

MANAGEMENT AGREEMENT

between

The City of Corpus Christi, Texas, a Texas home-rule municipality

and

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

Dated: September ____, 2022

MANAGEMENT AGREEMENT

This Management Agreement is made as of the ____ day of September 2022, by and between The City of Corpus Christi, Texas, a Texas home-rule municipality ("**Owner**"), and Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG360 ("**OVG**"). Owner and OVG are sometimes referred to herein as a "**party**" or the "**parties**".

RECITALS

WHEREAS, Owner owns a sports and entertainment complex consisting of a 2,500-seat auditorium, a 76,500-sq. foot convention center, and a 10,000-seat multi-purpose arena, currently known as the *American Bank Center* located at 1901 N. Shoreline Blvd., Corpus Christi, Texas (the "**Facility**");

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

WHEREAS, Owner and OVG entered into a Management Agreement, dated June 14, 2022, for the short term provision of management services at the Facility (the "**Short Term Agreement**"), and beginning on the Effective Date, this Agreement shall supersede and replace the Short Term Agreement in respect of OVG's provision of management services as set forth herein.

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

ARTICLE 1 DEFINITIONS

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

Affiliate: 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. An entity is not an Affiliate solely by virtue of the fact that Owner's City Council appoints members to the entity's board nor is an entity an Affiliate if it works as an independent contractor of the Owner.

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.

Buyout Amount: shall have the meaning given to such term in Section 11.4 of this Agreement.

Capital Improvements: Permanent improvements to the Facility, including any construction as defined by Texas Labor Code §406.096 and replacement of permanent structures and their components. Capital Improvements include any work that requires the use of an architect or an engineer in accordance with the Texas Occupations Code and any work with an aggregate cost in excess of \$50,000. This definition

includes the remodel, replacement, or alteration of permanent improvements at the Facility, but does not include Maintenance and Repair.

Commercial Rights: Naming rights, sub-naming rights, entitlement rights, pouring rights, branding rights, advertising, sponsorships, premium seating (including luxury suites, club seats, loge boxes and party suites, as applicable) and similar commercial rights at or with respect to the Facility.

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

CPI: "Consumer Price Index" for the South region CPI-U, all items index, 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 given to such term in Section 4.1 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.

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 and rental deposits are deposited by OVG.

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

Existing Contracts: 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 B attached hereto.

Facility: shall have the meaning given to such term in the Recitals to this Agreement, and shall be deemed to include the entire American Bank Center complex, including but not limited to the (i) Arena, the Bayfront Convention Center, and the Selena Auditorium, including premium seating areas, meeting and conference rooms, locker rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, and (ii) the entrances, grounds, sidewalks and parking areas of the Arena as specifically identified on Schedule 1 hereto.

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

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

Improvements and Equipment: shall have the meaning given to such term in Section 11.4 of this Agreement.

Incentive Fee: shall have the meaning given to such term in Section 3.2 of this Agreement.

Initial Investment: shall have the meaning given to such term in Section 11.4 of this Agreement.

Investment: shall have the meaning given to such term in Section 11.4 of this Agreement.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances applicable to the Facility or either party.

Maintenance and Repair: Scheduled, periodic, or day-to-day work that is necessary to sustain or support safe, efficient, continuous operation of the Facility or to prevent the decline, failure, lapse, or deterioration of the Facility, equipment, machinery, or landscaping. Maintenance and Repair includes replacement of equipment, machinery, or components that are equal in grade, quality, and capacity without the addition of newer, upgraded equipment, machinery, or components with an aggregate cost of less than \$50,000, except that for any Maintenance or Repair work that has an aggregate cost in excess of \$5,000, if funding is not available in the current Operating Budget, OVG may seek funding from Owner and will not be obligated to complete such work unless and until such funding is made available to OVG, and any failure of OVG to perform as a result of thereof shall not be deemed a default hereunder. For avoidance of doubt, Maintenance and Repair does not constitute any Upgrades or Capital Improvements, to the Facility.

Management-Level Employees: The General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by OVG to perform services at the Facility (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director, Event OVG and Director of Food and Beverage).

Monthly 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.

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 and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by OVG in connection with its operation, management, staffing, promotion, and maintenance of the Facility, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating 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) cost of employee uniforms and identification, (xiv) travel and entertainment expenses of OVG employees, (xv) exterminator, snow and trash removal costs (xvi) computer, software, hardware and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) office expenses, (xx) audit and accounting fees, (xxi) legal fees and costs as set forth in Section 14.5, (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) that are required specifically for this Agreement, including the amount of any deductible 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, including the Commercial Rights Fee), (xxiv) cost of complying with any Laws, (xxv) costs incurred under Service Contracts and other agreements relating to Facility operations, (xxvi) applicable Taxes, and (xxvii) the Monthly Management Fee.

The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures, the Incentive Fee, property taxes, property insurance on the Facility itself, or the contents within the Facility owned by Owner, all of which costs shall be borne by Owner and, if incurred by OVG, shall be promptly reimbursed to OVG by Owner.

Operating Year: Each 12-month period during the Term commencing on October 1 and concluding on the following September 30.

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

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

Renewal Investment: shall have the meaning given to such term in Section 11.4 of this Agreement.

Revenue: All 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 promoter/licensee 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.

Short Term Agreement: shall have the meaning given to such term in the recitals of this Agreement.

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 necessary or useful in operating the Facility.

Taxes: Any and all applicable 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 of this Agreement.

Trailing Commercial Rights Commission: shall have the meaning given to such term in Section 3.3 of this Agreement.

Upgrades: New, updated equipment and replacement of any non-permanent improvements to the Facility, including flooring, painting, and landscaping with an aggregate cost in excess of \$5,000.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement. Owner hereby engages OVG during the Term to act as the sole and exclusive manager and operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibits A and A-1 attached hereto. OVG hereby accepts such engagement, subject to the terms herein.

Section 2.2 Commercial Rights Sales. In addition to OVG's other rights and duties hereunder, OVG shall act as the sole and exclusive representative for marketing of the Commercial Rights. OVG will keep Owner apprised of its sales prospects and the status of any potential sales of Commercial Rights. Additionally, OVG shall deliver to Owner monthly reports detailing OVG's sales hereunder of Commercial Rights. 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.

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.

Section 2.3 Performance Measures. In performing its obligations hereunder, OVG agrees to be evaluated based on the performance measures 1 through 5 listed in Exhibit A-2 (the "**Performance Measures**"). OVG agrees that, during each Operating Year, it will use its commercially reasonable efforts, subject in all instances to Owner's continued performance hereunder (including, without limitation, funding a mutually agreed Operating Budget, each Operating Year) to meet the Performance Measures as mutually agreed by Owner and OVG during the budget process each Operating Year. For purposes of Performance Measures 1, 2, 3 and 5, OVG will be considered to have met that goal if it achieves at least 80% of the stated number or dollar amount. If OVG fails to meet at least three of the five Performance Measures in any Operating Year, and such failure is not due in whole, or in part, to Force Majeure or any other cause reasonably outside of OVG's control, the Owner may provide written notice to OVG outlining with reasonable detail and substantiation any missed Performance Measures within 90 days of the end of such Operating Year (a "**Notice of Underperformance**") with such notice to include an outline of how OVG may improve its performance under such Performance Measures during the following Operating Year. If, during such following Operating Year OVG again fails to meet at least three of the five Performance Measures, the City may terminate this Agreement in accordance with and subject to Section 4.2(d) below.

ARTICLE 3 COMPENSATION

Section 3.1 Monthly Management Fee. As consideration for the performance by OVG of its duties hereunder, Owner shall pay OVG a fee each month during the Term equal to \$12,000 (the "**Monthly Management Fee**"). The Monthly Management Fee, shall be payable to OVG in advance, beginning on the Effective Date, and payable on the first day of each month thereafter (prorated as necessary for any partial months), and shall be remitted by check or electronic payment as directed by OVG. Beginning in the second Operating Year, the Monthly Management Fee shall be increased over the Monthly Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous Operating Year up to 3% annually (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).

Section 3.2 Incentive Fee. In addition to the other fees described herein, OVG shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term equal to 20% of improvement in Revenue in any Operating Year over the Incentive Fee Benchmark (the "**Incentive Fee**"), excluding only Revenue derived exclusively from the sale of Commercial Rights, which shall be handled in accordance with Section 3.3. The "**Incentive Fee Benchmark**" shall equal \$4,000,000 which is the agreed benchmark based on the average Revenue from fiscal years 2017, 2018, and 2019, adjusted for inflation based on the CPI. The parties agree that for purposes of calculating the Incentive Fee Benchmark and the

Incentive Fee each Operating Year, the Commercial Rights Fee shall be excluded. The Incentive Fee Benchmark, once established, will remain unchanged throughout the Initial Term, except that it shall be pro-rated for any Operating Year(s) of less than a full 12 months based on the actual number of days elapsed in such Operating Year(s) out of 365. Prior to the Renewal Term (if applicable) the Incentive Fee Benchmark shall be renegotiated by OVG and Owner in good faith based on the Revenue averages for the Initial Term, with such renegotiated Incentive Fee Benchmark to remain in effect for the full Renewal Term. Owner shall pay OVG the Incentive Fee no later than 90 days following the receipt of OVG's annual audit.

