,549	12,341	10,696	4,298	7,568	3,008	633	-	63,688
TOTAL SERVICE REVENUE	3,864	10,733	10,549	14,204	12,310	4,298	7,568	3,008	633	-	67,165
SERVICE REVENUE TO RENTAL REVENUE RATIO	121.9%	122.0%	121.8%	140.2%	140.1%	121.8%	121.7%	121.8%	121.7%	0.0%	128.5%
LESS SERVICE EXPENSES:											
SETUP LABOR EXPENSE	(1,266)	(3,516)	(3,458)	(4,381)	(3,797)	(1,409)	(2,481)	(986)	(207)	-	(21,501)
EQUIPMENT RENTAL EXPENSE	(600)	-	-	-	-	-	-	-	-	-	(600)
TOTAL SERVICE EXPENSES	(1,866)	(3,516)	(3,458)	(4,381)	(3,797)	(1,409)	(2,481)	(986)	(207)	-	(22,101)
NET SERVICE INCOME/(LOSS)	1,998	7,217	7,090	9,823	8,513	2,889	5,087	2,022	425	-	45,064
SERVICE REVENUE PROFIT MARGIN	51.7%	67.2%	67.2%	69.2%	69.2%	67.2%	67.2%	67.2%	67.2%	0.0%	67.1%
FOOD & BEVERAGE											
Catering Revenue:Food	25,739	71,488	70,266	82,203	71,246	28,628	50,407	20,036	4,215	-	424,228
Catering Revenue:Beverages-Non Alc	6,461	17,952	17,640	20,637	17,886	7,188	12,656	5,030	1,058	-	106,508
GROSS FOOD & BEVERAGE REVENUE	32,200	89,440	87,906	102,840	89,132	35,816	63,063	25,066	5,273	-	530,736
Catering:COS:Food	(5,920)	(16,442)	(16,161)	(18,907)	(16,387)	(6,584)	(11,594)	(4,608)	(969)	-	(97,572)
Catering:COS:Beverages	(1,486)	(4,129)	(4,057)	(4,747)	(4,114)	(1,653)	(2,911)	(1,157)	(243)	-	(24,497)
TOTAL FOOD & BEVERAGE EXPENSE	(7,406)	(20,571)	(20,218)	(23,653)	(20,500)	(8,238)	(14,504)	(5,765)	(1,213)	-	(122,069)
NET FOOD & BEVERAGE INCOME	24,794	68,869	67,688	79,187	68,632	27,578	48,559	19,301	4,060	0	408,667
FOOD & BEVERAGE EVENT PROFIT MARGIN	77.0%	77.0%	77.0%	77.0%	77.0%	77.0%	77.0%	77.0%	77.0%	0.0%	77.0%
AUDIO VISUAL REVENUE											
AV SERVICE REVENUE	2,681	7,456	7,324	8,568	7,426	2,984	5,257	2,088	439	-	44,223
AV SERVICE EXPENSE	(483)	(1,342)	(1,318)	(1,542)	(1,337)	(537)	(946)	(376)	(79)	-	(7,960)
NET AUDIO VISUAL INCOME	2,198	6,114	6,006	7,026	6,089	2,447	4,311	1,712	360	-	36,263
AUDIO VISUAL PROFIT MARGIN	82.0%	82.0%	82.0%	82.0%	82.0%	82.0%	82.0%	82.0%	82.0%	0.0%	82.0%
DECORATOR SERVICES											
DECORATOR SERVICES REVENUE	-	-	-	6,429	-	-	-	-	-	-	6,429
DECORATOR SERVICES EXPENSE	-	-	-	(643)	-	-	-	-	-	-	(643)
NET DECORATOR SERVICES INCOME	-	-	-	5,786	-	-	-	-	-	-	5,786
DECORATOR SERVICES PROFIT MARGIN	0.0%	0.0%	0.0%	90.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%
TOTAL ANCILLARY INCOME	26,992	74,983	73,693	91,998	74,721	30,025	52,869	21,013	4,420	-	450,715
EVENT OPERATING INCOME	32,161	91,000	89,448	111,955	92,018	36,442	64,172	25,505	5,365	-	548,066
NET OPERATING INCOME PROFIT MARGIN	76.73%	78.16%	78.16%	78.75%	78.21%	78.16%	78.16%	78.16%	78.16%	0.00%	78.20%
TOTAL GROSS REVENUE	41,916	116,429	114,443	142,174	117,652	46,626	82,104	32,632	6,865	-	700,840

