

September 19, 2022

# Response to **RFP**

REQUEST FOR PROPOSALS

METRAPARK CAMPUS  
MANAGEMENT SERVICES

## METRAPARK

 **OVG**  
360



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1. TRANSMITTAL LETTER



**METRAPARK**

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**360**



September 19, 2022

Mr. James Matteson  
Board of County Commissioners  
PO Box 35000  
Billings, MT 59107

Dear Yellowstone County Commissioners:

On behalf of OVG360, I would first like to sincerely thank Yellowstone County (“County”) for considering our Response to your RFP for MetraPark Management Services. Over the past three years we have gotten to know the County Commission, many Yellowstone County residents and its businesses, and have fallen in love with the region’s natural beauty and landscape. We have cherished every minute of the time we have invested in becoming members of your community and have enjoyed some early successes we have shared with the County through our booking arrangement for MetraPark. We look forward to the bright future we have ahead of us should we be chosen to provide management services for MetraPark. We have developed an intimate understanding of the Billings community and market over the past three years. We understand how deeply polarizing and difficult this decision has been for many of you but hope that you can see how committed and supportive OVG360 is to the future of MetraPark and its continued success. We know change can be hard, and we understand the fears that have been loudly discussed. We also know that many of those fears are fear of the unknown and we hope that this proposal puts all of them to rest, puts your current employees at ease, and invigorates you as Commissioners on the bright future we can create together.

We will primarily focus on increasing revenues and providing extraordinary customer experiences as your MetraPark operator. After review of the financial information provided by the County, there are current opportunities for revenue growth, specifically in the food and beverage operation, creating premium experience offerings, and sponsorship sales. These revenue generating areas are OVG360’s strength and by implementing our programs ***we will reduce MetraPark’s operating deficit.*** These opportunities, along with many others, also give us the chance to create life-long memories for MetraPark’s customers who will return time and time again.

Due to our profound knowledge of Yellowstone County and MetraPark, we strongly believe that we are your best partner to take the venue to the next level and become embedded into the fabric of the community. We have targeted several initiatives which we feel make OVG360 the best choice as your partner.

### REVENUE GENERATION THROUGH SPONSORSHIP SALES

Through our partnerships division, OVG Global Partnerships, OVG360 is a leader in the sponsorship sales industry. We have identified sponsorship sales as a key opportunity to better monetize the assets of MetraPark and further enhance the event experience through tailored activations and marketing. We will take a proactive approach to significantly improve sponsorship sale by adding a Director of Sales position at the venue. ***We are confident we will more than double the sponsorship revenue in our first full year and witness revenue growth MetraPark has yet to accomplish.***

### DEDICATED FOOD AND BEVERAGE PROGRAM

We feel there is a significant opportunity to improve the customer experience and grow revenue in the food and beverage operations. Through our food and beverage division, OVG Hospitality, we will implement new creative menus, create new grab-and-go concepts that promote speed of service and revenue growth, and modern technology that will allow a more analytically-driven approach to operations through our proprietary SPAN360. We feel there are significant new premium offerings we can take advantage of by activating the numerous underutilized spaces throughout the event level of the First Interstate Arena, scaling pre-and post-show gatherings, and reinvigorating venue catering. ***We will create the best event premium experiences in Montana.*** Having OVG Hospitality’s expertise supporting and implementing new menu concepts, arena pedestrian flow, and higher service levels, combined with the addition of our proposed Executive Chef and Executive Sous Chef positions, are just a few ways we feel we can make an immediate impact.



## BOOKING & INCREASED EVENT REVENUE GENERATION

As your booking partner, OVG360 offers MetraPark a level of service and resources that no other company can come close to matching. The process in which the live entertainment industry operates has changed significantly over the past few years as touring decisions are now being made at a national level. OVG360 provides Billings with access to concert tour decision makers at the highest levels. In the time we have served in this role, we have spoken to and worked with promoters who either didn't have an existing relationship with MetraPark or hadn't returned with shows in many years. As outlined in our Response, through these conversations and relationships, we have been able to drive new business and build an even more robust future calendar.

Should OVG360 be selected to provide full venue management of MetraPark, we will be able to further enhance our level of booking service by adding a dedicated full-time employee on the ground. This will allow us to negotiate contracts, receive better agreements with promoters, and be hands-on in seamlessly running day-to-day events, which will lead to further improved event services and revenue generation. With OVG360 as your venue operator, MetraPark will realize more profitable events and a strengthened relationship with local promoters. MetraPark will also continue to benefit from the resources and information shared by members of OVG's Arena Alliance, consisting of 28 of the largest most active and successful arenas in the United States, is the most successful alliance of major arenas in the world. Formed and led by OVG, this invitation-only group of major market arenas utilizes the power of collective leverage through buying, selling, booking, and thinking collaboratively.

## STRENGTHENING EQUINE BUSINESS

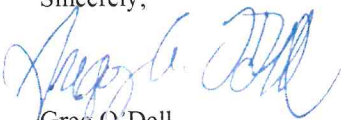
We see tremendous growth opportunity for MetraPark's equine business, as we believe it has been vastly undervalued and underutilized. With a focus on equine and agricultural events, we feel that we can drive further revenue through our strong relationships with these specific event producers. Through our discussions with promoters during our tenure providing booking services to MetraPark, we have learned that MetraPark has not been considered the most desirable place to bring their business. We are confident we can change this thought process through a collaborative and inclusive approach to doing business.

## DEVELOPMENT EXPERIENCE AND SUPPORT

OVG360 has proudly been involved in the process and has made recommendations to the County as you determine the next steps for the future development of MetraPark. Our involvement has included connecting the County with some of the nation's top architectural firms, coordinating discussions with Live Nation, meeting with agricultural groups to learn what is most important to them, assisting with design work, and collaborating on potential financial structures. We have been a consistent and dedicated partner to the County and MetraPark Board. As the world's leading sports and entertainment venue developer, there is truly no organization better positioned to assist with these potential plans. We remain committed to the future of MetraPark. Should this project move forward we would love to be an investment partner helping to make your vision a reality.

There is a reason why we are the fastest growing company in the industry and why clients from across the country are switching from other management companies to OVG360. Simply, we deliver for our clients and as we continue to collaborate, your success becomes our success. Because of our familiarity with MetraPark through our current Booking Agreement and our experience and presence in the market, we understand your vision better than anyone else. We know that we have the tenacity, support, knowledge, and passion to continue supporting your vision every step of the way. We look forward to the opportunity to continue our relationship with Yellowstone County and we are excited for a strong 2022 and beyond. We thank you for your consideration of our proposal and ask the County to conduct oral presentations at the conclusion of the RFP process to allow us to present our services in greater detail and answer any questions you may have.

Sincerely,



Greg O'Dell  
President, OVG360

### RFP Requirements:

OVG360 confirms all addenda to this RFP issued by YELLOWSTONE COUNTY have been received. OVG360's Response to this Request for Proposal shall remain valid for 90 days after the Request for Proposal deadline.

A photograph of a cowboy on a dark brown horse herding a light-colored calf in a rodeo arena. The cowboy is wearing a tan cowboy hat, a dark jacket, and brown chaps. The horse is in motion, kicking up dirt. The calf is running alongside the horse. The background shows the arena's structure and banners.

## 2. EXECUTIVE SUMMARY

**METRAPARK**

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# 2. EXECUTIVE SUMMARY

## CUSTOM APPROACH FOR METRAPARK

Leading up to and throughout this RFP process, OVG360's leadership visited Yellowstone County/the City of Billings, allowing us to become familiar with MetraPark's current operations as well as the local market. In addition to touring the venue, we met with key stakeholders and have been intimately involved in the Yellowstone County and Billings community. We have developed several key relationships in the Billings market over the past three years through our contractual booking agreement and relationship with MetraPark. OVG360 has proven to be a valuable asset through our frequent conversations with national, regional, and local promoters, leading to several confirmed bookings and a strong pipeline of special event activity for Metrapark. These meetings, combined with our industry expertise, have contributed to our ability to develop the enclosed plan to greatly enhance MetraPark's operations and profitability. This is an exciting time for the County, and we understand the importance of having a trusted partner who is passionate, constantly thinks outside the box, drives creative and innovative solutions, and ensures operational excellence. OVG360's approach, which is further detailed throughout our Response, has been developed to achieve these goals.

## VALUE ADD AND QUALIFICATIONS

We are offering Yellowstone County a venue management team unlike anything the sports, hospitality, and live entertainment industry has ever experienced. We have taken the best operators, marketers, event bookers, sponsorship sales professionals, and food and beverage service providers to create a dynamic organization that can offer a holistic approach to facility management. Through our professional experience developing and managing first-class venues and our unmatched industry and booking relationships, we will establish MetraPark as a best-in-class facility worthy of its community and market. Our ability to drive these results is backed by our core strengths, summarized as follows:



**Similar Venue Experience:** OVG360 specializes in the development and management of markets and venues similar to Yellowstone County and MetraPark, and we are thoroughly familiar with the unique complexities of multipurpose facilities that have a significant agricultural focus. Our regional footprint will allow us to share the advantages of our corporate expertise, powerful relationships, and event referral opportunities among a compelling list of venues—all of which are non-competitive with MetraPark. More than 90 (40%) of our managed facilities are in regional populations of less than 500,000 people. Venues with the strongest potential synergies for the MetraPark include:

- Budweiser Events Center at the Ranch, Loveland, CO
- Ford Idaho Center, Nampa, ID
- Ford Wyoming Center, Casper, WY
- Stormont Vail Events Center, Topeka, KS

**Regional Support:** MetraPark will benefit from a network of local and regional venues supported by OVG360's regional leadership throughout the Rockies and corporate executives offering MetraPark additional resources, oversight, and support in all facets of venue management, booking expertise, and food and beverage services.

**Experienced GM Candidates:** Because OVG360 offers each of our clients a comprehensive scope of management services, we put a seasoned staff in place that will professionally implement our management practices. This staff is overseen by an experienced General Manager who is responsible for the day-to-day management of the facility. We have a number of potential GM candidates ready to step in at MetraPark and will work with the County to hire the most qualified candidate for the position.

**Booking and Marketing Leverage:** Through our close partnership with Live Nation, as well as our local, regional, and national team of event promoters, we work diligently to increase both the quantity and the quality of concerts at every venue we operate. We have been assisting in booking First Interstate Arena since August of 2021 and, in this short amount of time, we have had an immediate impact on the opportunities provided at MetraPark. The details of conversations, leads, introductions, and action items are laid out in this proposal. This relationship has led

to multiple current hold dates, confirmed shows, and a complete reevaluation of all promoter deal structures—providing leverage, opportunity, and introductions to content providers that have not spoken to MetraPark in decades. We look forward to continuing this relationship and utilizing further resources and a dedicated booking staff to ultimately capitalize on all the opportunities available to MetraPark. Our booking capabilities, coupled with our operational efficiencies, including our proven ability to quickly flip venues after dirt events, uniquely position OVG360 to increase event activity at MetraPark.



**Unmatched Development Expertise:** As Yellowstone County assesses MetraPark's future, including developing and implementing the Master Plan, no company is more strategically aligned to help support that vision than OVG360. As the world's largest developer of sports and entertainment facilities, we can bring this unique skill set to help navigate every stage of this process including pre-opening, FF&E purchasing, and design review — strategically positioning MetraPark for maximum success.

**Aggressive Approach to Sales and Marketing:** Our local, regional, and corporate marketing teams will develop creative and effective marketing campaigns to promote MetraPark and ultimately maximize revenue. Our aggressive marketing approach focuses on promoting the venue as well as its programs, events, and tenants. Our regional presence at similar venues, including the Ford Idaho Center and Ford Wyoming Center, provides the ideal routing and marketing synergies for collaboration and growth. At the appropriate time, we also look forward to discussing OVG360's desire to invest in the growth of MetraPark and Yellowstone County.

**Experience with Fairs, Agricultural Organizations and Multi-use Complexes:** OVG360 provides operational services for the Curry County Fair in Curry County, NM (hosted at the Curry County Fairgrounds) and for the Bangor State Fair in Bangor, ME (hosted at the Cross Insurance Center). For the Larimer County Fair in Loveland, CO (hosted at the Ranch complex, home to the Budweiser Events Center), we provide support services including sales, marketing, food and beverage services, and event staffing, and for the South Texas State Fair in Beaumont, TX (hosted at the Ford Park Entertainment Complex), we oversee ticketing and the beer garden. Additionally, we work closely with the State Fair of Texas (Dallas Fair Park in Dallas, TX) and the Snake River Stampede (Ford Idaho Center, Nampa, ID) as entities that host major events in our managed facilities. Finally, through our OVG Hospitality division, we provide comprehensive food and beverage services to several major fairs including the Los Angeles County Fair, Sonoma County Fair, Ventura County Fair, Alameda County Fair, California State Fair, Orange County Fair, and the Central Washington State Fair.

**Competitive Compensation Proposal:** We are pleased to present Yellowstone County with a compensation proposal that we feel is competitive, fair, and reflects the scope of services we intend to provide. Per the RFP, our complete compensation proposal has been provided as a separately sealed document. The highlights of our proposal include the following:

- Highly competitive fees for management
- Ability for payback/rebates of management fees related to performance.
- Incentive fees designed to reduce the operating subsidy of MetraPark and the burden on the taxpayers
- OVG360 is willing to negotiate the enclosed financial proposal to align with the goals and vision of Yellowstone County
- OVG360 is open to any renewal options that are aligned with the goals of the County and in accordance with procurement law

**Significant Investment:** OVG360 is committed to investing in MetraPark and Yellowstone County. We look forward to collaborating with the County to determine ways in which this investment can be best deployed to produce revenue-generating opportunities for MetraPark.

**Maximizing Revenue and Controlling Expenses:** At OVG360, we will make Yellowstone County's goals our priority. We understand that a priority for the County is to lower the annual subsidy. To achieve this goal, we will focus on increasing the number of annual events held at MetraPark, including through the creation of ancillary events, and we will aggressively pursue sponsorship sales. Such efforts have led to our success in reducing subsidies for cities in similar scenarios. We will also be diligent in our goal of controlling expenses while increasing overall revenue for MetraPark. We are thoroughly experienced in uncovering operational inefficiencies and implementing remedies that will improve the bottom line without sacrificing service levels at the facility. This will also contribute to lowering the annual subsidy for the residents of Yellowstone County.

*"We believe that the Oak View Group would be an excellent operator for the MetraPark and a great addition to the Yellowstone County community. Should Oak View Group be the successful bidder, we anticipate working with them to achieve the highest level of success at the venue and the future of MetraPark."*

*- Michael R. Evans  
President, Live Nation Arenas*



## HOLISTIC APPROACH

OVG360 is pleased to propose a holistic approach to provide venue management, food services, and partnership sales for MetraPark. We currently provide a comprehensive solution with multiple services for more than 100 facilities. This approach benefits our clients and their venues through reduced expenses thanks to shared staffing, improved communication across all departments, shared customer service programs and training, and aligned goals and priorities.



### FOOD AND BEVERAGE OPERATIONS

OVG Hospitality is a leader in providing food and beverage services for public assembly facilities across North America. We are eager to be a part of developing the F&B program for MetraPark and to work with you to upgrade and elevate the existing program. We will develop a customized MetraPark-specific food and beverage program that will focus on the overall experience through offering guests high-quality, locally-driven offerings from retail and catering concepts that are specific to the Yellowstone County market.

### PARTNERSHIP SALES

OVG Global Partnerships is an industry leader in event and venue-based sponsorships sales. We place the strongest emphasis in the industry on generating revenue for our managed venues through aggressive sponsorship and premium seating sales. We have a professional team dedicated to driving revenue for our clients, with more than 100 salespeople located throughout North America and a national sales team in Philadelphia, PA.



OVG360's philosophy is that corporate partnerships are not only a revenue stream for a venue, but they can also contribute to the guest experience through on-site activations, in-event promotions, and other creative elements. If selected as your operator, OVG Global Partnerships will actively market and procure lucrative corporate partnerships for MetraPark. Since November 2019, OVG Global Partnerships has sold a total of 11 naming rights deals, driving more than \$1.91 billion in revenue. They are also the proud recipient of the *Sports Business Journal's* 2021 Sports Business Award for "Best in Property Consulting, Sales, and Client Services."

### ADVANCED SECURITY MEASURES

Through OVG360's premier security division, Prevent Advisors, MetraPark will have the most advanced security procedures in the industry. Prevent Advisors offers our clients cutting-edge security and technology services and best-in-class safety measures. If selected as your venue operator, Prevent Advisors will complete a rigorous security assessment of MetraPark, ensuring the effectiveness of the to-be-developed security policies and procedures.



## CONCLUSION

OVG360 is an enthusiastic, dependable, and experienced partner known for going above and beyond the expectations of our clients. We want you to know that you have our personal commitment to bring the best management approach to MetraPark. We fully understand the work to be done, and based on the qualifications and differentiators outlined in this Executive Summary and our enclosed Response, we are confident no other company is as equipped as OVG360 to deliver your desired results for MetraPark. We're pleased to confirm that our proposal is a firm and irrevocable offer, that we can perform the work requested within the stated periods, and that we can meet all requirements as set forth in the RFP.

### 3. QUALIFICATIONS & EXPERIENCES



**METRAPARK**

**OV**  
**360**

# 3. QUALIFICATIONS & EXPERIENCE

## A. TEAM ORGANIZATION

### OVG360

OVG360 represents the full suite of specialized services we can provide to public assembly facilities. From parking solutions to sustainable operations, from revenue generation to booking services, from the very best in food services to private events, when it comes to venues — we do it all! We provide services that make an impactful difference, whether it is securing entertainment content, identifying and correcting operating inefficiencies, or designing and implementing emergency procedures and policies and providing the critical staff training. Our services produce tangible results that ultimately add to your bottom line, enhance the guest experience, and make a positive impact on the communities we serve.



*We are here to be a*  
**POSITIVE DISRUPTION**  
*to business as usual in the sports  
and live entertainment  
and hospitality industries.*



TOGETHER WITH OUR CLIENTS

WE CREATE **EXCEPTIONAL PARTNERSHIPS**  
OF **WORLD-CLASS, GROWTH-ORIENTED**  
ORGANIZATIONS THAT ENABLE **ENHANCED**  
**FAN EXPERIENCES, INCREASED CONTENT**  
IN VENUES, AND **GREATER REVENUE**  
OPPORTUNITIES FOR ALL.

# OVG360 VENUE SOLUTIONS

WE AUTHENTICALLY UNDERSTAND YOUR **CONCERNS**,  
YOUR **PROBLEMS**, AND YOUR **CHALLENGES**

*because as owners/operators,*

**WE LIVE THEM TOO.**

*Let us share our*

**LEARNINGS**, OUR **SUCCESSES**, AND OUR **IDEAS** WITH YOU.





# WHAT WE VALUE

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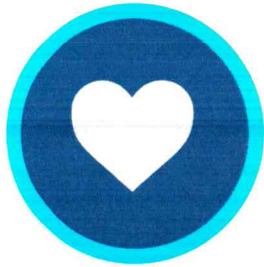
## DIVERSITY & INCLUSION

*Creating environments that reflect and celebrate the diverse communities in which we operate*



## SUSTAINABILITY

*Implementing comprehensive, sustainable solutions to improve the health of the planet*



## PUBLIC HEALTH

*Setting the standard for cleanliness, sanitization, and ventilation for all venues*



## PUBLIC SAFETY

*Reinventing security and counterterrorism for the benefit of all*



# FIRM CAPABILITIES

VG360 is committed to providing customized solutions for our clients. We listen to our clients and provide services that are appropriate based on their goals and needs. We have experience in the public assembly venue industry, managing or overseeing a variety of venues including convention centers, expo halls, arenas, university facilities, theaters/performing arts centers, and stadiums. We have a team of successful industry veterans and strategic partners that have a myriad of experience in addressing every challenge faced by venues. We can help make venues more profitable, efficient, and safe for their customers and employees.

Oak View Group (“OVG”) was created in 2015 to positively disrupt the sports and entertainment industry, leaving the industry better and stronger than where we found it. OVG is a global venue development, advisory, management and investment company specializing in the sports and live entertainment industries. Our vision is to be the world’s leading developer and manager of entertainment facilities.



OVG is comprised of eight divisions across four global offices (Los Angeles, CA; New York, NY; Philadelphia, PA; and London, England). Our executive team is full of industry veterans who have made careers out of helping entrepreneurial and independent companies stand out from the competition. OVG’s immense practical and first-hand knowledge fosters an environment of trust and ingenuity. We’re driven to protect, nurture, and bring the best out of our clients’ businesses. We are also proud of our establishment of the OVG Arena Alliance, which is comprised of 28 world-class venues partnering together for the first time in history!

*We strive through management, equity, and partner deals to be the leading hospitality, sports, and entertainment facility company in the world with a network of independent and complementary service companies that provide a direct and positive impact for our facilities, ultimately maximizing revenue streams associated with our facilities and re-defining the guest experience.*

## OWNERSHIP

Global Spectrum L.P. d/b/a OVG360 is a Limited Partnership

## ADDRESSES

Oak View Group  
Corporate Office  
11755 Wilshire Blvd.  
Suite 900  
Los Angeles, CA 90025

OVG360  
150 Rouse Blvd.  
Philadelphia, PA 19112  
518.461.1595  
ovgfacilities.com

## YEARS IN BUSINESS

Five (5) Years as OVG360, (Spectra 20+ yrs)

## SERVICES OFFERED

OVG360 is offering a full-service management solution for MetraPark. We have the experience, resources, programs, and the talent to ensure that MetraPark will operate efficiently. OVG360 will provide operational oversight and management of MetraPark, under the direction of Yellowstone County staff often referred to as a Contract Administrator (CA) who is appointed as a liaison on behalf of the County. This single point of contact ensures OVG360’s actions are aligned with the goals and ideals of the County. The CA may be consulted on key decisions such as major purchases, significant PR concerns, and event booking and financial progress. Establishing transparent and consistent communication ensures our mutual success as we act in the best interest while managing your venue and assets.



We've become a world leader in our industry by consistently proposing innovative solutions and, more importantly, by delivering top-notch results for our client-owned venues, which include arenas, amphitheaters, fairground/ equestrian centers, convention centers, recreation centers, and stadiums, as well as multipurpose civic centers, conference centers, theaters, ice rinks, and a variety of other venues.

OVG360's success — and thereby our clients' success — is built on a foundation of vast corporate resources, regionally-based leadership, rock-solid industry relationships, an unmatched team of professional, readily accessible senior management and corporate support, comprehensive employee training and development, and superior customer service.

### OUR APPROACH

We believe that the true ingenuity behind all great events comes from the ability to look at the experience as a whole and then to adjust the thousands of working details behind the scenes. We are passionate about creating great experiences and driven to make them memorable. With a meticulous craft and a customer-first philosophy, we work hard to deliver the most creative solutions to all of our clients so that together we can host the most memorable events.

OVG360 is built by the experts who specialize in it all. We are designers, builders, innovators, and proactive leaders who are passionate about the little moving parts behind every big and small event. We bring an integrated approach and customized solutions to our diverse portfolio of clients around the world.

### CORPORATE ORGANIZATIONAL STRUCTURE

OVG's organizational structure provides our clients with comprehensive, readily available, and hands-on support in all facets of venue operations. As requested by the RFP, we have included profiles for key leadership in *Appendix A* of this Response.



## B. TEAM EXPERIENCE

### PROJECT TEAM

Members of our MetraPark project team represent our local, regional, and corporate network of resources. Individual biographies of this experienced team of professionals, collectively bringing hundreds of years of industry experience in the management of similar projects, have been included in *Appendix A* of the Response.

OVG360 is committed to working with the County in finding the perfect candidate for the General Manager position at MetraPark, one that will be an engaged member of the community for years to come. In addition to making recommendations on internal candidates, we will interview current MetraPark County employees considering the GM position. Ultimately, collaboration and transparency are paramount for the approval of our General Manager candidate and we look forward to these discussions with the County.

### TRANSITION PLAN FOR METRAPARK OVERVIEW

OVG360 takes pride in our best-in-class onboarding processes and procedures. OVG360's Business Development and Client Experiences department, which is responsible for onboarding all new clients—facilitates seamless and efficient transitions. Our proven onboarding program, paired with our ongoing operational support plans, is designed to deliver memorable experiences for clients, employees, and customers. Ultimately, our success in onboarding is derived from maintaining the delicate balance of employing our powerful corporate resources as part of a customized and comprehensive plan, specifically developed for MetraPark and focused on your individual goals, objectives, timelines, and any and all other unique factors.

### THE ONBOARDING PROCESS

OVG360 has the most thorough onboarding program of any company in the industry. Once we receive notice of a contract award, our Client Experiences department triggers a comprehensive work plan across 20+ different functional teams (finance, payroll, marketing, etc.) to prepare for the critical “Go Live” date. Throughout the onboarding process, RVP, Rick Hontz, will have full access to our Client Experiences department, led by Jessica Tropp, SVP Business Development. This team coordinates all aspects of this critical process, ensuring that the GM, Regional Vice President (“RVP”), and any other key team members are equipped with the proper resources for a successful transition.

Each OVG360 transition begins with a “kick off” call, during which our onboarding team is educated on our new client account. Participants include leaders from every functional department that will play a role in the onboarding process. We then begin a thorough review of needs, obstacles, and timelines for each department—ultimately finalizing our customized onboarding plan. Upon notice of contract award, our field and headquarters teams work together to effectively and efficiently activate the new account. While in an ideal scenario there are 60-90 days to onboard a new venue, OVG360 has experience in successfully onboarding venues in 30 days or less. Our team of experienced operators, sales and marketing professionals, and network of resources will allow us to fully prepare for a smooth “Day 1” of operations on your behalf. We do this all while keeping the current staff fully informed and engaged in the ongoing transition. At no point will staff feel uninformed or worried about their status of employment. OVG360 is committed to keeping existing staff and finding all available opportunities for growth.

Finally, OVG360's network of venues allows for extensive benchmarking and analysis. On an as-needed basis, functional experts will be sent on-site to review and assess current strengths and weaknesses of the complex's operations, including everything from facility maintenance, to financial reporting procedures, to staff qualifications, and even utility expenses and sustainable initiatives.

**THE ONBOARDING PLAN**

OVG360's proprietary onboarding plan has over 500 line items for a venue management transition, ensuring that no detail is overlooked. This comprehensive onboarding plan serves as a checklist that is prioritized, time-sensitive, and categorized by department—outlining responsibilities to be fulfilled by our corporate support teams, functional area leaders, and the on-site staff. Each task description includes timing for completion as well as warning dates by when critical tasks must be completed to ensure a successful day one.

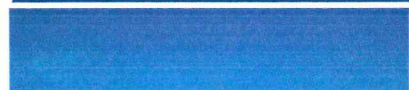
Regular calls and meetings are held throughout the process to review progress made on the onboarding plan. During each call, updates are provided and immediate priorities are reviewed. We focus on celebrating successes and developing solutions for any obstacles at hand. Discussion points from the call are included in a weekly status report (sent to Yellowstone County), which is utilized to facilitate communication across our onboarding and

executive leadership teams while leveraging post-call momentum to continue to focus on key tasks.

We also have tremendous expertise transitioning clients from our competitors' management. OVG360 has transitioned the following clients from ASM Global:

1. Miami Beach Convention Center - Miami Beach, FL
2. Jim Whelan Boardwalk Hall and Atlantic City Convention Center - Atlantic City, NJ
3. Ford Park Entertainment Complex - Beaumont, TX
4. Ford Idaho Center - Nampa, ID
5. Stormont Vail Events Center - Topeka, KS
6. Navy Pier - Chicago, IL
7. Jackson Convention Complex - Jackson, MS
8. Lynwood Convention Center - Lynwood, WA
9. Baltimore Arena - Baltimore, MD
10. PPG Paints Arena - Pittsburgh, PA
11. American Bank Center - Corpus Christi, TX
12. Federal Way PAC - Federal Way, WA

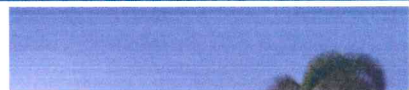
**OVG360 RECENTLY TRANSITIONED CLIENTS**



30-Day transition from third-party manager



3-Month transition from City management



45-Day transition from third-party manager



"It has been encouraging to work with OVG360 during the transitional phase of our partnership. The accessibility and transparency have been welcoming and dynamic shift in how management companies engage a new destination client." - *Rickey Thigpen, MSL President & CEO VISITJACKSON (Jackson Convention Complex - Jackson, MS)*



"From March 2020 onward, it was a tough year. However, once OVG came on board, we were presented with a budget and a plan to move forward. OVG worked closely with our existing employees under a very tough situation. The level of detail OVG brought to the table was amazing. OVG also trained our existing employees and got them on board with their plans and ideas. It is an ongoing process, of course, and we all look forward to the day when large events can occur in our facility again. I know that we made the right choice when we chose OVG. It has been a breadth of fresh air even during these challenging times." - *Carrie Goodwin Fenwick, Chairman of the Board, Charleston Coliseum and Convention Center (Charleston, WV)*

## TRANSITION TASK FORCE

For the MetraPark transition, OVG360 has developed our initial Transition Task Force (illustrated below). This group of individuals collectively brings hundreds of years in the industry and have onboarded countless accounts to OVG360's management. Biographies for key members of the Transition Task Force have been provided in *Appendix A* of this response

### EXECUTIVE LEADERSHIP



**Hank Abate**  
President,  
Northeast  
Region



**Rick Hontz**  
Regional VP

### REGIONAL & AGRICULTURAL



**Brad Murphy**  
General Manager, Ford  
Wyoming Center



**Gary Heath**  
Director of Operations,  
Ford Idaho Center

### CLIENT RELATIONS & ONBOARDING/BD



**Matt Lashoff**  
Director, Business  
Development



**Jessica Tropp**  
SVP, BD Sales Support/  
Onboarding

### FINANCE



**Nalana Hinds**  
SVP, Corporate  
Controller



**Tyler Fike**  
VP, Finance

### SALES & MARKETING & COMMUNICATIONS



**Marissa  
Dionne**  
VP, Marketing



**Adam Flack**  
Regional Marketing  
Director



**Michelle Hopewell**  
Regional Marketing  
Director



**Blair Cardinal**  
VP, Corporate  
Communications

### HUMAN RESOURCES, BENEFITS, TALENT ACQUISITION, & PAYROLL



**Ann  
Jackson**  
Chief People &  
Culture Officer



**Christi Donofrio**  
Human Resources  
Business Partner



**Earnest Liggins**  
VP, People and  
Culture



**Julia Anderson**  
Director, Benefits &  
Compensation



**Geri  
Helling**  
Director,  
Payroll

### OPERATIONS & SUSTAINABILITY



**Mike Ahearn**  
SVP,  
Operations



**Dan Rubino**  
Dir, Special  
Projects



**Brian Rothenberg**  
EVP & General  
Counsel



**Laurie Kleinman**  
VP, Risk  
Management



**Elsa Knouse**  
Manager, Licensing  
and Procurement

### LEGAL, LICENSING & RISK MANAGEMENT

### INFO TECHNOLOGY



**Peter Surhoff**  
Vice President  
Information Technology,

### PARTNERSHIPS SALES



**Bryan Furey**  
SVP, Partnerships



**Laurie Kemmit**  
RVP, Partnerships



**Mike Czopek**  
Regional Director  
Partnerships

### FOOD SERVICE & HOSPITALITY



**Ken Gaber**  
President, OVG  
Hospitality



**Jeremy Dilley**  
District Manager,



**Jay Satenspiel**  
Senior Vice President

## RECRUITMENT OF KEY STAFF

A significant focus of our Transition Plan for MetraPark will be the impact this process will have on MetraPark's existing team members, some of whom have worked for Yellowstone County and serviced the venue's clients for years. OVG360 understands the effect this process will have on them and their families. Our transition process is grounded on respecting that impact and working with each team member, stakeholder, local union, and contractor to ensure that the experience is a positive one.