Section 3.3 Commercial Rights Fee. In consideration for OVG's marketing of the Commercial Rights as described in Section 2.2, OVG shall receive 20% of all Revenue (including cash and budget-relieving trade, with such trade valued at its retail price in an arms-length transaction) from the sale of Commercial Rights (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 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. The terms in this Section 3.3 shall survive termination or expiration of this Agreement.

Section 3.5 Late Payments. Owner will ensure that all payments required under this Agreement are made in accordance with the Texas Prompt Payment Act. Late payments will accrue interest in accordance with the Texas Prompt Payment Act.

ARTICLE 4

TERM; TERMINATION

Section 4.1 Term; Renewal. The term of this Agreement shall begin effective October 1, 2022 ("**Effective Date**") and conclude on September 30, 2027 (the "**Initial Term**"). This Agreement will renew automatically for an additional 5-year period beginning October 1, 2027 and ending September 30, 2032 (the "**Renewal Term**"), unless Owner provides written notice of non-renewal to OVG on or before March

1, 2027. The Initial Term, together with the 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 30 days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such 30 day notification period, provided, however, if such failure cannot reasonably be cured within such 30 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;

(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 petition shall be filed against either party and shall not be dismissed within 120 days after such filing;

(c) by Owner upon 30 days written notice and subject to payment of the Buyout Amount prior to the effective date of termination if during any Operating Year, Owner fails to allocate appropriate funds sufficient to fund the full Operating Budget for the following Operating Year; provided if such funds are subsequently allocated within 60 days following such termination, then such termination right shall be voided, and the Agreement shall remain in full force and effect;

(d) by Owner upon 120 days written notice, and subject to payment of the Buyout Amount prior to the effective date of termination if OVG fails to meet the requisite Performance Measures during at least 2 consecutive Operating Years, as set forth in Section 2.3; provided that Owner must exercise such right within 6 months of the conclusion of the second Operating Year or shall be deemed to have waived such right; or

(e) as otherwise specifically provided for herein.

Section 4.3 Effect of Termination. Upon expiration or termination of this Agreement, for any reason, the following shall apply:

(a) OVG shall promptly discontinue the performance of all services hereunder, and make available to Owner all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facility as may have been accumulated by OVG in performing its obligations hereunder, provided that (i) OVG shall own and may retain all employment files/records relating to employees of OVG during the Term, and (ii) OVG may retain copies of all materials pertinent to its operation of the Facility during the Term, such as materials documenting its performance and those relating to claims or potential claims that have been or may be asserted related to OVG’s operation of the Facility, including contracts and event incident reports.

(b) Owner shall promptly pay OVG (i) all fees due OVG up to the date of termination or expiration, including the Monthly Management Fee through the last month in which OVG provides services and a pro-rated portion of the Incentive Fee for the last Operating Year if not a full 12-months, and (ii) all Operating Expenses incurred by OVG through the end of the Term that have not previously been paid by Owner or reimbursed to OVG, including the cost of accrued but unused vacation time to the extent due under OVG's policies to any employees whose employment is ceasing with OVG as a result of expiration or termination of this Agreement.

(c) Owner shall reimburse OVG for any actual ordinary and necessary expenses incurred by OVG in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include (i) to the extent any Management-Level Employee's employment with OVG will cease as a result of the termination or expiration of this Agreement, Owner shall reimburse OVG for any severance paid to such employees, not to exceed 4 months per employee, and (ii) other reasonable costs actually incurred by OVG in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by OVG pursuant to this Agreement. Owner's payment of such expenses will occur only after OVG has provided reasonable evidence of the incurrence of such expenses.

(d) 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, booking commitments and any other Facility agreements entered into by OVG in furtherance of its duties hereunder.

(e) Owner shall pay to OVG, unconditionally and without set-off, the Buyout Amount as further described in Section 11.4.

(f) 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

Section 5.1 Ownership of Facility, Data, Equipment and Materials. Owner will at all times retain ownership of the Facility and all Facility FF&E. Any data, equipment, supplies and 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 recognizes that OVG intends to license certain third-party software for use with respect to OVG's obligations at the Facility, the costs of which are paid on a monthly basis, and upon expiration or termination of the Term such software licenses shall remain with OVG.

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, at no cost to OVG, 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, use agreements, 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 rent-free for meetings, seminars, training classes or other non-commercial uses, provided that Owner shall promptly reimburse OVG, for deposit into the Operating Account, for any out-of-pocket expenses incurred by OVG (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facility by Owner shall (i) not compete with or conflict with the dates previously booked by OVG for paying events, (ii) not consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to OVG pursuant to the Facility's approved booking policies and subject to availability. Upon request of Owner, OVG shall provide to Owner a list of available dates for Owner's use of the Facility. To the extent that OVG has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by Owner, OVG may propose alternative dates for Owner's event, and Owner shall use best efforts to reschedule its event to allow OVG to book the revenue-producing event. In addition to this right to use the Facility by Owner, OVG will make a suite in the Arena available at no charge for the Owner's exclusive use throughout the term of this Agreement.

Section 5.5 Use of Facility at Direction of Owner. At the direction of the Owner, upon reasonable advance notice and subject to availability, OVG shall provide use of the Facility or any part thereof to civic, special interest groups and nonprofit organizations located in Corpus Christi area at reduced rates, subject to the calendar of events already established at the Facility and provided such reduced rates are negotiated in good faith.

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 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. 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 policies, which may be modified by OVG from time to time

in its sole discretion. A copy of OVG's current employee policies related to bonus and benefits shall be provided to Owner upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include a qualified individual to serve as a full-time on-site General Manager of the Facility. Hiring of the General Manager 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 temporarily fill such position with an interim General Manager for up to 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 1 year after the end of the Term, neither Owner nor any of its Affiliates shall solicit for employment, or hire, any of OVG's Management-Level Employees. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement will not prohibit non-targeted solicitations through advertising or other publications of general circulation and employment resulting thereof.

Section 6.4 Use of P-Cards. Upon request of OVG, Owner may make its purchasing credit cards (P-Cards) available to OVG Management-Level Employees or other Personnel. In authorizing its Management-Level Employees and Personnel to use such P-Cards, OVG will require such persons to comply with the Owner's P-Card policies and execute such P-Card user agreements as may be reasonably required by Owner.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of Operating Budget. Attached hereto as Exhibit C is the Operating Budget for the first Operating Year, which Operating Budget is hereby approved by both OVG and Owner. OVG agrees that it will work with the Owner in setting the Operating Budget each year and, at least 120 days prior to the commencement of each subsequent Operating Year in respect of such year, that it will prepare and submit to Owner its proposed Operating Budget for such Operating Year, except that, so long as OVG is in communication with the Owner regarding its Operating Budget, it will not be in default under this Agreement if it does not provide a full and complete proposed Operating Budget by the deadline. 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.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of Owner's City Council and/or the Corpus Christi Business and Job Development Board (the "Type A Board") in its sole discretion. 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's City Council and/or the Type A Board. Owner agrees to present the requested items to the City Council and Type A Board, but cannot guarantee approval of the funding by either governing body. If Owner's City Council or Type A Board fails to approve any annual Operating Budget (or any proposed amendment thereto), then, to the extent such governing body provided reasoning for the action, 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. OVG will not be responsible for any failure to perform to the extent such failure is directly related to a failure of the Owner's City Council or Type A Board to approve a requested amendment to the Operating Budget.

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 the 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. Any variances that require appropriation of additional funds require a budget amendment, which could require approval of both the Owner's City Council and the Type A Board; provided Owner will promptly present such requested appropriations to the City Council and/or the Type A Board, and ensure that to the extent modifications are needed, it shall attempt to identify available funding to accommodate such modifications. OVG will not be responsible for any failure to perform to the extent such failure is directly related to a failure of the Owner's City Council or Type A Board to approve a requested amendment to the Operating Budget.

ARTICLE 8

PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. OVG shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales and advance deposits which OVG receives in contemplation of, or arising from, an 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 and settlement of such events, OVG shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating 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(s) 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 agreed between the parties in writing 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.