**GRAND RIVER CENTER
STUB PERIOD APRIL - JUNE 2023
INDIRECT EXPENSES
BUDGET PROPOSAL**

**GRAND RIVER CENTER
INDIRECT EXPENSES
2023 OPERATING BUDGET**

	FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	
	100	130	160	200	330	420	440	460	
			<u>EVENT</u>	<u>SALES &</u>	<u>OPERATIONS -</u>	<u>FOOD &</u>			
			<u>SERVICES</u>	<u>MARKETING</u>	<u>CONSOLIDATED</u>	<u>BEVERAGE</u>	<u>OVERHEAD</u>	<u>TRANSITION</u>	
TOTAL									
SALARIES	203,269	29,615	18,846	32,308	44,423	45,769	32,308	-	
EMPLOYEE INCENTIVE COMPENSATION	14,250	5,500	1,750	1,750	1,750	1,750	1,750	-	
SALARIES PART TIME	71,448	5,021	9,152	-	6,240	51,035	-	-	
Bartender Wages	16,551	-	-	-	-	-	16,551	-	
Catering Wages	41,115	-	-	-	-	-	41,115	-	
Kitchen Wages	24,797	-	-	-	-	-	24,797	-	
F&B PT PAYROLL TAXES	6,820	-	-	-	-	-	6,820	-	
PAYROLL TAXES	23,203	2,935	2,595	2,701	4,225	8,045	2,701	-	
CONTRACT LABOR	5,140	-	-	-	-	1,250	3,890	-	
ALLOCATION OF LABOR TO EVENTS	(30,104)	-	-	-	-	(30,104)	-	-	
EMPLOYEE BENEFITS OPERATIONS	44,965	5,238	3,556	7,986	8,050	12,149	7,986	-	
EMPLOYEE BENEFITS-401K CONTRIB	6,518	1,025	622	1,026	1,389	1,430	1,026	-	
Total Employee Compensation	427,971	49,335	36,521	45,771	66,078	91,324	138,943	-	
CASH OVER/SHORT	125	-	-	-	-	-	125	-	
ADVERTISING	3,125	-	-	-	3,125	-	-	-	
PROMOTIONS	1,125	-	-	-	1,125	-	-	-	
BAD DEBT	2,500	-	2,500	-	-	-	-	-	
ARMORED CAR	650	-	650	-	-	-	-	-	
TRAVEL & ENTERTAINMENT	29,508	3,275	-	-	1,233	-	-	25,000	
MEETINGS & CONVENTIONS	312	-	-	-	312	-	-	-	
DUES & SUBSCRIPTIONS	3,850	3,000	-	-	-	50	-	800	
GOOD & WELFARE	1,250	-	-	-	-	-	-	1,250	
RELOCATION	20,000	-	-	-	-	-	-	20,000	
RECRUITMENT	1,750	-	-	-	-	-	-	1,750	
TRAINING	10	-	-	-	10	-	-	-	
UNIFORMS	5,000	-	-	-	-	500	4,500	-	
OFFICE SUPPLIES	5,000	-	-	-	-	-	-	5,000	
POSTAGE	358	-	-	-	-	-	-	358	
PRINTING	1,350	-	-	-	500	-	-	850	
LICENSES, PERMITS & FEES	2,844	-	-	-	-	250	2,250	344	
INSURANCE EXPENSE	7,250	-	-	-	-	-	-	7,250	
INSURANCE-WORKERS COMP	6,889	-	-	-	-	-	-	6,889	
CONSULTING & PROFESSIONAL FEES	15,438	-	-	-	-	15,000	-	438	
CONS & PROF FEES - LEGAL FEES	875	-	-	-	-	-	-	875	
DATA PROCESSING - PAYROLL FEES	2,500	-	-	-	-	-	-	2,500	
DATA PROCESSING - BANK FEES	165	-	165	-	-	-	-	-	
DATA PROCESSING - CREDIT CARD FEES	5,470	-	162	-	-	-	5,307	-	
COMPUTER HARDWARE & SOFTWARE	9,408	-	-	-	-	-	783	8,625	
COMPUTER CONTRACTS	2,343	-	-	-	-	-	-	2,343	
COMPUTER SUPPLIES	14,400	-	-	-	-	-	-	14,400	
COMPUTER - WEBSITE	1,500	-	-	-	1,500	-	-	-	
CONTRACTED SERVICES	3,000	-	-	-	-	3,000	-	-	
LANDSCAPING	3,300	-	-	-	-	3,300	-	-	
PEST CONTROL	1,050	-	-	-	-	-	-	1,050	
EQUIP. MAINTENANCE ANNUAL AGREEMENTS	7,500	-	-	-	-	7,500	-	-	
HVAC	4,800	-	-	-	-	4,800	-	-	
BUILDING SUPPLIES	6,125	-	-	250	-	125	5,750	-	
BUILDING SUPPLIES- JANITORIAL	8,125	-	-	-	-	8,125	-	-	
REPAIRS AND MAINTENANCE - EQUIPMENT	1,375	-	-	-	-	-	1,375	-	
REPAIRS AND MAINTENANCE - BUILDING	36,500	-	-	-	-	36,500	-	-	
EQUIPMENT RENTAL/LEASE	1,163	-	-	-	-	375	188	600	
TOOLS AND EQUIPMENT	2,250	-	-	500	-	875	875	-	
AUTOMOBILE EXPENSES	925	-	-	-	-	925	-	-	
SMALLWARES & RENEWALS	11,379	-	-	-	-	-	11,379	-	
DECORATIONS	250	-	-	-	-	-	250	-	
LINEN & CLEANING EXPENSE	9,561	-	-	-	-	-	9,561	-	
OTHER EXPENSE	1,069	194	-	250	-	625	-	-	
TELEPHONE	4,305	-	-	-	-	-	-	4,305	
CABLE TV	1,200	-	-	-	-	-	-	1,200	
TRASH HAULING	2,029	-	-	-	-	-	-	2,029	
UTILITIES - ELECTRIC	93,978	-	-	-	-	-	-	93,978	
UTILITIES - GAS	1,225	-	-	-	-	-	-	1,225	
UTILITIES - WATER/SEWER	4,541	-	-	-	-	-	-	4,541	
MANAGEMENT FEE	37,500	-	-	-	-	-	-	37,500	
INCENTIVE FEE	-	-	-	-	-	-	-	-	
Total Operational Expense	388,140	6,469	3,477	1,000	7,805	81,950	42,342	220,098	25,000
TOTAL FACILITY OPERATIONS EXPENSE	816,111	55,804	39,998	46,771	73,883	173,274	181,284	220,098	25,000