OVG360 is willing to commit to finding positions for all current staff members. We anticipate sitting down with County representatives and aligning with the goals and initiatives for MetraPark and its valuable team members. We understand change is hard and want to make this transition seamless, productive, and rewarding for all of those involved. Current union employees will stay employed with that union after the transition, and all union contracts stay in place.

## THE EMPLOYEE ONBOARDING PROCESS

OVG360 has extensive experience with transitioning employees from the public sector and other private management firms. In every transition, our first priority is simple: putting current employees at ease. We treat all current employees with fairness, honesty, and empathy, easing them through the transition process by providing thorough explanations and complete transparency each step of the way. We also ensure that an OVG360 human resources representative is on-site throughout the entire transition, further facilitating a smooth process for everyone involved.

OVG360 will transition all MetraPark staff to OVG360's employment, payroll, and benefits. For those who decide to join the OVG360's team, they will find a new world of support and leadership allowing them to excel in their chosen field.

Our OVG360 HR department will be on-site immediately following an award in advance of the contract start date to assist all current employees with an explanation of their benefits, benefit options/selections, and guidance through the paperwork and application process. Working closely with members of

our Transition Task Force, our HR team will also:

- Finalize the management organization chart/staffing plan
- Revise job descriptions, as needed
- Assist Managers in filling appropriate job vacancies
- Develop effective labor relations with existing bargaining units, as needed

## FILLING OPEN POSITIONS

Where there may be open positions, OVG360 is committed to filling those opportunities from within the local community wherever possible and providing the extensive training and mentoring that will allow new team members to immediately prosper within their MetraPark roles. We intend to work with several groups within the community to support our local hiring efforts. OVG360's HR department will post all open positions through Paylocity, which feeds numerous employment sites including Teamwork Online.

## ASSIGNMENT OF CONTRACTS

OVG360 understands that "revenue generating" contracts, "service" contracts, and "materials" contracts are different. We will honor all existing contracts at the onset of our management agreement. We understand that each type of contract is unique and will need to be individually reviewed and managed accordingly. Gaining a complete understanding of MetraPark's service delivery requirements and the prioritization of contracts to be reviewed is critical to the process. The process will be separated into the following priorities.

### **PRIORITY 1 – TIME SENSITIVE CONTRACTS**

OVG360 will work with Yellowstone County on evaluating these contracts during the transition period.

### **PRIORITY 2 – CONTRACTS THAT ARE CONSIDERED TO BE "CRITICAL TO BUSINESS CONTINUITY"**

This will be a preliminary list of contracts that we believe could cause a service interruption or could have a significant impact on MetraPark operations and/or on the physical aspects of Yellowstone County. These contracts will be handled with urgency and sensitivity. The preliminary list will be modified following input from the key stakeholders.

### **PRIORITY 3 – CONTRACTS THAT WHILE IMPORTANT ARE NEITHER “TIME SENSITIVE” NOR “CRITICAL” TO BUSINESS CONTINUITY.**

Once we have a complete understanding of the needs from both procurement and the users’ perspectives, we will meet with each vendor in order to understand any supply, ordering, and payment processes and issues from their perspective. Finally, we will identify and implement any possible cost saving initiatives.

### **CONVERTING FINANCIAL ACCOUNTING AND EVENT MANAGEMENT SYSTEMS**

The accounting and event management systems portion of our onboarding plan will address the procedures necessary to convert the existing financial reporting systems to an OVG360 operation. During the transition period, OVG360 will work with the county to transition all pertinent financial information to our accounting software system (Net Suite, an Oracle Product).

### **WORKING WITH UNIONS THROUGHOUT THE TRANSITION**

Throughout the transition process, beginning upon contract award, our leadership team will place a dedicated effort on working with union labor (along with all service providers) to transition their services. We understand the importance of continuity with their services and will ensure that they have a positive experience throughout the process, with our team providing thorough communication throughout. Our full understanding of the needs and nuances of relationships unions and service provider will be a critical aspect of our ability to succeed.

Our involvement with unions include carpenters, ushers, stage hands, electricians, conversion crews, engineers and more. Each of our buildings has its own staffing model that works for the particulars of that account. Our role as third-party managers is to be adept at operating under different sets of rules in order to meet the needs of our clients. In short, we avoid cookie-cutter models. We will utilize our years of experience working with North American Labor Unions to help foster their membership and expand upon the relationships that have been established throughout the Billings Community.

OVG360's philosophy toward union labor is the following:

- Provide fair wages, reasonable work rules, and good working conditions
- Treat union officials as part of our management team
- Work cooperatively and flexibly to create more event activity
- Include union members in our company-wide customer service program, PEAK

### **THE TIME FRAME FOR EXECUTION OF THE OVERALL TRANSITION PLAN**

At the onset of our agreement, we will create an onboarding checklist for the MetraPark transition. This checklist, which would be finalized in conjunction with our Transition Task Force and Yellowstone County, outlines key dates for when each task line-item should be completed.. Upon award of the contract, work to finalize this checklist would begin immediately, with all responsibilities assigned to key members of our MetraPark Transition Task Force.

### **TRANSITION TIMELINE**

On the following pages we have included a high-level transition timeline. This will be customized to specifically meet our needs for MetraPark.



<b>HUMAN RESOURCES</b>	
<b>ANN JACKSON, CHIEF PEOPLE AND CULTURE OFFICER</b>	<b>TIMELINE</b>
Evaluate existing employees and offer employment	7 days prior to start; if not possible, day 1
Hire General Manager and new employees, if any, as approved by the County	GM hire – prior to contract start; Other new employees within 15 days
Review OVG360 benefits	7 days prior to start; if not possible, day 1
Put part-time employees on payroll	Within 10 day of contract start
Review and implement Affirmative Action Plan	Immediately adopt existing AAP
Develop staff evaluations	Within first 90 days of contract start
Undertake salary reviews (full & part-time existing employees)	Within 30 days of contract start
Develop part-time event staffing levels	Within 30 days of contract start
Develop a system for processing job applications	Within 10 days of contract start
Fill appropriate full-time vacancies	Within 30 days of contract start
Develop effective labor relations with existing bargaining units	Within 30 days of contract start
Enroll employees in benefits package	Day 2 of contract start
Implement Performance Management Program	Within 30 days of contract start
Implement Customer Service Program	Within 30 days of contract start

<b>FINANCE &amp; ADMINISTRATION</b>	
<b>NALANA HINDS, SVP FINANCE, CORPORATE CONTROLLER</b>	<b>TIMELINE</b>
Evaluate and select bank for deposit of Operating Funds	Within 1st week of contract start
Set up cash accounts	Within 1st week of contract start
Purchase accounting software	Within 1st week of contract start
Set up chart of accounts	Within 30 days of contract start
Order manual checks	Within 1st week of contract start
Order purchase orders	Within 1st week of contract start
Order invoices	Within 1st week of contract start
Establish accounting policies and procedures	Within 30 days of contract start
Establish cash management procedures	Within 30 days of contract start
Input vendor listing	Within 30 days of contract start
Format financial statements	Within 45 days of contract start
Establish event settlement forms and policies	Within 30 days of contract start
Update administrative forms, letterhead, and business cards	Within 30 days of contract start

<b>PAYROLL</b>	
<b>GERI HELDRING, DIRECTOR, PAYROLL</b>	<b>TIMELINE</b>
Be ready for payroll transmission to the corporate office	Within 1st week of contract start
Purchase computer(s)	Within 30 days of contract start
Order all forms needed for new hires	Within 1st week of contract start
Input all current employee information	Within 1st week of contract start
Design time sheet	Within 1st week of contract start
Purchase and install all necessary software, (i.e. MAS-200)	Within 30 days of contract start
Establish payroll accounting codes	Within 1st week of contract start
Install phone line for transmittal	Within 1st week of contract start

<b>OPERATIONS</b>	
<b>MICHAEL AHEARN, SVP OF OPERATIONS, ASSISTED BY DAN RUBINO, DIRECTOR OF PROJECTS</b>	<b>TIMELINE</b>
Validate floor plan(s) for all events	Immediately
Develop an overall customized operations plan	Within 90 days of contract start
Develop an emergency manual	Immediately
Obtain Master Plans for the venue	Within 30 day of contract start
Review Capital Improvement Fund and 5-Year Plan	On-going
Set schedules for part-time employee training and re-training	Within 30 days of contract start
Develop written policies for all operations departments	Within 90 days of contract start
Develop a positive relationship with Paramedics	Within 30 days of contract start
Train all part-time supervisors	Within 30 days of contract start
Inventory all existing equipment	Immediately
Develop all daily and weekly clean-up activities	Immediately
Survey all electrical panels and outlets	Within 60 days of contract start
Inventory & distribute keys/develop distribution system	Immediately
Establish necessary ADA & Safety Committees/appoint in-house ADA and Safety Coordinator	Within 60 days of contract start
Develop a pest control program	Within 60 days of contract start
Develop a safety program and disaster committee	Within 90 days of contract start
Develop a positive relationship with police and fire	Ongoing
Review and revise admissions and crowd control procedures	Within 30 days of contract start
Review exit capacity/potential problems and solutions	Within 60 days of contract start
Implementation of computerized venue maintenance plan	Within 90 days of contract start
Conduct complete inventory of all fixed assets	Within 90 days of contract start
Review, update, implement and enforce an Emergency Response Plan	Within 60 days of contract start

<b>CLIENT RELATIONS</b>	
<b>MATT LASHOFF, BUSINESS DEVELOPMENT &amp; CLIENT RELATIONS</b>	<b>TIMELINE</b>
Establish an immediate and direct line of frequent communication with the Client and any other stakeholders	Immediately
Develop an approval system for major decisions and regular reports to the Client	During contract negotiations
Designation by the Client's Administrator for OVG360 Agreement	During contract negotiations
Establish measurable goals for OVG360 performances, i.e., key performance indicators	During contract negotiations

<b>MARKETING &amp; PUBLIC RELATIONS</b>	
<b>MARISSA DIONNE VP, MARKETING AND CMO; AND BLAIR CARDINAL, VP, CORPORATE COMMUNICATIONS</b>	<b>TIMELINE</b>
Develop a marketing plan including an advertising sales coordination plan	Within 90 days of contract start
Conduct market research and customer surveys	Within 30 days of contract start and ongoing
Review national publications and prepare a media-buying plan	Within 30 days of contract start
Develop a public relations plan announcement	Implementation of plan within 30 days of contract start
Create press announcement	Within 1st week of contract start

<b>ADVERTISING &amp; SPONSORSHIP SALES</b>	
<b>BRYAN FUREY, SVP PARTNERSHIPS LAURIE KEMMIT, RVP, PARTNERSHIPS</b>	<b>TIMELINE</b>
Meet with existing advertisers and sponsors	Within 30 days of contract start
Attempt to standardize inventory	Within 90 days of contract start
Prepare advertising signage, sponsorship, pouring and branding rights and premium seat rate schedule	Within 90 days of contract start
Agree on plan to pool unsold inventory and develop revenue sharing allocation system	Within 90 days of contract start
Develop an "in-house" advertising agency	Within 60 days of contract start
Identify new sources of advertising revenue (e.g., parking lot, outdoor marquees, reader boards, restrooms, etc.)	Within 60 days of contract start

EVENTS	
RICK HONTZ, REGIONAL VICE PRESIDENT AND GENERAL MANAGER CANDIDATE	TIMELINE
Develop and review Calendar of Events	Immediately
Confirm all events/holds	Immediately
Review current and proposed contract (Event License Agreement) forms	Within 60 days of contract start
Review event files and confirm executed license agreements	Immediately
Establish positive and cooperative relations with promoters	Immediately
Review all event revenue streams (i.e., concessions, ticketing, sponsorships, merchandise, etc.) to increase revenues	Immediately review - gradual results
Maintain/improve upon current relationships with established venue users	Immediately
Attempt to open up the Venue to as many outside promoters as possible	Immediately
Focus on booking concerts, performing arts events, family shows, conferences, meetings, banquets, parties, light tradeshows and other special events	Immediately
Review "Meeting Planner Guide" with the CVB	Immediately

## RELATIONSHIP BETWEEN CORPORATE LEADERSHIP AND ONSITE MANAGEMENT

### OVERSIGHT OF METRAPARK

MetraPark will benefit not only from expert corporate support from some of the industry's most experienced leaders but from OVG360's regional support personnel, who will make frequent trips to visit the operations of MetraPark. To ensure that our clients receive world class management and corporate support, OVG360 will also utilize our regional and subject matter expert oversight system. This organizational system places a personalized focus on our clients and aligns them with industry leading executives who are within close proximity to their venues or experts who can best understand the specific needs of the venue. OVG360's operations will be overseen by RVP Rick Hontz; Regional Marketing Manager based out of Iowa Events Center, Adam Flack; and from a corporate capacity, President of OVG360 Northeast Region, Hank Abate and Senior Vice President, Doug Higgons. These individuals will provide immediate support upon award starting with the onboarding and transition process. As highlighted throughout this Response, we believe we have several outstanding General Manager candidates as well as a willingness to interview existing MetraPark employees for the position.

### RESOURCES FROM CENTRAL OFFICES

OVG360's corporate leaders provide comprehensive support and leadership in each respected area of a venue's operations, including marketing, operational services, food services, financial monitoring, and promotion and training. OVG360 employs 2,800 full-time associates, which include our local teams working on-site at our client properties and our divisional and corporate leadership, departments of which include finance/accounting, legal, risk management, procurement, communications, marketing, and more. OVG360 is fully equipped with the resources and expertise to provide industry-leading service to MetraPark utilizing our corporate resources.

## STRATEGY FOR MINIMIZING IMPACTS OF STAFF TURNOVER

OVG360 is confident in our ability to recruit and retain a quality, trained, and regular workforce at MetraPark. Our goal is to attract key supervisory staff and returning seasonal staff to ensure continuity for guests and management. We are recognized as an employer of choice because of the training and environments that we create for our teams. Our on-site managers are encouraged to continue to develop opportunities for employees to grow and advance within our organization. Our plan is not to eliminate any existing positions. Our typical approach when assuming management at a new facility is to conduct a thorough on-site assessment prior to finalizing an organizational chart (which the County will have full approval rights over). Our goal is not to make a difference on the bottom line by cutting positions. We are committed to keeping all current MetraPark staff and providing significant opportunity for their future. As we work with the County to unearth operational inefficiencies within the organization, we are sure to find significant potential synergies within roles which may lead to organizational chart modifications.

## HIRING LOCALLY

To show our commitment to Yellowstone County and existing staff at MetraPark, OVG360 will look to recruit local employees from Montana State University Billings, especially for part-time staff. Additionally we will strive to attract local community members for key positions throughout the Complex. We will also lead a robust recruiting effort to utilize local not-for-profit organizations to staff box offices, concession stands, and other event day operation areas.

## INTERNSHIP OPPORTUNITIES

Another way to minimize staff turnover is to utilize our relationships with local universities. In every market that has a university, we develop internships programs. Our internship program is well thought out and gives us the potential to develop employees in our company. We use this as a learning experience for the student and give them hands on experience in our industry. We also welcome our company leaders to be guest lecturers, teach classes and become mentors for these students. We plan on bringing this program to MetraPark and developing a pipeline to our company for these students.

# C. COMPARABLE PROJECTS

## PAST & CURRENT COMPARABLE PROJECTS

Provided on the following pages are detailed profiles of OVG360 properties that are most relevant to MetraPark based on size and market. These profiles include detailed information regarding marketing, sales, event production and promotion, operational strategies, facility specifications, market size, hosted events, and key successes for each. We have also included historical profit and loss information for select venues as a confidential enclosure to this Response. These facilities include:

- Ford Idaho Center, Nampa, ID
- Budwesier Events Center at the Ranch Complex, Loveland, CO
- Stormont Vail Events Center, Topeka, KS
- Dallas Fair Park, Dallas, TX
- Ford Wyoming Center, Casper, WY
- Curry County Events Center & Fairgrounds, Clovis, NM
- Cross Insurance Arena, Bangor, ME

OVG360's regional presence in the Mountain West is a core competency of our management plan for MetraPark. MetraPark will benefit from a network of nearby venues supported by OVG360's regional leadership throughout the Rockies as well as our corporate executives, offering MetraPark additional resources, oversight, and support in all facets of venue management, sponsorship sales, booking expertise, and food and beverage services.

We specialize in the development and management of markets and venues similar to Yellowstone County and MetraPark, and we are thoroughly familiar with the unique complexities of multipurpose facilities that have a significant agricultural focus. Our regional footprint will allow us to share the advantages of our corporate expertise, powerful relationships, and event referral opportunities among a compelling list of venues—all of which are non-competitive with MetraPark.

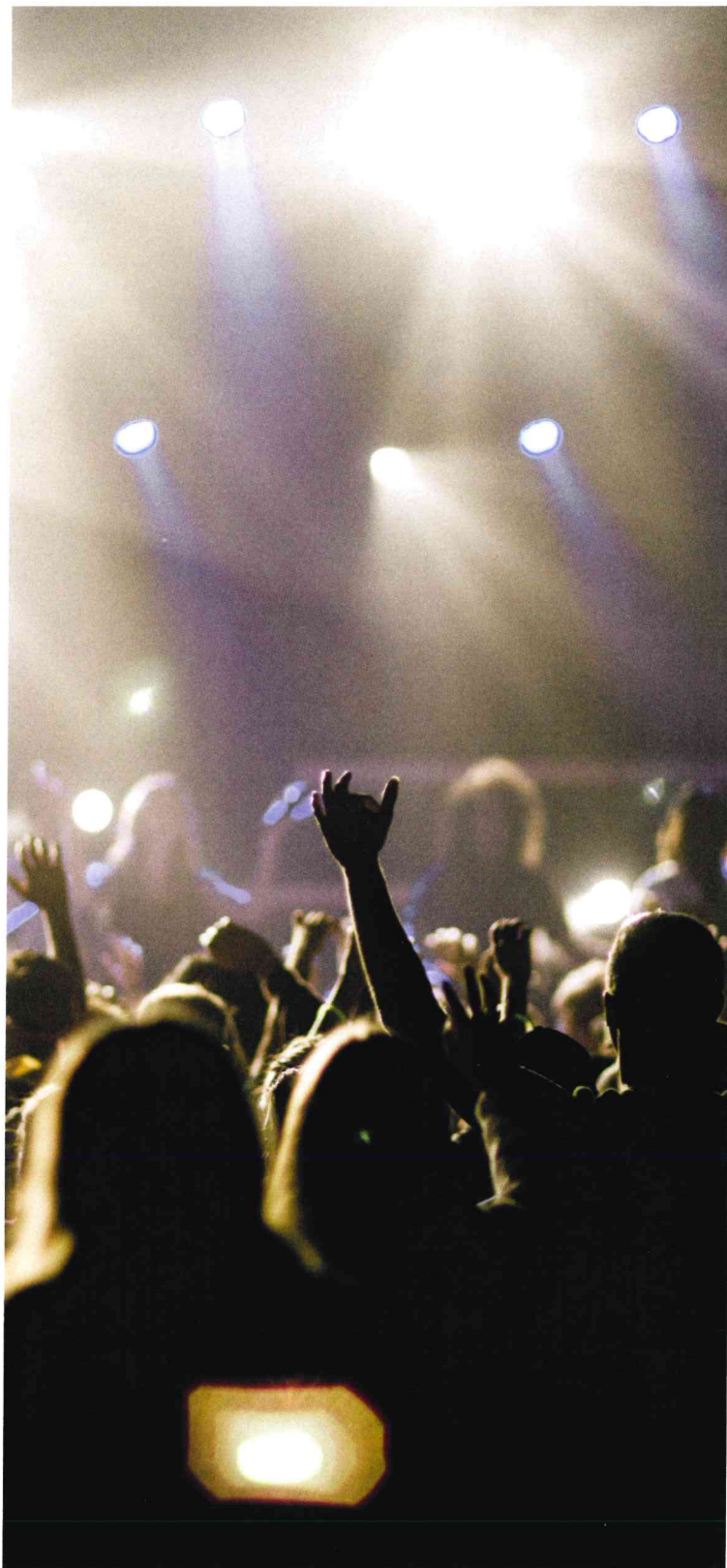
Venues with the strongest potential synergies for MetraPark include:

- Budweiser Events Center at the Ranch, Loveland, CO
- Ford Idaho Center, Nampa, ID
- Ford Wyoming Center, Casper, WY
- Stormont Vail Events Center, Topeka, KS
- Spokane Arena, Spokane, WA

MetraPark will be further supported by Kendra Ziler (Ford Wyoming Center, Director of Marketing), Tyler Gambrell (Regional Director of Marketing), and Marissa Dionne (Vice President, Marketing). Our regional presence at similar venues, including the Ford Idaho Center and Ford Wyoming Center, provides the ideal routing and marketing synergies for collaboration and growth.

### WORKING WITH MUNICIPALITIES

OVG360 has achieved unprecedented growth, with our partner facilities surpassing 230 venues worldwide. Our clients choose us because of our manageable size; the depth and talent of our corporate support team; the ready access they have to our senior management team on both the corporate and regional level; and our stellar track record of financial success for our venues. The majority of these clients are municipalities (like Yellowstone County), providing us with the expertise needed to serve as your agent for MetraPark.



# Ford Idaho Center Complex

Nampa, ID



## VENUE OVERVIEW:

**Venue Capacity:** 12,000

**DMA Ranking:** 106

**OVG360's role:**

Complete Venue Management Services

**Length of Time Providing Service:** 2015 - Present

**Food and Beverage Provider:** Sodexo

**Ticketing Service Provider:** Paciolan

**Tenants:**

- Snake River Stampede (Hall of Fame PRCA Rodeo)
- Idaho Horsemen (America West Conference Indoor Football)

**Notable Events & Accomplishments:**

- Hosts 130+ events on an annual basis, with an overall attendance of 393,000+
- OVG360 has exceeded the set budget for each year of operation.
- Venue finished at a profit for the first time in 23 years (3rd year with OVG360) in 2018
- Sponsorship sales have nearly doubled in three years

## SUMMARY:

The Ford Idaho Center is the premier Multi-Event Complex in the Pacific Northwest. Attend a concert, convention, sporting event, trade show, or an equestrian show, and you will be treated to a first-class experience at the Ford Idaho Center. We are centrally located between Seattle, Portland, Reno, and Salt Lake City. With air transportation just twenty minutes away at the Boise Airport, we are truly at the Crossroads of the Northwest.

Ford Arena is a multipurpose arena with max capacity of 12,000. The flexibility of the venue lends itself to hosting events of many types; ranging from conventions, tradeshow, and gala's, to concerts, family shows, and motorsports. All events can find a home at Ford Arena.

Since the inaugural Idaho Cutting Horse Association's 2002 Futurity with over 400 horses and participants, the Ford Idaho Horse Park has blossomed into the Northwest's leading horse facility. With over 110 acres and the ability to house 850 horses, folks come from all over the country to make the Ford Idaho Horse park their home for their horse show. The Ford Idaho Horse Park hosts a variety of events each year including NCHA, NRCHA, NRHA and Arabian championship shows.

## CONTACT INFORMATION

16114 N Idaho Center Blvd,  
Nampa, ID 83687

## VENUE CONTACT

Andrew Luther  
208.442.3360  
Andrew.Luther@oakviewgroup.com

## CLIENT CONTACT

Debbie Kling  
Mayor, City of Nampa  
208.565.0000 (O)  
208.4685.4001 (C)  
dkling@cityofnampa.us

## MAXIMIZING REVENUE & MINIMIZING EXPENSES

OVG360 regularly assumes management of facilities with operating subsidies. We have had tremendous success in reducing these subsidies on behalf of our clients through streamlining operations, minimizing operating expenses, more effectively selling and marketing the facility, generating historic levels of sponsorship revenues, and reengaging with event promoters who, in some cases, have never booked the facility/haven't in years. A case study regarding our ability to accomplish this in Nampa, ID is featured below. We are confident in our ability to make an improvement to the bottom line at the MetraPark Campus utilizing similar methods.

### FORD IDAHO CENTER SUCCESS

OVG360 was hired by the City of Nampa in 2015 to assume management of the Ford Idaho Center, which includes a 12,000 seat arena, a 100,000 square foot sports center, an 11,000 seat amphitheater, and a 97,500 square foot indoor horse park. Prior to OVG360's management, the facility had been managed by a competitor for nearly 20 years and had long been supported by a publicly funded subsidy. In OVG360's first year of management we were able to streamline the operations department, drastically cutting expenses and increasing employee moral. Additionally, our General Manager was able to use OVG360's relationships with event promoters to reintroduce promoters to Nampa who hadn't been there in 5-10 years. As a result, we were able to book 16 more unique events in our first year of management alone. Our corporate partnerships division successfully added over \$90,000 of new business in our first year of management as well. In total, OVG360 was able to reduce the operating subsidy by \$450,000 in our first year of management. After three years, the building generated an operating profit for the first time in its history.





# Budweiser Events Center at the Ranch Loveland, CO



## VENUE OVERVIEW:

**Venue Capacity:** 7,200

**DMA Ranking:** 17

**OVG360's role:**

- Complete Venue Management Services
- Food Services & Hospitality
- Partnerships - Premium Seating Sales
- Partnerships - Naming Rights
- Partnerships - Sponsorship Sales

**Length of Time Providing Service:** 2003 - Present

**Food and Beverage Provider:** OVG Hospitality

**Ticketing Service Provider:** Paciolan

**Tenants:** Colorado Eagles Hockey

**Notable Events & Accomplishments:**

- David Bowie
- NCAA Mens DI Ice Hockey Loveland Regional 2021, 2022, 2026
- Old Dominion
- Shinedown
- Judas Priest
- Chicago
- Steve Martin & Martin Short

The Budweiser Events Center at The Ranch Events Complex, located in Loveland, Colorado, is a 7,200 seat multi-purpose venue, which opened in September 2003, and is home to the Colorado Eagles of the American Hockey League.

This multipurpose facility can host hockey, basketball, indoor football, family shows in any configuration, rodeos and other dirt events, diverse concert settings in various capacities, trade shows, and several dozen setups to accommodate just about any event. The Budweiser Events Center, less than an hour's drive from Denver and Cheyenne, has become the focal point for sports and entertainment in Northern Colorado.

## SUMMARY:

### CONTACT INFORMATION

5280 Arena Circle,  
Loveland, Colorado 80538  
970.619.4000

### VENUE CONTACT

Keller Taylor  
Regional VP & General Manager  
Keller.Taylor@oakviewgroup.com

### CLIENT CONTACT

Diana Frick, MBA  
Interim Director, The Ranch, Larimer  
County's Event Complex  
970.619.4008 (O) 970.576.0641 (M)  
dfrick@larimer.org

# Stormont Vail Events Center Complex Topeka, KS



## VENUE OVERVIEW:

**Venue Capacity:** 10,000

**DMA Ranking:** 33

**OVG360's role:**

- Consulting
- Complete Venue Management Services
- Partnerships - Premium Seating Sales
- Partnerships - Naming Rights
- Partnerships - Sponsorship Sales

**Length of Time Providing Service:** 2017 - Present

**Food and Beverage Provider:** Heart of America Food Service

**Ticketing Service Provider:** Ticketmaster

**Notable Events & Accomplishments:**

- 2018 President Trump's Topeka Rally
- Capital City Carnage
- Blizzard Bash
- Cirque Du Soleil

## SUMMARY:

The Stormont Vail Events Center is a premier convention and live entertainment center in the Midwest; there is an exciting new renovation paired with historic buildings creating a storied, state-of-the-art facility. There is a professional, motivated, and enthusiastic staff that works hard to provide successful events and lifelong memories to all citizens of not only Topeka, but all of Kansas. Events range from family shows to concerts, Demolition Derby to horse shows, sporting events to trade shows and conventions, the facilities serve an vital role in boosting tourism and local traffic to restaurants, and retail to the ever growing and developing Topeka, Kansas.

Landon Arena, boasting a 10,000 person capacity, is climate controlled and features computerized lighting, closed-circuit TV security, a state-of-the-art sound system, a 13-foot drive-in entrance, plenty of power, and built-in ice capabilities. This facility also hosts volleyball, boxing, wrestling, basketball, along with family shows, exhibitions and even high school graduation.

## CONTACT INFORMATION

One ExpoCentre Drive  
Topeka, KS 66612-1442  
785.235.1986

## VENUE CONTACT

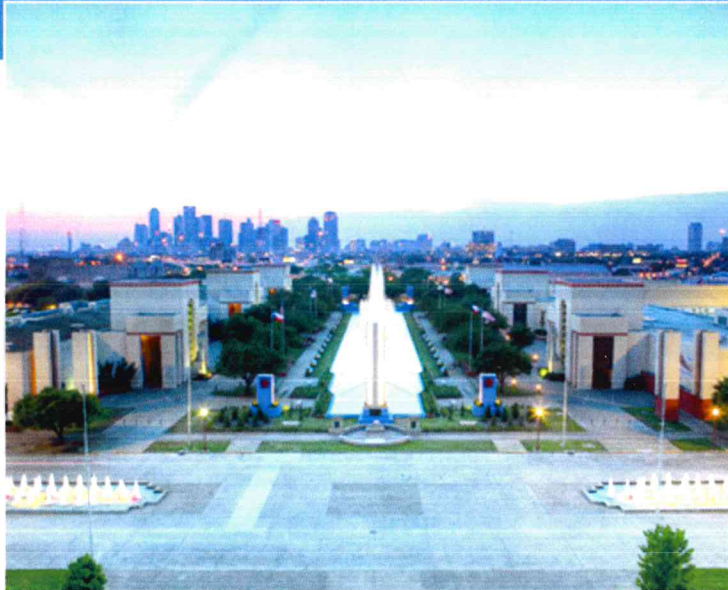
Kellen Seitz  
785.235.1986  
Kellen.Seitz@oakviewgroup.com

## CLIENT CONTACT

Jim Crowl  
Shawnee County Counselor / Shawnee  
County Kansas  
785.845.0657 (O)  
785.251.4042 (C)  
james.crowl@snco.us

# Dallas Fair Park Complex

Dallas, TX



## VENUE OVERVIEW:

**Venue Capacity:** 92,000+

**DMA Ranking:** 5

**OVG360's role:**

- Complete Venue Management Services
- Hospitality
- Partnerships - Naming Rights
- Partnerships - Sponsorship Sales

**Length of Time Providing Service:** 2018 - Current

**Food and Beverage Provider:** Hospitality

**Ticketing Service Provider:** Ticketmaster

**Notable Events & Accomplishments:**

Over five million visitors come every year to explore Fair Park's diverse array of venues and landmarks.

## SUMMARY:

Like nowhere else! Located just two miles east of Downtown Dallas, Fair Park is a National Historic Landmark that boasts one of the nation's largest collections of 1930s Art Deco art and architecture. The 277-acre campus is home to the State Fair of Texas, the Hall of State, Cotton Bowl® Stadium, an outdoor amphitheater, the Music Hall, museums, and over one thousand events every year. Fair Park has a distinguished history of hosting large park-wide events, from the NHL's Winter Classic to the State Fair of Texas. However, with over 20 bookable venues and locations inside Fair Park, there is an option for all event producers. Resident Institutions include African American Museum, Dallas Historical Society - Hall of State, Dallas Summer Musicals - Music Hall at Fair Park, Daughters of the American Revolution - DAR House, Friends of Fair Park - Magnolia Lounge, Live Nation - Dos Equis Pavilion, State Fair of Texas, Texas Discovery Gardens, and WRR Radio.