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 expenses for the 3-month period beginning on the Effective Date. Owner shall thereafter, on or before the 1st 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, at all times maintaining sufficient funds in the Operating Account to pay the anticipated expenses for the then-upcoming month plus the immediately following 2 months. 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. OVG understands that some funds made available to it are strictly limited by law to certain uses. OVG agrees that any funds identified for use in the Arena, particularly any Type A funds provided to OVG for the Arena, may only be used in the Arena. Similarly, OVG understands that any funds identified for use at the Convention Center or Auditorium, particularly hotel occupancy tax funds provided to OVG for the Convention Center, may only be used at the Convention Center or Auditorium.

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 and such advance of funds is approved by the Owner in writing, Owner shall within 10 days of request from OVG showing actual expenditures made, reimburse OVG for the full amount of such advanced funds.

ARTICLE 10 FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. OVG shall keep and maintain complete and accurate records of Facility operations. OVG will retain said records for not less than 5 years following the last day of each Operating Year during which the record was generated, unless the Owner reasonably requests longer retention, in which event OVG shall make best efforts to comply. Owner shall be entitled, at its sole cost and expense, to receive copies of, inspect, and audit the records during the Term of this Agreement and for 5 years thereafter, at OVG's office during reasonable times upon not less than 24-hours' notice. Alternatively, at or after the termination of this Agreement, OVG may convey to Owner copies of all of the financial records relating to the Facility in which case it shall no longer be required to retain such records.

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. 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 arrange to provide to Owner, within 90 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 accounting principles. In addition to the foregoing, OVG shall cooperate with Owner in the preparation of the portion of the Owner's annual audit related to the Facility and provide access to any and all financial records necessary to finalize that audit.

ARTICLE 11

CAPITAL IMPROVEMENTS; OVG INVESTMENT

Section 11.1 Schedule of Capital Improvements and Upgrades. In accordance with Exhibit A-1, OVG shall provide to Owner a schedule of proposed Capital Improvements and Upgrades to be made at the Facility by February 1 of each year, for the purpose of allowing Owner to consider such projects and to prepare and update a long-range Capital Improvement budget.

Section 11.2 Responsibility for Capital Improvements. Owner shall be solely responsible for all Capital Improvements at the Facility; provided, however, Owner shall be under no obligation to make any Capital Improvements 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 Improvements. OVG may not make any Capital Improvements without specific authorization from the Owner. Notwithstanding the foregoing, OVG shall have the right (but not the obligation), upon approval of the Owner, to make Emergency Repairs at the Facility, for which Owner shall reimburse OVG for the cost of such Emergency Repairs, within 15 days' after written notice that such Emergency Repairs were completed (including reasonable proof).

Section 11.3 Responsibility for Upgrades and Maintenance and Repair. OVG will be responsible for all Upgrades and Maintenance and Repair work, which must be accomplished in accordance with Exhibit A-1.

Section 11.4 OVG Investment. During the Initial Term, OVG will make a capital contribution of up to US \$650,000 (the "**Initial Investment**") in connection with various improvements and investments at the Facility as mutually agreed by the parties, including without limitation, for equipment and other related tangible personal property (collectively, the "**Improvements and Equipment**"). OVG will use commercially reasonable efforts to provide a recommendation of Improvements and Equipment within 90 days following the Effective Date. If this Agreement is extended for the Renewal Term, OVG will, during

the Renewal Term, invest an additional total of up to US \$250,000 (the “**Renewal Investment**” and, as and if applicable, together with the Initial Investment the “**Investment**”) in connection with various additional Improvements and Equipment at the Facility, as mutually agreed by the parties. The Initial Investment shall be amortized on a straight-line, monthly basis over 120-month period commencing on the Effective Date. The Renewal Investment (if applicable) shall be amortized on a straight-line, monthly basis over a 60-month period beginning on the first date of the Renewal Term. All Improvements and Equipment, 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 11.5 Buyout Amount. Within 30 days of the expiration of 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), 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 1.5% per month, or the highest rate permitted by law, whichever is less. In such event, and without limiting any other rights or remedies available to it, OVG may reenter the Facility, with or without process of law, and remove in a commercially reasonable manner any portion of the Improvements and Equipment and retain or dispose of such Improvements and Equipment as OVG sees fit. In such event, OVG shall retain its right to receive the Buyout Amount, but any proceeds from the sale of such Improvements and Equipment, less the cost to OVG of removing, storing, and selling such Improvements and Equipment, shall reduce the Buyout Amount. Owner covenants and agrees not to permit any liens or encumbrances to attach to the Improvements and Equipment purchased with the Investment, and hereby waives any right to attach any claim, lien, or attachment to such Improvements and Equipment. Once the Investment is fully amortized or the Buyout Amount is paid in full to OVG, title to the Improvements and Equipment 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.

Section 11.6 Procurement Process. Once identified, the specific Improvements and Equipment 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. The parties shall mutually agree on a procurement process in connection with the specific Improvements and Equipment to be purchased and Owner represents that such process and OVG’s disbursement of the Investment in compliance therewith will comply with all applicable laws, rules, and regulations, including without limitation any state-specific procurement guidelines applicable to Owner.

Section 11.7 Sale of Obsolete or Unusable Equipment and Machinery. If OVG determines that any equipment, machinery, or other item of Owner’s property at the Facility is no longer of use to the Facility, OVG shall provide a memo to the Owner’s Contract Administrator detailing the desire to sell the equipment, machinery, or other item, stating the apparent value of the equipment, machinery, or other item, and detailing the proposed method of sale. In all events, OVG must adopt a method of sale that is consistent with City of Corpus Christi Code of Ordinances §17-6. OVG may not sell any of Owner’s property without explicit permission of the Owner. In selling property, OVG will use its best efforts to get the best

price for the property. Proceeds from any sale of Owner's property must be deposited in the Operating Account. Revenue from sale of Owner's property will not be included in the calculation of revenues for purposes of calculating the Incentive Fee, except that any Revenue in excess of fair market value (with such value to be mutually agreed by the parties) shall be included in Revenue for purposes of the Incentive Fee calculation.

ARTICLE 12

FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 12.1 Existing Contracts. Owner shall provide to OVG, on or before the Effective Date, copies of all Existing Contracts as set forth in Exhibit B, attached hereto. OVG shall administer and make commercially reasonable efforts to ensure compliance with such Existing Contracts.

Section 12.2 Execution of Contracts. OVG shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility. All such contracts shall be entered into by OVG, as agent on behalf of Owner. Any such material contracts shall contain 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, naming each of OVG and Owner as indemnified parties and additional insureds, respectively. OVG shall have the right to enter into, execute, and deliver contracts with users of the Facility which extend beyond or relate to dates falling after the expiration of the Term; provided that such agreements allow for assignment to Owner or a future successor manager, as appropriate. OVG must obtain written approval of Owner for all contracts with Major Users. Major Users include any professional sports team, franchise, or university using the Facility as the site of its home games, as well as any event held at the Facility whose use thereof consists of more than ten days during any Operating Year and any entity with which OVG has a multi-year or annual agreement for use of the Facility.

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 food and beverage services, ticketing services, Commercial Rights sales, web design services 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.

ARTICLE 13

AGREEMENT MONITORING AND OPEN RECORDS ACT

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 thirty (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 Texas Public Information Act. OVG acknowledges that, under current law, it is subject to the Texas Public Information Act, Chapter 552, Texas Government Code (the "**Open Records Act**"). Specifically, OVG understands that the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and agrees that the Agreement can be terminated if OVG knowingly or intentionally fails to comply with a requirement of that subchapter. If OVG receives a request under the Open Records Act for any information pertaining to the Facility or Owner, in connection with this Agreement or the services to be provided hereunder (including, without limitation, with respect to any personnel files or the management by OVG of their accounts and accounting and legal services or in connection with any of the operations of the Facility), prior to releasing any information, OVG shall notify Owner of such request in writing within 5 business days of receipt of such request, in which case it shall promptly and timely inform Owner if any of the requested information might constitute confidential, proprietary or trade secret information of Owner and/or OVG which may be exempted from disclosure under the Open Records Act, and further shall notify Owner in writing whether OVG intends to request a determination from the Texas Attorney General as to whether the requested information must be disclosed pursuant to the Open Records Act. If OVG decides to seek an open records determination from the Texas Attorney General as to whether the requested information is excepted from public disclosure, OVG must seek an Attorney General decision ("**Open Records Determination**") to the extent and within the deadlines required by law. OVG must also identify any possible third party whose privacy or property interests may be involved and they will, to the extent OVG determines appropriate, timely furnish to any such third party any statutory notice required by the Open Records Act. Further, should Owner receive a request for disclosure of information in its possession related to OVG or its services under this Agreement pursuant to the Open Records Act, Owner will promptly provide OVG notice of such request in accordance with Section 552.305 of the Texas Government Code so that OVG may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such information. The burden of establishing the applicability of exceptions to the disclosure of confidential information under the Open Records Act resides with OVG. Should OVG be unable to establish a valid exception from disclosure or exclusion from the Open Records Act, then Owner may release the information, solely to the extent necessary to comply with the Open Records Act.