**GRAND RIVER CENTER
ANNUAL BUDGET 2024
INCOME STATEMENT
BUDGET PROPOSAL**

	OVG FY 2024 BUDGET	OVG YEAR 1 PROFORMA	ORIGINAL FY 2022 BUDGET	2024 BUDGET VS PROFORMA VARIANCE FAV/(UNFAV)	2024 BUDGET VS 2022 BUDGET VARIANCE FAV/(UNFAV)
# OF EVENTS	194	188	0	6	0
ATTENDANCE	82,424	41,250	-	41,174	-
DIRECT EVENT REVENUE					
RENTAL REVENUE	168,041	398,790	138,000	(230,749)	30,041
SERVICE REVENUE	351,126	70,375	-	280,751	351,126
TOTAL DIRECT EVENT REVENUE	519,167	469,165	138,000	50,002	381,167
ANCILLARY REVENUE					
FOOD AND BEVERAGE REVENUE	1,705,649	1,485,210	1,400,300	220,439	305,349
AUDIO-VISUAL REVENUE	142,111	45,983	128,500	96,128	13,611
DECORATOR SERVICES REVENUE	15,000	38,885	-	(23,885)	15,000
TOTAL ANCILLARY REVENUE	1,862,760	1,570,078	1,528,800	292,682	333,960
TOTAL EVENT REVENUE	2,381,927	2,039,243	1,666,800	342,684	715,127
OTHER REVENUE	42,900	35,700	200,515	7,200	(157,615)
TOTAL GROSS REVENUE	2,424,827	2,074,943	1,867,315	349,884	557,512
EVENT EXPENSE					
SERVICE EXPENSE	(94,250)	(87,403)	(27,945)	(6,847)	(66,305)
FOOD & BEVERAGE EXPENSE	(392,299)	(565,567)	(408,850)	173,268	16,551
AUDIO-VISUAL EXPENSE	(25,580)	(14,971)	(25,555)	(10,609)	(25)
DECORATOR SERVICES EXPENSE	(1,500)	(17,675)	-	16,175	(1,500)
TOTAL EVENT EXPENSE	(513,629)	(685,617)	(462,350)	171,988	(51,279)
TOTAL EVENT INCOME	1,868,298	1,353,626	1,204,450	514,671	663,848
TOTAL INCOME WITH OTHER REVENUE	1,911,198	1,389,326	1,404,965	521,871	506,233
INDIRECT EXPENSES					
PERSONNEL EXPENSE	1,538,778	1,112,841	795,617	(425,937)	(743,161)
OTHER OPERATING EXPENSE	1,063,650	916,544	587,960	(147,106)	(475,690)
EXECUTIVE	199,285	-	416,191	(199,285)	216,906
FINANCE	145,044	-	-	(145,044)	(145,044)
EVENT SERVICES	173,044	-	57,900	(173,044)	(115,144)
SALES & MARKETING	301,588	-	124,205	(301,588)	(177,383)
OPERATIONS	480,156	-	151,620	(480,156)	(328,536)
FOOD & BEVERAGE	570,387	-	381,495	(570,387)	(188,892)
OVERHEAD	727,923	-	252,166	(727,923)	(475,757)
TRANSITION	5,000	-	-	(5,000)	(5,000)
TOTAL INDIRECT EXPENSES	2,602,428	2,029,385	1,383,577	(573,043)	(1,218,851)
NET INCOME / (SUBSIDY)	(691,230)	(640,059)	21,388	(51,172)	(712,618)
FOOD AND BEVERAGE REVENUE	1,705,649	1,485,210	1,400,300	-	-
FOOD AND BEVERAGE EXPENSES	962,686	565,567	790,345	(743,655)	(205,443)
FOOD AND BEVERAGE P&L	742,963	919,643	609,955	964,094	510,792