## CONTACT INFORMATION

3809 Grand Avenue,  
Dallas, TX 75210  
214.670.8400

## VENUE CONTACT

Peter Sullivan  
214.670.8463 (O)  
480.889.4570 (M)  
Peter.Sullivan@oakviewgroup.com

## CLIENT CONTACT

Darren James, Fair Park First Board  
President  
214.742.0400 X701

# Ford Wyoming Center

Casper, WY



## VENUE OVERVIEW:

### Venue Capacity:

- Half House: 4,060
- Theater: 2,280 for theater
- Basketball: 6,850
- Full House: 8,050

### OVG360's role:

Complete Venue Management Services

Food Services & Hospitality

Partnerships - Sponsorship Sales

**Length of Time Providing Service:** Since 2016

**Food and Beverage Provider:** OVG Hospitality

**Ticketing Service Provider:** Paciolan

### Notable Events & Accomplishments:

- Recipient of the 2019 Industry Partner of the Year Award from Visit Casper!
- Nominated for the 2019 Casper Chamber of Commerce Large Business of the Year Award
- Self-Promoted "Booze & Bacon" event nominated for Sunset Magazine's Reader's Choice Award for Best Food or Drink Festival

## SUMMARY:

The Ford Wyoming Center is the premier multi-purpose events facility in the state. If it's happening in Wyoming, chances are it's happening at the Ford Wyoming Center. Built high on a hill overlooking the city, Casper Mountain, and the scenic Platte River Valley, the Ford Wyoming Center is Wyoming's Center for entertainment.

## CONTACT INFORMATION

1 Events Dr, Casper,  
WY 82601  
307.577.3030

## VENUE CONTACT

Brad Murphy  
General Manager  
307.235.8448  
brad.murphy@oakviewgroup.com

## CLIENT CONTACT

Zulima Lopez  
Zlopez@casperwy.gov  
307.235.8361

# Curry County Complex

Clovis, NM



## VENUE OVERVIEW:

**Venue Capacity:** Curry County Fairgrounds has 4 separate buildings for year-round use including an indoor Pavilion which hosts 35-45 events (Weddings, Quinceaneras, Birthday parties, concerts, banquets, etc.) per year. The fairgrounds also includes the outdoor Mounted Patrol arena which facilitates events such as rodeos, equestrian style events, and motor sports.

### OVG360's role:

- Complete Venue Management Services
- Food Services & Hospitality

**Length of Time Providing Service:** Since 2009

**Food and Beverage Provider:** OVG Hospitality

## SUMMARY:

The Curry County Events Center and Fairgrounds attract over 100,000 guests to Clovis, New Mexico, annually. The multi-purpose facility is home to equestrian events, dog shows, community graduations, the annual Pioneer Days Rodeo, trade shows, circuses, and the Curry County Fair. In addition to the 96,000 square foot Events Center, the facility boasts an entire fairground with a Mounted Patrol Arena, multi-function Pavilion, and the 4-H Building.

With approximately 96,000 square feet, the climate-controlled, indoor arena can fully extend the limits of your space and creativity. The venue includes spectator seating for approximately 3,300 people (including 294 premium seats) and availability of an additional 3,200 seats on the arena floor, this setting is ideal for your ultimate event.

Curry County Fairgrounds is host to the 2nd largest fair in the State of New Mexico. Attractions include the 4H & FFA Livestock Show/Sale, over 120 food and commercial vendors, Carnival, Specialty events in the outdoor arena, both Tejano and Country music concerts, and much much more.

## CONTACT INFORMATION

1900 E Brady Ave,  
Clovis, NM 88101  
575.935.7000

## VENUE CONTACT

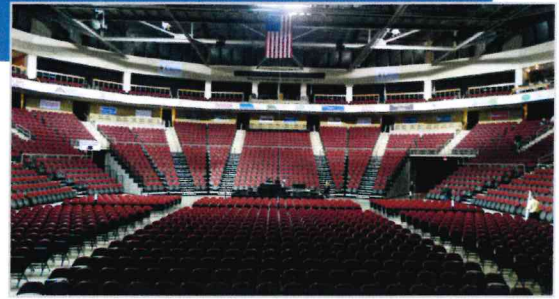
Kyle Messick  
kyle.messick@oakviewgroup.com

## CLIENT CONTACT

Ben Roberts, Public Services Director/  
Curry County New Mexico  
575.799.6277  
broberts@currycounty.org

# Cross Insurance Center Complex

Bangor, ME



## VENUE OVERVIEW:

### Venue Capacity:

- Concert: 6,904
- Basketball: 4,808
- Theater: 4,808

**DMA Ranking:** 156

### OVG360's role:

- Pre-Opening
- Complete Venue Management Services
- Food Services & Hospitality
- Partnerships - Premium Seating Sales, Naming Rights, Sponsorship Sales

**Length of Time Providing Service:** 2012 - Present

**Food and Beverage Provider:** In-House

**Ticketing Service Provider:** Ticketmaster

### Tenants:

- University of Maine Basketball
- Maine Harvest Festival,

### Notable Events & Accomplishments:

- Over 2,000,000 square feet available over the entire Bangor State Fairgrounds
- Site of the Northern Maine High School Basketball Tournament and State Championship Cheering & Basketball
- Elton John, Ringo Starr, John Fogerty, and more!

## SUMMARY:

The Cross Insurance Center is the flagship facility in the Northeast region, combining a state-of-the-art convention center and large arena to be able to host and accommodate any sort of event. Our helpful and enthusiastic staff is always there to help assist to make every event as successful as possible, no matter how big or small. Opened in 2013, the Cross Insurance Center features a large horse-shoe designed set-up that can accommodate various types of shows and events. The home of the University of Maine Basketball, the Maine Harvest Festival, and various other epic concerts, the Cross Insurance Center is the crown jewel for entertainment in the State of Maine.

The Convention Center at the Cross Insurance Center is the best facility for trade shows, conferences, small meetings, and more in the Northeast. With over 20 meeting rooms available, the Convention Center can meet any gathering needs. Along with great meeting spaces, the Convention Center at the Cross Insurance Center boasts a large ballroom that can be broken into smaller sections. The perfect location for your weddings and reception dinners!

## CONTACT INFORMATION

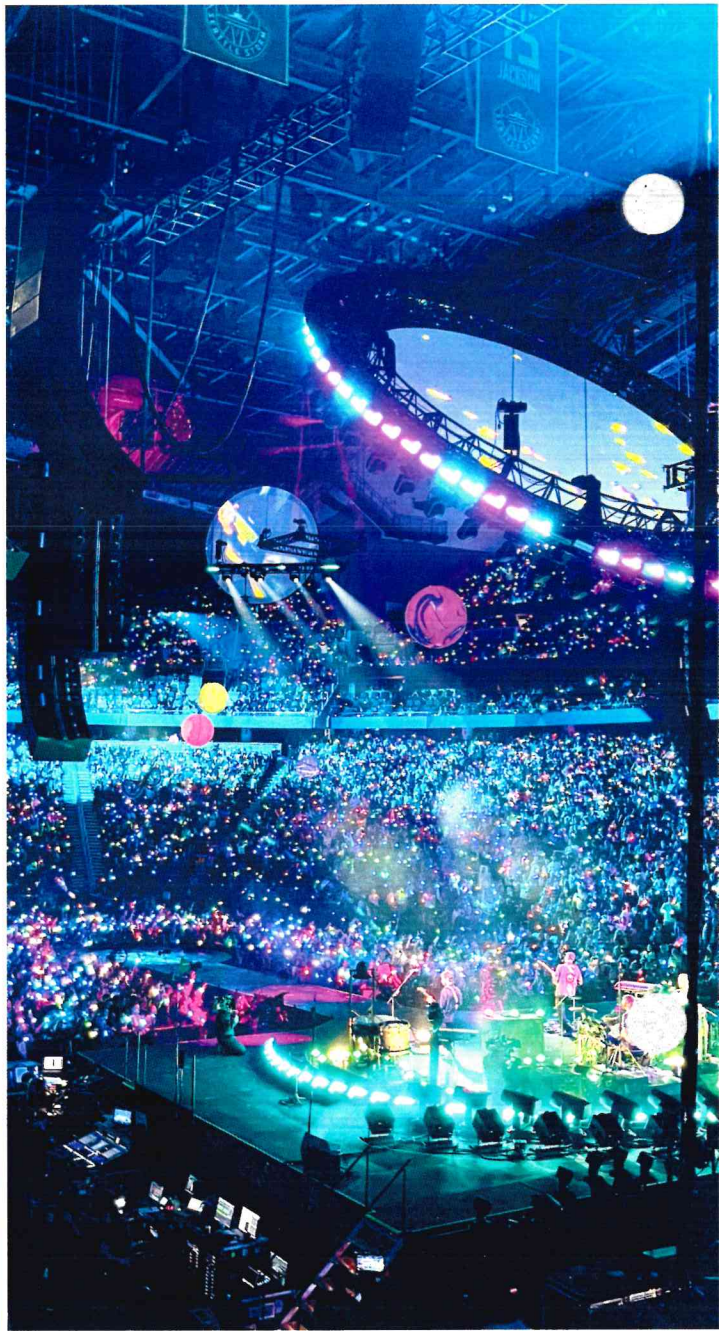
515 Main St, Bangor, ME 04401  
207.561.8300

## VENUE CONTACT

Anthony Vail  
207.561.8302  
Anthony.Vail@oakviewgroup.com

## CLIENT CONTACT

Debbie Laurie (Interim Contract Administrator), Director of Finance, City of Bangor  
207.992.4253 (O)  
207.735.5037 (C)  
Debbie.Laurie@bangormaine.gov



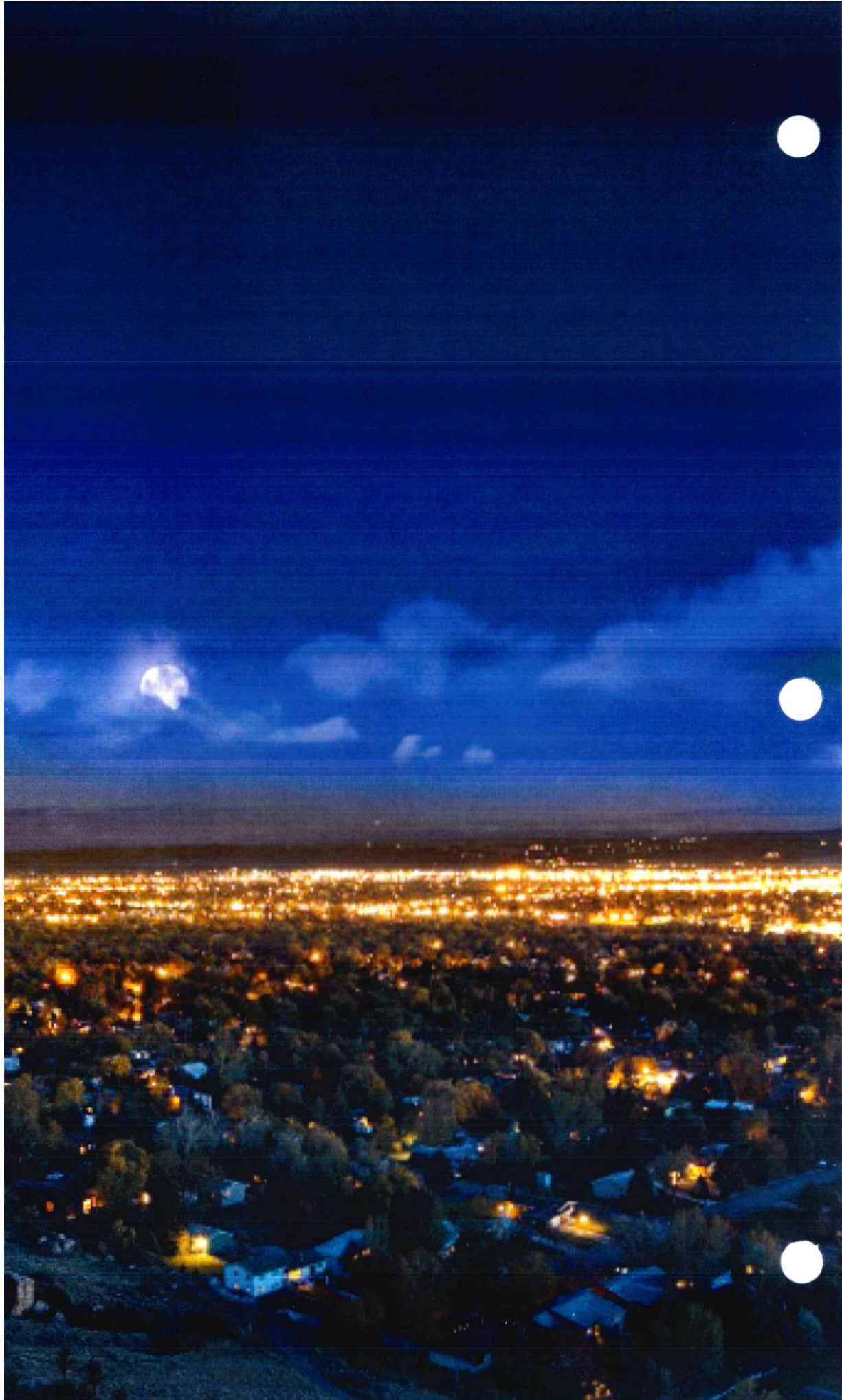
4. KEY PERSONNEL

THE ROSE FRONT  
AT THE METRA

**METRAPARK**

**OVG**  
360





## 5. VENDOR HISTORY

**METRAPARK**

**OVG**  
**360**

# 5. VENDOR HISTORY

## COMPANY PROFILE

VG360 was incorporated in 2017. OVG360 is the wholly-owned facility management subsidiary of Oak View Group, a global advisory, development and investment company for the sports and live entertainment industries based in Los Angeles, CA. In 2021, OVG acquired Spectra, which has been in business for more than 20 years. OVG is structured as a holding company comprised of subsidiary service companies, strategic investments, and partnerships. Those subsidiaries and divisions include: OVG360, OVG Hospitality, OVG Media and Conferences, OVG Business Development, OVG Arena and Stadium Alliances, OVG Global Partnerships, OVG College, Elevate, and Prevent Advisors. Each of these subsidiaries are highlighted on the following pages.

With the customized OVG360 full management solution, we will bring our knowledge and expertise into every element of facility management of MetraPark. OVG360 will be contracted by the Yellowstone County to represent the facilities' owner as an agent and as such, we work at the direction of our clients and under the restrictions of a client-approved budget. We will make a comprehensive effort to customize our programs based on the true needs of the county. We do not have pre-conceived solutions and will use our vast experience operating venues to establish best practice operating procedures that are most beneficial to the county, MetraPark facilities, and the local community.


## NUMBER OF EMPLOYEES

OVG360 employs 2,800 full-time associates, which include our local teams working on-site at our client properties and our divisional and corporate leadership, departments of which include finance/accounting, legal, risk management, procurement, communications, marketing, and more. OVG360 is fully equipped with the resources and expertise to provide industry-leading service to MetraPark utilizing our corporate resources.

## CORPORATE OFFICE ORGANIZATIONAL STRUCTURE

Our Corporate Office Organizational Structure is described in *Section 3. Qualifications and Experience*, earlier in this Response.

## OVG DIVISIONS

 **OVG Hospitality** is a leader in providing best-in-class hospitality services to public assembly facilities, and we proudly provide these services on behalf of more than 250 partner facilities across North America. OVG Hospitality has been in operation for more than 20 years, remaining at the forefront of culinary excellence through continually challenging the norms and seeking to improve our operations to maximize guest and client satisfaction while offering food that is local, fast, fun, and delicious. As a division of OVG360, we are driven to make a positive disruption to business as usual in the sports and live entertainment and hospitality industries. While the operating structure of MetraPark's food services was not addressed in the RFP process, OVG Hospitality is prepared to deploy the resources necessary to manage all food services within the MetraPark campus. Upon selection, OVG Hospitality will analyze and recommend an operational structure that best fits MetraPark and the County.

MetraPark will have full support from the OVG Hospitality team throughout the duration of our management agreement for no separate fee. This includes purchasing benefits, creative menu concepts, and competitive pricing options to bring MetraPark’s food and beverage operations to the next level for all consumers. The uniqueness of OVG Hospitality and OVG360 is that MetraPark will receive all services under one umbrella, creating a seamless and cost-efficient model aimed at improving customer service. Financially, OVG Hospitality’s food and beverage operation simply acts as another managed service where all revenue and expenses drop to the bottom line of the complex.



**OVG Global Partnerships** is Oak View Group’s sponsorship and storytelling division. Led by a team of former senior marketing executives for Fortune 500 companies, OVG Global Partnerships connects world class sport and entertainment properties with world

class brands who want to build and communicate a compelling story to their customers through sports and live entertainment.

They are relentless in their pursuit to help clients drive unparalleled engagement and build brand love. They have built some of the most culturally relevant and unique partnerships in sports, entertainment, music, fashion, and corporate social responsibility — partnerships that influenced and created culture over the past decade. From large-scale naming rights to multi-faceted sponsorships and media partnerships, their industry knowledge gives them unprecedented ability to structure, execute, and derive maximum value from these partnerships.

Current clients of OVG Global Partnerships include The Broad Museum, SBE, FELD, the Arena Alliance, Climate Pledge Arena, and Belmont Arena. Their team has over 20 years of experience on the property side of sports and live entertainment and has built successful careers on negotiating mutually beneficial outcomes with world class brands. They understand the unique personalities and needs for both the brand and the venue.

OVG GLOBAL PARTNERSHIPS HAS SOLD OVER \$1.9 BILLION IN SPONSORSHIP IN LESS THAN FOUR YEARS



OVG GLOBAL PARTNERSHIPS HAS SUCCESSFULLY SOLD 11 NAMING RIGHTS DEALS SINCE NOVEMBER 2019, DRIVING OVER \$1 BILLION IN REVENUE



## OVG360 PREMIUM SERVICES SALES

OVG360 team members have formed innovative sales strategies, designs, and implementation plans for premium seating programs for dozens of our operated venues. Coupling our valuable experience with creative approaches to the sales process, OVG360 has been able to exceed premium seating goals and achieve a high level of success for our premium seating clients. Our approach to premium seating and hospitality sales is customized for each client. We focus on long-term suite and seat ownership as well as renting available areas on an event-by-event basis to ensure that maximum revenue is generated from these high-profile locations. We develop custom hospitality packages that entice patrons and corporations through the inclusion of preferred parking, catered food and beverage, special event access, and premium experiences that are tailored to the needs of customers in your market.

## INVENTORY DEVELOPMENT

Premium seating is a constantly-evolving facet of the sports and entertainment industry. OVG360's primary goal when developing a premium seating program is to maximize revenue for each individual seat and to provide enough variety of inventory to increase revenue potential across various types of buyers, from a CEO, to an everyday fan. Previously, we have developed multiple diverse premium seating programs that include a variety of options such as:

- Luxury suites
- Club box seats
- VIP clubs
- Loge seats
- Bunker suites
- Courtside seats

## COMPREHENSIVE APPROACH

OVG offers multiple premium seating possibilities for our clients. Different premium seating options attract various prospects. By understanding an ever-evolving marketplace, we have a better understanding of our clients and can provide more strategic sales solutions.



### LUXURY SUITES

The largest and most expensive

of premium purchases, this option is presented as a long-term investment. Suites offer a private, intimate environment and are ideal for entertaining employees, prospects, and clients. Suite holders enjoy premier amenities, such as VIP parking, catering credits, and concierge services. Suites can also be sold on an individual event bases at an escalated price point.



### CLUB BOX SEATS

Club box seats offer the same

premium amenities to a larger audience without the commitment of a luxury suite. In addition to upgraded seating, these seats usually include access to a private bar. Businesses can provide a unique experience through these seats compared to general bowl seating, making this an ideal solution for a small- to mid-sized company that wants premium benefits.



### VIP CLUBS

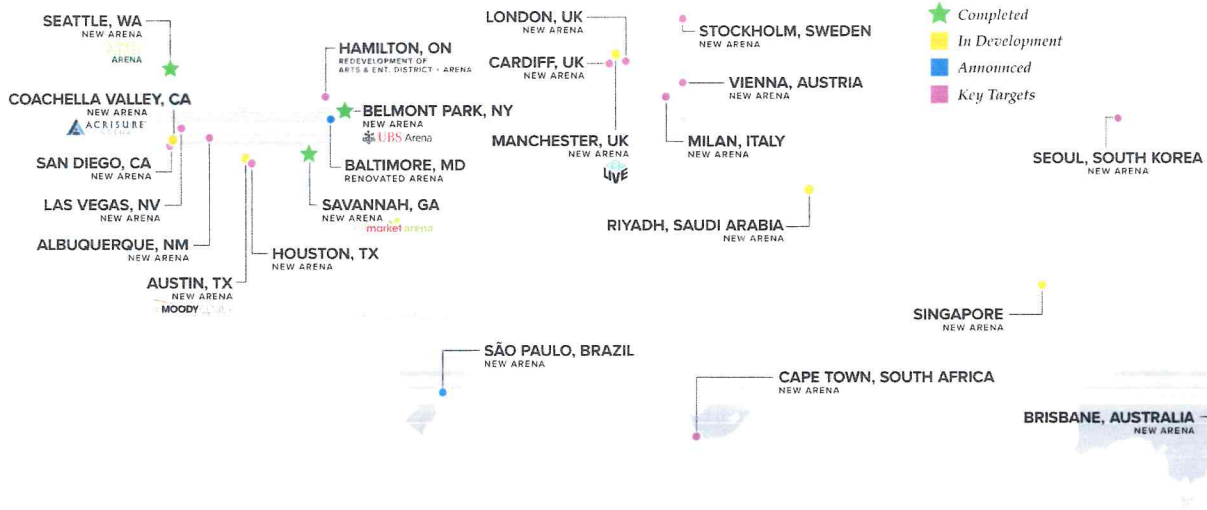
A trend in the entertainment

industry, VIP Clubs offer guests additional amenities designed to further enhance the premium experience. This can include a unique vantage point, private restrooms, or exclusive amenities. These clubs meet both the business and entertainment needs for guests and further enforce the benefits of premium amenities.



Headquartered in London, England, OVG International will develop a global footprint reinforcing the Arena and Stadium Alliance, already successfully developed in the United States, by attracting leading and like-minded venues from Europe, Asia, and the Middle-East with a common goal to Book Together, Sell Together, Buy Together, and Think Together. We do this while investing capital in new owned and operated venues in core markets with strategic partners.

Our global expertise focuses on local insights and local talent while providing OVG with a unique venue and live event offering in some of the world's most iconic cities which are under-served. Our leadership and investors give OVG International and our partners the agility to get ahead of the trends that shape the world's fastest growing urban cores. OVG International is also tasked to connect our properties with the largest international brands building unique partnership relationships where all parties are aligned with mutual interests of revenue generation and equity creation

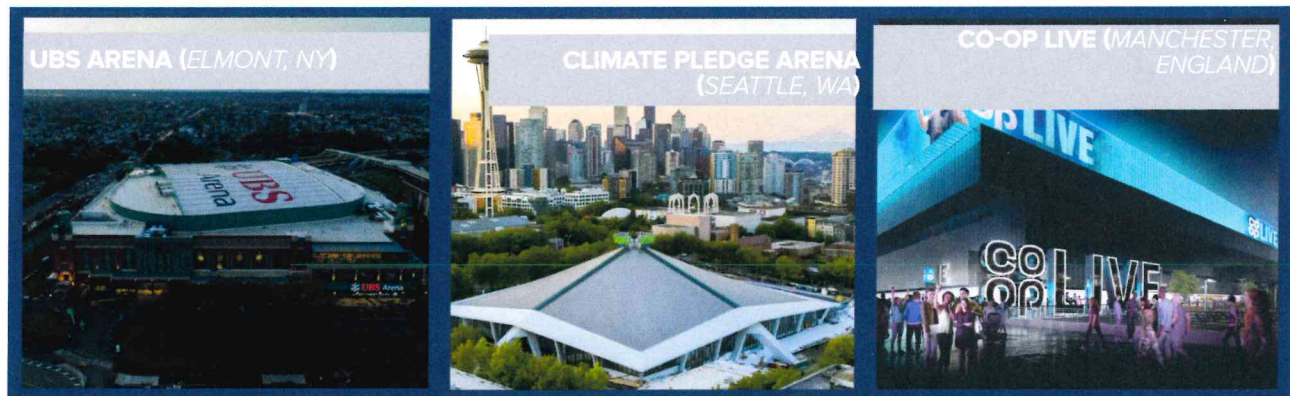


# OVG Business Development

OVG Business Development partners with visionaries at early stage companies in the sports and entertainment space looking to create new markets or redefine existing ones. The Business Development Team leads OVG's investing in major capital projects, such as the renovation of Climate Pledge Arena and development of UBS Arena, and additional venues internationally. Together with our affiliated companies, OVG Business Development is leading the arena development space, with over 10 arenas currently in various stages of development including the new Climate Pledge Arena in Seattle, WA; the new UBS Arena in Elmont, NY; the Moody Centre at the University of Texas at Austin; and the Acrisure Arena, a state-of-the-art sports and entertainment arena in Coachella Valley, CA.

## DEVELOPMENT EXPERIENCE

OVG has reinvented the model on what it takes to develop a state-of-the-art sports and entertainment venue. With a focus on concerts as the main attraction rather than sports, OVG is actively building 10 new venues, six of which do not have a major league tenant, leaving their primary focus on live event entertainment. Through OVG Business Development, we support clients by solving and leveraging together, and serving in whatever capacity we can to be most helpful. No two projects are the same, and each deserves the right team with the most well-suited expertise and judgment. That is what Oak View Group offers while identifying a market's need and delivering solutions. OVG is the largest developer of sports, entertainment, and hospitality facilities, contributing to \$5.3 Billion of developed capital across our projects. The articles on the follow pages offer details on the development on some of our exciting new endeavors.



## OVG Media & Conferences

OVG Media & Conferences was created to be the leading resource in continued education and technological advancements affecting the sports and entertainment industry generally, and more specifically, the opportunities and implications that education provides for facility owners and operators.

OVG Media & Conferences seeks to be the industry voice for all things facilities through digital, print, and organized conferences. Key portfolio companies include *Pollstar* and *VenuesNow*, giving OVG Media & Conferences the ability to deliver subscribers with daily news briefings and related content on the latest technology advancements and a monthly magazine with content specifically curated for facilities. With the addition of award-winning live entertainment journalist Ray Waddell, a leader and industry veteran in the conference and publications space, OVG Conferences & Publications will continue to build out and program a robust conference portfolio to complement its daily briefings.

## OVG College

OVG College was developed to provide university and collegiate venues with a diverse scope-of-college solutions which include event creation, facility investments, management and booking, collegiate strategy and campus partnerships, naming rights and brand partnerships, and outbound collegiate ticketing.

Oak View Group Collegiate is building a new college strategy with the focus on all aspects of monetization of collegiate facilities, including equity facility partnerships, naming rights, management, booking, event creation and other college solutions.

### MANAGEMENT & BOOKING

Through OVG facilities, we assist universities in both managing and booking their athletic venues.

### NAMING RIGHTS & BRAND PARTNERSHIPS

Assist universities in driving incremental revenue via customized naming rights partnerships often with associated campus extensions.

### FACILITY INVESTMENTS

In select cases, we partner with universities in the form of a Public-Private Partnership on a new or renovated facility to share in the risk and upside on new and existing revenue streams.

### TICKET SALES MANAGEMENT

Through our equity partnership in Elevate, Elevate On Campus provides schools with top-flight ticket sales management services, or a comprehensive support program for schools that manage their own ticket sales efforts.

### EVENT CREATION

Assist universities in the creation and scheduling of either a single game or college basketball tournaments through the OVG Arena Alliance domestically or internationally.

### CAMPUS PARTNERSHIPS

Assist schools with a unique and innovative consulting-based model that generates additional MMR revenue for both athletics and other campus entities.





Formed and led by OVG, this invitation-only group of major market arenas and stadiums utilizes the power of collective leverage through buying,

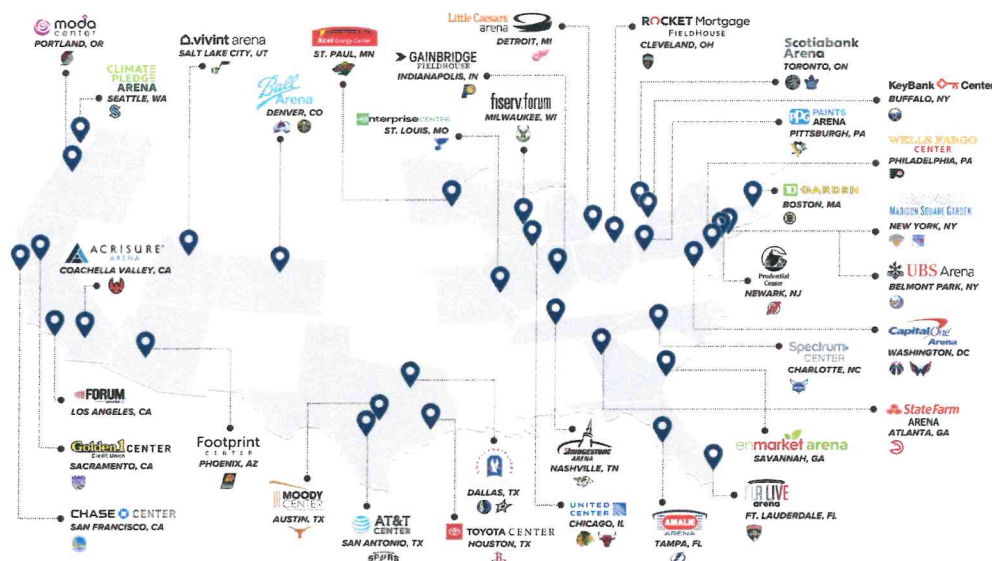
selling, booking, and thinking collaboratively. With venue participation from major markets coast to coast, such as Madison Square Garden (New York, NY); the United Centre (Chicago, IL); Wells Fargo Center (Philadelphia, PA); and American Airlines Centre (Dallas, TX), this new and revolutionary way of thinking has proven valuable and powerful from both a content and sponsorship perspective.

One of the main objectives of the Arena Alliance is to increase the volume and caliber of content for the group. Historically, it was the industry standard for a facility to wait and have the content request come to them. In the Arena Alliance, we challenge that notion and advocate every day on the Arena Alliance's behalf to ensure that members have a competitive advantage and the ability to bid for both traditional and innovative content. The Arena Alliance's overall goal is to increase the number of events in each of its members' buildings year-after-year. The Arena Alliance works with management and artists to establish artist residencies at respective facilities, works with talent agents to package Arena Alliance members together for Arena Alliance specific tours, leverages the network of its members to influence content providers to book with Alliance members, and leverages the advance knowledge of touring schedules to provide Arena Alliance members with the opportunity to obtain top level content and manage its venue calendar ahead of its competitors.

bands such as Bon Jovi, John Mayer, Bruno Mars, and Earth Wind and Fire in all the members' facilities. Another main business objective of the Arena Alliance is to increase sponsorship opportunities by targeting non-traditional sponsorship revenue categories. The Arena Alliance, in partnership with OVG's Global Partnerships complements each venue's existing sales and partnership efforts by connecting all the available assets across the portfolio of the Arena Alliance members and packages those assets together as a cohesive campaign with measurable deliverables to the advertising client. This strategy has proven not only innovative and revolutionary but also profitable as the Arena Alliance, in partnership with OVG's Global Partnerships, inked a three-year, \$40 Million national sponsorship contract between Walmart and more than 20 sports venues. Each of the arenas benefited from a profit of more than \$1.5 Million from this single partnership. This contract is the multi-national, big box retailer's first foray into the sports and entertainment sponsorship landscape.

By representing 30 of the largest and most successful arenas and markets in the country, the Arena Alliance provides a figurative "seat at the table" for all OVG360-managed venues. Whether they are members of the Arena Alliance or not, all of our venues are at the forefront of concert tour routing, sponsorship and sharing of industry best practices through collaborative conversations. The Arena Alliance also connects OVG360-managed venues to world-class resources and experts in master planning, renovations, operating efficiencies, and revenue generation, all of which will be available to MetraPark.