Section 13.3 Attendance at Open Meetings. OVG acknowledges that Owner is subject to the Texas Open Meetings Act and that the funding for activities at the Facility may come from multiple different sources that require OVG's attendance at public meetings. Upon Owner's request, and provided that such request is made with reasonable notice, OVG agrees that its Management-Level Employees will attend meetings of the City Council, the Corpus Christi Business and Job Development Board (the "Type A Board"), and other Owner boards and commissions to discuss activities at the Facility and make budget or funding requests, as reasonably requested and noticed in advance; provided that to the extent any Management-Level Employee is unavailable for such meetings the parties shall agree on such other employees to attend. Further, OVG agrees not to engage with a quorum of any Owner governing body, including the City Council and the Type A Board, outside of any properly posted open meeting. In the event that OVG is contacted by a City Council member or a member of the Type A Board or any other City Board regarding the terms of this Agreement or requesting a formal meeting, OVG will direct the person to contact the Owner's Contract Administrator.

ARTICLE 14
INDEMNIFICATION

Section 14.1 Indemnification by OVG. ***OVG ("INDEMNITOR") SHALL INDEMNIFY AND HOLD THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES ("INDEMNITEE") HARMLESS AND DEFEND THE INDEMNITEE FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF INJURY, LIABILITY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, REASONABLE OUTSIDE ATTORNEY'S FEES, AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH OVG'S PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH INJURIES, DEATH, OR DAMAGES ARE CLAIMED TO ARISE FROM THE ACT OR OMMISSION OF AN INDEMNITEE. INDEMNITOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THE SETTLEMENT OR OTHER DISPOSITION OF SUCH CLAIMS, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO THE OWNER'S CITY ATTORNEY (AS PROVIDED IN SECTION 14.2) AND PAY ALL REASONABLE CHARGES OF SUCH ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING DIRECTLY FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIM, DEMAND, SUIT, OR ACTION.***

Section 14.2 Conditions to Indemnification. With respect to each separate matter brought by any third party against which Indemnatee is indemnified by 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, but satisfactory to the Owner's City Attorney, any proceeding, claim, or cause of action underlying such matter, except that (a) approval by the City Attorney over any counsel shall not be unreasonably withheld and in any event shall be provided (or assumed) within 2 days of submission of counsel by Indemnitor; (b) the Indemnatee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (c) the Indemnatee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnatee hereunder in connection therewith; and (d) neither Indemnitor nor Indemnatee shall agree to any settlement without the other's prior written consent. In any event, Indemnitor and Indemnatee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnatee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 14.3 Limitation on Indemnity. To the extent that OVG maintains the required insurance for the term of the Agreement and the insurance complies with all of the Owner's requirements in Section 15.1 and Exhibit D, OVG's liability under the indemnification is limited to the amount of the aggregate insurance coverage under that applicable insurance policy.

Section 14.4 Legal Costs. Notwithstanding the other provisions of this Agreement, if legal costs associated with operation of the Facility are being incurred by OVG (but excluding any incurred in connection with a third party claims for which Owner is claiming indemnity by OVG or incurred in connection with any claims by OVG against the Owner) such costs shall be considered an Operating Expense; provided that to the extent any such legal costs are associated with a third party claim relating to the Facility operations, such legal costs shall be subject to Owner's prior approval, not to be unreasonably withheld.

Section 14.5 Survival. The obligations of the parties contained in this Article 14 shall survive the termination or expiration of this Agreement.

ARTICLE 15 INSURANCE; PERFORMANCE BOND

Section 15.1 Insurance. Before performance can begin under this Agreement, OVG must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the Owner's Risk Manager and the Contract Administrator. The Owner must be named as additional insureds. The Owner's City Attorney must be given certificates of insurance or binders for all insurance required herein within 10 business days of the Owner's written request. Insurance requirements are as stated in Exhibit D, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Notwithstanding anything to the contrary herein, the cost of all insurance specifically required for this Agreement shall be an Operating Expense, including, without limitation, the cost of premiums, and the cost of any coverage deductibles, coinsurance penalties or self-insured retentions.

Section 15.2 Performance Bond. OVG will obtain and maintain a performance bond in the amount of twelve months of the Monthly Management Fee, as annually adjusted, for the benefit of the Owner. Such performance security shall be maintained in effect and held by the Owner until the expiration of the Term or earlier termination of the Agreement, and thereafter until all audits have been completed and any claims or disputes have been finally resolved. The cost thereof will be an Operating Expense.

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; and

(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.

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) except as specifically set forth in this Agreement, the Owner has not made, does not make, and hereby specifically disclaims any representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, to, as to, concerning, or with respect to (i) the nature, quality or condition of the Facility and the Facility's personal property, (ii) the suitability of the Facility and the Facility's personal property for any and all activities and uses which OVG may conduct; (iii) the accuracy or completeness of any materials provided to OVG under the provisions of this Agreement or otherwise. OVG acknowledges and consents to such disclaimer of warranties by the Owner, and OVG accepts Facility management and the Facility property AS IS, WHERE IS, WITH ALL FAULTS, based solely on its own inspection thereof. Notwithstanding the foregoing, OVG is not responsible for and does not accept or assume any liability for structural or construction defects (latent or patent), environmental claims, non-compliance with applicable Laws, or any other unsafe conditions existing at Facility as of or prior to the Effective Date or arising thereafter through no fault of OVG.

ARTICLE 17

FEDERAL TAX REQUIREMENTS

Section 17.1 Compliance with Federal Tax Requirements. OVG understands that, as of the Effective Date, all or a portion of the Facility has been financed on a tax-exempt basis (such financing, the "**Tax-Exempt Bonds**") and, as a result, until such time as the Facility is no longer financed under such Tax-Exempt Bonds, 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 or any other service provider that may be engaged by Owner or OVG with respect to 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 Tax-Exempt Bonds at the Facility and maintaining the safe harbor conditions provided in Revenue Procedure 2017-13 (as modified, amplified and/or superseded, the "**Rev. Proc.**"), and acknowledges that, as of the Effective Date, the Rev. Proc. includes the following safe harbor conditions that ensure that the Tax-Exempt Bonds will maintain their tax-exempt status:

(a) No third-party manager shall 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 any third-party manager's services at the Facility and as described in the Rev. Proc., Owner will approve: (i) each disposition of any portion of the Facility, (ii) rates charged for the use of all or any portion of the Facility, and (iii) the general nature and type of use of the Facility by OVG.

(c) Owner bears risk of loss of the Facility.

(d) No 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 Tax-Exempt Bonds at the Facility and maintaining the safe harbor conditions provided in the Rev. Proc (collectively, the "**Private Use Requirements**"). If Owner reasonably determines that any 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 ninety (90) days (a "**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 30 days following the end of the Negotiation Period; provided Owner shall be responsible for all costs of OVG in connection therewith as set forth in Section 4.3(c). If Owner does not terminate this Agreement during such 30-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 (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 Tax-Exempt 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 Tax-Exempt Bonds notwithstanding such Changes, and (ii) ensuring that the financial arrangements under this Agreement are materially maintained. Notwithstanding anything herein to the contrary, if following a Negotiation Period this Agreement is unable to be amended to the satisfaction of Owner with respect to clause (i) above, or OVG 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 30 days following the end of the Negotiation Period; provided Owner shall be responsible for all costs of OVG in connection therewith as set forth in Section 4.3(c). If neither party terminates this Agreement during such 30-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 Tax-Exempt 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 Tax-Exempt Bonds, under no circumstances shall OVG be liable for any failure by Owner to maintain the tax-exempt status of the Tax-Exempt 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 Tax-Exempt Bonds or pursuant to this Section 17 shall be termination of the Agreement as set forth in Sections 17.1 and 17.2 above.

Section 17.4 Severability. If at any time during the Term, Owner elects to re-finance the Facility with bonds that are not tax-exempt and therefore no longer subject to the Private Use Requirements, then the foregoing Article 17 shall be deemed deleted from this Agreement after the date any Tax-Exempt Bonds are no longer outstanding on the Facility.

ARTICLE 18 MISCELLANEOUS

Section 18.1 PCI Compliance. OVG agrees to comply with all current 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 physical storage of credit card data. For PCI Standards compliance purposes, Owner will provide on a segmented network, an appropriate number of wired data connections to the Internet for point of sale devices to be used by OVG and any contractors at the Facility. Owner shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist 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, 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, or age.