GRAND RIVER CENTER
ANNUAL BUDGET 2024
INCOME STATEMENT
BUDGET PROPOSAL

	TOTAL	July	August	September	October	November	December	January	February	March	April	May	June
# OF EVENTS	194	9	5	16	20	11	6	6	22	29	25	19	26
GENERAL ATTENDANCE	82,424	2,587	1,275	9,141	9,468	4,067	1,104	2,626	8,516	11,488	11,041	9,846	11,265
TOTAL EVENT REVENUE													
RENTAL REVENUE	168,041	5,277	2,601	18,636	19,301	8,290	2,251	5,354	17,361	23,419	22,509	20,074	22,968
ELECTRICAL/UTILITIESBILLED	9,996	-	-	1,428	1,428	-	-	621	807	1,428	1,428	1,428	1,428
OTHER SERVICE BILLED	341,130	10,713	5,281	37,828	39,182	16,830	4,572	10,869	35,246	47,544	45,694	40,747	46,625
SERVICE REVENUE	351,126	10,713	5,281	39,256	40,610	16,830	4,572	11,490	36,053	48,972	47,122	42,175	48,053
TOTAL DIRECT EVENT REVENUE	519,167	15,990	7,882	57,892	59,911	25,120	6,823	16,844	53,414	72,391	69,631	62,249	71,021
ANCILLARY REVENUE													
Food & Beverage Revenue	1,705,649	53,566	26,403	189,138	195,909	84,150	22,858	54,343	176,228	237,720	228,471	203,737	233,126
Audio-Visual Revenue	142,111	4,464	2,201	15,758	16,322	7,011	1,904	4,527	14,683	19,806	19,036	16,975	19,424
Decorator Services Revenue	15,000	-	-	2,143	2,143	-	-	2,143	-	2,143	2,143	2,143	2,143
TOTAL ANCILLARY REVENUE	1,862,760	58,030	28,604	207,039	214,374	91,161	24,762	61,013	190,911	259,669	249,650	222,855	254,693
TOTAL EVENT REVENUE	2,381,927	74,020	36,486	264,930	274,285	116,281	31,585	77,856	244,325	332,060	319,281	285,104	325,714
OTHER REVENUE													
ADVERTISING SPONSORS	20,000	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667
COST OF SPONSORSHIP (EXPENSE)	(1,700)	(142)	(142)	(142)	(142)	(142)	(142)	(142)	(142)	(142)	(142)	(142)	(142)
OTHER INCOME or CANCELLATION FEES	3,500	292	292	292	292	292	292	292	292	292	292	292	292
VENDING	500	42	42	42	42	42	42	42	42	42	42	42	42
INTEREST AND DIVIDENDS	600	50	50	50	50	50	50	50	50	50	50	50	50
MISCELLANEOUS	20,000	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667
TOTAL OTHER REVENUE	42,900	3,575	3,575	3,575	3,575	3,575	3,575	3,575	3,575	3,575	3,575	3,575	3,575
TOTAL GROSS REVENUE	2,424,827	77,595	40,061	268,505	277,860	119,856	35,160	81,431	247,900	335,635	322,856	288,679	329,289
EVENT EXPENSE													
Service Expense	(94,250)	(3,078)	(1,419)	(10,420)	(10,784)	(4,522)	(1,228)	(3,032)	(9,614)	(13,030)	(12,734)	(11,405)	(12,984)
Food & Beverage Expense	(392,299)	(12,320)	(6,073)	(43,502)	(45,059)	(19,355)	(5,257)	(12,499)	(40,532)	(54,676)	(52,548)	(46,860)	(53,619)
Audio-Visual Expense	(25,580)	(804)	(396)	(2,836)	(2,938)	(1,262)	(343)	(815)	(2,643)	(3,565)	(3,426)	(3,056)	(3,496)
TOTAL EVENT EXPENSE	(513,629)	(16,202)	(7,888)	(56,973)	(58,995)	(25,138)	(6,828)	(16,560)	(52,790)	(71,485)	(68,923)	(61,534)	(70,313)
NET EVENT INCOME	1,868,298	57,818	28,598	207,958	215,289	91,143	24,756	61,297	191,535	260,575	250,358	223,570	255,401
NET INCOME WOTH REVENUE	1,911,198	61,393	32,173	211,533	218,864	94,718	28,331	64,872	195,110	264,150	253,933	227,145	258,976