The Arena Alliance has successfully programmed



# OVG Stadium Alliance

OVG Stadium Alliance was created in 2015 with a focus to organize the best-in-class large-scale stadiums in North America to share best practices and maximize event revenues. Members of the Stadium Alliance share their experience, knowledge, and relationships with decision makers, which results in an increase in incremental events to its affiliated members. Stadium Alliance Partnership Opportunities provide deal negotiations, scaling and ticketing consultation, marketing support, premium seating, optimization of ancillary revenues, and event coordination, as needed. Members of OVG's Stadium Alliance include Dodger Stadium (Los Angeles, CA); T-Mobile Park (Seattle, WA); Target Field (Minneapolis, MN); Comerica Park (Detroit, MI); TIAA Bank Field (Jacksonville, FL); Guaranteed Rate Field (Chicago, IL); Globe Life Field (Arlington, TX); and Kauffman Stadium (Kansas City, MO).

## STADIUM ALLIANCE PARTNERSHIP OPPORTUNITY

- Deal negotiations
- Scaling and ticketing consultation
- Marketing support
- Premium seating
- Ancillary revenues optimization
- Event coordination (as needed)

## CURATING THE TOP STADIUM CONTENT FOR OUR MEMBERS



At OVG, we utilize our relationships with the biggest names in the live entertainment industry to deliver the world's most exciting concert content for our members. Examples of the success the Stadium Alliance has achieved on behalf of our members include:

### DODGER STADIUM (LOS ANGELES, CA)

- Guns N' Roses: 84K Tickets Sold / \$9 MM Gross
- Beyoncé: 47K Tickets Sold / \$7MM Gross
- Billy Joel: 47K Tickets Sold / \$5MM Gross
- Classic: West: 90K Tickets Sold over 2 days

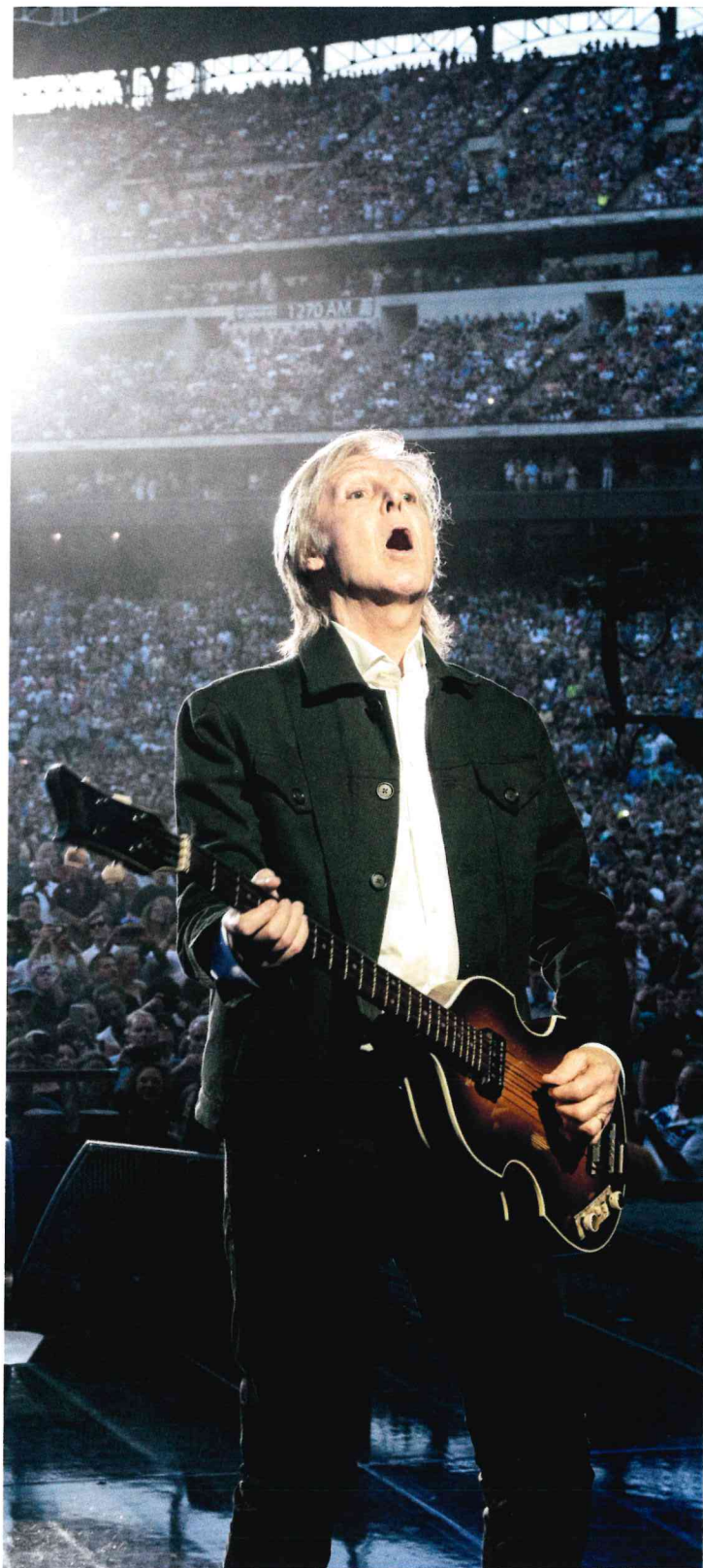
### TARGET FIELD (MINNEAPOLIS, MN)

- Billy Joel: 39K Tickets Sold / \$4.5MM Gross
- Florida Georgia Line/ Backstreet Boys/ Nelly: 39K Tickets Sold / \$3.3MM Gross





Prevent Advisors is an advisor and implementation service, providing holistic security solutions focused on safekeeping the entire sports and live entertainment facility ecosystem. Chaired by former LAPD Chief and NYPD Commissioner Bill Bratton and led by former Los Angeles Deputy Chief of Police Mike Downing, Prevent Advisors has been working hand-in-hand with OVG's Arena Alliance to develop and implement security and counterterrorism solutions tailored to meet the 21st century demands of the sports and entertainment facility industry. Services include consulting, venue pre-construction development, sourcing innovative hardware and software, operational implementation, large-scale event personnel support, as well as investment in solution services and companies. Prevent Advisors also represents the NBA, NHL, MLB, and NFL for league-wide security and will be able to seamlessly create a security environment that reflects the requirements of all leagues and specifically address fan and player safety at the highest level.



### PREVENT ADVISORS CLIENTS





## AWARDS & RECOGNITION

OVG360 is proud of the presence our operated venues have established within the industry and their local communities. A sampling of awards and recognitions received by our venues and staff in recent years is below.

- IAVM Venue Excellence Awards
- IAVM Foundation 30 Under 30
- POLLSTAR
  - 50+ Top Arena Rankings in last 5 years
- VENUESNOW (FORMERLY VENUES TODAY)
  - Generation Next Awards
  - Ticketing Star Awards
  - Best in Concessions Awards
- EXHIBITOR MAGAZINE
  - Top 20 Convention Centers in North America Awards
  - Center of Excellence Awards
  - Best Customer Service in North America Awards
- COMMUNITY AWARDS/RECOGNITIONS
  - Loveland Chamber of Commerce – Large Business of the Year
  - Press of Atlantic City – Best Large Concert Venue
  - Enid Young Professionals – Top 10 Under 40 Award
  - Albany Herald Readers' Choice Award – Entertainment and Arts Venue of the Year
  - 'Outstanding Philanthropists' by CASA of Atlantic & Cape May Counties
  - Casper Area Chamber of Commerce Emerging Leader of the Year



**CLIMATE PLEDGE ARENA  
(SEATTLE, WA)**

**THE FIRST NET-ZERO  
CARBON CERTIFIED  
ARENA IN THE WORLD!**

**THE  
CLIMATE  
PLEDGE**

A photograph of a cowboy riding a bucking horse in a rodeo arena. The cowboy is wearing a white cowboy hat, a dark jacket, and orange chaps. The horse is brown and white, bucking and rearing up. The background shows a large crowd of spectators in bleachers. A semi-transparent dark box is overlaid on the upper left portion of the image, containing the text '6. REFERENCES'.

**6. REFERENCES**

**METRA PARK**

**OVG**  
360

# 6. REFERENCES

In the following pages, we have included references from various OVG360 accounts similar in size and scope to MetraPark. OVG360 hereby grants consent to Yellowstone County to contact the following references for the purposes of evaluating our qualifications as they relate to the MetraPark Campus Management Services RFQ & I. We acknowledge that any information obtained from these references will not be disclosed to OVG360 as the respondent.

Further detail regarding our operation at these accounts has been provided earlier in this Response in *Section 3C. Comparable Projects*. In addition, we have included several letters of recommendation on the following pages.

Venue	Venue Description	Location	Dates of Service	Contact	Contact Title/ Venue Owner	Contact Email Address	Contact Phone	Contact Address	OVG360 GM
Ford Idaho Center	Arena, Amphitheater, Horse Park	Nampa, ID	11/1/15 - Present	Debbie Kling	Mayor - City of Nampa	dkling@cityof-nampa.us	208.468.5401	16200 Idaho Center Blvd., Nampa, ID 83687	Andrew Luther
Dallas Fair Park	Arena, Convention Center, Multi-purpose Complex	Dallas, TX	12/1/18- Present	Darren James	Fair Park First Board President	Darren. James@fair-parkfirst.org	214.742.0400 X701	3809 Grand Avenue, Dallas, TX 75210	Peter Sullivan
Budweiser Events Center	Multipurpose facility	Loveland, CO	9/20/03- Present	Diana Frick	Interim Director, The Ranch, Larimer County's Event Complex	dfrick@larimer.org	970.576.0641	5280 Arena Circle, Loveland, Colorado 80538 970.619.4000	Keller Taylor
Stormont Vail Events Center	Arena, Convention Center, Multi-purpose Complex	Topeka, KS	11/1/19- Present	Jim Crowl	Shawnee County Counselor / Shawnee County Kansas	james.crowl@snco.us	785.251.4042	One Expocentre Drive Topeka, KS 66612-1442 785.235.1986	Kellen Seitz
Ford Wyoming Center	Multipurpose facility	Casper, WY	10/1/16- Present	Zulima Lopez	Parks, Recreation, & Public Affairs Director	Zlopez@casperwy.gov	307.235.8361	1 Events Dr, Casper, WY 82601	Brad Murphy

Debbie Kling  
Mayor



City of Nampa  
411 3rd Street South  
Nampa, ID 83651  
208-468-5401

## Office of the Mayor

February 9, 2022

Board of County Commissioners  
PO Box 35000  
Billings, MT 59107

To the Board of County Commissioners:

On behalf of the City of Nampa, **please accept my strong recommendation for Spectra Venue Management.**

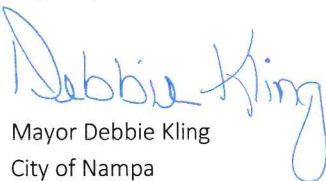
The City of Nampa has two publicly owned venues: The Ford Idaho Center and the Nampa Civic Center. The Ford Idaho Center is a premier multi-event venue which includes a 12,000 indoor arena, an outdoor amphitheater which can hold up to 11,000 people, and the Ford Idaho Horse Park and Sports Center which have hosted some of the most elite horse events in the nation.

For the past six years, Spectra Venue Management has managed the Ford Idaho Center and has out-performed expectations and exceeded financial forecasts. They have managed the Nampa Civic Center for the past four years. This year, we are extremely pleased to learn both venues have outperformed the anticipated budget thanks to their oversight, dedication and hard work.

For the first time in the venue's history, the Ford Idaho Center ended the year with a profit of nearly \$500,000. What was a budgeted operating *loss* of nearly \$600,000 was turned into a profit for our community – *and it was accomplished during a worldwide pandemic*. The Nampa Civic Center also exceeded their projections by nearly \$200,000. Both year-end reports are extremely favorable and should be commended by your organization.

With a personal background in venue management, I am confident in my recommendation for Spectra's excellent management for your community. Please do not hesitate to contact me with questions by emailing [dkling@cityofnampa.us](mailto:dkling@cityofnampa.us) or call my office at (208) 468-5401.

Regards,

  
Mayor Debbie Kling  
City of Nampa



June 23, 2021

To whom it may concern:

On January 1, 2019, Spectra Venue Management, as an agent for Fair Park First, took over the operations, booking, and marketing at Dallas Fair Park, a 277-acre multi-use city park and event campus, home to Cotton Bowl Stadium and the Texas State Fair. Since that time Spectra has done an excellent job of programming the park and its various venues with world class events, community programming, and cultural festivals all of which have provided vitality to the venue and economic impact for our city. As such, it has been a pleasure working with Spectra and witnessing the positive change they have had on the park's operations, financial outlook, and event offerings.

The Spectra team has also been an important part of the plans to transform the Fair Park campus as part of the recently updated Fair Park Master Plan. The plan calls for a new community park to be added to the property along with numerous other green spaces and upgrades. Spectra has been instrumental in helping develop and oversee the master plan process including its unanimous approval, the selection of qualified vendors, and by ensuring participation by M/WBE businesses. The combined services provided by Spectra to both manage the daily operations of the park, program it with compelling content, and oversee/coordinate the master plan improvements will help fulfill the vision our community has for the future of the property.

Our staff also appreciates the responsiveness they receive from Spectra and the strong working relationship we have developed with the onsite management team. I am happy to provide an endorsement of Spectra Venue Management and I am confident your venue/city will receive the same level support and cooperation should you employ the services of Spectra.

Please feel free to contact me if you have further questions or if I can provide additional information about how Fair Park has benefitted from Spectra's involvement.

Sincerely,

  
John D. Jenkins, Director  
Park and Recreation Department





BUDWEISER EVENTS CENTER | FNBO EXHIBITION HALL | MAC EQUIPMENT, INC. INDOOR ARENA

April 26, 2021

To Whom It May Concern:

I am pleased to offer this letter of reference for Spectra. For almost two decades, they have been our partner and provided venue management, food & beverage, and partnerships services to the Budweiser Events Center. The center is our 7,200 seat multi-purpose arena in Loveland, CO. They also provide marketing, partnerships, and food & beverage services to the larger Ranch Events Complex.

Over the years, Spectra has had great success increasing the caliber and quantity of events hosted in the Budweiser Events Center. The event mix has included NCAA Championship Tournaments, Disney on Ice Cirque Du Soleil, Old Dominion, Shinedown, Godsmack + Halestorm, Gabriel Iglesias, and many, many more. They have been instrumental in building quality industry relationships with promoters and agents alike. Additionally, their partnerships team has increased our sponsorship revenue by 71.64% over the last seven years.

Spectra has continued to provide the talent, direction, expertise, and resources that have allowed the Budweiser Events Center and The Ranch Events Complex to earn the reputation of Northern Colorado's premier event and entertainment venue. Larimer County and Spectra have enjoyed a true partnership, and we look forward to working with them for many more successful years. It is my pleasure to recommend Spectra to anyone considering them as a partner.

A handwritten signature in cursive script that reads 'Christopher Ashby'.

Christopher Ashby  
Director



## 7. PROJECT APPROACH

**METRAPARK**

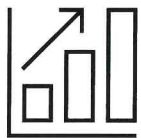
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# 7. PROJECT APPROACH

## A. PROPOSED MANAGEMENT PLAN

### MANAGEMENT PHILOSOPHY

The OVG360's venue management philosophy is simple – our mission is to work as an agent for Yellowstone County to execute your goals and objectives as they pertain to MetraPark. We will act as your partner but manage your venues as if they were our own. Our management approach is to deliver the following:



#### CLIENT-DRIVEN RESULTS

County will establish the goals and vision for its MetraPark. OVG360 will create management plans that are consistent with those goals.



#### COMMUNICATION

We will maintain an open, honest, and on-going dialogue with the County, The local community, and our staff in all areas of operations including booking, operations, finance, marketing, and food and beverage management.



#### PARTNERSHIP

OVG360 believes in partnership management. We provide the very best in support, resources, and systems to allow our staff to be successful in our partnership with Yellowstone County.



#### ACCOUNTABILITY

OVG360 believes in a relationship where we are held accountable for everything we do, and everything we promise to do.



#### HIGH-QUALITY STAFF

OVG360 recruits and has access to the best and brightest minds in the industry by providing growth opportunities. We are a company that prides ourselves by putting our clients and staff first. Their success is the foundation of our company's success.



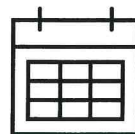
#### FLEXIBLE THINKING

We create an environment that encourages our team to adopt and evolve the customized operating plan specifically designed for MetraPark.



#### DIVERSITY

We are committed to diversity in the workplace by cultivating diversity within our company and encouraging the hiring of minorities and women for senior positions within OVG and at our venues.



#### CONTENT AND MAXIMIZED UTILIZATION

OVG360 is uniquely capable of bringing events to MetraPark. We will use our unmatched live entertainment resources to deliver new nationally touring events, as well as additional regional events consistent with the goals and objectives established by Yellowstone County.

The foundation of our management and operations plan for MetraPark will be:

- Meet with various Billings officials to fully understand the County's goals and objectives for MetraPark
- Identify and establish communication with appropriate County personnel and stakeholders.
- Meet with event promoters and producers to inform them of MetraPark's capabilities of hosting special events.
- Conduct additional market research in the areas of demographics, competitive venues, and media in order to broaden the ticket buying base for all events.
- Work with the County and appropriate departments to create a Marketing Plan for utilization at MetraPark and develop materials to support the Plan.
- Maintain community relations and exposure to the entertainment and meeting industry through constant contact by means of media releases, promotions, advertising, and direct meetings.

All of this will all be done in conjunction with the County, so our operating plans will be coordinated to maximize our mutual goals. Our basic philosophy is to be your partner in maintaining and operating MetraPark. We will work with Yellowstone County on the following:

- Establish and Agree on an Operating Budget
- Staffing Plan
- Operations & Maintenance Plan
- Internal Communications Plan
- Specific Financial Procedures and Systems
- Overall Business Plan

## APPROACH TO MANAGEMENT

The OVG360 approach to management is to build an operating plan unique to MetraPark that achieves the results the County wants, including:

### INCREASED FACILITY USAGE

- No venue management company has relationships as strong as OVG360. Our relationship and partnerships with Live Nation and FELD Entertainment are just two examples that will positively impact MetraPark. We will find more events for the County.
- We have relationships with every family show and concert promoter in the live entertainment touring industry.
- We will work with the County, and public agencies to turn local event ideas into reality, from concerts, and arts and cultural events, to regional and community events.

### FOCUS ON THE BOTTOM LINE

- We will create efficient operating plans
- We negotiate more profitability into each event.
- We increase advertising sales and event sponsorships
- We negotiate the lowest possible vendor rates for supplies and services
- Using our proven specialists, we will attain the lowest possible rates for workers' compensation insurance, employee benefits, and public liability insurance

### OVG LEADERSHIP INVOLVEMENT

- MetraPark will be supported by the senior leadership of OVG360
- Our desire is to have our clients be our best sales people for future business
- We will be in constant communication with the stakeholders of the arena and the County's contract administrator

### ACCOUNTABLE FINANCIAL DECISIONS

- The County will receive and be a part of creating and approving our annual budget.
- The County will receive accurate monthly and yearly reports, detailing venue's activity.
- The OVG360 financial records for the arena are open to review at any time.

### FOCUS ON STAFF

- OVG360 will promote an open and direct line of communication among OVG staff, clients, and building managers, allowing them to share ideas, establish goals, and discuss mutual concerns.
- OVG's philosophy of open communication with staff creates a work environment that encourages creativity and a setting where everyone is selling.

### GUEST EXPERIENCE

- OVG360's service program encourages and rewards pro-active service initiatives by employees.
- Each and every employee at the facilities will be empowered to solve problems.
- Guests and users of MetraPark will be surveyed to ensure management is aware of their experience, so service programs and staff training can be altered to create a better experience.

## ORGANIZATIONAL CHART & LOCAL PERSONNEL

At OVG360, we are clear on who we are and what we stand for. We believe in positive disruption; we believe in bringing a service-oriented, socially responsible approach to venue management. The way in which we do that is based on a culture focused on (1) people, (2) service to our clients and our communities, and (3) a commitment to excellence in all that we do. Successful venue management always begins with our people. Our job is to recruit, develop, and consistently engage the passion, the imagination, and the initiative of our employees. We will listen intently to understand the needs, concerns, and expectations of our employees. We will consistently deliver training programs that meet those needs, thereby improving our customer service capabilities, our collective managerial capabilities, and our commitment to a respectful, collaborative workplace.

To this end, it is our goal to maintain the maximum number of existing employees at the facilities for which we assume management. While job titles, responsibilities, and working hours may evolve to better align with the goals and objectives of the County and OVG360, we are willing to offer employment to all existing employees. We intend to utilize both in-house and third-party staffing providers to adequately and economically cover all operational needs throughout MetraPark.

OVG360 is pleased to present the proposed organizational chart for our MetraPark operation on the following page. Upon review of job descriptions and client input, we are willing to offer existing employment to all employees if the proposed organizational chart provides. In addition to maintaining positions at the facility, OVG360 provides unprecedented growth opportunities to employees that wish to advance their careers not just within the MetraPark Complex, but within our network of operated facilities worldwide.

You will see we have developed a new reporting structure of the departments to align with our goals and OVG360's management team. Additionally, throughout this process and our due diligence, we have seen the need to unify the campus and its staff. We propose streamlining the Operations department, focusing on cross-training to better allocate support and accommodate the seasonality of your various venues.

OVG360 believes in highly customized operational plans for each of our managed venues. No two venues are the same and cookie-cutter approaches will not effectively deliver the results we collectively seek. As such, our proposed organizational chart will evolve within the first 6-12 months of our operation to truly maximize efficiency and productivity. This includes finding the ideal balance of part-time and full-time staff. Streamlining our operations is founded in our employees.

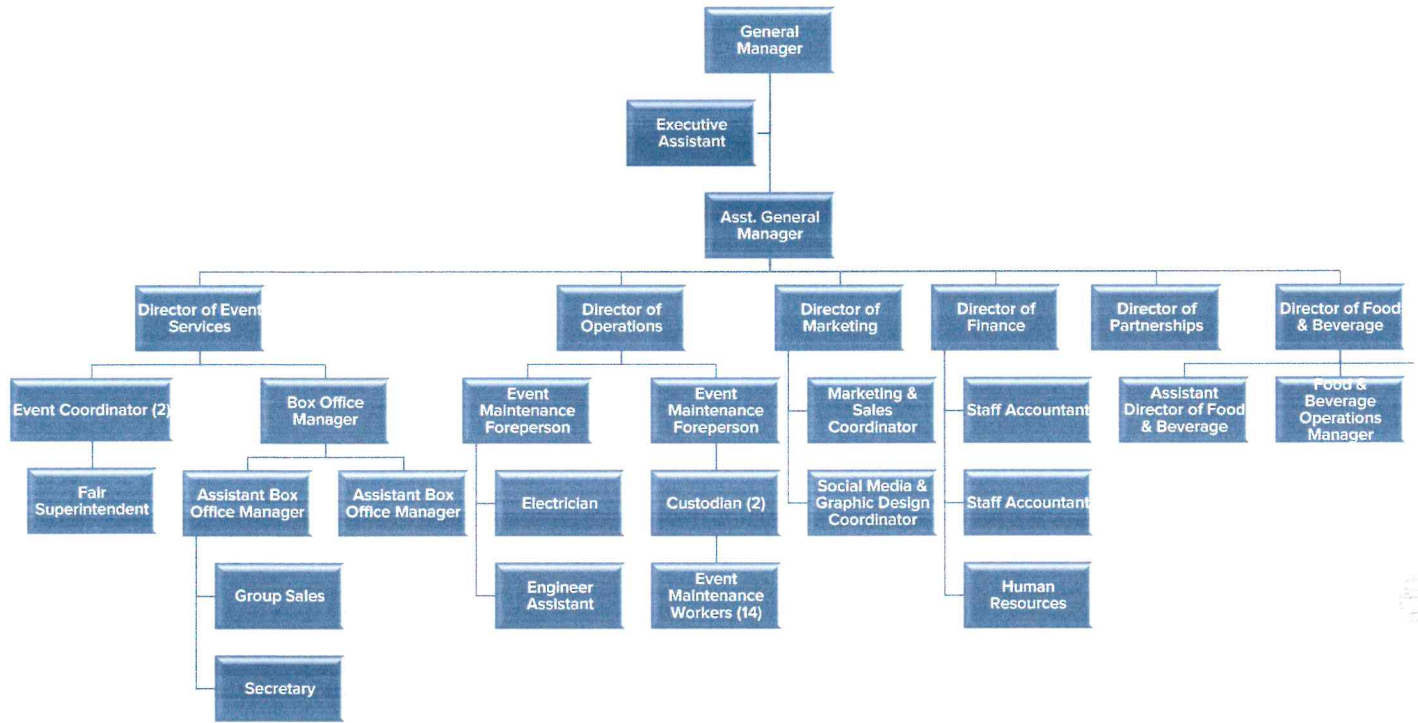
By investing in our employees and providing them with the resources they need to be successful, they will be better employees for both the organization and the venues in which they work. We provide our employees with training programs on the corporate and local level which provide real life, everyday skills. We teach our employees about the importance of excellent customer service, how great service stems from an engaged workforce, and how hospitality and quality service results in increased sales and higher revenues. OVG360's training programs are a combination of digital and in-person techniques, consisting of the following:

- Training sessions led by industry professionals
- Mentoring sessions with OVG executives
- Best practice sharing workshops and conference calls with other leading venues
- Tips and "news you can use" delivered via email, intranet sites, and company-wide town halls

As mentioned throughout this Response, biographies of our regional and corporate support team have been included in *Appendix A*.



### PROPOSED METRAPARK ORGANIZATIONAL CHART



## MAXIMIZING REVENUES, MINIMIZING EXPENSES

### MANAGEMENT AND FINANCIAL REPORTS

OVG360 depends on several tools to hold us accountable on our financial performance. Our financial management plan is customized for each of our clients and includes the following controls:

- Annual budget preparation
- Monthly analysis of financials
- Bank accounts with control systems
- Cash controls, reporting box office functions
- Armored car service
- Internal audits

### MAXIMIZING REVENUES

OVG360 implements a streamlined process to provide maximum efficiencies at the venues we manage. We understand that, as a venue's operator, we are responsible for improving the overall success of the venue and its operation. Our approach to management results in direct improvements to the venue's revenues, occupancy, event management, and overall bottom line. It is our first responsibility to maintain Yellowstone County's asset.

Maximizing revenues will be a focus of the MetraPark staff. The booking guidelines assist in this strategy by ensuring that the right business is booked at the right time in the right space. Establishing a competitive yet aggressive rate schedule for the venue and all its services is fundamental. These rate schedules will be evaluated and adjusted on an annual basis after conducting extensive comp set surveys to establish benchmarks. All third-party agreements will be evaluated and negotiated to ensure Yellowstone County is receiving the best possible financial terms. OVG360 will explore opportunities for revenue and create a business plan to determine the feasibility for each.

### MINIMIZING ANNUAL OPERATING EXPENSES

As part of our approach to maximizing revenues for our clients, OVG360 take all necessary steps to minimize annual operating expenses.

One way in which we accomplish this is by managing energy costs by establishing detailed energy consumption baselines for each utility, working with energy management professionals to negotiate fair utility rates at the venues we manage, regularly test electrical systems to ensure maximum efficiency, and properly budget for maintenance, repairs, and capital improvements. OVG360 is completely transparent in the management and operation of a venue. We do this by proving our clients with detailed weekly, monthly, and annual financial reports, focusing on expense reduction, and implementing a straight-forward reporting structure with direct access to OVG360's corporate support team.

### OPERATIONAL AUDIT

Once OVG360 assumes management of a venue, we will conduct an Operational Audit to assess its operational efficiency. This comprehensive report will focus on the venue's interior and structural integrity; electrical, mechanical, and HVAC systems; utilities usage; Life Safety; technology usage; capital improvements; staffing levels; vendor and subcontractor management and performance; sustainability practices; etc.

### CAPITAL IMPROVEMENT

OVG360's capital improvement practices provide an assessment of a venue's infrastructure needs to allow it to remain safe, code-compliant, and competitive. At each of our managed venues, OVG360 creates a Capital Improvement Plan to assess a capital repair and replacement schedule. The Capital Improvement Plan highlights the following components:

- Cost Savings techniques to include equipment used at the venue
- Equipment replacement
- Maintenance equipment used to maintain the venue and enhance its operation
- Contractual equipment purchased or used under contractual agreements
- Revenue enhancing equipment
- Life Safety/Code /ADA Equipment directly or indirectly

# FINANCE AND ACCOUNTING

## FINANCIAL PROCEDURES

### FINANCIAL AND ADMINISTRATIVE PROCESSES

VG360 places a strong emphasis on establishing and maintaining proper financial and administrative processes. Our oversight staff has extensive experience in developing accounting and reporting systems specifically for the venue management industry and will work with Yellowstone County to ensure all financial processes (such as banking, payroll, human resources, accounts receivable, accounts payable, reconciliations, and reporting) are smoothly transitioned.

MetraPark will operate under a complete set of financial controls that will be developed to fit the needs of the operation. These controls will include the following:

- All activity will be accounted for in accordance with GAAP, in separate set of books, maintained on comprehensive accounting software
- An annual budget will be established and monitored with monthly variance reporting
- Results will be reported to the Yellowstone County on a monthly and regular basis; monthly reports include financial statements and detailed event information
- Strict controls and procedures will be implemented for handling on-site cash, ticketing, and other operating needs
- Proper segregation of duties and oversight approval procedures will be implemented and monitored by corporate staff
- A compliance program will be in place to ensure all financial and contractual obligations are met



Bank accounts will be established to facilitate and record all transactions related to MetraPark business. All revenues will be deposited into these accounts and all expenditures related directly to operating the facility will be paid from them. This will include amounts due to OVG360 for the management fee and any direct reimbursables, such as travel or as described herein.

At the close of every year, a certified annual audit will be performed by an independent certified public accounting firm and a certified audit report will be issued. The auditor will be selected through a formal RFP process, and the auditor will be selected based on certain qualitative criteria. The selected auditor will be reviewed by Yellowstone County before the Auditor is engaged. Upon completion of the audit, a certified audit report will be provided to the Yellowstone County, normally within 120 days.



## MANAGEMENT AND FINANCIAL REPORTS

OVG360 depends on several tools to hold us accountable on our financial performance. Effective and timely communication with the County cannot be overstated, and our General Manager will take the lead to ensure OVG360 is meeting the requirements of Yellowstone County. While the reporting function is subject to continuous improvement, we recommend the following as a starting point for further discussion:

- Written Weekly Reports/Updates to the Contract Administrator
  - Includes Executive Summary of notable activity
  - Sales Bookings
  - Customer Correspondence
  - Press Articles
  - Relevant Industry Related Articles
- Written Monthly Reports/Updates
  - Sales Bookings and Sales Activity
  - Events On-the-Books (by year)
  - Press Articles
  - PR Activity
  - Website Summary
  - Critical Issues
  - Financial Performance
  - Communication Issues
  - Quality Issues
  - Department Recaps
  - Turnover
  - Successes
  - Survey Results
  - Customer Comments
- Written Annual Reports/Updates
  - Messages from the General Manager, Mayor, Contract Administrator, CVB
  - Summary of prior year's accomplishments
  - Venue Overview
  - Staffing
  - Customer Service
  - Partners
  - Financial Performance
  - Market Segment Summary
  - Community Involvement
  - Client Testimonials
  - Signature Events
  - Future Outlook

### MONTHLY FINANCIAL REPORTS TO CLIENTS

- Actual results (monthly and year-to-date)
- Current & year-to-date vs. budget and vs. prior year
- Comments on every variance

For your reference and as requested by the County, sample P&Ls from select managed venues have been provided as a confidential enclosure to this response.