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. Use of the name and logo must be in compliance with the Naming Rights Agreement with American Bank.

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 a "Managed by OVG 360".

Section 18.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. 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. If either party's obligation is affected by any Event of Force Majeure, the party affected shall promptly notify the other party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon.

(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) untenable, Owner shall inform OVG within a reasonable period of time if the Owner will make the necessary repairs to the Facility. If the Owner determines that it will not make such repairs, then this Agreement will terminate, provided that Owner shall pay to OVG its costs of withdrawing from services hereunder, as described in Section 4.3(c) above. If the Owner decides to repair the Facility, but 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 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 Owner shall pay to OVG its costs of withdrawing from services hereunder, as described in Section 4.3(c) above.

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. 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, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to Owner:

City of Corpus Christi
1201 Leopard St
Corpus Christi, TX 78401
Attn: Assistant City Manager

If to OVG:

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

With a copy to:

City Attorney
1201 Leopard St.
Corpus Christi, TX 78401

With a copy to:

OVG360
150 Rouse Blvd.
Philadelphia, Pennsylvania 19112
Attn: General Counsel

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 18.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, without regard to its conflict of laws principles and such form and venue for any disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

Section 18.11 Amendments. This Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the Parties.

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

Section 18.13 Relationship of Parties. 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 18.14 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 18.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, each party will be responsible for its own attorneys' fees.

Section 18.16 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 Monthly Management Fee through the original expiration date of this Agreement upon a breach or default of this Agreement by Owner, which shall be deemed a claim for direct damages.

Section 18.17 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 electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

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

THE CITY OF CORPUS CHRISTI,
A Texas home-rule municipality

By: _____
Name: _____
Title: _____

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

By: Global Spectrum, LLC, its general
partner

By: _____
Name: Brian Rothenberg
Title: President

Parking Lot Map:



EXHIBIT A OVG DUTIES

OVG's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof:

(a) Manage all aspects of the Facility in accordance with the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, landscaping, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, parking (if applicable), and general user services.

(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) Utilize Owner-provided standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facility. Owner shall submit such form agreements to OVG 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 approval of Owner (which shall not be unreasonably withheld). For avoidance of doubt, OVG shall be under no obligation to provide legal advice or assistance with respect to the forms or any other Revenue Generating Contracts.

(f) Operate and maintain the Facility, 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) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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, provided that any necessary food and liquor licenses shall be secured by the food and beverage concessionaire at the Facility. Owner shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(m) 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.

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

(o) Pay all applicable Taxes from the Operating Account.

(p) 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.

(q) 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.

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

(s) 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.

(t) 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 Effective Date.

Exhibit A-1

DUTIES RELATED TO MAINTENANCE AND REPAIR, CAPITAL IMPROVEMENTS, AND UPGRADES

1. Maintenance and Repair

- a. OVG to complete all Maintenance and Repair as Operating Expenses in accordance with the Operating Budget and Exhibit A, except for any Emergency Repairs which are subject to Section 11.2.

2. Capital Improvements

- a. In the annual budget process, OVG will recommend Capital Improvements for inclusion in the Owner's annual operating budget. The recommendations will include information related to the priority of the individual Capital Improvements to assist the Owner in determining which Capital Improvements to include for any given Operating Year.
- b. Throughout the year, as additional issues are discovered, OVG may recommend other Capital Improvements for either the current or a future Operating Year. Each recommendation will include a recommended date by which the Capital Improvement should be completed.
- c. Owner will consider the recommendations and present budget recommendations to Owner's City Council and/or the Type A Board. Capital Improvements recommended outside the budget process will require budgetary amendments and appropriation of funds approved by City Council and/or the Type A Board.
- d. Upon approval and appropriation of funding, Owner's Engineering Department will procure and manage all aspects of the completion of the Capital Improvements.

3. Upgrades

- a. In the annual budget process, OVG will recommend Upgrades for inclusion in the Owner's annual operating budget. The recommendations will include information related to the priority of the individual Upgrades to assist the Owner in determining which Upgrades to include for any given Operating Year.
- b. Throughout the year, as additional issues are discovered, OVG may recommend other Upgrades for either the current or a future Operating Year. Each recommendation will include a recommended date by which the Upgrade should be completed.
- c. Owner will consider the recommendations and present budget recommendations to Owner's City Council and/or the Type A Board. Upgrades recommended outside the budget process may require budgetary amendments and appropriation of funds approved by City Council and/or the Type A Board.
- d. Upon approval and appropriation of funding, OVG shall procure and manage all aspects of the completion of the Upgrades except that Owner may review and approve the specifications of any Upgrades at the Owner's discretion.

Exhibit A-2
PERFORMANCE MEASURES

1. Customer Satisfaction Scores. OVG shall demonstrate quality service to customers of the Facility on evaluations related to Facility operations and services, including servicing of conventions and meetings. Owner and OVG shall cooperate in determining the form and components of the service evaluations and the process for administering such service evaluations. No more than 60 days following the start of each Operating Year, the parties shall mutually agree in writing (email shall be sufficient) upon the Customer Satisfaction Score Goal for the Operating Year.

2. Room Night Goal. OVG shall work together with the Owner and the Corpus Christi Area Convention and Visitors' Bureau to support national, regional, or tourism-related events, which increase hotel night stays in the City. In doing so, OVG will work to meet or exceed the Room Night Goal for the Facility. No more than 60 days following the start of each Operating Year, the parties shall mutually agree in writing (email shall be sufficient) upon the Room Night Goal for the Operating Year.

3. Event Day Goals. OVG shall work to increase the number of days the Arena and Convention Center is utilized. No more than 60 days following the start of each Operating Year, the parties shall mutually agree in writing (email shall be sufficient) upon the Event Day Goals for the Arena and Convention/Trade Shows for the Operating Year. Further, at the time of the approval of the Event Day Goals, OVG will provide its updated booking policy related to all events at the Facility for Owner's review and approval of any changes.

4. Repairs and Maintenance Implementation. OVG shall demonstrate quality maintenance and operation of the Facility and equipment therein, normal wear and tear excepted. OVG shall demonstrate compliance with the provision of this Agreement based upon annual review and the quarterly walkthroughs by the Contract Administrator and an annual report from OVG on the maintenance and repairs at the Facility. If there is a dispute as to whether OVG provided quality maintenance and operation of the Facility sufficient to meet this Performance Measure, then the City may hire a mutually agreeable third party to conduct a review of the Facility (which shall be paid for by the City).

5. Revenue. OVG shall work to increase the Revenue at the Facility. No more than 60 days following the start of each Operating Year, the parties shall mutually agree in writing (email shall be sufficient) upon the Revenue goal for the Operating Year.

In the event the parties cannot mutually agree in good faith on a Performance Measure for #1, #2, #3 or #5 above for any Operating Year then the Performance Measure shall remain the same from the previous Operating Year.