GRAND RIVER CENTER
ANNUAL BUDGET 2024
INCOME STATEMENT
BUDGET PROPOSAL

	TOTAL	July	August	September	October	November	December	January	February	March	April	May	June
INDIRECT EXPENSES													
PERSONNEL EXPENSE													
SALARIES ADMINISTRATIVE	755,000	58,077	58,077	58,077	58,077	58,077	87,115	58,077	58,077	58,077	58,077	58,077	87,115
EMPLOYEE INCENTIVE	57,000	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750
PART-TIME STAFF	272,824	14,050	11,430	27,371	28,024	16,999	11,088	14,317	25,933	32,056	31,164	28,779	31,613
Bartender Wages	53,192	1,670	823	5,898	6,110	2,624	713	1,695	5,496	7,413	7,125	6,354	7,270
Catering Wages	132,132	4,150	2,045	14,652	15,177	6,519	1,771	4,210	13,652	18,416	17,699	15,783	18,060
Kitchen Wages	79,690	2,503	1,234	8,837	9,153	3,932	1,068	2,539	8,234	11,107	10,674	9,519	10,892
F&B WAGE TAXES	21,918	688	339	2,430	2,517	1,081	294	698	2,265	3,055	2,936	2,618	2,996
PAYROLL TAXES	86,833	6,108	5,891	7,211	7,265	6,352	8,315	6,130	7,092	7,599	7,526	7,328	10,015
CONTRACT LABOR - Security/Cleaning/F&B	9,500	428	317	985	1,012	554	302	431	932	1,184	1,146	1,044	1,165
ALLOCATION OF LABOR TO EVENTS	(120,530)	(3,682)	(1,815)	(13,471)	(13,936)	(5,784)	(1,571)	(4,061)	(12,257)	(16,810)	(16,174)	(14,475)	(16,494)
EMPLOYEE BENEFITS	167,012	12,847	12,847	12,847	12,847	12,847	19,271	12,847	12,847	12,847	12,847	12,847	19,271
EMPLOYEE BENEFITS-401K CONTRIB	24,209	1,862	1,862	1,862	1,862	1,862	2,793	1,862	1,862	1,862	1,862	1,862	2,793
TOTAL PERSONNEL EXPENSE	1,538,778	103,451	97,801	131,450	132,858	109,813	135,909	103,496	128,882	141,556	139,632	134,486	179,445
OTHER OPERATING EXPENSE													
CASH OVER/SHORT	500	42	42	42	42	42	42	42	42	42	42	42	42
ADVERTISING	15,000	2,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	2,542	1,042	1,042
PROMOTIONS	4,500	375	375	375	375	375	375	375	375	375	375	375	375
PHOTOGRAPHY	5,000	417	417	417	417	417	417	417	417	417	417	417	417
BAD DEBT	2,500	-	-	-	-	-	-	-	-	-	-	-	2,500
ARMORED CAR	2,600	217	217	217	217	217	217	217	217	217	217	217	217
TRAVEL & ENTERTAINMENT	26,820	2,178	2,541	4,050	1,842	847	914	605	1,654	3,056	2,126	2,810	4,196
MEETINGS & CONVENTIONS	6,500	155	77	556	1,326	244	66	913	513	697	670	598	684
DUES & SUBSCRIPTIONS	5,600	650	50	850	-	-	-	1,000	-	-	-	-	3,050
GOOD & WELFARE	5,000	417	417	417	417	417	417	417	417	417	417	417	417
RELOCATION	10,000	3,333	3,333	3,333	-	-	-	-	-	-	-	-	-
RECRUITMENT	2,500	208	208	208	208	208	208	208	208	208	208	208	208
TRAINING	190	10	150	-	-	10	-	-	10	-	-	-	10
UNIFORMS	3,500	1,000	-	250	-	-	750	-	-	-	1,500	-	-
OFFICE SUPPLIES	4,000	333	333	333	333	333	333	333	333	333	333	333	333
POSTAGE	1,430	119	119	119	119	119	119	119	119	119	119	119	119
PRINTING	4,150	250	350	250	250	350	250	250	350	250	750	500	350
LICENSES, PERMITS & FEES	4,875	115	115	865	115	115	115	365	115	115	2,615	115	115
INSURANCE EXPENSE	29,000	2,417	2,417	2,417	2,417	2,417	2,417	2,417	2,417	2,417	2,417	2,417	2,417
INSURANCE-WORKERS COMP	28,354	2,363	2,363	2,363	2,363	2,363	2,363	2,363	2,363	2,363	2,363	2,363	2,363
CONSULTING & PROFESSIONAL FEES	1,750	146	146	146	146	146	146	146	146	146	146	146	146
CONS & PROF FEES - LEGAL FEES	3,500	292	292	292	292	292	292	292	292	292	292	292	292
DATA PROCESSING - PAYROLL FEES	10,000	833	833	833	833	833	833	833	833	833	833	833	833
DATA PROCESSING - BANK FEES	660	55	55	55	55	55	55	55	55	55	55	55	55
DATA PROCESSING - CREDIT CARD FEES	17,576	552	272	1,949	2,019	867	235	560	1,816	2,450	2,354	2,100	2,402
COMPUTER HARDWARE & SOFTWARE	37,630	3,136	3,136	3,136	3,136	3,136	3,136	3,136	3,136	3,136	3,136	3,136	3,136
COMPUTER CONTRACTS	9,370	781	781	781	781	781	781	781	781	781	781	781	781
COMPUTER SUPPLIES	2,000	-	-	-	-	-	-	-	-	-	1,000	500	500
COMPUTER - WEBSITE	6,000	500	500	500	500	500	500	500	500	500	500	500	500
CONTRACTED SERVICES	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
LANDSCAPING	13,200	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
PEST CONTROL	4,200	350	350	350	350	350	350	350	350	350	350	350	350
EQUIP. MAINTENANCE ANNUAL AGREEMENTS	22,800	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900
HVAC	19,200	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600
BUILDING SUPPLIES	24,500	2,042	2,042	2,042	2,042	2,042	2,042	2,042	2,042	2,042	2,042	2,042	2,042
BUILDING SUPPLIES- JANITORIAL	32,500	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708
REPAIRS AND MAINTENANCE - EQUIPMENT	5,500	458	458	458	458	458	458	458	458	458	458	458	458
REPAIRS AND MAINTENANCE - BUILDING	35,500	2,958	2,958	2,958	2,958	2,958	2,958	2,958	2,958	2,958	2,958	2,958	2,958
EQUIPMENT RENTAL/LEASE	4,650	388	388	388	388	388	388	388	388	388	388	388	388
TOOLS AND EQUIPMENT	7,500	583	583	583	583	583	583	583	583	583	583	1,083	583
AUTOMOBILE EXPENSES	3,700	308	308	308	308	308	308	308	308	308	308	308	308
SMALLWARES & RENEWALS	15,500	487	240	1,719	1,780	765	208	494	1,601	2,160	2,076	1,851	2,119
DECORATIONS	1,000	83	83	83	83	83	83	83	83	83	83	83	83
LINEN & CLEANING EXPENSE	30,725	965	476	3,407	3,529	1,516	412	979	3,175	4,282	4,116	3,670	4,199
OTHER EXPENSE	4,275	356	356	356	356	356	356	356	356	356	356	356	356
TELEPHONE	17,220	1,435	1,435	1,435	1,435	1,435	1,435	1,435	1,435	1,435	1,435	1,435	1,435
CABLE TV	4,800	400	400	400	400	400	400	400	400	400	400	400	400
TRASH HAULING	6,500	202	100	723	748	317	86	212	667	906	871	778	889
UTILITIES - ELECTRIC	337,238	30,993	31,606	29,062	23,909	20,732	19,004	22,853	31,147	33,955	25,092	27,879	41,007
UTILITIES - GAS	7,427	296	285	319	438	665	899	1,426	1,077	797	664	313	248
UTILITIES - WATER/SEWER	14,550	452	223	1,618	1,675	710	193	476	1,492	2,028	1,950	1,742	1,990
MANAGEMENT FEE	150,000	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500
INCENTIVE FEE	38,660	-	-	-	-	-	-	-	-	-	-	-	38,660
TOTAL OPERATING EXPENSES	1,063,650	86,499	83,678	92,813	81,493	71,000	66,994	73,995	87,477	94,558	91,146	87,217	146,779
TOTAL INDIRECT EXPENSES	2,602,428	189,950	181,479	224,263	214,352	180,813	202,903	177,491	216,359	236,113	230,777	221,704	326,224
NET INCOME	(691,230)	(128,557)	(149,306)	(12,730)	4,513	(86,095)	(174,571)	(112,620)	(21,249)	28,036	23,156	5,441	(67,248)