## POLICIES, PROCESSES, AND PROCEDURES FOR DEVELOPING OPERATING BUDGETS

OVG360 utilizes a modified zero-based budget approach. Each department director is responsible for preparing their departments' expense budget. The Finance Director for each venue works with each department to build their budget for operating expenses and staffing needs.

The Finance Director works with the General Manager to build the event revenue. The GM provides an event schedule which lists contracted and tentative (expected but not contracted yet) events, as well as those which are being held. Once the number and events types are included in the budget, the Director of Finance and GM begin building the revenue and expense details for each event. For events that are returning, historical information for that event is used to build the revenues and expenses. For events that are new to the building, the finance team researches what venues the event has taken place at in prior years. The Finance Director will contact the finance team at other venues to mine data the venue will provide, which will assist in preparing the budget for events that are new to the venue.

Once the event budget and operating expense budget are completed and signed off by the GM and the directors of each department, the Finance Director combines the data into OVG360's Excel budget template. The Finance Director verifies the accuracy of all formulas and calculations in the budget template. The budget is then submitted to the venue's Regional Vice President and Regional Finance Director for their review and approval. After the Regional Vice President and Regional Finance director provide their feedback and approval, the General Manager and Director of Finance complete a Summary Report of the budget for OVG360's Vice President to review and provide final approval. Once approval is received, the budget is then ready to be presented to the client.

When the budget is approved by the client, the finance team uploads the budget from Excel into OVG360's accounting system, Net Suite. At the close of each month, the Finance Director provides each department their results compared to the approved budget. The finance team reviews the event results for the month with the sales department and updates the projection for the year, for events that have been moved from tentative to confirmed and new events being held.

OVG360 is implementing a budgeting and reporting software, Adaptive Insights, to automate and streamline their budgeting, forecasting, and monthly financial reporting. Adaptive Insights will be rolled-out to OVG360-managed venues in the first quarter of 2022. With Adaptive Insights, all budgeting and forecasting will be automated and information will integrate from Adaptive Insights in Net Suite and vice versa. OVG360's Finance Director and Regional Finance Director will work with Adaptive Insights and the client to integrate our budget, forecasts, and actual results into Yellowstone County's budgeting software.



## CASH FLOW MANAGEMENT

### INTERNAL CONTROLS

OVG360 has a comprehensive finance department policy and procedure manual that will be used at MetraPark to create a sound financial and internal control environment. The finance manual is proprietary, but we are happy to meet with Yellowstone County to review it. This manual includes policies and procedures that are designed to provide comprehensive controls over financial processes, safeguard assets, and ensure timely and accurate financial reporting. Each section of the manual includes specific language discussing the appropriate financial controls to protect against fraud, to safeguard the organization's resources, and to ensure timely and accurate financial reporting. In addition, we hire qualified and knowledgeable finance staff to ensure company objectives and accounting standards are met.



## ACCOUNTING SOFTWARE

OVG360 uses Net Suite as our accounting software, which is an Oracle product. OVG360's finance teams will work directly with Yellowstone County to integrate financial results in Net Suite or in our reporting and budgeting system, Adaptive Insights, to integrate into the county's financial systems.

## FINANCIAL REPORTING

At OVG360-managed venues, we implement reporting requirements with an emphasis on providing accurate and timely financial reports. OVG360-managed venues operate in accordance with Generally Accepted Accounting Principles (G.A.A.P.). Using our financial software program, OVG360 can easily generate financial reports. We utilize a number of tools to check and cross-check our financial procedures including annual reports, monthly reports, weekly sales reports, and post-event recaps. OVG360 also performs internal audits of each venue and has an annual audit performed by an outside firm. These reports are reviewed by senior management, compared to budget, prior year balances, and used to re-forecast the results for the year. Monthly financial reports are due on the 25th of the following month and include the following:

- Statement of Operations
- Balance Sheet
- Statement of Cash Flows
- Variance Explanations
- Re-forecasted Statement of Operations

Flash Reports (Event P&L) are prepared for each significant event and are due to senior management within three business days of the event. These reports provide detailed results for events and compare those results to the event budget. On a quarterly basis, a financial packet is provided to OVG360's finance department management for review. This packet includes the following:

- Trial balance
- Bank reconciliations
- A/R aging
- A/P aging
- Account analysis

## BUDGETING

An annual budget will be prepared for MetraPark and must be submitted to the finance department management 60 to 120 days prior to our client's contractual due date. Budgets are meticulously scrutinized and approved by OVG360's senior management. It is our belief that we are stewards of Yellowstone County's financial resources and we must protect them accordingly.

## AUDIT

OVG360 will have an annual financial statement audit performed by a reputable audit firm to ensure financial integrity. We will maintain a comprehensive accounting program which will provide for more efficient audits at reduced prices.

## CASH MANAGEMENT AND TREASURY

This section of our manual addresses the various bank accounts needed, bank account reconciliation, authorized signers, wire transfers, ACH transfers, cash handling, etc.

## ACCOUNTS PAYABLE

This section of our manual addresses vendor set-up procedures, disbursement approvals, payment processing, monthly A/P close, year-end processing, etc.

## EMPLOYEE TRAVEL & EXPENSE REPORTS

This section of our manual addresses acceptable employee expenses, preparation of the T&E report, approvals, supporting documentation, etc.

## ACCOUNTS RECEIVABLE

This section of our manual addresses the invoicing process, cash receipts, collection procedures, bad debt, monthly A/R close, etc.

## PURCHASING GUIDELINES

This section of our manual addresses procurement, receiving multiple bids, required approvals, environmental considerations, etc.

## GENERAL LEDGER

This section of our manual addresses the accounting system, chart of accounts, journal entries, account reconciliations, month-end processes, year-end processes, etc.

### **FIXED ASSETS**

This section addresses the policies and procedures related to the capital budget, purchase of fixed assets, depreciation of fixed assets, disposal of fixed assets, etc.

### **EVENT ACCOUNTING AND SETTLEMENTS**

This section addresses the process for settling and recording events in the general ledger.

### **BOX OFFICE & TICKETING**

This section addresses ticket sales, ticket sales reconciliations, cash handling, comp and consigned tickets, box office reports, etc.

### **MERCHANDISE**

This section addresses sales of merchandise, receipt of merchandise, inventory control, returns to vendors, etc.

It should be noted that each section includes specific language discussing the appropriate financial controls to protect against fraud, to safeguard the organization's resources, and to ensure timely and accurate financial reporting. In addition, we hire qualified and knowledgeable finance staff to ensure company objectives and accounting standards are met.

## **APPROACH TO DELIVERING GOODS AND SERVICES**

OVG360 is committed to bringing excellence to MetraPark. For all procurement and sourcing events, OVG360 is committed to not only adhere to applicable city code, ordinances, and policies as directed by Yellowstone County but to implementing sound and transparent supply chain practices that have been in place across all OVG360's divisions.

OVG360's sourcing process is proven, standardized, and transparent for all internal and external stakeholders. Although the overall process is standardized, our approach would be customized and unique to MetraPark. Our experience has taught us over the years that no two venues are the same. Some commonality exists, but each venue, along with its guests and attendees, must be addressed individually to optimize efficiency and value for goods and services.

### **CONVERTING FINANCIAL REPORTING SYSTEMS**

Upon award of the management and operation contract, OVG360 will immediately meet with Yellowstone County to determine if they would like OVG360 to assume management of the existing MetraPark balance sheet or start with a new balance sheet with zero balances. In either case, OVG360 will establish new bank accounts that are specific to MetraPark so that we can immediately begin paying expenses and depositing revenues.

### **COST CONTAINMENT AND EXPENSE REDUCTION**

OVG360 will proactively implement comprehensive supply management strategies to optimize the entire facility. This investment in supply management expertise and resources will provide Yellowstone County with efficiencies and significant bottom-line impact to event and fixed operating expenses.

OVG360 will develop a line-item budget for each key operations aspect of MetraPark. Monthly reports will be distributed to division heads comparing actual result to the budget. OVG360 will incorporate cost accounting measures to track result for each event hosted at MetraPark.

### **PROCUREMENT GUIDELINES**

All MetraPark purchases will be made in accordance with applicable OVG360 and Yellowstone County policies and procedures and will align to OVG360's Sustainability program. Furthermore, purchasing decisions will be made prudently and in accordance with MetraPark's operational and fiscal goals. Every effort will be made to obtain the highest quality product or service at the most cost-effective rate structure.

OVG360 will work with Yellowstone County during the onboarding process to customize procurement guidelines, develop category and commodity sourcing strategies, and implement procurement controls for all active suppliers.

## COMMITMENT TO DIVERSITY AND INCLUSION

OVG maintains a policy of encouraging the equitable utilization of minority-owned businesses and women-owned businesses. OVG is committed to building relationships with Yellowstone County-based companies and especially qualified firms.

OVG is a strong believer in maximizing the inclusion of all members of the Yellowstone County community in every aspect of MetraPark, a feat achievable through inclusion in business opportunities, event afford-ability, and event participation. We remain committed to the utilization of local firms in the operation of MetraPark, a priority evidenced by our dedication to providing ample opportunity for locally and/or minority-owned business in prior OVG360-managed venues.

The citizens of Yellowstone County are at the core of our vision for MetraPark, and our project team will work to ensure that the event calendar appeals to the citizens and the surrounding communities. These events will seek a base of corporate support and sponsorship that will allow for the lowest cost of admission possible, and OVG360 will lead efforts to solicit the underwriting of these events. All events will be promoted by the OVG360's team of media partners, including social media, to ensure that as many citizens as possible are aware of the various events and activities and how to attend.

## AS WE BECOME AN INTEGRAL PART OF THE COMMUNITY

We are committed to operating MetraPark in a manner that will make the surrounding Yellowstone County community proud, as we are dedicated to delivering a long-lasting legacy asset for the County and its citizens. Our time in market has left us even more excited to join this amazingly vibrant community, a community that is focused on health, wellness, sustainability, and offers untouched natural beauty, local cuisine, and a broad range of activities fit for its diverse residents. We are committed to Yellowstone County and have already established meaningful relationships that will assist us in renovating a venue that is not only a source of local pride, but also one that will offer a diversified line-up of talent and events for visitors and locals alike.

### OVG360's DE&I Council

Building a diverse and inclusive company begins by fostering a culture that embraces and celebrates our team members' differences. At OVG, this culture is driven by our **Diversity, Equity, and Inclusion (DE&I) Council, led by our Vice President of DE&I, Debonair Oates-Primus**. With dedicated corporate leadership, this Council extends throughout OVG360's operations through a regional "champion" structure. DE&I programs and initiatives are focused around three pillars:

- **Workforce:** Ensure we hire, retain and develop a workforce that reflects the clients and communities that we serve.
- **Workplace:** Maintain a workplace culture that values and leverages differences and similarities and drives innovation through inclusion.
- **Marketplace:** Create client and customer value by partnering with diverse suppliers, engaging with the community, and delivering culturally relevant products and services.

OVG's ERG's are governed by our DE&I Council and are dedicated to fostering a culture of inclusion for all employees, while promoting career development, advancement, and support.





## B. PROPOSED MARKETING PLAN

It all seems straightforward enough: A venue's ultimate purpose is to bring people together, so an effective marketing plan means selling more tickets.

Of course, if it were really that easy, everyone would be doing it — and the truth is, no one in the industry comes close to matching the exceptional support OVG360 provides for marketing, advertising, promotions, and sales.

We place the highest priority on creating awareness about venues and their events, generating more attendance, and ensuring that we bring attendees back for more. Achieving these goals requires developing a customized, comprehensive sales and marketing plan specific to each venue's unique needs. It means providing industry-leading solutions for integrated marketing, group sales, and new sources of revenue.

It means building a top-notch team of marketing, sales and public relations experts at the corporate level, as well as a network of 150+ professional venue marketers around the world, all working together with a "one marketing department" mentality. And it means maintaining a relentless, company-wide focus on one primary goal: selling tickets.

And that, simply enough, is how we bring it all together — and how we bring people together.

### SALES AND MARKETING OVERVIEW - THE OVG360 DIFFERENCE

As the acknowledged industry leader in sales and marketing, we develop a customized plan for every venue we manage worldwide, enabling us to focus clearly on our clients' goals and how we'll achieve them. For your venue, our team will work diligently to meet the following goals:

- Provide a first-class entertainment venue to Yellowstone County and the surrounding region
- Increase occupancy of MetraPark
- Market MetraPark's ancillary services

OVG360 also differentiates itself from the rest of the industry in the way that we:

- **Take an aggressive approach.** We sell actively, directly, and aggressively by practicing yield management principles. We make event presentations easy for those who rent and use our venues, which promotes repeat business.
- **Create events.** We generate revenue by self-promoting signature events that fill gaps in the calendar and enhance the venue's event mix.
- **Engage stakeholders.** We work with local organizations including community groups, local sports/equestrian clubs, Chamber of Commerce, and CVBs to build connections between the venue and the mission of these community groups.
- **Build new revenue sources.** We create additional revenue for venues in numerous ways, including:
  - Pre- and post-event activities that prolong customer visits and help sell more food, beverages, and merchandise
  - In-house ad agency services for event promoters
  - Group ticket sales
  - Sales of commercial rights, including naming rights and entitlements, beverage pouring rights, premium seating, signage, and sponsorships



## OUR PHILOSOPHY

Book the maximum number of viable events  
 Advertise, promote, and market to sell the most tickets possible to each event  
 Provide great customer service to encourage ticket buyers to actively attend and willingly buy food and beverage, merchandise, and other amenities



## CORPORATE SUPPORT AND SERVICES

OVG360 provides an unmatched level of sales and marketing support, thanks to ongoing dialogue, idea sharing and, information exchange among our corporate marketing executives, regional marketing directors, regional interactive marketing directors, and on-site marketing directors.

On-site marketing directors at all OVG360-managed venues communicate regularly with regional and corporate executives, including bi-weekly conference calls with regional marketing directors and regional interactive marketing directors. During these calls, they share best practices and resources, discuss new initiatives, monitor the performance of on-site marketing directors, and help each other overcome marketing challenges. Monthly one-on-one calls at the regional level, as well as annual marketing meetings including workshops and conferences — further help each on-site marketer increase revenue and improve the bottom line for our clients. Specific sales and marketing services we provide from the corporate level include:

- Complete in-house advertising, event marketing and promotional services
- A sophisticated, systematic, and effective plan for selling group tickets
- Industry awareness campaigns
- Public, media, and community relations services
- Expert assistance/support for website development, design and maintenance, and search engine optimization (SEO)
- Database marketing to generate attendance and ticket sales

- Event promotional tie-ins and sponsorships
- Sale of advertising signage, sponsorships, and other revenue-generating commercial rights
- Graphic design services

## PROVEN LEADERSHIP & STRENGTH

What sets the OVG360 marketing team apart from others is our ability to look at the fan from all sides; from the ticket selling experience, to the in-venue experience, to the food service experience. Our OVG360, OVG Hospitality, and OVG Global Partnerships teams function as one, and have a vast amount of industry-related experience as well as a library of best practices to share with each OVG360 client venue. Our venues are supported with marketing resources from the top, with experienced corporate leaders who are well-versed in various areas of specialty. This support system then branches down into the field with Marketing Directors at the Division and Regional levels along with Subject Matter Experts in the areas of digital marketing, group sales, box office, food and beverage, and convention center marketing. **MetraPark will be supported by Kendra Ziler (Ford Wyoming Center Director of Marketing), Tyler Gambrell (Regional Director of Marketing), and Marissa Dionne (VP Marketing).**

New marketing ideas and initiatives as well as best practices are shared on our corporate intranet, called Intraspect, which every OVG360 employee has access to. This ensures each venue-level employee has the tools they need at their fingertips. Detailed case studies on the best and most successful initiatives are uploaded and shared among the team.





## MARKETING CAMPAIGN COMPONENTS

By providing extensive marketing support at the corporate level, OVG360 ensures that your venue's sales and marketing campaign can be executed in-house and cost-effectively, without turning to outside agencies.

- Interactive marketing
- Publicity
- Cash
- Trade
- Station promotion
- Third-party promotion
- Bonus schedules
- Charity/PSA
- Grassroots

## MARKETING ASSISTANCE TO EVENT PROMOTERS

Once an event is booked, the marketing department ensures that the event is properly marketed throughout the community, working closely with promoters in every way possible to increase revenue.

When the event is promoted or co-promoted by OVG360, the venue's marketing department is responsible for all marketing, advertising, public relations, and group sales. When an outside promoter markets the event, the venue's marketing department assists in executing and augmenting those efforts.

## VENUE MARKETING AND PR ACTIVITIES

The marketing and PR activities we undertake vary for all of the venues we manage, depending on each one's particular objectives and needs. That said, our general marketing and PR approach typically includes:

- Aggressively promoting the venue as "the place to be," through direct sales, online marketing, publicity, advertising, and outreach to community organizations
- Developing a public relations image enhancement campaign
- Hosting tours, receptions, and promotional functions for potential business partners
- Working with our client and other local organizations to promote the venue as a destination
- Hosting meet-and-greet receptions with our staff
- Creating an advertising campaign focusing on:
  - Convenience of venue
  - Variety of food

- Exceptional service
- Memorable events
- Convenient parking
- Preparing an annual advertising supplement in a weekend edition of the local publications, featuring:
  - Message/column from government leaders, chamber president, and other key community figures
  - Illustrations and images of the venue set-up for events
  - Catering capabilities
  - Customer testimonials
  - Information on parking
  - Floor plans by event category
- Developing package deals on a per-cap basis, which include rent, service charges, parking, and meals; include hotel rooms whenever possible
- Developing customer friendly marketing materials stressing one point of contact (i.e., OVG360) for all client needs

## PUBLIC RELATIONS

An effective public relations campaign is an important, low-cost marketing tool for venue and event promotion. OVG360 creates successful PR plans for grand openings, ribbon cuttings, anniversary events, special occasion events, crisis situations, media relations, and daily operations.

PR relies on good relationships between the marketing department of the venue and the media. The better the relationship, the easier it is to get a story and control what is being said about the building and its



events. Perception is reality: If people are told an event is going to be good, they are more likely to buy tickets. For every event that comes to our venue, our marketing department creates unique PR pitches to attract local, regional, and national media. Raising awareness for upcoming events is a key component toward driving ticket sales and complementing traditional marketing. Examples of PR stunts that have been done to attract media coverage include: advance interviews, live newscasts from the venue with talent, and Globetrotters playing on the roof of an OVG360-managed arena.

## MEDIA BUYS

### TV/RADIO

The advantage of our in-house marketing department is the well-developed local relationships with our vendors at all levels, including sales, promotions/marketing, programming, and upper management. OVG360 secures “bigger picture” deals by leveraging the unique amenities that only our state-of-the-art facilities, events, and teams can offer.

Our in-house agency has worked with many different types of events ranging from minimal to very large-scale advertising budgets. Our strategic plan from the beginning is to establish goals based on specific buying parameters (flight dates, gross budget, target demographics, and qualitative data). Once we establish our objectives based on these parameters, we put together a comprehensive plan that outlines how to achieve these goals. We present multiple options to our promoters so that we can combine our market expertise with the promoter’s knowledge of their ticket purchasers.

Our resources include, but are not limited to: strong relationships with iHeart Radio, Cumulus Entertainment, Hearst Entertainment, Nextar, Sinclair Broadcasting, Raycom, and Comcast. OVG360 views the relationship with media representatives on more than just a show-by-show basis and rather focuses on all of our events in the venue as a whole when negotiating.

## PRINT/OUTDOOR/OUT-OF-HOME

By layering other traditional media, such as print, outdoor, and out-of-home, we are able to create a comprehensive marketing and advertising campaign that surrounds the lifestyle of our potential customers (ticket buyers). By approaching our customers during all aspects of their day, they can hear/see the message in a multitude of ways.

OVG360’s marketing department develops strong annual relationships with outlying newspapers and publications in which we operate on a trade-only basis (tickets for advertisements), thus spending zero cash while maximizing our reach in the market.

We see ample opportunity to increase MetraParks’s exposure in both print and outdoor media in the Yellowstone County community.

## GRASSROOTS MARKETING

### CREATIVE MESSAGING

We understand that one of the most important aspects of the marketing plan is grassroots. Show planners want to see how and when their show message is hitting the market beyond traditional advertising methods. As a complement to the fliers and posters we print and distribute throughout the market, we also look for opportunities to display the message creatively. This could be effective for international horse show and agricultural events such as NHRA, NCHA, NRCHA events, concerts, or family shows.

## WORKING WITH COMMUNITY

### ORGANIZATIONS

Another effective way of promoting events at MetraPark will be through working with local organizations to help raise awareness and money for the organization. As we previously highlighted, OVG360 is committed to working with the Yellowstone County community to host events at MetraPark.



**WEBSITES**



**DATABASE ACQUISITION**



**EMAIL MARKETING**



**CRM**



**SOCIAL MEDIA**



**RETARGETING**



**INTERACTIVE MARKETING**

OVG360 is far and away the industry leader in the increasingly critical area of interactive marketing, offering educational programs, tools, and techniques for every venue we manage. Our ahead-of-the-pack marketing strategies for venues and events include website and smartphone applications developed by our IT specialists specifically for the marketing department. We fully integrate these applications into traditional ad media, such as printed materials, ensuring high visibility for all messaging platforms.

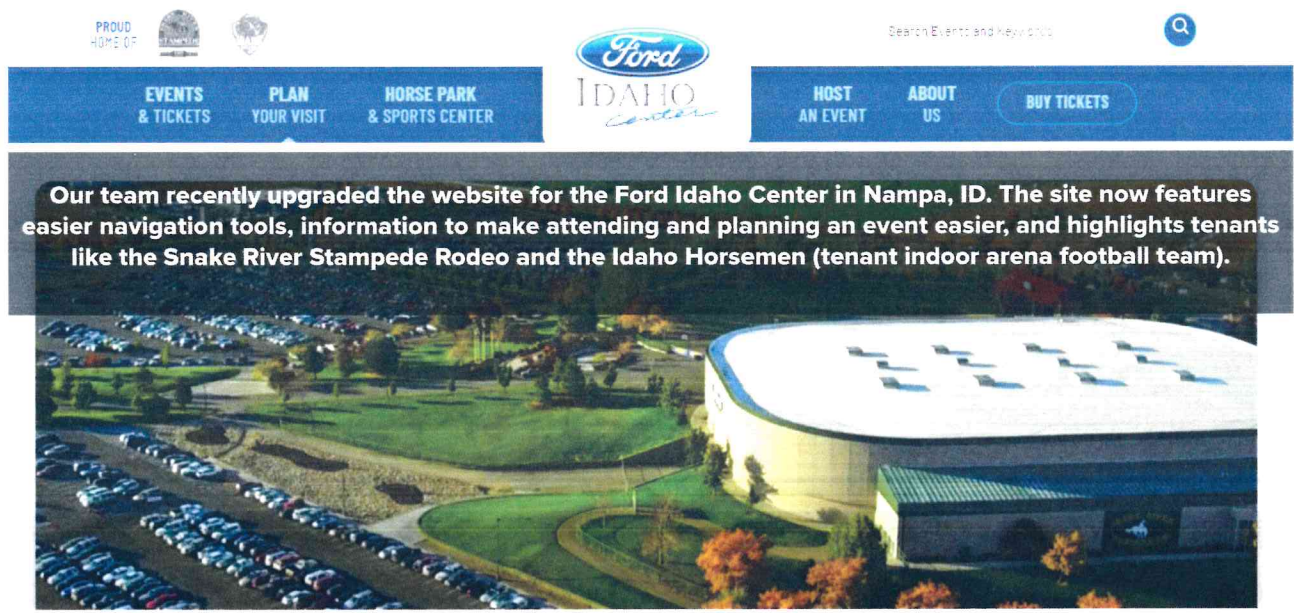
entire stay on-line. Our in-house IT team can provide expert guidance and education on developing, designing, and maintaining your website — or we can build and host the site on your behalf. We can develop an enhanced venue website that includes:

- Virtual tours
- Links to various local sites and attractions
- A smartphone-friendly version
- Online giveaways and promotions
- Online sales kit requests
- E-commerce options

**WEBSITES**

Consumers increasingly get their first impression of a business from its website. That’s why it’s critical to provide accurate, informative, and easy-to-navigate event information that allows consumers to plan their

We’ll ensure that the site follows best practices for search engine optimization (SEO) and usability. We have partnerships with AYC Media and Carbonhouse, two of the premier website development companies in the industry.



Home / Plan Your Visit

**PLAN YOUR VISIT**

**WELCOME TO THE FORD IDAHO CENTER!**

We look forward to hosting you in our up-and-coming, centrally located (12 miles west of Boise along Interstate 84), with the best in Northwestern hospitality. Nampa is a core city in the Boise-Nampa Metro area, and located less than 20



#### ADDITIONAL PLATFORMS

Other technology-related components of our marketing initiatives for MetraPark could include:

- Weekly e-mail blast featuring enter-to-win promotions
- A comprehensive social media program, including contesting and updates
- Advertisements on smartphones and digital billboards
- 30-second advertising spots to run in-venue
- Pre-sale offers to venue and event databases
- Contests and tie-ins with online and digital media partners
- Search engine marketing (SEO)
- Pop-up ads and enter-to-win online contests
- Online ticket auctions
- Promotions on “daily deals” sites, such as Groupon

#### CRM/DEMAND GENERATION PRODUCT CAPABILITIES

Consolidating data from all customer touch points into a centralized marketing data warehouse forms the basis of one-to-one marketing. Our CRM/Demand Generation solution is made up of the following areas:

- **Lead Generation.** Identify, score, and nurture leads and prospects
- **Contact Manager/Customer Service.** Create a single, complete view of customers; develop relationships; track their lifetime value
- **Customer Segmentation.** Segment specific data groups for targeted sales efforts
- **Email Marketing.** Compose and send e-mails; provide reporting and analytics

#### CUSTOMER RELATIONSHIP MANAGEMENT (CRM) AND DATABASE MARKETING

Given the importance of ticketing as a marketing tool for arenas, OVG360 aims to enrich the customer’s buying experience by offering convenience and accessibility. Critical features of ticketing systems include Internet, access control, print-at-home ticketing, ticket forwarding, mobile ticketing, email communication, and data gathering.

It’s also critical to coordinate ticketing with a customer relationship management (CRM) program. Whether you use the built-in functionality of the ticketing

systems’ CRM features or integrate with third-party systems such as Salesforce.com, learning more about your customers’ needs and behaviors is key in developing stronger customer relationships.

#### SOCIAL MEDIA STRATEGY

OVG360 marketers are industry leaders in regards to social media and interactive marketing. The network of support, training, and expertise our Marketers are offered is unmatched in the facility management industry. On a regional support level, OVG360 has a Regional Interactive Marketing Manager who is responsible for:

- Maximizing communication and resources
- Supporting all social media and online ticketing initiatives
- Advocating and ensuring best practices
- Maximizing new resources and emerging technologies
- Communicating new initiatives

#### DATABASE ACQUISITION

In addition to automatically opting all purchasers into the e-mail database, OVG360 marketers also acquire new contacts by running contests to win tickets both on the venue website and partner websites.

OVG360’s “one marketing department” mentality is apparent through our managed venues’ usage of “**The Big Ticket**” campaign. Started in Philadelphia at the Wells Fargo Center, the concept of this promotion is to award two tickets for every event in a year to one lucky fan. Thanks to our company’s resources, our marketers have been able to efficiently implement this creative and exciting concept utilizing pre-developed resources and support, resulting in increased exposure and enhanced databases from venue to venue. This promotion garners so much attention that many venues have been able to increase sponsorship and advertising trade in conjunction with it.





### E-MAIL MARKETING

OVG360 marketers utilize e-mail for key customer communications, including event announcements, pre-sale and discount ticket information, and to constantly remind the venue's database of upcoming events. These e-mail blasts also provide a great opportunity for sponsorship sales.

In Bangor, Maine, OVG360 staff sent out a Cyber Monday email with a special discount code for upcoming events at the Cross Insurance Center including WWE, Harlem Globetrotters, Justin Moore, and Kevin Hart. Working with the respective promoters, our staff offered a BOGO (buy one get one free) deal for WWE and Justin Moore, 25% off Harlem Globetrotters tickets, and \$40 tickets for Kevin Hart. The code was valid for 12 hours, 10a.m. to 10p.m. and valid online only. Discounts varied by show, and ranged from \$5 select price levels to BOGO tickets. This campaign was done at no cost to the venue, with the following results:

- Total Emails Sent: 1
- Delivered to: 24,591 recipients
- Open Rate: 18.2%
- Click Through Rate (CTR): 3.5%
- Tickets sold: 258
- Revenue Generated: \$10,805

### FORD WYOMING CENTER SUCCESS

OVG360 began managing the Ford Wyoming Center (formerly the Casper Events Center) on



October 1, 2016. Prior to OVG360, the venue was managed by the City of Casper. All staff were kept on in similar positions through the transition. OVG360 has significantly reduced the deficit in Casper by growing staff and adding a cutting edge marketing plan to grow revenues and reinvigorate a community. Below is a comprehensive overview of our team's marketing and community engagement. These examples are representative of the types of initiatives we would look to implement at MetraPark.

### COMMUNITY PARTICIPATION

We live, work and play within our community. Our

OVG360 staff is committed to being active participants in the day-to-day success of our home. Our team members are engaged with the following community organizations/participation activities or hold the leadership positions listed.

- Rotary Club memberships
- United Way Board Member
- Chamber of Commerce Business After Hours networking events participation
- Food Bank of the Rockies (preparing and filling food boxes for distribution in the community)
- Five Trails Rotary Club in Casper
- Casper Area Business TIPS group
- Judge for the annual DECA tournament
- Program Director for Central Wyoming Human Resources Association
- President-Elect for Legal Assistants of Wyoming
- Rotary Club of Casper (including a position on the club's marketing committee)
- United Way Health and Wellness Committee
- Proud to Host the Best Committee
- 2020 Leadership Casper Class
- 2020 Chamber of Commerce Emerging Leader of the Year Award
- College National Finals Rodeo Committee Marketing Person
- Scout Master for Boy Scouts of America Troop 13, completed numerous service projects over the years
- Judge for the annual DECA tournament
- Camp Director for a Girls Church Camp of 100+
- Executive Board for Visit Casper
- Governmental Committee with the Casper Chamber of Commerce
- Rotary Club of Casper,
- Five Trails Rotary Club, Casper
- Kiwanis group

### COMMUNITY ACTIVATION

Our Food and Beverage department is proud to host a variety of local non-profit organizations that work in the concession stands during events or assist with banquet services. These organizations include local churches, school groups (both high school and college), boy scouts, and dual language programs. Having these groups work allows us to put more focus on our patrons while giving back to the community organizations. In Fiscal Year 2021, non-profit groups



made nearly \$26,000 plus tips for their services.

The Wyoming Food for Thought Project (WFFTP), a locally-based non-profit organization focused on conquering childhood hunger within our community, regularly receives leftover food from us each year. This partnership supports the community while ensuring no food goes to waste after and between events at the Ford Wyoming Center. WFFTP takes our rescued food and repurposes it into good, wholesome, homemade food for school aged kids.