EXHIBIT B EXISTING CONTRACTS

Unique ID	Name	Account	Start	End	Status
1225-65-44557	Halestorm	Outback Presents	10/1/2022	10/1/2022	Definite
1225-65-45741	Ice Rays Practice	Ice Rays	10/1/2022	10/1/2022	Definite
1225-65-45715	Ice Rays vs New Mexico	Ice Rays	10/1/2022	10/1/2022	Definite
1225-65-42636	Taylor-Ortega Wedding	Stephanie Taylor	10/1/2022	10/1/2022	Definite
1225-65-46159	Ice Rays Practice	Ice Rays	10/3/2022	10/3/2022	Definite
1225-65-44978	State of the District	Corpus Christi Independent School District	10/3/2022	10/4/2022	Definite
1225-65-46127	Ice Rays Practice	Ice Rays	10/4/2022	10/4/2022	Definite
1225-65-46063	Ice Rays Practice	Ice Rays	10/5/2022	10/5/2022	Definite
1225-65-43824	Gabriel Iglesias	Icon Concerts	10/6/2022	10/6/2022	Definite
1225-65-45614	Ice Rays Practice	Ice Rays	10/7/2022	10/7/2022	Definite
1225-65-45651	Ice Rays vs Lone Star	Ice Rays	10/7/2022	10/7/2022	Definite
1225-65-45582	Ice Rays Practice	Ice Rays	10/8/2022	10/8/2022	Definite
1225-65-45588	Ice Rays vs Lone Star	Ice Rays	10/8/2022	10/8/2022	Definite
1225-65-45808	Pride Corpus Parade (Parking Lot Usage)	City of Corpus Christi	10/8/2022	10/8/2022	Definite
1225-65-43125	Dwight Yoakam	AEG Live	10/14/2022	10/14/2022	Definite
1225-65-42812	Corpus Christi Souvenir and Resort Show	Pinnacle Shows, LLC	10/16/2022	10/20/2022	Definite
1225-65-46064	Ice Rays Practice	Ice Rays	10/17/2022	10/17/2022	Definite
1225-65-46128	Ice Rays Practice	Ice Rays	10/18/2022	10/18/2022	Definite
1225-65-43150	Gas Department Safety Meetings	City of Corpus Christi	10/19/2022	10/19/2022	Definite
1225-65-46034	Ice Rays Practice	Ice Rays	10/19/2022	10/19/2022	Definite
1225-65-45710	Ice Rays Practice	Ice Rays	10/20/2022	10/20/2022	Definite
1225-65-45678	Ice Rays Practice	Ice Rays	10/21/2022	10/21/2022	Definite
1225-65-45747	Ice Rays vs Oklahoma	Ice Rays	10/21/2022	10/21/2022	Definite
1225-65-44908	Menopause, The Musical	Innovation Arts & Entertainment	10/21/2022	10/21/2022	Definite
1225-65-42513	New Wave Xpo Comic Con	New Wave Xpo	10/21/2022	10/22/2022	Definite
1225-65-37488	Black Jacket Symphony	Emporium Presents	10/22/2022	10/22/2022	Definite
1225-65-45645	Ice Rays Practice	Ice Rays	10/22/2022	10/22/2022	Definite
1225-65-44751	Ice Rays vs Oklahoma	Ice Rays	10/22/2022	10/22/2022	Definite
1225-28876	TCOLE	Texas Commission on Law Enforcement	10/22/2022	10/27/2022	Definite
1225-65-44850	Air Force Band of the West Recording Session	Air Force Band Of The West Concert Band	10/24/2022	10/28/2022	Definite
1225-65-43566	Reba McEntire	Live Nation	10/28/2022	10/29/2022	Definite
1225-65-35133	Disney on Ice	Feld Entertainment, Inc	11/2/2022	11/6/2022	Definite
1225-65-43436	Fall Summit	WellMed Medical Management	11/2/2022	11/3/2022	Definite
1225-65-45549	The Blue Man Group	Innovation Arts & Entertainment	11/4/2022	11/4/2022	Definite
1225-65-31950	NAFSA Assodation of international Educators, Region III 2022	NAFSA: Assodation of International Educators	11/6/2022	11/9/2022	Definite
1225-65-45011	Marine Corps Ball	MATSG-22	11/10/2022	11/10/2022	Definite
1225-65-44719	Ice Rays vs Amarillo	Ice Rays	11/11/2022	11/11/2022	Definite
1225-65-43309	Zach Williams	Awakening Events	11/11/2022	11/11/2022	Definite
1225-65-43825	Galvan-Buentello Wedding	Alexandra Galvan	11/12/2022	11/12/2022	Definite
1225-65-44783	Ice Rays vs Amarillo	Ice Rays	11/12/2022	11/12/2022	Definite
1225-65-32118	Southern Baptists of Texas Convention	Southern Baptists Of Texas	11/13/2022	11/15/2022	Definite
1225-65-45036	TAMUCC Basketball	TAMUCC Basketball	11/13/2022	11/13/2022	Definite
1225-65-44972	TAMUCC Basketball	TAMUCC Basketball	11/14/2022	11/14/2022	Definite
1225-65-44881	TAMUCC Men's Basketball	TAMUCC Basketball	11/16/2022	11/16/2022	Definite
1225-65-44851	TAMUCC Men's Basketball	TAMUCC Basketball	11/17/2022	11/17/2022	Definite
1225-65-43761	Pena-Olvera Wedding	Stephanie Pena	11/18/2022	11/19/2022	Definite
1225-65-44814	Ice Rays vs New Mexico	Ice Rays	11/25/2022	11/25/2022	Definite
1225-65-43341	Intocable	Viva Entertainment Network	11/25/2022	11/25/2022	Definite
1225-65-43695	Deck The Halls- Disney Featuring DCappella	ICM	11/26/2022	11/26/2022	Definite
1225-65-44846	Ice Rays vs New Mexico	Ice Rays	11/26/2022	11/26/2022	Definite
1225-65-40973	Zaragoza-Medina Wedding	Aaron Medina	11/26/2022	11/26/2022	Definite
12236	TAMPERD	Texas Association for Health, Physical Education, Recreation and Dance	11/29/2022	12/3/2022	Definite
1225-65-44877	Ice Rays vs El Paso	Ice Rays	12/1/2022	12/1/2022	Definite
1225-65-44752	Ice Rays vs El Paso	Ice Rays	12/2/2022	12/2/2022	Definite
1225-65-45039	TAMUCC Basketball	TAMUCC Basketball	12/3/2022	12/3/2022	Definite
1225-65-44973	TAMUCC Basketball	TAMUCC Basketball	12/6/2022	12/10/2022	Definite
1225-65-38660	Cheniere Holiday/Employee Appreciation Party	Cheniere	12/7/2022	12/10/2022	Definite
1225-65-40172	CC Ballet The Nutcracker	Corpus Christi Ballet	12/8/2022	12/18/2022	Definite
1225-65-42604	AFGE Holiday Party	American Federation of Government Employees	12/9/2022	12/10/2022	Definite
1225-65-35876	TAMUCC Graduation	Texas A & M University - Corpus Christi	12/9/2022	12/10/2022	Definite
1225-65-45773	A Drag Queen Christmas	M & P Presents	12/12/2022	12/12/2022	Definite
1225-65-43726	The Illusionists	Tobin Entertainment	12/15/2022	12/15/2022	Definite
1225-65-45772	Coastal Christmas 2022	American Bank Center	12/19/2022	12/23/2022	Definite
1225-65-42940	Feast of Sharing	HEB Grocery Company	12/22/2022	12/24/2022	Definite
1225-65-45836	A Magical Cirque Christmas	Live Nation	12/26/2022	12/26/2022	Definite
1225-65-46030	Ice Rays vs Shreveport	Ice Rays	12/29/2022	12/29/2022	Definite
1225-65-45970	Ice Rays vs Shreveport	Ice Rays	12/30/2022	12/30/2022	Definite
1225-65-44815	Ice Rays vs Odessa	Ice Rays	1/5/2023	1/5/2023	Definite
1225-65-44847	Ice Rays vs Odessa	Ice Rays	1/6/2023	1/6/2023	Definite
1225-65-44946	TAMUCC Basketball	TAMUCC Basketball	1/11/2023	1/12/2023	Definite
1225-65-44974	TAMUCC Basketball	TAMUCC Basketball	1/13/2023	1/14/2023	Definite
1225-65-43410	Dr. Hector P. Garcia Foundation Luncheon	Hector P. Garcia Memorial Foundation	1/19/2023	1/20/2023	Definite
1225-65-44878	Ice Rays vs Lone Star	Ice Rays	1/20/2023	1/20/2023	Definite
1225-65-44753	Ice Rays vs Lone Star	Ice Rays	1/21/2023	1/21/2023	Definite
1225-65-43120	Sophie Rojas Quince	Edith Rojas	1/21/2023	1/21/2023	Definite
13847	FCCLA Region V	Family, Career and Community Leaders of America	1/25/2023	1/28/2023	Definite
1225-65-45042	TAMUCC Basketball	TAMUCC Basketball	1/25/2023	1/26/2023	Definite
1225-65-45004	TAMUCC Basketball	TAMUCC Basketball	1/27/2023	1/28/2023	Definite
1225-65-45685	Jo Koy	Icon Concerts	1/29/2023	1/29/2023	Definite
1225-65-42965	Harlem Globetrotters	Harlem Globetrotters	2/2/2023	2/2/2023	Definite
1225-65-44721	Ice Rays vs Oklahoma	Ice Rays	2/3/2023	2/3/2023	Definite
1225-65-44785	Ice Rays vs Oklahoma	Ice Rays	2/4/2023	2/4/2023	Definite
1225-65-44911	TAMUCC Basketball	TAMUCC Basketball	2/8/2023	2/9/2023	Definite
1225-65-45073	TAMUCC Basketball	TAMUCC Basketball	2/10/2023	2/11/2023	Definite
1225-65-39340	Shen Yun	Epochtimes	2/13/2023	2/14/2023	Definite