GRAND RIVER CENTER
EVENTS BUDGET
ANNUAL BUDGET 2024

	BANQUETS	MEETINGS	CONSUMER SHOWS	TRADE SHOWS	CONVENTIONS	SPECIAL EVENTS	Weddings / Quinceneras	SPORTING EVENTS	Miscellaneous Events	TOTALS
NUMBER OF EVENTS	36	92	8	7	7	11	15	7	11	194
Number of Event Days	36	92	8	7	7	11	15	7	11	194
TOTAL PAID	-	-	-	-	-	-	-	-	-	-
GENERAL ATTENDANCE	7,992	12,420	17,000	11,599	15,078	4,763	6,525	4,242	2,805	82,424
NET SQUARE FOOTAGE	-	-	-	-	-	-	-	-	-	-
DIRECT EVENT REVENUE										
HALL RENTAL REVENUE	16,308	25,300	34,656	23,646	30,744	9,702	13,320	8,645	5,720	168,041
SERVICE REVENUE	33,120	51,428	70,325	52,339	68,041	19,699	27,027	17,546	11,601	351,126
DIRECT EVENT REVENUE	49,428	76,728	104,981	75,985	98,785	29,401	40,347	26,191	17,321	519,167
SERVICE REVENUE										
ELECTRICAL/UTILITIESBILLED	-	-	-	4,347	5,649	-	-	-	-	9,996
OTHER SERVICE BILLED	33,120	51,428	70,325	47,992	62,392	19,699	27,027	17,546	11,601	341,130
TOTAL SERVICE REVENUE	33,120	51,428	70,325	52,339	68,041	19,699	27,027	17,546	11,601	351,126
SERVICE REVENUE TO RENTAL REVENUE RATIO	203.1%	203.3%	202.9%	221.3%	221.3%	203.0%	202.9%	203.0%	202.8%	209.0%
LESS SERVICE EXPENSES:										
SETUP LABOR EXPENSE	(8,897)	(13,811)	(18,897)	(13,677)	(17,781)	(5,292)	(7,262)	(4,714)	(3,118)	(93,450)
EQUIPMENT RENTAL EXPENSE	(800)	-	-	-	-	-	-	-	-	(800)
TOTAL SERVICE EXPENSES	(9,697)	(13,811)	(18,897)	(13,677)	(17,781)	(5,292)	(7,262)	(4,714)	(3,118)	(94,250)
NET SERVICE INCOME/(LOSS)	23,423	37,617	51,428	38,662	50,260	14,407	19,765	12,832	8,483	256,876
SERVICE REVENUE PROFIT MARGIN	70.7%	73.1%	73.1%	73.9%	73.9%	73.1%	73.1%	73.1%	73.1%	73.2%
FOOD & BEVERAGE										
Catering Revenue:Food	132,372	205,528	281,064	191,807	249,361	78,727	108,015	70,126	46,365	1,363,365
Catering Revenue:Beverages-Non Alc	33,228	51,612	70,560	48,153	62,601	19,767	27,120	17,605	11,638	342,284
GROSS FOOD & BEVERAGE REVENUE	165,600	257,140	351,624	239,960	311,962	98,494	135,135	87,731	58,003	1,705,649
Catering:COS:Catering Tax	-	-	-	-	-	-	-	-	-	-
Catering:COS:Food	(30,446)	(47,271)	(64,645)	(44,116)	(57,353)	(18,107)	(24,843)	(16,129)	(10,664)	(313,574)
Catering:COS:Beverages	(7,642)	(11,871)	(16,229)	(11,075)	(14,398)	(4,546)	(6,238)	(4,049)	(2,677)	(78,725)
Catering:COS:Catering Wages	-	-	-	-	-	-	-	-	-	-
Concession:COS:Concession Wages	-	-	-	-	-	-	-	-	-	-
TOTAL FOOD & BEVERAGE EXPENSE	(38,088)	(59,142)	(80,874)	(55,191)	(71,751)	(22,654)	(31,081)	(20,178)	(13,341)	(392,299)
NET FOOD & BEVERAGE INCOME	127,512	197,998	270,750	184,769	240,211	75,840	104,054	67,553	44,662	1,313,350
FOOD & BEVERAGE EVENT PROFIT MARGIN	77.0%	77.0%	77.0%	77.0%	77.0%	77.0%	77.0%	77.0%	77.0%	77.0%
AUDIO VISUAL REVENUE										
AV SERVICE REVENUE	13,788	21,436	29,296	19,992	25,991	8,206	11,265	7,308	4,829	142,111
AV SERVICE EXPENSE	(2,482)	(3,858)	(5,273)	(3,599)	(4,678)	(1,477)	(2,028)	(1,315)	(869)	(25,580)
NET AUDIO VISUAL INCOME	11,306	17,578	24,023	16,393	21,313	6,729	9,237	5,993	3,960	116,531
AUDIO VISUAL PROFIT MARGIN	82.0%	82.0%	82.0%	82.0%	82.0%	82.0%	82.0%	82.0%	82.0%	82.0%
DECORATOR SERVICES										
DECORATOR SERVICES REVENUE	-	-	-	15,000	-	-	-	-	-	15,000
DECORATOR SERVICES EXPENSE	-	-	-	(1,500)	-	-	-	-	-	(1,500)
NET DECORATOR SERVICES INCOME	-	-	-	13,500	-	-	-	-	-	13,500
DECORATOR SERVICES PROFIT MARGIN	0.0%	0.0%	0.0%	90.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%
TOTAL ANICLLARY INCOME	138,818	215,575	294,773	214,663	261,523	82,569	113,291	73,545	48,622	1,443,381
EVENT OPERATING INCOME	178,549	278,492	380,857	276,970	342,527	106,678	146,376	95,022	62,825	1,868,298
NET OPERATING INCOME PROFIT MARGIN	78.03%	78.38%	78.38%	78.92%	78.43%	78.38%	78.38%	78.38% #	78.38% #	78.44%
TOTAL GROSS REVENUE	228,816	355,304	485,901	350,937	436,738	136,101	186,747	121,230	80,153	2,381,927