**SUPPORTING THE COMMUNITY THROUGH EVENT SUPPORT, TICKET DONATIONS, AND CASH SPONSORSHIPS**

Being active in the community and fostering continuity in hosting community events is essential to our success in each new venue. The Ford Wyoming Center was already host to numerous annual events including many annual community fundraiser events. OVG360 has been able to grow relationships and help contribute to the continued success of many of these events including:

- The Science Zone Halloween Trick or Treat Trail (2020 & 2021)
  - This annual event has been held in downtown Casper for numerous years but was in jeopardy of cancellation in 2020 due to COVID-19. The staff of the Ford Wyoming Center reached-out to the organizers and offered to partner with the promoters to host the event inside of the venue in 2020 and 2021 to aid in assuring the continuation of this free, community event in a COVID-safe and weather-friendly environment.
- Casper Humane Society Animal Vaccination Clinics (2020 & 2021)
  - During COVID-19, the Casper Humane Society was hosting drive-through pet vaccination clinics. These events were highly attended, however, due to their close proximity to the interstate, the clinics were shut down as they were causing traffic to back-up onto the interstate. Ford Wyoming Center staff reached-out to the Humane Society and offered our parking lots for their use for additional pet vaccination clinics. This allowed hundreds of residents to continue to vaccinate their pets in a

COVID-safe process without impacting traffic or causing safety issues.

- Ford Wyoming Center management worked closely with community leaders to renew long-term rental agreements for the Wyoming High School State Tournaments (two weekends of basketball, one weekend of wrestling, one weekend of volleyball) and the College National Finals Rodeo (CNFR). These two sets of events create the highest level of economic impact for the Casper Community each year and are huge wins for our team.
- Olivia Caldwell Foundation Butterfly Ball Adult Prom (2020, 2021, 2022, and beyond)
  - This event was reaching the maximum capacity of attendees in their ballroom at a hotel and reached out to us for availability. The Ford Wyoming Center General Manager gave them a great deal to relocate to our venue and got them to sign a multi-year agreement.
- Drive-Thru COVID Vaccination Clinics (2021)
- High School and College Commencements during COVID
  - Our venue worked to make sure kids could have their ceremony safely by accommodating outdoor ceremonies or socially distanced ceremonies
- Drive-In Concerts (2020)
  - The venue hosted concerts shown on big screen TVs to be viewed from patrons' vehicles in the parking lot; the venue was able to sell concessions to attendees to drive revenue
- Promotional Ticket Requests; as of January 2022, the venue has already provided 14+ tickets valuing over \$600 for the below local non-profit organizations to use at their fundraising events:
  - Youth Crisis Center
  - Meals on Wheels
  - Jason's Friends Foundation
  - Mimi's House
  - Boys and Girls Club of Central Wyoming
  - Montessori School of Casper
  - Big Brothers Big Sisters of Natrona County
- Cash Sponsorships of local community events and fundraisers
  - Safe Kid's Day Sponsorship: This cash sponsorship included a vendor booth at the Safe Kid's Event in 2018. The venue had tickets

for the kid’s show PJ Masks on sale and access to borrow some big-head character costumes from the nearby OVG360-managed venue in Loveland, CO. Our marketing team hinted on social media that some celebrities would be in attendance for photo opportunities. Our team provided coloring sheets, flyers, and information about various upcoming events at the booth. Volunteers from other departments wore the costumes and posed with the kids at the event. The “heroes” were also photographed with various businesses to be shared on their social media channels. The PJ Masks characters were a huge success. The character photos with kids were all over Facebook that weekend. We also obtained over 100 new email addresses for our database.



- Zach Williams Concert Sponsorship - Highland Park Community Church in Casper has been a great partner of OVG360 since coming to Casper in 2016. They’ve partnered with us to help co-promote and/or publicize various Christian artists that have performed in our venue. They had an opportunity to host Zach Williams at the church and we were able to help them by providing a small cash sponsorship and marketing assistance which resulted in a sold-out concert.
- Wyoming Coaches Association Golf Tournament Sponsorship

- Lemonade Day Sponsorship
- Wyoming Community Foundation Conference Sponsorship
- Little Heifer Rawlins Chamber of Commerce Event Sponsorship
- American Cancer Society Cash Sponsorship
- Float in Central Wyoming Fair and Rodeo Parade (2017, 2018, 2019)

**EVENT CREATION**

Self-created events are a key way to drive revenue in the local markets we operate. Many events hosted in Casper, WY (outlined below and on the following page), would be strong fits for the Yellowstone County market.

**BOOZE & BACON FESTIVAL (2018; 2019; 2021)**

Inspired by case studies from various other OVG360 venues, the Ford Wyoming Center came up with the concept for the Booze and Bacon Festival in 2017, and, after partnering with a local radio group and distillery, the event came to life in 2018. The event features bacon-filled dishes from a variety of local restaurants and samples of beer and liquor from national and local reps and distillers. Trophies are given out to the vendors voted best in “Booze,” “Bacon,” and “Beer.” This has become an annual event that the community looks forward to attending. Vendors also get excited to compete to take home coveted trophies. Each year, a portion of the ticket sales is donated to a local charity. In 2022, we will be incorporating a national Beard and Mustache Competition into our Booze and Bacon Festival.



### SEASON OF GIVING (2017, 2018, 2019, 2021)

Inspired by similar programs at other OVG360-managed venues, the Ford Wyoming Center launched the annual Season of Giving in 2017. The focus of the event is on sharing and promoting social good. Each day, we highlight amazing people, charities and causes, with the goal of generating fundraising dollars, raising awareness, and spreading holiday cheer in the Casper Community. Each year's specific activities have varied but have included food drives, pet supply drives, movie nights, as well as the extremely popular teen night and breakfast with Santa.

Other self-promoted events include:

- State Pool Tournament - This event was secured by OVG360 in 2017 with a multi-year agreement through 2023
- Valentine's Dinner at Hogadon Lodge (2019, 2020, 2021, 2022)
- Casper Comedy Night (August 1, 2020 – COVID)
- Chad Comedy Hour (August 20, 2020 – COVID)
- Ladies Night Out Comedy & Tradeshow Event (April 23, 2021)
- 307 Fest (August 26, 2020; July 3, 2021 – COVID)
- Yoga Event (January 16, 2021; February 20, 2021 – COVID)
- Hosted camping, parking, and viewing areas for the Solar Eclipse
- Provided indoor space for soccer and softball practices during COVID
- Sunset Dinners and Date Night Dinners at Hogadon Lodge (2018, 2019, 2021)
- Rock, Paper, Scissors Contest at Hogadon Lodge (2018)
- Murder Mystery Dinner at Hogadon Lodge (cancelled due to COVID)
- Renaissance Fair at Hogadon Lodge (tentative fall 2022)

Additionally, we provide equipment and staffing services for various off-site activities as a source of additional income and hours for part-time employees.

- Equipment rentals for Gaslight Social events
- Equipment rentals for Bear Trap Festival
- Equipment rentals for Lansing Field events
- Staffing services for State Fair and Rodeo
- Staffing services for State Track Tournament
- Staffing services for Street Outlaws filming
- Staffing services for Indian Relay Races

### HIGHLIGHTING SUCCESSES OF AG-RELATED EVENTS

#### CNFR

The indoor arena inside of the Ford Wyoming Center has been home to the College National Finals Rodeo for over 20 years and recently secured a contract extension that runs through 2027. This event has helped solidify relationships between the venue and local and national sponsors such as Wyoming Machinery, John Deere, Frank's Butcher Shop, Diamond M Ranch, Murdoch's Ranch Supply, Cactus Ropes, and many more.

#### PBR

OVG360 was able to establish the return of PBR in the venue after a 5-year hiatus. We were able to host a COVID-friendly PBR event in 2020 with seating pods and multiple performances which allowed the PBR to host an event and fans the opportunity to attend one of the first larger-scale public events within our community.



#### EXTREME BULLFIGHTING

Through OVG360 relationships, the Ford Wyoming Center was able to bring Extreme Bullfighting to Casper in 2018. This is now an annual event growing in popularity, attendance, and sponsorship engagement each fall. This event has helped us to solidify sponsorship relationships with Magic City Stoves and Boot Barn.

*"The venue is outstanding. The community is outstanding. It's been a very integral part of who we are, what we do and college rodeo for 23 years. It's to the point that our student athletes have not qualified to go to the CNFR, they qualify to go to Casper, and so, they all love Casper. It's a great location. We've had plenty of chances to think of a better place, but there's not. This is the best place you can have it."*

– Roger Walters, NIRA Commissioner 2009-2021



## APPROACH TO BOOKING

### BOOKING STRATEGIES

Booking events and marketing them to the local community will be a top priority of the senior management of OVG360. Our booking leverage is real and begins with Irving Azoff.

There is one simple truth in the entertainment touring industry; shows go where they believe they will be successful. At OVG360, we know how to make events successful. Perhaps most importantly for MetraPark is that our record of success has provided us the necessary national and regional relationships to book events. OVG360 sees a unique opportunity to help Yellowstone County drive attendance to the venue, bringing new patrons to the venues and the region.

To be successful and effective at booking events, a company must know the entertainment industry and understand the artists, the agents, the promoters, and most of all, their facility. OVG360 has outstanding relationships with every major booking agency, event promoter, and family show producer in North America. When programming MetraPark we will be agnostic. The venues will be marketed to ALL event promoters. Our operations at the Ford Idaho Center confirm this where we have hosted shows from AEG, LiveNation, Police Productions, and FELD Entertainment, PBR, and more.

### CONCERT PROMOTERS

OVG360 works with all concert promoters. They include:

- AEG Presents
- Beaver Productions
- Innovation Arts & Entertainment
- Live Nation
- Marshall Arts
- National Artists Corp
- NS2
- Outback Concerts
- Police Productions
- The Messina Group
- North American Entertainment Group
- Another Planet Entertainment

### FAMILY SHOW PRODUCERS

OVG360 works with all family show producers. They include:

- Cirque du Soleil
- Disney Live
- Disney On Ice
- FELD Entertainment
- FELD Motorsports
- Harlem Globetrotters
- Professional Bull Riders (PBR)
- World Wrestling Entertainment (WWE)





## BOOKING SERVICES MODEL

### OVERVIEW

OVG360 will continue to provide booking services for MetraPark. Oak View Group, using its relationships and industry leverage through its ownership (Irving Azoff) and Arena Alliance, along with Live Nation touring, will continue to make the arena and Billings a concert tour priority. To accomplish this, we made MetraPark part of touring discussions with the highest level of decision makers.

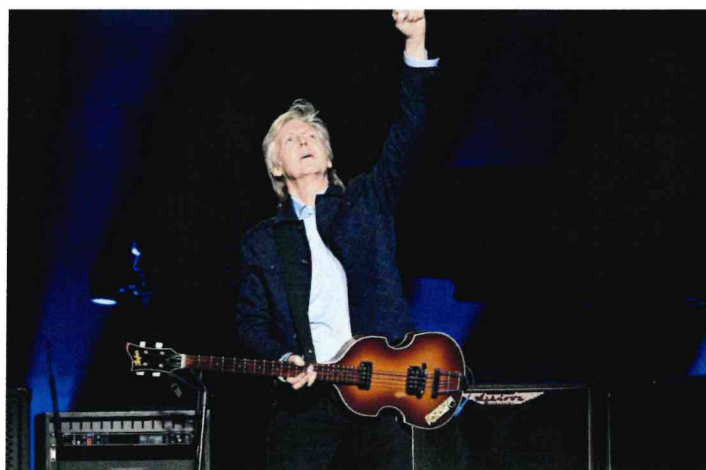
### MARKETING AND BOOKING SUCCESS AT RUPP ARENA

OVG360 has a proven track record of successfully booking and marketing public entertainment facilities. We began a partnership with Live Nation and the Lexington Centre Corporation (“LCC”) to revitalize event activity in the iconic 20,545-seat Rupp Arena in Lexington, KY. In just two years, our partnership delivered two record years of event activity and related revenues. Major event totals have doubled in both 2018 and 2019 (despite being closed four months for renovations). Such major artists as Paul McCartney, Eagles, Justin Timberlake, and Pink generated record revenues for LCC and created substantial economic impact for Downtown Lexington hotels, restaurants, and retail establishments.

In the first two years of our partnership with LCC, we have generated over \$2 Million in new net revenues for Rupp Arena. In addition, Live Nation has made a substantial commitment to the Lexington market by creating the now annual Railbird Festival at Keeneland and is producing the first-ever concert at University of Kentucky’s Kroger Field featuring Chris Stapleton, Willie Nelson, and Sheryl Crow. Below are the concerts that played at Rupp Arena in 2018 and early 2020.

### RUPP ARENA CONCERT HIGHLIGHTS

- Justin Timberlake
- Foo Fighters
- Thomas Rhett
- Miranda Lambert
- Snoop Dogg
- Paul McCartney (2019)
- Pink (2019)
- Luke Combs
- Sturgill Simpson
- Chris Stapleton
- Tim & Faith
- Alan Jackson
- Winter Jam
- Eagles
- Brantley Gilbert
- FFD/Phish
- Festival of Praise
- Red, White & Boom
- A Perfect Circle
- Jeff Dunham
- TSO
- Alabama



## PROMOTING & CO-PROMOTING

OVG 360 has experience with promoting and co-promoting events and considers doing so on a case-by-case basis. Our approach to event booking is to be open minded and consider everything. There are many potential combinations of promotional risk in play, which include some risk involvement from OVG360 on both a local and company-wide basis.

## CURRENT BOOKING AGREEMENT

OVG360 currently provides booking services for MetraPark. Oak View Group, using its relationships and industry leverage through its ownership (Irving Azoff) and Arena Alliance, along with Live Nation Arenas, are working to make MetraPark and the Billings market a concert tour priority. Our team ensures that MetraPark is fully represented in discussions with event touring decision makers at the highest level of our industry. This access provides a strategic advantage over other venues in the region.

Additionally, the OVG360/Live Nation Arenas team provides marketing resources and support from our corporate offices in Philadelphia, PA; Los Angeles, CA; and New York, NY. This includes coordination with event tour marketing representatives, as well as the sharing of best practices and data from the largest and most successful arenas in the country to maximize ticket sales for every event.

## FUTURE OUTLOOK

Although our booking agreement only took shape during 2021, the booking cycle and our efforts are starting to generate results. We recently confirmed a concert with Hank Williams Jr. on May 27, 2022 and ticket sales have been extremely strong. In less than one week since the public on-sale, the show has sold over 3,300 tickets and generated over \$325,000 in gross sales.



Our team has been hard at work ensuring MetraPark is at the forefront of all booking discussions. Below is a list of artists currently in conversation that OVG360 is actively working to schedule at MetraPark. Given the confidential nature of the booking business, we are not able to share specific dates until each show is confirmed and announced.

- Cody Johnson
- John Mayer
- Chris Stapleton
- Pentatonix Christmas
- Paw Patrol

## INFORMATION/CONSULTING

In addition to our booking resources, we also provide consultation services including:

- MetraPark representatives participate in twice monthly OVG booking calls, providing access to updates from OVG corporate (Eric Gardner), Live Nation Arenas representation, as well as updates from Brad Painter Director of Booking, OVG360, and other venues from around the US & Canada
- Ticket count and artist fee information from our portfolio of venues is shared to help MetraPark's Fair booking efforts
- Ongoing discussions are held with MetraPark representatives to revise promoter deals to better incentivize promoters and better position the venue for more content.

## NO COMPETING VENUES

OVG360 does not currently manage any competing facilities nor foresee any conflict of interest in providing management services for MetraPark. In fact, we believe our regional footprint provides improved tour routing and increased national exposure for all venues managed by OVG360.

# METRAPARK

## BOOKING SUCCESS & HIGHLIGHTS

The information listed below reflects the involvement and results of OVG360's work to better establish First Interstate Arena and the Billings market on the radar of various live entertainment industry decision makers. This is sometimes accomplished through direct bookings (e.g. Hank Williams Jr, Kevin Gates) or indirect advocacy leading to bookings directly with the MetraPark team (e.g. Live Nation, Outback Concerts, and Pepper Entertainment events). OVG360's goal is always to drive as many events as possible to MetraPark and establish First Interstate Arena as a 'must play' stop in the Northwest United States.

### CONFIRMED SHOWS

**Morgan Wallen** (5/14/2022)

**Maroon 5** (8/8/2022)



**Dierks Bentley** (9/10/2022)

**Hank Williams Jr** (5/27/2022)



**Kevin Gates** (6/11/2022)

**Kodak Black** (9/2/2022)



**Justin Moore** (9/15/2022)

**Rodney Carrington** (10/8/2022)



**Bert Kreischer** (11/9/2022)

**Kane Brown** (5/20/2023)



### HOLDS/AVAILS

**Cher** (Spring 2023)

**Brooks & Dunn** (Spring 2023)

**Chris Stapleton** (May & June 2023)



**Jason Aldean** (July 2023)

**Cody Johnson** (Spring 2023)



**Brad Paisley** (mid-Sept. - mid-Oct. 2023)



**Billy Strings** (Oct. 2023)

**Hot Wheels Monster Trucks Live** (Nov. 3-5, 2023)

**Paw Patrol**

**Trolls Live**



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March 16, 2022

To Whom It May Concern,

Live Nation has a longstanding and mutually beneficial relationship with Oak View Group. We are partners with Oak View Group on several facility management contracts, including in Lexington, Kentucky; Austin, Texas; Palm Springs, California; Seattle, Washington; and Savannah, Georgia.

We have had the opportunity to work with Oak View Group and its partners in discussing and securing content for First Interstate Arena. Further, we work closely with Oak View Group's Arena Alliance members in places locations that would benefit content in Billings.

Live Nation and all our associated divisions are engaged with the Oak View Group staff at all their managed venues. We believe that the Oak View Group would be an excellent operator for the MetraPark and a great addition to the Yellowstone County community. Should Oak View Group be the successful bidder, we anticipate working with them to achieve the highest level of success at the venue and the future of MetraPark.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael R. Evans".

Michael R. Evans  
President, Live Nation Arenas

**One Presidential Boulevard, Suite 300, Bala Cynwyd, PA 19004  
610-784-5447**

## EVENT SCHEDULING GOALS

Through our County-approved booking policy, we will prioritize community-focused and revenue-generating events (which also include events that will have a positive economic impact on the community). We will work closely with representatives from the County and from key community groups including Visit Billings to finalize these priorities and establish corresponding performance measures.

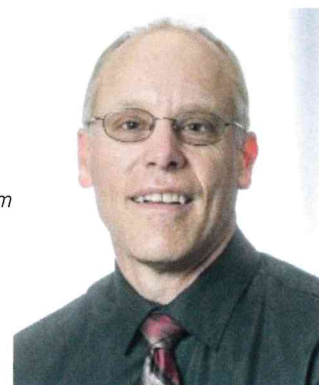
## COMMITMENT TO THE BILLINGS COMMUNITY

While booking, promoting, and hosting large-scale events is a priority of OVG360, we never lose sight of the communities we serve. Supporting long-standing community groups such as 4-H, Chase Hawks, Nile, and Future Farmers of America will remain a key pillar of our operational approach. To stand behind our promise, we have incorporated a Qualitative Incentive Fee in our financial proposal, directly calculated based on the feedback from the aforementioned community groups. We are also thrilled to propose a \$20,000 scholarship to these local organizations at the onset of our agreement.

To demonstrate our ability to manage booking events of all sizes, we have included letters of recommendation from the Ford Idaho Center in Nampa, ID on the following pages.

### PAST EXPERIENCE WITH EXISTING RENTERS

*Brad Murphy, currently serves as General Manager of the Ford Wyoming Center located in Casper, Wyoming and has extensive history with several of the main user groups associated with MetraPark. Brad was born and raised on a cattle and sheep ranch located northeast of Billings. He served for over 19 years in the Montana University System managing the Brick Breeden Fieldhouse in Bozeman and the Adams Center in Missoula. During this time period, Brad developed a strong professional relationship with the staff and board members of MetraPark, which still exist to this day.*



*Many of the user groups affiliated with MetraPark were also very active in the Bozeman and Missoula facilities. The Montana High School Association and their member schools host events on an annual basis at all three locations. The State 4H and FFA conferences were hosted in Bozeman during the early summer in preparation for the large state fair competitions. The Great Rockies Outdoor Show under the leadership of Bill Reier has a history of being in all three buildings.*

*Brad's agricultural background has built a strong understanding and in many cases relationships with MetraPark tenants; NILE, MATE, Chase Hawks, Yellowstone Country 4H. Brad has exhibited cattle at NILE several times in the past forty years and has met many of the board members and the current general manager, Rick Hamilton. The Chase Hawks Memorial Foundation has a board with an expansive background many who know or have worked with Brad. Yellowstone County 4H Director, Randi Baker worked with Brad in Bozeman during the State 4H Conference.*

*The Billings affiliation does not end with the ag community for Brad. He has worked with many civic leaders throughout the city including, Bruce Glennie, President of Opportunity Bank, Mitch Dimich, Pepsi, Sean Lynch, 11:11 Presents, Tyler Wiltgen, St. Vincent Hospital, Stefani Gray Hicswa, Chancellor of MSU Billings and Paul Mushaben, KCTR .*



02/03/2022

*It is our absolute pleasure to recommend Spectra Venue Management.*

*The Idaho Horse Park Foundation in conjunction with The Snake River Stampede have been founding partners in the development of the Idaho Horse Park since its' inception in 2001. Upon completion of the Sports Center Arena the buildings were transferred to the City of Nampa as a city asset to enjoy. It has been a journey of learning after the appointment of another management company in the beginning. We discovered how important it is to have a company that wishes to embrace the local culture and work with existing events and founding members. This has been accomplished with the appointment of Spectra Venue Management.*

*Our goals were to grow regional horse shows to state and national level events and provide a facility to continue to embrace our western heritage and culture through related events. Spectra brought new ideas and energy to our facility and these goals have been realized and exceeded. Spectra continues to be very cooperative with local horse clubs and the local horse community. Even as our schedule has become very full, there is always an effort to communicate and assist the local community when scheduling events and trying to accommodate their needs.*

*We can truly sing the praises of our General Manager, Andrew Luther, as he shows support, transparency and is always available to us. He and Spectra Venue Management have been well accepted by the local community, the City of Nampa and our local, state and national horse community.*

*We would enthusiastically recommend Spectra Venue Management. We look forward to our continued relationship in working together to further our community goals.*

*Please feel free to contact us if you want to discuss anything further. We would be happy to expand on our recommendation.*

*Best wishes,*

**Idaho Horse Park Foundation**



December 13, 2021

Snake River Stampede Rodeo  
16114 Idaho Center Blvd., Ste. #4  
Nampa, ID 83686

The Snake River Stampede Rodeo remains a proud partner with the Ford Idaho Center and Spectra. This past year was a true challenge for most businesses. The ongoing COVID-19 situation has dramatically changed how we live and work.

Andrew Luther has worked hard to manage the evolving situation while closely monitoring the COVID situation moving forward safely for the benefit of the community, customers, partners and staff. We appreciate that he has led in this manner not only for the FIC events, but the rodeo as well.

We are proud of the resilience, flexibility, and professionalism of the FIC employees, who provided amazing customer service during the 2021 rodeo and the weeks leading up to our event. We know that staffing was difficult for everyone this year, but with the loyalty of the FIC, Horse Park and ICTickets staff and the outside employment services they partnered with, we were impressed to say the least.

We understand our partnership is unique. We also understand trust plays a huge part of what make us successful together. We look forward to continuing to work with the City of Nampa and the Ford Idaho Center in the years to come.



# IDAHO HIGH SCHOOL ACTIVITIES ASSOCIATION

Serving Idaho's Youth Since 1926

Ty Jones, Executive Director

Julie Hanson, Assistant Director     Mike Federico, Assistant Director

8011 Ustick Road     Boise, ID 83704

Phone #: (208) 375-7027     Fax #: (208) 322-5505

website: idhsaa.org     e-mail: admin@idhsaa.org

February 2, 2022

To Whom It May Concern:

The Idaho High School Activities Association has worked with Spectra for several years for numerous state championships for our activities. The crew that Andrew has working for him is the best. Their company is one of the main reasons that our state continues to partner with them.

Their communication skills, general tournament management, set up, last minute changes on our part and overall ease of the partnership is fantastic. I would highly recommend them for any event that you are considering using them for.

You will not be disappointed. Please do not hesitate to call if you have any questions.

  
Ty Jones



Debbie Kling  
Mayor



City of Nampa  
411 3rd Street South  
Nampa, ID 83651  
208-468-5401

**Office of the Mayor**

December 20, 2021

Mr. Andrew Luther  
Spectra General Manager  
Ford Idaho Center and Nampa Civic Center

Dear Mr. Luther:

On behalf of the City of Nampa, congratulations to you, your team and Spectra Venue Management for another successful year managing the Ford Idaho Center Nampa Civic Center. Even through two challenging years, your oversight, dedication and hard work has resulted in some of the best financial performances in the venue's history. Since Spectra has taken over as the management company for both the Ford Idaho Center and the Nampa Civic Center, the financial trend has improved year over year.

This year, we are extremely pleased to learn both venues have outperformed the anticipated budget. **For the first time in many years, the Ford Idaho Center ended the year with a profit of nearly \$500,000.** What was a budgeted operating *loss* of nearly \$600,000 was turned into a profit for our community. The Nampa Civic Center also exceeded their projections by nearly \$200,000. Both year-end reports are extremely favorable and should be commended by your organization.

Thanks to your support, the Ford Idaho Center has served as the location for the nearly monthly community food distribution through the Idaho Food Bank since last year. This month, we celebrated distributing over one million pounds of food for vulnerable families and individuals. Thank you for your continued support of these events in the coming year, which yields unmeasurable profits for our community.

Congratulations again on a record-breaking year. Spectra's excellent management and service to our community is sincerely appreciated.

Regards,

Mayor Debbie Kling  
City of Nampa



# C. PROPOSED OPERATIONS PLAN

## OPERATING POLICIES & PROCEDURES

In the following pages, we have provided information on OVG360's approach to managing and operating MetraPark, including as it pertains to security, show management, customer service, maintenance monitoring, event cleaning and set-up related efforts, and maintaining the facility condition.

While we have provided preliminary information regarding our approach to customizing the policies and procedures for these key areas of operation, it should be noted that each of these aspects will be fully customized for MetraPark upon our hire. We recognize that the facility requires a turnkey operation, which we are prepared to develop and deliver on behalf of Yellowstone County.

## FACILITY OPERATIONS

### YOUR VENUE, OUR RESPONSIBILITY

We recognize the significant responsibility that we have to protect and maintain the assets that our clients have spent billions of dollars to develop. We understand that each venue we manage must meet its operational life expectancy — and, equally important, that we must keep a watchful eye on operating expenses, as well as the building's bottom-line performance.

That's why we approach every venue we manage as if it were our own, focusing not on short-term profits but on long-term fiscal stability and performance. It's why our partnership with an existing venue begins with an exhaustive audit to fully understand how it's being managed — and how its operations can be improved. And it's why we develop a comprehensive, customized plan that covers even the tiniest details of MetraPark's day-to-day and long-term operations, allowing your venue to function at the highest levels of operational and fiscal performance.

The bottom line? OVG360 understands that managing MetraPark is about more than just improving the bottom line — it's also about protecting your assets. We will customize our processes so that our team can efficiently generate work orders across the many service providers at the venue to ensure projects can be initiated quickly and efficiently. Our team is committed to continually monitoring and reporting to Yellowstone County the condition of the facility as we are your eyes and ears on the floor and working to ensure that damages are quickly identified, fixed, and that event damage beyond typical wear and tear is accurately invoiced for and collected. With a venue this size, communication, process, and accountability are critical to maintaining its condition. We look forward to driving success in these regards.

### OPERATION PLAN OVERVIEW

Detailed information about our approach to venue and event operations is provided in our operations manual, which is a proprietary document that we will begin customizing for MetraPark immediately after contract award. The manual's table of contents is provided on the following pages.

## ORGANIZATIONAL CHART

Our proposed organizational chart for MetraPark was included earlier in this section.