1225-65-29712	Episcopal Diocese of West Texas	Episcopal Diocese of West Texas	2/15/2023	2/18/2023	Definite
1225-65-44816	Ice Rays vs Odessa	Ice Rays	2/17/2023	2/17/2023	Definite
1225-65-44848	Ice Rays vs Odessa	Ice Rays	2/18/2023	2/18/2023	Definite
1225-65-44947	TAMUCC Basketball	TAMUCC Basketball	2/22/2023	2/23/2023	Definite
1225-65-43344	Anime Corpus Christi	High Tide Events LLC	2/23/2023	2/26/2023	Definite
1225-65-44976	TAMUCC Basketball	TAMUCC Basketball	2/24/2023	2/25/2023	Definite
1225-65-41388	Charity League Style Show & Luncheon	Charity League	2/27/2023	3/2/2023	Definite
1225-65-44879	Ice Rays vs Shreveport	Ice Rays	3/3/2023	3/3/2023	Definite
1225-65-44754	Ice Rays vs Shreveport	Ice Rays	3/4/2023	3/4/2023	Definite
14117	SkillsUSA Texas State Leadership & Skills Conference	Texas SkillsUSA	3/27/2023	4/2/2023	Definite
1225-65-44722	Ice Rays Game (Regular Season)	Ice Rays	3/30/2023	3/30/2023	Definite
1225-65-44786	Ice Rays Game (Regular Season)	Ice Rays	3/31/2023	3/31/2023	Definite
1225-65-39891	Texas Transit Association Conference	Texas Transit Association	4/11/2023	4/14/2023	Definite
1225-65-45809	For King and Country	Jeff Roberts & Associates	4/15/2023	4/16/2023	Definite
1225-65-37871	TEMA Conference	Texas Energy Managers Association	4/25/2023	4/28/2023	Definite
1225-22434	Buc Days Rodeo & Carnival	Buccaneer Commission	5/3/2023	5/15/2023	Definite
1225-65-31022	Buc Days Parade Pachanga	Buccaneer Commission	5/5/2023	5/6/2023	Definite
1225-65-37744	TAMUCC Graduation	Texas A & M University - Corpus Christi	5/20/2023	5/20/2023	Definite
1225-65-42764	VPPPA Region VI Conference	Voluntary Protection Program Participant Region VI	5/21/2023	5/24/2023	Definite
1225-65-29709	Flour Bluff HS	Flour Bluff High School	5/25/2023	5/25/2023	Definite
1225-65-44718	London HS Graduation	London ISD	5/25/2023	5/26/2023	Definite
13033	UMC - United Methodist Rio Texas	United Methodist Rio Texas Conference	6/5/2023	6/10/2023	Definite
1225-65-43501	TxSWANA Conference	Lone Star Chapter of the Solid Waste Association of North America	6/11/2023	6/16/2023	Definite
1225-26538	AWBD	Association Of Water Board Directors/Texas	6/19/2023	6/24/2023	Definite
1225-65-42939	DPS Challenge	Texas Trucking Association	6/26/2023	6/27/2023	Definite
1225-65-45998	8 National Talent	8 National Talent	6/27/2023	7/2/2023	Definite
1225-65-37426	Corpus Christi Comic Con	High Tide Events LLC	7/27/2023	7/30/2023	Definite
1225-65-35907	TAMUCC Graduation	Texas A & M University - Corpus Christi	8/11/2023	8/12/2023	Definite
1225-65-43692	Coastal Bend Creator Con	Coastal Bend Creator Con	8/18/2023	8/19/2023	Definite
1225-23878	TX Water Utilities Association Annual School	Texas Water Utilities Association	9/18/2023	9/21/2023	Definite
1225-65-43001	TASBO 2023 Operations Academy & Facility Masters	Texas Association Of School Business Officials	10/17/2023	10/20/2023	Definite
1225-65-39372	TCOLE	Texas Commission on Law Enforcement	10/21/2023	10/26/2023	Definite
1225-65-42873	International REI Productions, Inc.	International REI Productions, Inc.	11/14/2023	11/16/2023	Definite
1225-65-41740	CC Ballet The Nutcracker	Corpus Christi Ballet	12/7/2023	12/17/2023	Definite
1225-65-35939	TAMUCC Graduation	Texas A & M University - Corpus Christi	12/16/2023	12/16/2023	Definite
1225-65-44716	FCCLA Region V	Family, Career and Community Leaders of America	1/31/2024	2/3/2024	Definite
14337	BPA Convention	Business Professionals of America	2/26/2024	3/2/2024	Definite
14110	TX Water Utilities Association Annual School	Texas Water Utilities Association	3/3/2024	3/7/2024	Definite
14118	SkillsUSA Texas State Leadership & Skills Conference	Texas SkillsUSA	4/1/2024	4/6/2024	Definite
1225-65-30990	Buc Days Parade Pachanga	Buccaneer Commission	5/3/2024	5/4/2024	Definite
13034	UMC-United Methodist Rio Texas	United Methodist Rio Texas Conference	6/3/2024	6/9/2024	Definite
14586	TAPT Conference	Texas Association For Pupil Transportation	6/20/2024	6/26/2024	Definite
1225-65-37901	The Samoyed Club of America, Inc. National Specialty	Samoyed Club of America, Inc.	10/20/2024	10/26/2024	Definite
1225-65-44717	FCCLA Region V	Family, Career and Community Leaders of America	1/29/2025	1/31/2025	Definite
1225-23910	TX Water Utilities Association Annual School	Texas Water Utilities Association	3/2/2025	3/6/2025	Definite
13182	TKOC	Knights Of Columbus-Texas State Council	4/28/2025	5/4/2025	Definite
1225-65-31053	Buc Days Parade Pachanga	Buccaneer Commission	5/2/2025	5/3/2025	Definite
13835	ATAT	Agriculture Teachers Association of Texas	7/19/2025	7/25/2025	Definite
1225-65-44621	FCCLA Region V	Family, Career and Community Leaders of America	1/28/2026	1/31/2026	Definite
1225-65-29713	Episcopal Diocese of West Texas	Episcopal Diocese of West Texas	2/25/2026	2/28/2026	Definite
1225-23942	TX Water Utilities Association Annual School	Texas Water Utilities Association	3/1/2026	3/4/2026	Definite
1225-65-43601	TEMA Conference	Texas Energy Managers Association	4/20/2026	4/23/2026	Definite
1225-65-31054	Buc Days Parade Pachanga	Buccaneer Commission	5/1/2026	5/2/2026	Definite
1225-65-31055	Buc Days Parade Pachanga	Buccaneer Commission	4/30/2027	5/1/2027	Definite

**EXHIBIT C
OPERATING BUDGET**

City of Corpus Christi - Budget Visitors Facilities Fund 4710						
Account Number	Account Description	Actuals 2020 - 2021	Original Budget 2021 - 2022	Amended Budget 2021 - 2022	Estimated 2021 - 2022	Proposed 2022 - 2023
	Beginning Balance	\$ 8,832,813	\$ 3,053,775	\$ 10,660,901	\$ 10,660,901	\$ 6,910,209
	Revenues:					
302350	Special events permits	\$ 5,000	\$ 12,750	\$ 12,750	\$ 13,700	\$ 9,500
311500	Multicultural Center rentals	32,510	32,845	32,845	17,540	16,765
311510	Heritage Park maint contract	40,646	22,200	22,200	39,954	42,876
311600	Operating Revenues - Convention Center	2,479,722	2,542,684	2,542,684	2,120,639	2,460,950
311760	Operating Revenues - Arena	1,714,500	2,002,388	2,002,388	1,800,000	2,699,581
312000	Pavilion rentals	11,465	2,500	2,500	6,550	2,500
360030	HOT Reimbursements	2,499,996	3,000,000	3,000,000	3,000,000	1,000,000
340900	Interest on investments	17,421	5,829	5,829	25,727	137,109
340995	Net Inc/Dec in FV of Investments	(1,982)	-	-	-	-
341000	Interest earned other than Investments	459	2,990	2,990	1,236	-
344000	Miscellaneous	55	-	-	-	-
	TOTAL REVENUES	\$ 6,799,791	\$ 7,624,186	\$ 7,624,186	\$ 7,025,345	\$ 6,369,281
	Interfund Charges:					
352000	Transfer from Arena/General Fund	\$ 6,680,812	\$ 3,723,705	\$ 3,723,705	\$ 3,723,705	\$ 1,043,886
	TOTAL INTERFUND CHARGES	\$ 6,680,812	\$ 3,723,705	\$ 3,723,705	\$ 3,723,705	\$ 1,043,886
	Total Funds Available	\$ 22,313,416	\$ 14,401,666	\$ 22,008,792	\$ 21,409,951	\$ 14,323,376
	Expenditures:					
12930	Bayfront Arts & Sciences Park	748,432	978,272	1,068,839	916,412	-
13600	Convention Ctr/Auditorium Ops	4,090,895	4,665,963	4,805,228	4,243,639	4,122,591
13610	Arena Capital	3,571,172	2,282,085	8,333,187	6,051,102	4,231,908
13615	Arena-Marketing/Co-Promotion	130,720	650,000	1,540,000	100,000	650,000
13616	Convention Ctr Content Development	20,000	-	125,000	-	-
13625	Arena Operations	2,510,674	2,697,641	2,711,145	2,513,401	3,449,479
13710	Cultural Facility Maintenance	164,132	180,420	304,878	275,738	170,647
50010	Uncollectible accounts	3,673	-	-	-	-
60010	Transfer to General Fund	229,781	216,198	216,198	216,198	236,736
60130	Transfer to Debt Service	183,036	183,252	183,252	183,252	182,100
10830	Cash Management	-	2,990	2,990	-	-
	TOTAL EXPENDITURES	\$ 11,652,515	\$ 11,856,821	\$ 19,290,717	\$ 14,499,742	\$ 13,043,461
	Gross Ending Balance	\$ 10,660,901	\$ 2,544,845	\$ 2,718,075	\$ 6,910,209	\$ 1,279,916
	Encumbrances	8,358,226				
	Net Ending Balance	\$ 2,302,675	\$ 2,544,845	\$ 2,718,075	\$ 6,910,209	\$ 1,279,916

Note: Funding source is from Convention and Arena operations, as well as transfers from Arena Fund and HOT Fund.