GRAND RIVER CENTER INDIRECT EXPENSES 2024 OPERATING BUDGET												
FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	
	100	130	160	200	330	300-00	330-40	330-50	420	440	460	
TOTAL	EXECUTIVE	FINANCE	EVENT SERVICES	SALES & MARKETING	OPERATIONS - CONSOLIDATED	OPERATIONS	OPERATIONS - SETUP	OPERATIONS - CUSTODIAL	FOOD & BEVERAGE	OVERHEAD	TRANSITION	
SALARIES	755,000	110,000	70,000	120,000	165,000	170,000	120,000	50,000	-	120,000	-	-
EMPLOYEE INCENTIVE COMPENSATION	57,000	22,000	7,000	7,000	7,000	7,000	7,000	-	7,000	-	-	-
SALARIES PART TIME	272,824	20,085	36,608	-	24,960	191,171	24,960	119,411	46,800	-	-	-
Bartender Wages	53,192	-	-	-	-	-	-	-	-	53,192	-	-
Catering Wages	132,132	-	-	-	-	-	-	-	-	132,132	-	-
Kitchen Wages	79,690	-	-	-	-	-	-	-	-	79,690	-	-
F&B PT PAYROLL TAXES	21,918	-	-	-	-	-	-	-	-	21,918	-	-
PAYROLL TAXES	86,833	11,122	9,637	10,074	15,878	30,049	12,138	14,039	3,872	10,074	-	-
CONTRACT LABOR	9,500	-	-	-	-	2,500	-	2,500	-	7,000	-	-
ALLOCATION OF LABOR TO EVENTS	(120,530)	-	-	-	-	(120,530)	-	(120,530)	-	-	-	-
EMPLOYEE BENEFITS OPERATIONS	167,012	19,454	13,209	29,661	29,901	45,126	32,903	12,223	-	29,661	-	-
EMPLOYEE BENEFITS-401K CONTRIB	24,209	3,809	2,310	3,810	5,160	5,310	3,810	1,500	-	3,810	-	-
Total Employee Compensation	1,538,778	186,470	138,764	170,544	247,898	330,626	200,811	79,143	50,672	464,475	-	-
CASH OVER/SHORT	500	-	-	-	-	-	-	-	500	-	-	-
ADVERTISING	15,000	-	-	-	15,000	-	-	-	-	-	-	-
PROMOTIONS	4,500	-	-	-	4,500	-	-	-	-	-	-	-
PHOTOGRAPHY	5,000	-	-	-	5,000	-	-	-	-	-	-	-
BAD DEBT	2,500	-	2,500	-	-	-	-	-	-	-	-	-
ARMORED CAR	2,600	-	2,600	-	-	-	-	-	-	-	-	-
TRAVEL & ENTERTAINMENT	26,820	6,040	-	-	15,000	780	780	-	-	-	-	5,000
MEETINGS & CONVENTIONS	6,500	1,500	-	-	5,000	-	-	-	-	-	-	-
DUES & SUBSCRIPTIONS	5,600	4,500	-	-	-	100	100	-	-	-	1,000	-
GOOD & WELFARE	5,000	-	-	-	-	-	-	-	-	-	5,000	-
RELOCATION	10,000	-	-	-	-	-	-	-	-	-	10,000	-
RECRUITMENT	2,500	-	-	-	-	-	-	-	-	-	2,500	-
TRAINING	190	-	-	-	190	-	-	-	-	-	-	-
UNIFORMS	3,500	-	-	-	-	1,000	1,000	-	-	2,500	-	-
OFFICE SUPPLIES	4,000	-	-	-	-	-	-	-	-	-	4,000	-
POSTAGE	1,430	-	-	-	-	-	-	-	-	-	1,430	-
PRINTING	4,150	-	-	-	3,000	-	-	-	-	-	1,150	-
LICENSES, PERMITS & FEES	4,875	-	-	-	-	750	750	-	-	2,750	1,375	-
INSURANCE EXPENSE	29,000	-	-	-	-	-	-	-	-	-	29,000	-
INSURANCE-WORKERS COMP	28,354	-	-	-	-	-	-	-	-	-	28,354	-
CONSULTING & PROFESSIONAL FEES	1,750	-	-	-	-	-	-	-	-	-	1,750	-
CONS & PROF FEES - LEGAL FEES	3,500	-	-	-	-	-	-	-	-	-	3,500	-
DATA PROCESSING - PAYROLL FEES	10,000	-	-	-	-	-	-	-	-	-	10,000	-
DATA PROCESSING - BANK FEES	660	-	660	-	-	-	-	-	-	-	-	-
DATA PROCESSING - CREDIT CARD FEES	17,576	-	520	-	-	-	-	-	-	17,056	-	-
COMPUTER HARDWARE & SOFTWARE	37,630	-	-	-	-	-	-	-	-	3,130	34,500	-
COMPUTER CONTRACTS	9,370	-	-	-	-	-	-	-	-	-	9,370	-
COMPUTER SUPPLIES	2,000	-	-	-	-	-	-	-	-	-	2,000	-
COMPUTER - WEBSITE	6,000	-	-	-	6,000	-	-	-	-	-	-	-
CONTRACTED SERVICES	12,000	-	-	-	-	12,000	12,000	-	-	-	-	-
LANDSCAPING	13,200	-	-	-	-	13,200	13,200	-	-	-	-	-
PEST CONTROL	4,200	-	-	-	-	-	-	-	-	-	4,200	-
EQUIP. MAINTENANCE ANNUAL AGREEMENTS	22,800	-	-	-	-	22,800	22,800	-	-	-	-	-
HVAC	19,200	-	-	-	-	19,200	19,200	-	-	-	-	-
BUILDING SUPPLIES	24,500	-	-	1,000	-	500	500	-	-	23,000	-	-
BUILDING SUPPLIES- JANITORIAL	32,500	-	-	-	-	32,500	-	-	32,500	-	-	-
REPAIRS AND MAINTENANCE - EQUIPMENT	5,500	-	-	-	-	-	-	-	-	5,500	-	-
REPAIRS AND MAINTENANCE - BUILDING	35,500	-	-	-	-	35,500	28,000	-	7,500	-	-	-
EQUIPMENT RENTAL/LEASE	4,650	-	-	-	-	1,500	1,500	-	-	750	2,400	-
TOOLS AND EQUIPMENT	7,500	-	-	500	-	3,500	3,500	-	-	3,500	-	-
AUTOMOBILE EXPENSES	3,700	-	-	-	-	3,700	3,700	-	-	-	-	-
SMALLWARES & RENEWALS	15,500	-	-	-	-	-	-	-	-	15,500	-	-
DECORATIONS	1,000	-	-	-	-	-	-	-	-	1,000	-	-
LINEN & CLEANING EXPENSE	30,725	-	-	-	-	-	-	-	-	30,725	-	-
OTHER EXPENSE	4,275	775	-	1,000	-	2,500	2,500	-	-	-	-	-
TELEPHONE	17,220	-	-	-	-	-	-	-	-	-	17,220	-
CABLE TV	4,800	-	-	-	-	-	-	-	-	-	4,800	-
TRASH HAULING	6,500	-	-	-	-	-	-	-	-	-	6,500	-
UTILITIES - ELECTRIC	337,238	-	-	-	-	-	-	-	-	-	337,238	-
UTILITIES - GAS	7,427	-	-	-	-	-	-	-	-	-	7,427	-
UTILITIES - WATER/SEWER	14,550	-	-	-	-	-	-	-	-	-	14,550	-
MANAGEMENT FEE	150,000	-	-	-	-	-	-	-	-	-	150,000	-
INCENTIVE FEE	38,660	-	-	-	-	-	-	-	-	-	38,660	-
Total Operational Expense	1,063,650	12,815	6,280	2,500	53,690	149,530	109,530	-	40,000	105,911	727,923	5,000
TOTAL FACILITY OPERATIONS EXPENSE	2,602,428	199,285	145,044	173,044	301,588	480,156	310,341	79,143	90,672	570,387	727,923	5,000