## FOREWORD

1. OVG360

2. MISSION STATEMENT

## FINANCE & ADMINISTRATION

### 3. FINANCE MANUAL

- |  |  |   |
|--|--|---|
| <ul style="list-style-type: none"> <li>▪ Introduction</li> <li>▪ Cash Handling Procedures/Authorizations</li> <li>▪ Accounts Payable/Receivable</li> <li>▪ Procurement</li> <li>▪ Employee Benefits</li> <li>▪ Payroll Procedures</li> </ul> | <ul style="list-style-type: none"> <li>▪ Retirement Plan Management</li> <li>▪ Operating &amp; Capital Budget(s)</li> <li>▪ Contract Analysis</li> <li>▪ Annual Audited Report to Client</li> <li>▪ Internal Audit Procedures</li> </ul> | <ul style="list-style-type: none"> <li>▪ Rolling Forecasts/Cash Management</li> <li>▪ Staff Training &amp; Support</li> <li>▪ General Ledger</li> <li>▪ Event Budgeting &amp; Reporting</li> <li>▪ Schedule of Rent &amp; Fees</li> <li>▪ Cash Management/Bank Reconciliation(s)</li> </ul> |
|--|--|---|

### 4. RISK REDUCTION PLAN

- |   |  |  |
|---|--|--|
| <ul style="list-style-type: none"> <li>▪ Purpose</li> <li>▪ Incident Occurrence Procedures</li> </ul> | <ul style="list-style-type: none"> <li>▪ Preparing for Incident Occurrences</li> </ul> | <ul style="list-style-type: none"> <li>▪ Report Forms/Documentation</li> </ul> |
|---|--|--|

## EVENT RELATED

### 5. BOOKING POLICIES / RENTAL RATES

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>▪ Purpose</li> <li>▪ Scheduling</li> <li>▪ Booking Guidelines</li> </ul> | <ul style="list-style-type: none"> <li>▪ Deposits</li> <li>▪ Auxiliary Spaces</li> <li>▪ Rental Rates &amp; Fees</li> </ul> | <ul style="list-style-type: none"> <li>▪ Tenant Rules &amp; Regulations</li> </ul> |
|---|---|--|

### 6. LEASE AGREEMENT / APPLICATION

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>▪ Lease Agreement</li> <li>▪ Terms &amp; Conditions</li> </ul> | <ul style="list-style-type: none"> <li>▪ Application for Lease</li> <li>▪ User's Guide</li> </ul> | <ul style="list-style-type: none"> <li>▪ Certificate of Insurance</li> </ul> |
|---|---|--|

### 7. SHOW ORGANIZER/SHOW MANAGER INFORMATION GUIDE

- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"> <li>▪ General Information</li> <li>▪ Convention Center Personnel</li> <li>▪ History</li> <li>▪ Parking</li> <li>▪ Location</li> <li>▪ Telephone Numbers</li> <li>▪ Power/Utilities</li> <li>▪ Emergency Equipment</li> </ul> | <ul style="list-style-type: none"> <li>▪ Disability Features</li> <li>▪ Floor/Field</li> <li>▪ Forklift</li> <li>▪ Intercom</li> <li>▪ Lighting</li> <li>▪ Load In</li> <li>▪ Show Management Office</li> <li>▪ Rigging</li> </ul> | <ul style="list-style-type: none"> <li>▪ A/V System</li> <li>▪ Staging</li> <li>▪ Telephone Service</li> <li>▪ TV/Video Services &amp; Hook-Up Policy</li> <li>▪ Capacity</li> <li>▪ Rental Conditions / Rates</li> </ul> |
|---|--|---|

### 8. EVENT COORDINATION

- |   |  |  |
|---|--|--|
| <ul style="list-style-type: none"> <li>▪ Information Gathering (Pre-Event)</li> <li>▪ Communication (Pre-Event)</li> <li>▪ Execution (Pre-Event / Event Day)</li> <li>▪ Evaluation (Post Event)</li> <li>▪ Event Supervisor Checklist</li> <li>▪ Event Employee Scheduling &amp; Posting</li> <li>▪ Pre-Event Announcement</li> </ul> | <ul style="list-style-type: none"> <li>▪ Event Coordination</li> <li>▪ Event Production Meetings</li> <li>▪ Information Sharing/Communications Plan</li> <li>▪ Event Production Plan to all Department Heads</li> <li>▪ Documentation of Client Contact</li> <li>▪ Customer Satisfaction Plan</li> </ul> | <ul style="list-style-type: none"> <li>▪ ADA Compliance</li> <li>▪ Customer Service Plan (GREAT Experience)</li> <li>▪ Performance Management Plan</li> <li>▪ Repeat Business- Book it now!</li> <li>▪ Exhibitor Services</li> </ul> |
|---|--|--|

- 9. **EXHIBITOR SERVICES MANUAL**
  - Welcome/Letter from General Manager
  - Exhibitor Services Guidelines
  - Service Rates
  - Move In/Move Out Procedures
  - Loading Dock Procedures
  - Freight/Drayage
  - POV's
  - Rigging
  - Sample Policies and Forms
  
- 10. **EVENT SECURITY PLAN**
  - Security Plan
  - Positions
  - Keys/Access Management & Control
  - Policies/Procedures
  
- 11. **EVENTS STAFF MANUAL**
  - Introduction
  - Customer Service
  - Rules & Regulations
  - Personnel Policies
  - Event Staff
  - Security
  - Radio Procedures
  - First Aid Procedures
  - Spills
  - Accidents / Injuries
  - Crowd Management
  - Illegal Vendors
  - Employee Guidelines
  - Public Relations
  - Patron Rules
  - Guest Complaints
  - Search & Seizure
  - Door Guards
  - Ticket Takers
  - Convention Center Entrance Guards
  - Loading Dock Procedures
  
- 12. **DISABLED ACCESSIBILITY**
  - Introduction
  - Parking
  - Ticketing
  - Facilities
  
- 13. **EMERGENCY RESPONSE MANUAL**
  - Purpose
  - Hazardous Chemicals or Materials
  - Interruption of Electrical Service
  - Power Outage
  - Civil Disturbance
  - Natural Disasters
  - Fire and Smoke
  - Flooding
  - Bomb Threats
  - Bomb Threats Instructions & Checklist
  - Bomb Search Checklist
  - Medical Emergency
  - Building Evacuation Procedure
  - Crisis Communications Plan
  - Crisis Communications Policy
  - Dealing with Media
  - Crisis Situation Duties
  - Code Words
  - Organizational Chart
  - Emergency Response Chain of Command
  - Pull Station Location
  - Fire Extinguisher Diagram
  - Evacuation Route(s)
  
- 14. **GUEST GUIDE**
  - Introduction
  - Venue History
  - Features for Patrons with Disabilities
  - Catered Events
  - Bag Checks
  - Concession Stands
  - Doors Open
  - First Aid Station
  - Guest Services
  - Guest Conduct
  - Leaflets and Brochures
  - Lost and Found
  - Paging
  - Parking
  - Payphones
  - Re-Entry into Convention Center
  - Restricted Items
  - Rest Rooms
  - Smoking
  - Outside Food and Beverage

## HUMAN RESOURCES/ PERSONNEL

- 15. **EMPLOYEE POLICY/MANUAL**
  - Introduction
  - Employment Practices
  - Employment & Termination
  - Standards & Business Conduct
  - Compensation Practices
  - Benefits: Heath & Welfare
  - Benefits: Time-Off
  - Benefits: Education/Professional
  - General Information
  
- 16. **INTERN MANUAL**
  - Introduction
  - General "Convention Center" Information
  - Job Description
  - Code of Conduct
  - General Convention Center Policies
  - Drug-Free Workplace
  - Acknowledgments

## MARKETING

### 17. MARKETING MANUAL

- Introduction
- Available Corporate Support
- Goals & Objectives
- Marketing Research
- Analysis of Competition
- Target Plan
- Advertising Plan
- Promotion Plan
- Short Term Booking Plan
- Targeting Desired Markets
- Commercial Rights Sales
- Event Marketing & Promotion
- In-House Advertising Services
- Web Site Development & Maintenance
- Media Relations
- Information Technology
- Public Relations (General)
- Public Relations (Events)
- Coordination with CVB/hotels
- Joint CVB Roles & Marketing Plan
- National Tradeshow Attendance
- Booth hand-outs
- Promotions
- Targeted attendees
- Follow-up Plan

## OPERATIONS & ENGINEERING

### 18. OPERATIONS MANUAL

- General Information
- Set-up and Change Over Procedure
- Pre-Move In Checklist
- Event Day Checklist
- Event Data Sheet (Sample)
- Message Board Operations
- Floor Plans
- Maintenance & Repair Plan
- Predictive & Preventive Maintenance
- Warranty Management
- Fixed Asset Inventory Control
- Generator Testing
- Maintenance and Procedures
- Maintenance Logs
- Building Control Manual
- Event Equipment Inventory List & Control Log
- Lighting Control Manual
- HVAC, Lighting, Plumbing & Electrical Equip. List
- Snow Removal Plan (if applicable)
- Landscape Maintenance Plan
- Loading Dock Operations and Receiving Procedures
- Use of 3rd Party Subcontractors
- Telephone Switch Operations and Procedures
- Emergency Contact List
- Fire Alarm Panel & Emergency Response Plan
- Building Security Plan
- Event Security Plan
- Local Security Coordination
- Homeland Security Coordination
- Emergency/Life Safety Management
- Fire Protection
- OSHA Compliance
- Forms & Checklists
- Shelter Management- in case of disaster
- Sustainable Procedures

### 19. CLEANING PROCEDURES

- Public Rest Room Cleaning Procedures
- Cleaning Plan
- Event Room Cleaning Procedures
- Vacuuming/ Spot Removal
- Soil Prevention
- Pre-Spray/ Shampooing
- Extraction
- Fabric & Upholstery
- Floor Maintenance
- Office Cleaning Procedures
- Trash Removal Plan
- Post Event Cleaning Operation Plan
- Supplies and Stocking Procedures
- Area Specific Checklists

### 20. PARKING OPERATIONS

- Introduction
- Parking Lot Maps
- Incoming Traffic Patterns
- Outgoing Traffic Patterns
- Collection Procedures
- Parking Procedures
- Disabled Parking Procedures
- VIP Parking Plan
- Coordination with City & State Police

## VENUE MAINTENANCE & OPERATIONS

### OUR COMMITMENT

OVG360 believes that the immaculate physical condition of MetraPark is every bit as important as the level of customer service provided by the staff. MetraPark's look and condition projects an image to attendees — and it can be a positive or negative one, depending on the staff's knowledge, dedication, and attention-to-detail when completing their day-to-day responsibilities.

We're committed to working in partnership with Yellowstone County to exceed industry standards for custodial services for MetraPark. We customize our services for each specific venue, and as previously stated, OVG360 provides the necessary policies and procedures in our operations manual for routine maintenance, cleaning, recycling, trash collection, room set-up, conversions, and related work needed to keep the venues we manage in like-new condition. For MetraPark, we look forward to working closely with the Yellowstone County team to identify opportunities for OVG360 to support maintaining the venues.

### SUBCONTRACTING

We regularly engage third-party contractors when it's cost effective to do so. The decision to subcontract services depends on factors unique to the market, including the availability of quality part-time labor, the competitive nature of the subcontracted services and the ability of contractors to provide specialized services. When subcontracting services, we always prefer to hire local vendors, thereby supporting the local business community. For MetraPark, we understand that there are many established subcontractors in place at the venue. Working closely with the County, we will review all agreements with the goal of maintaining as many current (and locally-based) service providers as possible.

When negotiating contracts for major services, we first prepare an RFP that clearly delineates a scope-of-services and the likely contract price. We evaluate the submitted proposals based on local conditions, as well as benchmarks we have for similar services in our other managed venues. We then negotiate with the

bidders to ensure that the services provided are the best value for our client.

For certain services and supplies, we can negotiate discounts through a national pricing program not available to many venues on their own. These services often can be provided through local franchises or vendors to ensure our commitment to the local community.

### TRANSITION PLAN

As described earlier in this response in section 3.B. *Team Experience*, our team has extensive experience transitioning management and operational services from municipalities.

### PREVENTATIVE & PREDICTIVE MAINTENANCE

As we manage the preventative/predictive maintenance functions in more than 230 venues, we understand its importance, and we are well equipped to support you in this regard. For your review, we have provided a high-level overview of our typical approach to both preventative and predictive maintenance. These best practices/our experience will support our ability to be your partner in maintaining the condition of MetraPark.

#### PREVENTIVE MAINTENANCE

Preventive maintenance (PM) is the key to avoiding equipment breakdowns, which can be costly and may interfere with the performance of an event. When we manage the process, OVG360 utilizes detailed PM plans — which are task- and frequency-based and developed within a computerized maintenance management system — to protect venues, ensure smooth event operations, minimize costly emergency repairs, and protect the safety of attendees, show-related personnel, and staff.

A quality PM program focuses on completing original equipment manufacturer (OEM) recommended tasks, such as lubricating moving parts, tightening loose parts, replacing parts, cleaning, and other similar activities at certain intervals of time. A PM program consists of the following:

- An inventory of all equipment to be maintained

- An inventory of spare parts (critical to operation)
- A list of all required and recommended maintenance tasks
- A schedule for routine maintenance and servicing
- A completed record of completion, repair and follow-up
- Follow-up supervision

### PREDICTIVE MAINTENANCE

Predictive maintenance involves monitoring equipment to detect deterioration, thus possibly preventing a breakdown. Predictive maintenance methods we use include vibration monitoring, thermal imaging, lubricating oil analysis, insulation resistance monitoring, and ultrasonic leak detection.

### CUSTODIAL MAINTENANCE

The following provides a brief overview of some of the most important custodial maintenance areas we focus on.

- **The Master Custodial Checklist.** Every location in the venue is prioritized on a master custodial checklist by how often it needs to be checked or cleaned. In many of our venues, tasks are entered in a computerized maintenance management system (CMMS), ensuring that cleaning in every part of the venue is addressed in a timely manner and preventing areas from going an extended period of time without review. This system also allows us to track the costs associated with maintaining the venue on a monthly basis.
- **Hard Floors and Carpets.** Flooring is a large capital investment item in a venue, making it imperative that we focus on hard floors and carpets. Detailed cleaning and maintenance methods are provided in OVG360's operations manual.
- **Exterior Maintenance and Landscaping.** Staff regularly assesses the venue's exterior to correct defects, pick up trash, shovel snow, and maintain the landscaping's beauty and health before the public arrives.
- **Equipment.** Frequently used event equipment such as tables, chairs, pipe and drape, dance floors, and staging are checked and maintained continually to prevent permanent damage, and to

ensure that an unacceptable piece of equipment is not used during an event. The FF&E investment in these items can amount to millions of dollars, making regular maintenance and cleaning critical.

- **Staff Training.** The custodial staff members in each OVG360-managed venue are trained to safely and efficiently perform the required tasks described in our operations manual. Each task must be completed as efficiently as possible, minimizing the impact on visitors during events. We also require mandatory staff participation in training, and we document each element of our training program.
- **Employee Safety.** As part of our commitment to provide a safe, secure environment for employees and attendees, OVG360 has developed a safety plan, which is incorporated into our operations manual for each venue we manage. This safety plan details the procedures and training requirements to be used in handling issues such as blood-borne pathogens, confined spaces, and equipment operation. We also train staff on handling accidents and accident investigation, electrical safety, and more.

### CAPITAL IMPROVEMENTS

OVG360 will work in close collaboration with Yellowstone County to plan for capital upgrades throughout MetraPark. As your partner, we will dedicate resources to reviewing and providing input on capital planning for all areas of the Complex. We will regularly make recommendations on projects that will improve the planner and guest experience throughout the facility.

### EVENT MANAGEMENT

#### EVENT COORDINATION

Successful events begin well before the guests arrive at your venue. As a world leader in venue management, OVG360 understands that thoughtful planning is what makes an event spectacular.

To ensure success, each event OVG360 hosts is assigned an event manager who follows a pre-event checklist to ensure that everything operates smoothly. The checklist includes:

- Review event information with client

- Review event rider, if applicable
- Create an event estimate
- Create and review event contracts
- Complete event advance information sheet
- Track show (touring shows) and monitor ticket sales (ticketed events)
- Contact venues where event has been previously
- Relay essential event set-up information to all staff
- Travel to see the event prior to its arrival at MetraPark

On the day of the event, the event manager serves as the primary contact with the client, while the event manager ensures that all staff is in place for the event.

### EVENT PRODUCTION: SET UP AND TEAR DOWN

We use standard operating procedures for set up and tear down at all of the venues we manage. An outline of these procedures is provided below:

- Verification of contractual issues (rental terms)
- Signed agreements
- Deposits received
- Certificate of insurance on file
- Identification of offered on-site promoter representative
- Coordination of production commitments
- Time of day
- Scheduled security (backstage staff)
- Lights and power on (working mode)
- House staff properly scheduled, including event manager, operations staff, engineers stagehands, catering, police (regarding traffic flow), etc.
- Load out
- Verification of no damage
- Security watch on facility FF&E

### SUSTAINABLE OPERATIONS

OVG360 is committed to operating MetraPark in a manner that is sustainable and creates limited impacts on the local community. Billings is a leader in innovative environmental initiatives to create a vibrant, green, and sustainable city for residents to work, live, learn, and play while preparing for a resilient future. With these same principles in mind, OVG360 is committed to making MetraPark one of the most progressive, responsible, and sustainable venues in the world. MetraPark will be operated in a manner that will strengthen the community, create a healthier and more resilient economy, and simultaneously combat climate change.

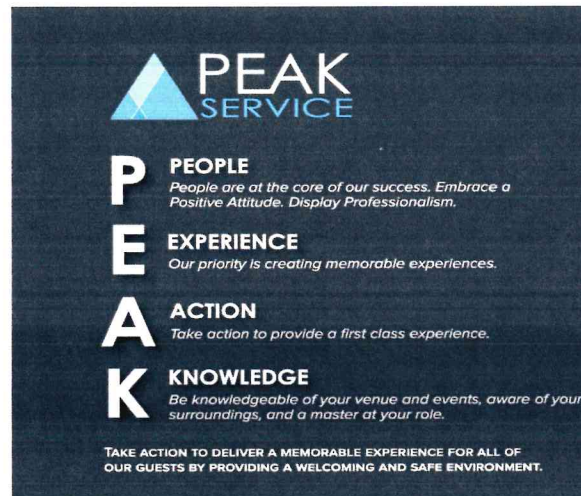
### SPONSORSHIP AND ADVERTISING

Generating additional revenue from building advertising will be integral to the long-term success of MetraPark. We will use the resources of OVG Global Partnerships to assist with Sponsorship and Advertising Sales. OVG Global Partnerships is OVG's sponsorship and storytelling division. Led by a team of former senior marketing executives for Fortune 500 companies. OVG Global Partnerships connects world class sport and entertainment properties with world class brands who want to build and communicate a compelling story to their customers through sports and live entertainment.

### GUEST SERVICES

#### PEAK

The highest priority for OVG360 is to enhance our guests' experiences and create a lifetime of memories. We aim to ensure this spirit is carried-out through supporting and empowering our employees to provide exceptional customer service to our patrons. From this spirit, the PEAK Customer Service Program was created and born by OVG360 employees. This program was designed to recognize and reward team members that go above and beyond to deliver a memorable experience. A happy customer is a returning customer.



### APPROACH TO SECURITY

Security has always been of paramount importance for OVG360's venue managers, who fully understand the potential perils of bringing together thousands of people into a single building. However, today's world demands much more. It requires a heightened state of vigilance and an unwavering focus on safety. It calls for in-depth training to prevent and respond to myriad types of emergencies, and it demands that venues



have airtight plans to maintain their security and safety when the unexpected strikes. To those ends, OVG360 places a heavy emphasis on creating and using proven security procedures at the venues we manage. We know that security and crowd control are perhaps our most basic and important responsibilities. After all, patrons won't attend events at venues where they feel unsafe. Furthermore, a properly secured building positively affects a venue's bottom line, while a building that's not well secured will suffer needless losses. Ultimately, though, OVG360 takes security so seriously because we're protecting more than just assets. We're protecting lives.

### PREVENT ADVISORS

OVG's Security division, Prevent Advisors, is the industry leader in providing security programs and services to organizations to help limit any gaps or issues with their security operations. These programs help to identify vulnerabilities in the overall security apparatus from an independent, experienced venue security professional. By identifying the vulnerabilities and preventing incidents, organizations can find solutions to issues before an incident occurs. One way of doing this is with a Red Team Assessment. Red Team Assessments are a quick and efficient way for organizations to understand the effectiveness of the security measures they put into place on event day or normal business operation. The assessments are unannounced audits performed by experienced venue security professionals who evaluate the security apparatus of the venue by testing the security measures. Red Teams are currently being utilized by organizations such as the NBA, NHL, and select MLB teams and can be used by convention centers to assist with Safety Act Certification.



Prevent Advisors is led by Special Operations, Law Enforcement, and Venue Management Professionals, and was created to work with their committed partners to design, build, implement, and maintain comprehensive solution sets to deter bad actors, address contingencies, and mitigate the risks associated with the sophisticated threats of today and the rapidly evolving threats of the future.

In addition to Prevent Advisors, we will also be partnering with the local M/WBE firm, AGB Investigative,

for security services at MPC. AGB is the largest black-owned security firm in the country. Their clients include Fortune 500 companies and government agencies. They have earned national recognition for their innovative security services and a 94% past performance rating from Dun & Bradstreet.

Our team is mission-oriented, passionate, and aggressive in our efforts to improve safety and security outcomes for our clients. As enthusiastic fans of sports, hospitality, and live entertainment ourselves, we understand the implied contract between venues, guests, and clients. We are driven by the desire to safeguard the experiences and events that create unforgettable memories and shape lives. As part of OVG360's overall fee for management of MetraPark, Prevent Advisors will create a new venue security plan by providing the following scope-of-services including:

- Consulting
- Venue pre-construction development
- Sourcing innovative hardware and software
- Operational implementation
- Large-scale event personnel support
- Investment in solution services and companies

#### Phase I – Design and Physical/Site Security Elements and Bidding Award Phase:

- Review of all required development of physical site security elements for MetraPark, parking areas, hotel, retail village, and pedestrian and transportation flow
- Review of all required physical site security threat assessments and related deliverables
- Review of all required design assessment, recommendations, and related deliverables
- All required operational inputs/executables related to bidding and award processes
- Evaluate bid proposals
- Provide analysis and recommendations for contract award
- Coordinate with Federal, State, and Local Law Enforcement and Intelligence Agencies

#### Phase II – Construction and Administration Phase:

- All required development of security related construction elements for the proposed project, parking areas, pedestrian flow, and transportation flow

#### Phase III – Operational Phase

- Preparation of Emergency Operations Plan
- Operational Readiness Exercise
- Walk-through Metal Detector Staff Training

## SECURITY AND CROWD CONTROL

### EVENT AND CROWD CONTROL

It is our priority to maintain a safe environment for our clients, guests, performers, and event employees. A safe and controlled environment goes hand-in-hand with excellent customer service. In order to achieve this, we concentrate on the following tasks:

- Building design: public, service, and personnel areas, performance maintenance
- Life safety issues: building and fire codes, COVID protocols, emergency protocols, collaboration with higher levels of security agencies, collaboration with designated channels with the Office of Homeland Security
- Security and event staffing
- Event planning and production: meet with tenants, promoters, and event security; event and incident reports; event research

### OUR FOCUS

In the broadest sense, we focus on the following areas of safety and security:

- Scheduling and directing event, admission, and crowd control staff, including ushers, ticket takers, fire, emergency medical personnel, and hired security guards (private security, private-duty policemen, etc.)
- Ensuring that tenants and event planners understand and comply with house policies
- Ensuring that our emergency preparedness plan takes into account the various terrorist threat levels
- Ensuring compliance with all federal, state, and local fire, building, and life safety codes

### A STELLAR SAFETY RECORD

A notable event where security was of utmost importance at an OVG360 venue was the 2016 Democratic National Convention at the Wells Fargo Center in Philadelphia. We have worked closely with the Secret Service Presidential Protective Division, White House Communications Agency, White House Press Lead, Air Force One Advance Team, and the White House Advance Lead. Additional speakers and events hosted recently include the Democratic Candidates Forum, His Holiness the Dalai Lama, Presidential Election candidates, and sitting and former U.S. Presidents.

### SECURITY PROBE

We recommend the use of a continuous, walking, computerized security probe tour to maintain the integrity of security and enhance the computerized fire enunciator monitoring system. Additional duties include monitoring of entry points and secured areas for employees and visitors. Security will be enhanced and supplemented by event security during those times when events are being conducted.

### TRAINING

We encourage the venues we manage to invest in high-quality security equipment, including alarms, coded entries, and closed-circuit monitoring systems, and clear directional and instructional signage. However, most important to crowd control and security is having a well-trained and attentive staff.

Each OVG360 employee undergoes extensive training in security and crowd control procedures. In addition, our employees are provided with reference manuals with detailed, systematic instructions. Also, our key people at each venue attend the International Association of Venue Managers (IAVM) Oglebay School of Public Assembly Management and the annual International Crowd Management Conference to learn the latest in security and crowd control.

### CROWD CONTROL

OVG360 has developed proven management techniques for crowd control, including:

- Define and publish house policies for each event
- Evaluate the effects of the sale of alcohol (if allowed)
- If necessary, use uniformed police officers to monitor and control
- Have a clearly defined chain-of-command for all event staff, including police and security, fire, ushers, and ticket takers — especially in terms of what to do during an emergency
- Encourage patrons to report dangerous situations
- Conduct lawful but effective search and seizure
- Establish and enforce legal capacity limits for each event
- Constantly check for and remove dangerous obstructions to allow for successful emergency exiting and evacuations
- Stay in control of the stage and/or the attraction

- Allow only those with floor tickets on the floor (when applicable)
- Keep all aisles clean
- Be sure the PA system works well; when necessary, override the show sound system
- Do not turn off the house lights completely

### SECURITY PROCEDURES

OVG360's operations manual details specific security procedures, including:

- Coordination with police
- After-hours lockdown
- Monitoring of recording cameras
- Shipping and receiving management
- Radio communications during each event
- Command post procedures and protocol
- Arrest and eviction policies
- ID system/access control
- Control and security of fixed asset inventory
- Customer service for security staff
- Security staff role in accident prevention and incident reporting
- Policy regarding peer group/stage and backstage security for concerts
- Posting of house policies
- Policy regarding search and seizure

### EVENT STAFFING

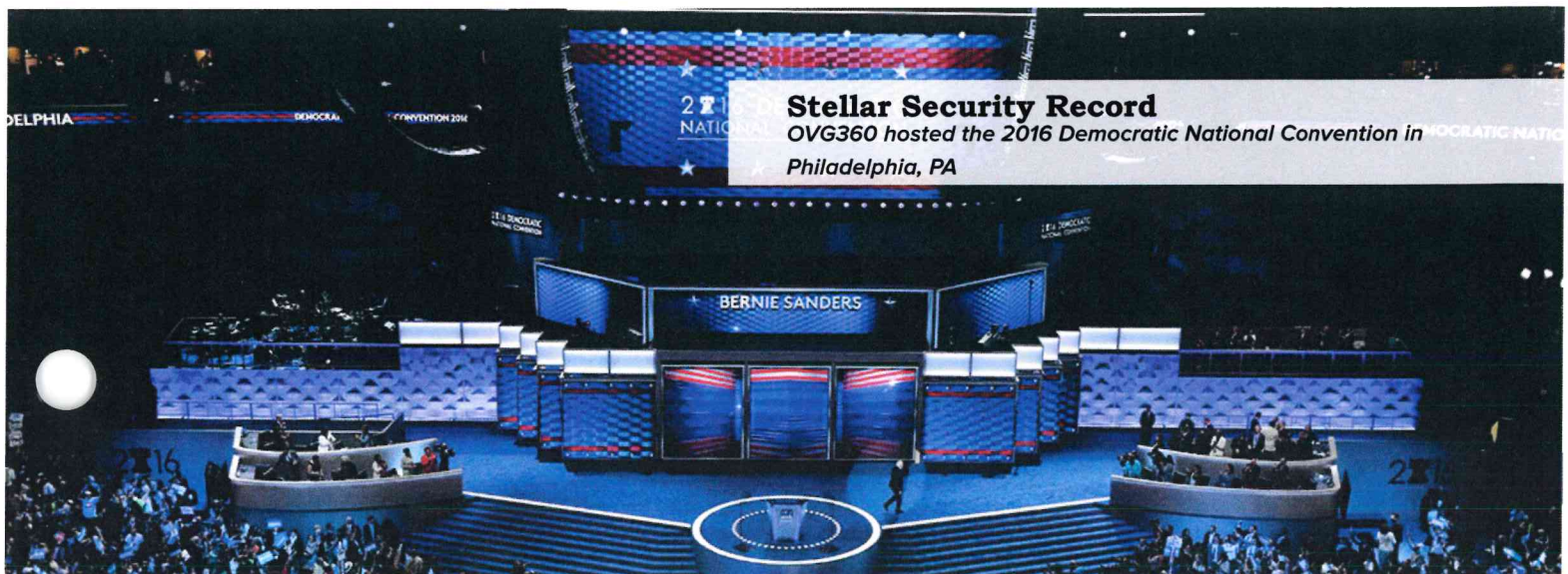
OVG360 assumes full responsibility for all aspects of event management. As previously outlined, an event manager is assigned to each event and is responsible for overseeing the coordination of staffing, security, customer service, safety, and all other aspects of event management.

Staffing for each event depends on factors such as the planner's and/or promoter's requirements, show specifics, expected attendance, and guest expectations. OVG360's guidelines for event staffing are part of our proprietary operations manual.

### EVENT AND CROWD MANAGEMENT

Our commitment to providing superior customer service means creating and maintaining an event atmosphere where everyone gets maximum satisfaction in a safe setting. Our planning and staffing will focus on the following responsibilities:

- Building design
  - Public areas
  - Performance maintenance
  - Service area
  - Support/personnel area
- Life safety issues
  - Building and fire codes
  - Emergency procedures
  - Coordination with higher levels of security personnel
  - Coordination through appropriate channels with the Office of Homeland Security
- Event planning and production
  - Production meetings with tenants and promoters
  - Production minutes
  - Event reports
  - Incident reports
  - Event security task force meetings
  - Event research
- Security and event staffing
  - Well-trained switchboard operator



## APPROACH TO EQUINE EVENTS

We treat all events with the same level of importance, attention, and detail. Equine events demand the same, if not greater, care throughout the planning, implementation, and clean-up stages of event management. Our trusted and accomplished professionals in the field have established best-practices to deliver superb experiences for equine promoters, participants, and guests alike.

## ADVANCED COMMUNICATION

Communication is key. From scheduling event holds, issuing contracts, opening stall/RV reservations, and coordinating all event logistics, we will communicate and partner with promoters from beginning to end.

## PRE-SHOW CLIENT COMMUNICATION

We hold pre-show client meeting/conference calls approximately 4 weeks prior to all events. During this time, we work with the client to develop an Event Planner outlining details such as:

- Facilities in use
- Room setups
- Concession hours
- Show schedules
- Operations, guest services, and security staffing requirements
- Parking plans

Based on our pre-show client communication, we develop "Data Sheets" for internal setup communication. This multi-page document outlines every detail of the event to ensure all on-site departments work seamlessly and all client needs are executed to perfection. An example of a proprietary multi-page Data Sheet is below:

### Fall Cutting Data Sheet

### Aug 24th – Sept 5th, 2021

■ Ford Idaho Center – 16200 Idaho Center Blvd. Nampa, ID 83687 – (208) 468-1000■  
Ford Idaho Horse Park – (208) 442-3335; Fax: (208) 442-3336

**Time Schedule**  
**Early Arrivals** from Redmond, OR on Monday, 8/23  
**Load in** Tuesday, 8/24. Arena open noon  
**Arena Open Daily** – 5 am (Security open daily)  
**Cattle in** daily at 7:30 am show starts 8:00 am (time may adjust daily based on entries/sets)

**Show Dates and Times**

Wednesday, 8/25	Weekend Show
Thursday, 8/26	Weekend Show
Friday, 8/27	Aged Event
Saturday, 8/28	Aged Event
Sunday, 8/29	Aged Event
Monday, 8/30	Aged Event
Tuesday, 8/31	Aged Event
Wednesday, 9/1	Aged Event
Thursday, 9/2	Aged Event
Friday, 9/3	Aged Event & Way Out West
Saturday, 9/4	Aged Events & Way Out West
Sunday, 9/5	Aged Event

**Dinners on the following nights:**  
 8/31 Taco Tuesday in Corral 5pm – 8 pm  
 9/4 Way Out West BBQ in Corral tentative 5:30 – 8 pm

**CATTLE BEGIN ARRIVING Monday, August 23rd**

**A large number of trainers will be arriving 8/23 as they will be arriving from other event locations**

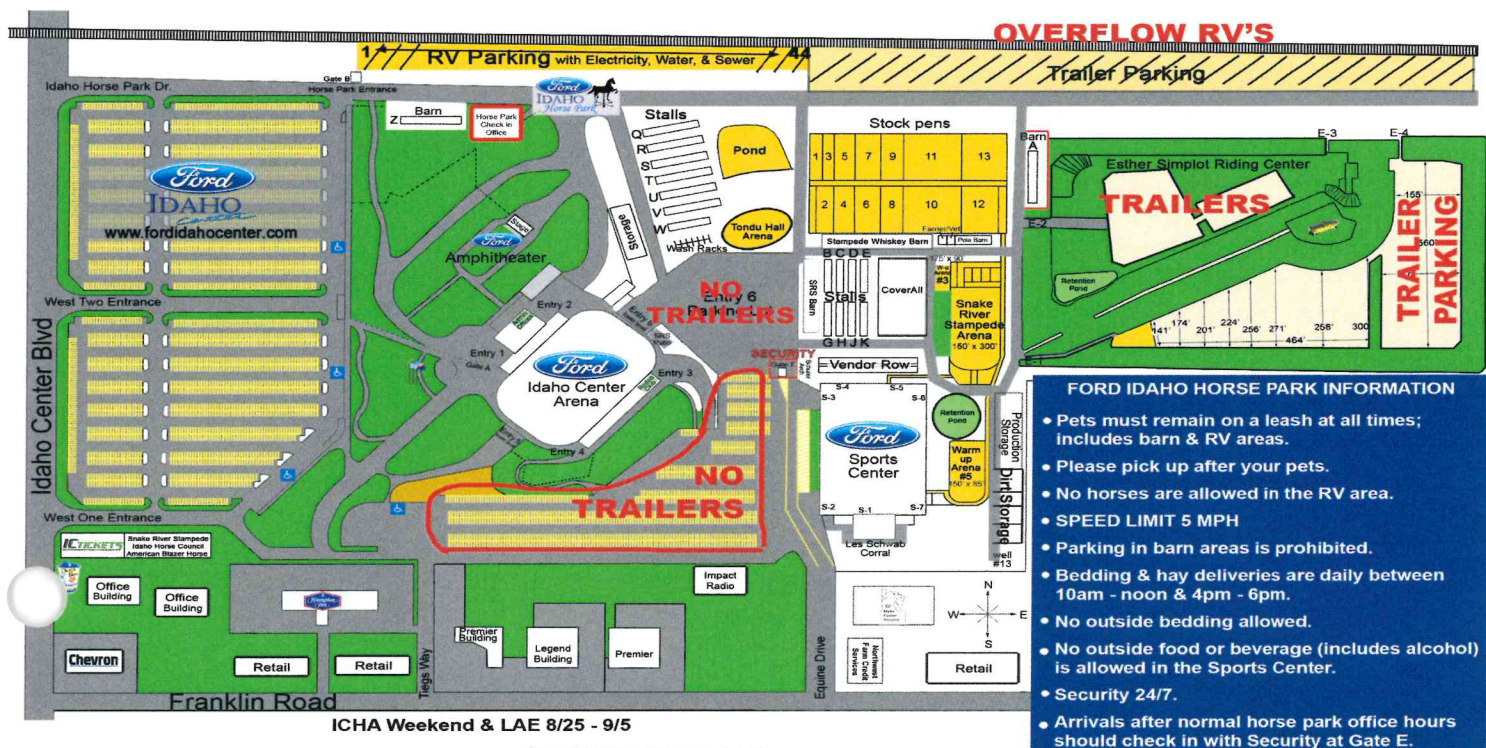
Estimated Stalls – 650      Estimated RVs 70

**OPERATION**

**Weekend Show 8/25 & 8/26 will be utilizing 2 show pens. After weekend show on 8/26, show pen #2 will be torn down and 2 practice pens will be set on north end of Sports Center**

## PRE-SHOW GUEST & PARTICIPANT COMMUNICATION

Communicating show-specific details to all guests and participants prior to arrival is critical to event success. We leverage email blasts, social media, websites, and more to communicate all pertinent information. An example of this communication from the Ford Idaho Center in Nampa, ID is below.