City of Corpus Christi - Budget
Hotel Occupancy Tax Fund 1030

Account Number	Account Description	Actuals 2020 - 2021	Original Budget 2021 - 2022	Amended Budget 2021 - 2022	Estimated 2021 - 2022	Proposed 2022 - 2023
Beginning Balance		\$ 2,280,777	\$ 1,938,977	\$ 5,702,259	\$ 5,702,259	\$ 4,517,197
Revenues:						
300500	Hotel occupancy tax	\$ 13,834,119	\$ 12,752,148	\$ 12,752,148	\$ 13,492,631	\$ 13,491,825
300501	Hotel occ tx-conv exp	3,962,499	3,643,289	3,643,289	3,849,504	3,854,615
300530	Hotel tax penalties-current yr	45,394	36,000	36,000	70,777	60,072
300531	Hotel tx penalties CY-conv exp	12,959	10,285	10,285	19,792	17,163
340900	Interest on Investments	1,568	233	233	13,463	135,256
340995	Net Inc/Dec in FV of Investment	(542)	-	-	-	-
TOTAL REVENUES		\$ 17,855,997	\$ 16,441,955	\$ 16,441,955	\$ 17,446,168	\$ 17,558,931
Total Funds Available		\$ 20,136,774	\$ 18,380,932	\$ 22,144,214	\$ 23,148,427	\$ 22,076,128
Expenditures:						
11305	Administration	\$ 107,784	\$ 150,000	\$ 150,000	\$ 136,225	\$ 150,000
12930	Bayfront Arts & Sciences Park	-	-	-	-	995,537
13010	Special Events	-	-	-	-	20,000
13012	Texas Amateur Athletic Federation - Games of Texas	300	250,000	250,000	250,000	-
13013	Museum of Science & History	48,899	550,000	550,000	550,000	550,000
13492	Art Museum of South Tx	350,000	350,000	350,000	350,000	375,000
13495	Botanical Gardens	40,000	65,000	65,000	65,000	70,000
13601	Convention Center	2,499,996	3,000,000	3,000,000	3,000,000	1,000,000
13605	Convention Ctr. Maint	202,911	250,000	347,676	347,676	250,000
13606	Convention Ctr. Capital	514,812	1,275,000	2,573,771	1,298,771	3,275,000
13616	Group Incentive Program (GIP)	228,482	575,000	730,825	575,000	575,000
13616	Seawall Programming	-	100,000	100,000	50,000	100,000
13640	Harbor Playhouse	-	15,000	15,000	-	-
13641	Heritage Park - Historic Tour Guides	-	6,000	6,000	-	-
13800	Convention promotion	5,299,473	5,570,077	5,570,077	6,386,812	5,933,586
13812	Texas State Aquarium	300,000	300,000	300,000	300,000	310,000
13815	Arts Grants/Projects	17,950	200,000	200,000	200,000	300,000
13816	Multicultural Services Support	358,860	378,318	378,318	378,318	365,084
13817	City Wide Wayfinding	-	500,000	500,000	50,000	450,000
13818	North Beach Plaza Historical Signs	6,396	100,000	107,753	92,625	-
13826	Baseball Stadium including Insurance	-	175,000	350,000	175,000	358,653
13835	Beach Cleaning(HOT)	1,950,000	1,950,000	1,950,000	1,950,000	1,950,000
15100	Economic Development	-	225,000	225,000	201,000	225,000
60010	Transfer to General Fund	166,191	136,715	136,715	136,715	214,668
60130	Transfer to Debt Service	2,342,460	2,138,088	2,138,088	2,138,088	2,097,312
TOTAL EXPENDITURES		\$ 14,434,515	\$ 18,259,198	\$ 19,994,224	\$ 18,631,230	\$ 19,564,840
Gross Ending Balance		\$ 5,702,259	\$ 121,733	\$ 2,149,991	\$ 4,517,197	\$ 2,511,287
Encumbrances		3,682,476	-	-	-	-
Net Ending Balance		\$ 2,019,783	\$ 121,733	\$ 2,149,991	\$ 4,517,197	\$ 2,511,287

OVG 360
AMERICAN BANK CENTER - CUMULATIVE
PRO FORMA OPERATING STATEMENT

Year 1

Number of Events		261
Total Attendance		415,750
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<u>Arena Event Revenue</u>	\$	2,302,801.00
<u>Convention Center Event Revenue</u>	\$	2,304,450.00
 Total Event Revenue	 \$	 4,607,252.00
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Total Sponsorships & Premium Seating	\$	446,280.00
 <u>In Kind Revenue</u>	 \$	 297,000.00
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TOTAL OPERATING REVENUE	\$	5,350,532.00
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<u>Indirect Operating Expenses</u>		
Total Indirect Operating Expenses	\$	6,091,752.00
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Net Before Management Fee	\$	(741,221.00)
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OVG 360 Management Fee	\$	(144,000.00)
OVG Hospitality F&B Annual Fee	\$	(240,000.00) *Assumpti
<hr/>		
Net After Management Fee	\$	(1,125,221.00)
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**EXHIBIT D
INSURANCE**

I. OVG'S LIABILITY INSURANCE

- A. OVG must not commence work under this Agreement until all insurance required has been obtained and such insurance has been approved by the Owner. OVG must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. OVG must furnish to the Owner's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Owner's Risk Manager. The Owner must be listed as additional insureds on all applicable policies, except for Workers' Compensation and Crime coverage, **by endorsement**, or by coverage through a blanket additional insured endorsement offering additional insured coverage as required by written contract. A waiver of subrogation is required on all applicable policies. **Endorsements**, where blanket coverage is not provided, must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Auto Liability Including: 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
Worker's Compensation (All State's Endorsement if OVG is not domiciled in Texas) Employer's Liability	Statutory and complies with Part II of this Exhibit D. \$500,000/\$500,000/\$500,000
Excess Liability	\$9,000,000 Per Occurrence \$9,000,000 Aggregate

Crime/Employee Dishonesty	\$1,000,000 Per Occurrence
Contractor shall name the City of Corpus Christi, Texas as Loss Payee.	
Liquor Liability	\$1,000,000 Combined Single Limit \$5,000,000 Aggregate
OVG and Any Subcontractors Are Responsible for All Damage to Their Own Equipment or Property	

- C. In the event of accidents of any kind related to this agreement, OVG must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, OVG must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by OVG will be promptly met.
- B. OVG shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, as an Operating Expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. OVG shall be required to submit a copy of the replacement certificate of insurance to Owner at the address provided below within 10 days of the requested change. OVG shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to Owner at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **OVG agrees that with respect to the above required insurance, General and Liquor liability, Auto Liability, and Excess Liability, are to contain or be endorsed to contain blanket additional insured status to Owner as required by written contract the following required provisions:**
- List the Owner and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations, completed operation and activities

of, or on behalf of, the named insured performed under contract with the Owner, with the exception of the workers' compensation policy;

- Provide coverage on a primary, non-contributory basis;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Owner; and
 - Provide 30 calendar days advance written notice directly to Owner of any, cancellation, non-renewal, reduction in coverage below the minimum required herein or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, OVG shall provide a replacement Certificate of Insurance and applicable endorsements to Owner. Owner shall have the option to suspend OVG's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the Owner may have upon OVG's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Owner shall have the right to order OVG to withhold any payment(s) if any, which become due to OVG hereunder until OVG demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which OVG may be held responsible for payments of damages to persons or property resulting from OVG's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that OVG's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2021 Insurance Requirements

Ins. Req. Exhibit

Contract for Management of American Bank Center

4/6/2022 – ALA Legal Dept.