EXHIBIT D
EXISTING CONTRACTS

EXHIBIT E
INSURANCE

OVG shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Schedule E-1, attached hereto, prior to commencing work. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget.

All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

Each certificate shall be furnished to the Finance Department of the City of Dubuque.

Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

OVG shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. OVG agrees that they shall be liable for the failure of a subconsultant and sub- subconsultant to obtain and maintain such coverages. Owner may request a copy of such certificates from OVG.

All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to OVG identifying and listing in writing all deviations and exclusions from the ISO form.

OVG shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit E-1. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

OVG shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

All certificates of insurance must include agents name, phone number, and email address.

The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

Schedule E - 1

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000	Products-
Completed Operations Aggregate Limit	\$1,000,000	Personal
and Advertising Injury Limit	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit (any one occurrence)		\$50,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written on a form equivalent or more broad than ISO form CG 00 01 or business owners form BP 00 02.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) OVG will use its best efforts to obtain and include Preservation of Governmental Immunities Endorsement by no later than the Commencement Date. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26 Policy shall include Waiver of Right to Recover from Others endorsement or by blanket waiver of subrogation endorsement.
- 5) OVG shall provide thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If OVG's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A Statutory—State of Iowa

Coverage B Employers Liability

Each Accident	\$100,000	Each
Employee-Disease	\$100,000	Policy

Limit-Disease \$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, OVG is not required to purchase Workers' Compensation Insurance, OVG shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non- contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims- made policy form with a Retroactive Date prior to the date of the agreement, OVG must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

X__ Yes ___ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

G) CONCESSIONAIRE BOND \$25,000

H) DRAM SHOP \$3,000,000

Please be aware that naming the City of Dubuque as an additional insured as is required by this

Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

EXHIBIT F
TRANSITION BUDGET

Included within the Stub Operating Year and first Operating Year budgets attached hereto as Exhibit C.