ICHA Weekend & LAE 8/25 - 9/5

No trailers in Entry 6 due to concerts  
Please observe our pet policy. Dogs on leash & under control at all times.

Corral Hours (concessions)  
8/25 - 9/5 7am - 8pm  
Bar on concourse nightly 8/27 - 9/4. No outside alcohol.  
Taco Tuesday dinner in Corral 8/25 - tickets in corral.  
Finals dinner 9/4 - tickets available through show.

Laundry Service - 1st pickup will be 8/24. Last drop off is 9/3. Orders will have a 2 day turnover.

## POST-EVENT SURVEYS

Continuous improvement is what drives us. We are constantly striving to elevate our guest experience, streamline operations, and improve the facilities we manage. At the conclusion of every event, the show's event coordinator will receive an event survey to provide our team with honest and constructive feedback. This ensures our guests are heard and keeps them coming back for years to come!

## LEVERAGING TECHNOLOGY

Managing thousands of stall and RV reservations is no small feat. To spearhead this task, we have partnered with RMS Cloud, a property management system offering the unique ability to provide real-time on-line booking functionality to horse parks.

### RMS IMPLEMENTATION & UTILIZATION

The RMS booking engine can charge show-determined rates for stalls and will automatically break out the nightly stall rate the venue charges. We have experience with daily/nightly, package, and preferred rates. Our venues allow reservations for stalls or RVs to be made by calling the Horse Park Office or utilizing the RMS on-line reservation system. All guests receive an automatic reservation confirmation, triggered by RMS, detailing the specifics of their upcoming stay. In collaboration with our partnership teams, we can include corporate hotel sponsors on all triggered reservations confirmations, increasing exposure for our partners and improved economic impact for the community!



RMS also triggers a “Welcome” letter upon check-in, allowing the venues and show promoters another opportunity to distribute information to guests. At check-out, guests automatically receive an emailed or printed folio statement, including payments for stalls, RV, stall bedding, hay, charges posted to account from our concession area, golf cart rental, or laundry services.

Finally, RMS produces all financial reports required for event settlement. These reports can be tailored to the exact specifications of the show promoters and seamlessly integrate with OVG360 accounting practices.

### SOCIAL MEDIA & WEBSITE

As outlined throughout this Response, OVG360 places an unwavering emphasis on marketing. Equine events are no exception to this approach. Our Horse Parks utilize social media platforms and websites to share show-specific information prior to the guest's arrival including a facility map, parking guidelines, concession hours, concurrent events happening on property, and more. Our social media outlets provide a platform to collaborate with show promoters, share industry news & trends, and engage with our guests year-round. Our website offers a landing page for all information, including a timeline for opening reservations and a direct link to the RMS portal.

### CONCESSIONS

Unique to the industry, our facilities provide an in-house "charge card" to guests that can be used like cash for concessions, laundry, stalls, RV spaces, hay, and bedding. At the end of your stay an itemized report is created and provided to guests via RMS to show everything that was charged to your account, making billing record keeping a breeze.

## STAFFING

In an industry of long hours, hard, physical, and stinky work, our staff and team culture is what sets us apart.

## GUEST SERVICE

Upon arrival, our guest services staff will provide transportation for guests to their stalls, help them unload the trailer, and have shavings ready, no matter what time of day. We will provide ice for your coolers, a bottle of water, popcorn and cookies while you are checking in... all free of charge.

Each stall and RV spot is labeled with a "stall card" with the guests' name and their emergency contact phone. Stall cards help to ensure when the site should be occupied, that we have financial information for the site, and provides contact information for overnight staff should it be necessary to contact owner.

We also offer additional services to guests including golf cart rentals and laundry service.

## OFFICE HOURS

Equine events start early and end late. In collaboration with show promoters, we create custom office hours for each event to ensure our team is available to guests whenever needed.

## FOOTING

We get it - the footing can make or break an event. That's why we have dedicated footing experts on-site for all event hours. Our personnel have a direct line of communication to show promoters to address any footing concerns immediately, ensuring the safety and success of all participants. We also utilize industry-leading brands and equipment, including both Black Widow and Kiser arena groomers.

## PRE-LOADED BEDDING

As an added service, guests are able to pre-order bedding (shavings or pellets) for their stalls prior to arrival. Our RMS system generates a "Requirement" report that indicates which bedding has been ordered for each stall.

Our Operations team pre-load bedding orders in every stall before guests even step foot on property.

After load in, guests may order additional stall bedding or feed by calling the Horse Park Office. Our Operations staff delivers ordered bedding or feed to each stall location twice a day, morning and evening.

## SECURITY

Protecting the safety and security of our guests and property is of utmost importance. We employ 24/7 security for equine events. Nightly stall and RV checks are conducted so that guests can be assured we are providing accurate billing and the best possible attention for the safety of horses while on property. No matter the time of day, our team will be by your side to address any problems that may arise.

## POST-SHOW STALL CLEANING

The show might be over, but our work is just beginning! We take post-event cleaning and maintenance very seriously. As such, all stalls are thoroughly cleaned and sterilized with Symbiot between shows. We employ the help of local non-profit organizations, temporary staffing agencies, and part-time labor to clean and prepare the property for the next incoming show. When possible, we collaborate with local dairy farms to haul off used horse bedding to be used as compost.

## WORKING WITH LOCAL VENDORS

We take pride in working with local vendors! Vendors offer local flair, shopping opportunities for guests, and economic impact for the communities we serve. In collaboration with show promoters, we will designate space for vendors to setup for the day or for the entire season!



## CAPITAL IMPROVEMENTS

Continual investment into our equine facilities is a priority for OVG360. We focus our investment on revenue-generating, cost-reduction, or experience-enhancing initiatives. Examples of implemented capital improvement projects include:

**Stall Mats** - Adding rubber mats to stalls improves cleanliness, decreases post-clean times, and creates a more comfortable experience for our equine friends.

**LEDs** - Converting incandescent lighting to LED fixtures reduces energy costs and our carbon footprint

**Wi-Fi Enhancements** - Our guests spend days living on property. Providing reliable high-speed wireless internet across campus is required for a comfortable guest experience.







**For Immediate Release  
Wednesday, December 1, 2021**

## FORD IDAHO HORSE PARK CLOSSES 19<sup>th</sup> SEASON

Ford Idaho Horse Park has long been the leading horse facility in the Northwest with over 110 acres dedicated to equestrian sporting and show events since 2002. The 2021 season which runs mid-March through early November was host to 24 events spanning 125 show days including the internationally known Snake River Stampede Rodeo, Region 4 Arabian Championships, and Low Roller Reining.

Local organizations continue to make Ford Idaho Horse Park their home for annual events such as Cutting, Cow Horse, and many others filling the 2021 calendar and supporting special events like Wishes for Warriors, and the Todd Fitch Benefit Auction; while boosting tourism for local Nampa businesses.

Andrew Luther, General Manager reflects, "We were thrilled to host yet another top-notch equine season in 2021. The various equine disciplines and talent levels proves that the Ford Idaho Horse Park is a home to everyone. We are already looking forward to seeing what 2022 has in store for us and the community".



### **About the Ford Idaho Center**

The Ford Idaho Center is conveniently located off I-84 in Nampa, Idaho. The campus is home to the Ford Arena that holds a capacity of 12,000, the Ford Amphitheater that can hold up to 11,000, and the Ford Idaho Horse Park and Sports Center that has a capacity of 2,200, 578 equine stalls, 44 full RV hook-ups, 16 partial RV hook-ups, two covered riding arenas, and four open riding arenas. The Sports Center also offers a full restaurant and meeting space that is open to the public during select events and is also available as a rental space. Ford Idaho Center is the home for Snake River Stampede and the Idaho Horsemen. Ford Idaho Center is managed by Spectra and partners Sodexo for concessions guest amenities as well as local restaurateurs.

###

**For more information contact:** Jacalyn Hill, Marketing Director- Ford Idaho Center  
0-208.442.3364 [Jacalyn.Hill@spectraxp.com](mailto:Jacalyn.Hill@spectraxp.com)

## EXPERIENCE WITH LABOR UNIONS-

OVG360 understands the importance of labor unions at MetraPark and how vital they are to its success. We are confident in our ability to work together, thanks to our outstanding track record of successful labor management and relations at many of our managed buildings. We are committed to managing and engaging organized labor in a manner that is aligned with the best interests of our clients. We currently have CBAs with a number of national and regional union labor groups across the country, including but not limited to, the International Brotherhood of Electrical Workers, Teamsters, L.I.U.N.A., United Steelworkers, and UNITE HERE.

Ultimately, as an agent of Yellowstone County, OVG360 will ensure our working partnership with labor unions focuses on making sure the operation aligns with the county's expectations.

OVG is also currently involved in the grand opening, construction and development of 10 premier new public entertainment venues, some of which have heavily relied on the support and expertise of labor unions. In addition, we work with labor unions in several of the venues we operate and enjoy outstanding and collaborative relationships with labor in each of these venues. President of OVG360 Northeast Region, Hank Abate, has more than 30 years of industry experience and an extensive labor history through his professional dealings with labor unions. During his tenure, Hank worked as the lead negotiator for all union contracts for stadiums and arenas while with SMG (now ASM Global), and oversaw 18 unions and was responsible for all contract negotiations while with MSG (Madison Square Garden). Hank has established no less than 10 collective bargaining agreements for the New York Islanders' new arena. Hank is also currently working on an international agreement with IATSE's international union, covering all OVG360-managed venues.

OVG360 maintains active and on-going relations with several labor unions with whom we negotiate on a regular basis. For example:

- Several venues managed by OVG in the United States have Labor Union Agreements where we have negotiated collective bargaining agreements.
- OVG's philosophy toward union labor is to:

- Provide fair wages, reasonable work rules, and good working conditions
- Treat union officials as part of our management team
- Work cooperatively and flexibly to create more event activity
- Include union members in our company-wide customer service program, PEAK

OVG360 is not committed to any one way of doing business with respect to dealing with organized labor. We handle each situation in a manner that best represents the interests of our individual clients. Our bottom line in each case is to assemble a competitive labor force that allows us to maximize event bookings and financial performances.

## LABOR CASE STUDY: ATLANTIC CITY CONVENTION CENTER

OVG360 was hired to manage the Atlantic City Convention Center and Jim Whelen Boardwalk Hall in 2013. We secured this contract in a competitive RFP process from an incumbent provider. Upon award of our management contract, OVG360 was advised by our client (the CRDA) to work with the venues' labor units, all of which had expired agreements prior to the commencement of our services. In a short period of time, OVG360 was able to negotiate new competitive partnerships with these units. These negotiations focused on developing positive, mutually beneficial partnerships with each unit. Our goal was to foster working relationships that keep in mind the "bigger picture" for Atlantic City, since when we all work together to secure more business, all organizations, including our client, will see maximum results.

OVG360 successfully negotiated 10 new Collective Bargaining Agreements (CBAs) with the labor groups at both the arena and convention center. Our negotiations resulted in annual wage increases, although we were still able to achieve reductions in operational costs with managed labor, a true win-win scenario. To maximize business at the Convention Center, we work closely with the trade unions to develop mutually agreed upon solutions for clients who have concerns regarding labor costs. All teams are driven to support Atlantic City in our shared mission to retain or obtain business. A great example of this is attracting amateur sporting events,

as these planners are accustomed to installing various courts on their own and the amount of labor called for at the going rate can be more than anticipated. As these cases arose, the Carpenters' Union stepped up and offered a creative solution to reduce labor costs. This led to multiple amateur sporting event bookings in 2018, 2019, and 2020.

The International Brotherhood of Electrical Workers creatively restructured work rules to bring down labor costs for shows at both Boardwalk Hall and the Convention Center, giving promoters more scheduling options than previously available. Finally, the need for part-time labor has been decreased by utilizing the full-time union staff more efficiently and effectively. In fact, over the course of the last five years, event-based labor costs have been reduced for Convention Center and Boardwalk Hall repeat events. New equipment, training, and proper management have all contributed to these additional savings.

## FINANCIAL FUNDING

### **FUNDING OF A CAPITAL RESERVE**

As described in our compensation proposal, OVG360 is pleased to propose an investment for the facility. Any capital reserve funding beyond this amount is to be funded by the County.

### **SUBSIDIZING ANY POTENTIAL EVENT CENTER OPERATING LOSSES**

The County will subsidize any operating losses at the Complex.

### **UNPLANNED SHORTFALLS ON THE RESPONDENT'S DEPT PAYMENT**

N/A – Debt repayment is not applicable on this contract.

## D. FINANCIAL PROPOSAL

As requested by the RFQ/I, our Financial Proposal has been included in a separate envelope with this Response.

## E. SUBCONTRACTING

We regularly engage third-party contractors when it's cost effective to do so. The decision to subcontract services depends on factors unique to the market, including the availability of quality part-time labor, the competitive nature of the subcontracted services and the ability of contractors to provide specialized services. When subcontracting services, we always prefer to hire local vendors, thereby supporting the local business community. For MetraPark, we understand that there are many established sub-contractors in place at the venue. Working closely with the County, we will closely review all agreements with the goal of maintaining as many current (and locally-based) service providers as possible.

When negotiating contracts for major services, we first prepare an RFP that clearly delineates a scope-of-services and the likely contract price. We evaluate the submitted proposals based on local conditions, as well as benchmarks we have for similar services in our other managed venues. We then negotiate with the bidders to ensure that the services provided are the best value for our client.

For certain services and supplies, we can negotiate discounts through a national pricing program not available to many venues on their own. These services often can be provided through local franchises or vendors to ensure our commitment to the local community.



**QUESTIONS / REQUEST FOR DETAIL**

**METRAPARK**

**VG**  
**360**

# QUESTIONS / REQUEST FOR DETAIL

## INFORMATION ON YOUR FIRM

### 1. WHAT IS YOUR LONGEST CONTRACT AT ANY FACILITY?

OVG360 has a 60-year agreement to operate the Budweiser Gardens in London, ON.

### 2. DOES YOUR FIRM PURCHASE ANY EVENTS AT FACILITIES YOU MANAGE?

Yes, OVG360 has experience with purchasing events and considers doing so on a case-by-case basis. Our approach to event booking is to be open minded and consider everything. There are many potential combinations of promotional risk in play, which include some risk involvement from OVG360 on both a local and company-wide basis.

### 3. DO YOU HAVE OPPORTUNITIES TO PROFIT AS THE MANAGER OF A GOVERNMENT FACILITY AND ALSO AS THE PROMOTOR/OWNER/PARTNER OF CERTAIN EVENTS? PLEASE PROVIDE DETAILS OF THESE OCCURRENCES.

OVG360 is proposing a management fee and incentives based on our performance. We do not profit in any other way from the facility. All revenues made will go to the bottom line of the facility which is owned by you, our client. We do not have a corporate financial arrangement with any promoter or event, therefore, there will not be a conflict of interest in doing any event. All revenues made from an event will go to the operating account. If we were owned by or had a financial partnership with a promoter (like our competitor), that would create a conflict of interest in the venue profiting from these events. We consider ourselves an “open” management company with working relationships with all promoters, not just one.



**4. DO YOU CURRENTLY HAVE A MANAGEMENT AGREEMENT TO PUT ON A COUNTY OR STATE FAIR? LIST THOSE VENUES AND OWNER'S CONTACT INFORMATION. IF NOT, HOW DO YOU PROPOSE THE MONTANA FAIR WILL BE CONTINUED AND MANAGED?**

OVG360 provides operational services for the Curry County Fair in Curry County, NM (hosted at the Curry County Fairgrounds) and for the Bangor State Fair in Bangor, ME (hosted at the Cross Insurance Center). For the Larimer County Fair in Loveland, CO (hosted at the Ranch complex, home to the Budweiser Events Center), we provide support services including sales, marketing, food and beverage services, and event staffing. For the South Texas State Fair in Beaumont, TX (hosted at the Ford Park Entertainment Complex), we oversee ticketing and manage the beer garden. In addition, and as we have expanded upon throughout this Response, we work closely with the State Fair of Texas (Dallas Fair Park in Dallas, TX) and the Snake River Stampede (Ford Idaho Center, Nampa, ID) as entities that host major events in our managed facilities. Finally, through our OVG Hospitality division, we provide comprehensive food and beverage services to several major fairs including the Los Angeles County Fair, Sonoma County Fair, Ventura County Fair, Alameda County Fair, California State Fair, Orange County Fair, and the Central Washington State Fair.

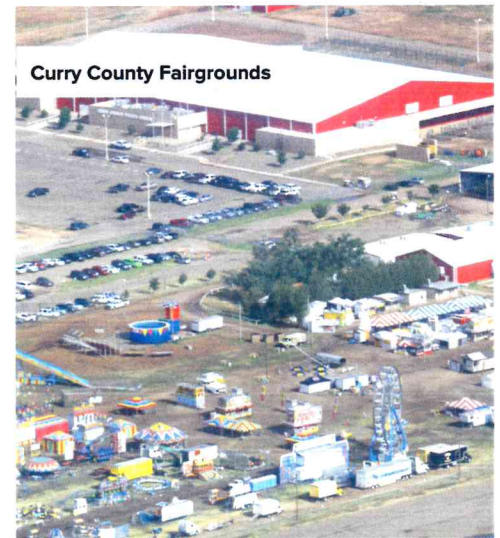
We will work with the client to assess any needs or resources that our team can provide for the Montana Fair. Our relationships with fairs are varied; we can support as much or as little as they need and as is appropriate. Our involvement with Fairs at our operated facilities ranges from providing some combination of ticketing, marketing, food and beverage, staffing, sales, and/or communications to providing comprehensive management. Overall, OVG360 manages over 50 multi-purpose venues similar to MetraPark, many of which have fairs and are adept to handle any challenge and support the county in any way necessary.

**5. HOW MANY OF YOUR MANAGED FACILITIES HIT THEIR INCENTIVE TARGET IN A YEAR? HOW MANY MANAGED FACILITIES EXCEED THEIR INCENTIVE? BY WHAT PERCENTAGE?**

There are many variables that go into incentive income calculations. We estimate that in any given year (pending impacts on industry/market conditions) 80% of our accounts achieve their budgets. All benchmarks are approved by our clients and are typically structured to incentivize performance beyond budgeted expectations and historical data.

**6. WHAT IS YOUR FIRM'S APPROACH TO COSTS ASSOCIATED WITH TRANSITION ACTIVITIES? HOW ARE THOSE COSTS COVERED?**

In most cases, costs associated with transition activities are considered an operating expense to be covered by the client. However, should OVG360 be awarded management of MetraPark, we are willing to make a capital investment of Five Hundred Thousand Dollars (\$500,000), a portion of which can be used to aid in the funding of the management transition, Any excess capital will return to the venue for revenue-generating upgrades.



Curry County Fairgrounds



Bangor State Fair



South Texas State Fair

**7. HOW DO YOU ACCOUNT FOR EVENTS THAT HAVE HISTORICALLY NOT PAID THEIR OWN WAY? WHAT IS YOUR APPROACH OR POLICY IF A GOVERNING BOARD REQUESTS SUCH AN EVENT AFTER A BUDGET IS APPROVED FOR THE FISCAL YEAR IN QUESTION?**

We recognize that this is a community facility and we will ensure that our approach to booking reflects this. If a Governing body requests such an event after the budget is approved, we would absolutely still do the event. The facility is owned by you and we would listen to you when it comes to booking these events, especially if it has a positive economic impact on the area. Events that are important to the community, whether in form of economic impact or quality of life, are just as important as events with strong revenue opportunities for the facility. We understand that these County run facilities are there for quality of life and economic impact reasons. We will look at all these events with that in mind. We work with our clients on a case-by-case basis to approve booking guidelines for our operated facilities. As part of this process, we will determine whether any events should be grandfathered into specific rental structures.



## OPERATIONS

**1. DOES YOUR FIRM BOOK EVENT FOR YOUR VENUES WITHOUT INPUT FROM THE GOVERNING BODY, AS LONG AS IT IS IN KEEPING WITH BUDGETED ESTIMATES FOR LARGE ACTS, THOSE BENEFITING THE COMMUNITY ETC.? SPECIFICALLY, HOW DO YOU RESOLVE SCHEDULING ISSUES BETWEEN EVENTS THAT MAY HAVE DIFFERING PROFITABILITY LIKELIHOODS?**

OVG360 takes a proactive approach to booking and strives to place the right events in the right venues. We operate with a ‘think yes’ mindset. We work with our events to achieve their goals and help them find creative ways to adapt and succeed. We do not shy away from anything because we’re ‘too busy’ or because an event is either too big or too small. The optimal goal would be to have all locations booked simultaneously. For example, we wouldn’t turn down an Expo Center event because an event is already scheduled for the big arena. However, we typically allow existing or annual repeat events, the first right to their dates and then we fill around them. We recognize that all events provide something different for different audiences/community members. At the end of the day, it is a community facility and our goal is to maximize its use for all interested parties, and more.

Under full or contract management, the venue owner retains all rights and privileges of ownership, while OVG360 performs assigned management functions. The owner sets the policies — we establish procedures to implement these policies. The County will establish all policies and standards for MetraPark including an Operations Manual, Scheduling Policy, Standard User Agreement, Booking Policy, and rules and regulations by which OVG will maintain and manage the venue on behalf of the County.

Maximizing revenue and economic impact will be an immediate focus of the MetraPark staff, but to truly do it well, we will need to make sure our booking policy is updated and agreed upon by all parties. The venue booking policy is the roadmap for each of our venues which provides our sales teams clear direction on what the booking priorities are for each segment of



business, what minimum spending requirements are for each perspective client, and how far out they may contract in one of our venues. The booking policy also ensures that the right business is booked at the right time in the right space. A well written booking policy addresses the concern of financial operating performance vs economic impact generation head on, as it includes minimum spending requirements in the facility along with the room night commitments to the community. These “High Impact” groups, not only will drive economic impact to Yellowstone County, but will also contribute to the bottom line at MetraPark.

Another important aspect of the booking policy which can't be overlooked is that it allows for short-term, community-oriented business to book inbetween these high-impact events, thus maximizing occupancy and revenue generation at the venue. Our success with this business practice had led to a number of our venues producing an operating surplus, even while making economic impact a priority. Conducting a thorough review and update of the current booking policy for MetraPark will be a focus during the transition period. This review will also include meetings with County leadership so we are both on the same page with both the short- and long-term booking priorities. Finally, the current MetraPark rate and service schedules will also be evaluated against our competitive markets and adjusted if needed to guarantee maximum revenue generation.

The booking policy will be one of the first on-site steps in the process along with a review of every piece of current business on OCV's books, especially what is in the pipeline for future years. Each piece of business will be evaluated to determine its value (direct and indirect) and whether or not its located in the proper place on the event calendar. When transitioning new accounts, its very common for us to see low value business booked during peak value dates on the calendar, thus limiting the team's ability to maximize revenue each year. These adjustments may seem trivial in nature, but once implemented, they give our sales teams the ability to truly maximize event traffic on the calendar and overall operating revenue at the venue. Proper management of the booking calendar will be critical to our success in Yellowstone County.

**2. IN SIMILARLY SIZED VENUES YOU MANAGE, EXPLAIN THE STAFF TIME LIKELY REQUIRED BY A COUNTY/CITY EMPLOYEE AS THE CONTRACT ADMINISTRATOR OR LIAISON WHO WORKS DAY TO DAY WITH YOUR FIRM ON VENUE OPERATIONS AND ISSUES?**

OVG360 will maintain an open, honest, and on-going dialogue with the County, the local community, labor management, and our staff in all areas of operations including booking, operations, finance, marketing, and oversight of the selected food and beverage operator. OVG360 depends on several tools to hold us accountable on our financial performance. Effective and timely communication with the Client cannot be overstated, and our General Manager will take the lead to ensure OVG360 is meeting the requirements of Yellowstone County. While the reporting function is subject to continuous improvement, we recommend several methods of open communication and transparency with our clients and their Contract Administrators ("CA"). In addition to the various reporting methods highlighted in this Response, the majority of our CAs determine how involved they need to be in their role and hold weekly, bi-weekly, or monthly meetings and calls. We do not view the CA position as full-time, as many of our CAs hold other full-time positions such as City Managers, Department of Parks and Rec., etc.

We are providing references who serve as Contract Administrators at three of our managed venues. These individuals, as well as most of our clients, all have a full time position with a municipality and add these duties to their position. It is not a time consuming responsibility as the majority of the work is what you hire us to do. They act merely as a point person to a board of commissioners or another governing body.

1. Mayor Debbie Kling | Ford Idaho Center, Nampa, ID | CA and Mayor | Ph: (208)468-5401
2. Zulima Lopez | Ford Wyoming Center, Casper, WY | CA & Director of Parks and Recreation | Ph: (307) 235-8212
3. City Manager Todd Feland | Alerus Center, Grand Forks, ND | CA and City Manager | Ph: (701) 787-3735

With respect to our client in Casper, WY, the Ford Wyoming Center ("FYC") team meets with their CA every Tuesday from 2:00 to 3:30pm. The GM sends a weekly update that highlights the previous week's

activities, upcoming events, departmental updates, and any issues pertaining to the building and its operation. On average, daily communication is handled through email, telephone, or in-person. Their CA, who is also the Director of Parks and Recreation, views the operation of FYC as one of her departments and schedules her time accordingly to their needs.

**3. WHO ESTABLISHES RENTAL RATES FOR BUILDINGS AND GROUNDS WITH VENDORS? DESCRIBE THE COUNTY'S ROLE IN THE AREA. IS THERE MORE THAN ONE TIER OF PRICING BASED UPON SIZE, OR NON-PROFIT STATUS, OR COMMUNITY VALUE?**

OVG360 will work with the County to develop booking guidelines for the complex, which will include rental rates for all scenarios. The County will have full approval rights of these rates. Additionally, the County will have the ability to approve event contracts on a case-by-case basis. With County approval, we will continue to honor existing rates for non-profit events (4-H, FFA, etc.). Our intention as your manager would not be to drive revenue through increasing rent on these types of events

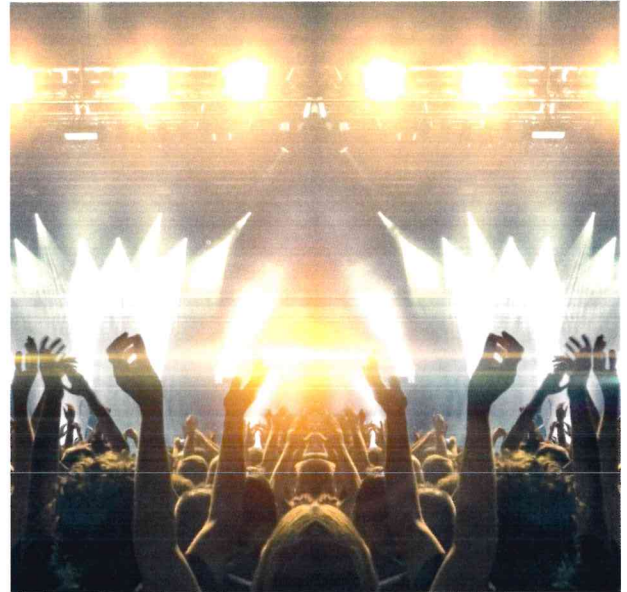




**4. METRAPARK IS PART OF YELLOWSTONE COUNTY'S ENTERPRISE INFORMATION & TELECOMM OPERATIONS. AS SUCH, IT RECEIVES ADMINISTRATIVE AND END-USER SUPPORT FROM THE COUNTY'S I.T. DEPARTMENT AS DO OTHER YELLOWSTONE COUNTY DEPARTMENTS. DUE TO THE COUNTY'S STATUTORY OBLIGATIONS AND INTERAGENCY AGREEMENTS WITH REGARDS TO LAW ENFORCEMENT AND COURTS, THE CHANGE IN MANAGEMENT AT METRAPARK WILL NECESSITATE A CHANGE IN THE ROLE OF THE COUNTY IN THE FACILITY'S INFORMATION TECHNOLOGY AND COMMUNICATIONS SERVICES. THE PROPOSAL SHOULD INCLUDE A PLAN FOR THE NEW MANAGEMENT ENTITY TO PROVIDE SEPARATE I.T. AND COMMUNICATIONS SERVICES FOR METRAPARK. PLEASE PROVIDE DETAIL AS TO ANY EXPERIENCE IN THAT REGARD AND YOUR ASSUMPTIONS ON WHICH PARTY ASSUMES THE COSTS INVOLVED WITH BUILDING A NEW NETWORK, AND COSTS ASSOCIATED WITH REMOVING THE COUNTY'S NETWORK.**

OVG360 will conduct a preliminary review of MetraPark's IT backbone to determine the level of work to be done to transition the system to our IT oversight. There are a number of specific aspects of the backbone that OVG360's Transition Team will investigate to ensure that the system will continue to operate at the highest effectiveness throughout the transition process. Once selected as the operator of MetraPark, the OVG360's Transition Team will evaluate all technology infrastructure at MetraPark. We will evaluate power backup systems, room organization, temperatures, dust levels, age of equipment, and a range of other checklist items to ensure optimal operation and make recommendations on a path to providing cutting edge amenities and services to the end users of the MetraPark network.

OVG360 also recognizes that technology is not just a front-of-house operation and will evaluate all back-of-house systems and provide the County with a comprehensive list of current equipment and replacement plans, ensure all systems are running with the latest updates and patches, and train staff on features and systems that will provide better communication, increase productivity, and sharing between work groups. Any hard costs associated with the transition will be considered operating costs whereas services offered by IT are part of our management scope-of-services and accounted for in our management fee.



**5. DOES YOUR FIRM WORK WITH LOCAL ENTITIES SUCH AS A CHAMBER OF COMMERCE TO ASSIST IN COVERING COSTS RELATED TO CERTAIN EVENTS THAT ARE OF BENEFIT TO THE COMMUNITY, BUT NOT PROFITABLE TO THE VENUE? IF SO, PLEASE PROVIDE DETAILS RELATING TO THE VENUES FOR WHICH YOU PROVIDE FINANCIAL DATA.**

One of the most important relationship within the local entertainment and hospitality industry exists between the venue and its CVB and Chamber of Commerce. Public entertainment venues are built to create a greater economic impact on the community by enticing and providing space for groups who utilize hotel rooms, dining establishments, retail establishments and visit the local attractions all stimulating retail sales and collection of tax dollars. In every market where OVG360 manages and/or books a venue, we build dynamic relationships with these local organizations. In many cases, OVG360 works with local entities, such as the Chamber of Commerce, to assist in covering costs related to certain events that are a benefit to the community but not necessarily profitable for the venue.

For example, in Casper, WY OVG360 works directly with Visit Casper, their local Convention and Visitors Bureau, the City of Casper, and Natrona County for funding. A \$100,000 contribution is made between the entities for hosting the College National Finals Rodeo. A \$5,000 contribution is made from Visit Casper to host Rocky Mountain Nationals Wrestling, and a combined package of \$50,000 for Wyoming High School Activities Association State Championship competitions (Marching Band, Volleyball, Spirit, Wrestling and Basketball). In addition, a local non-profit, Proud to Host the Best, pays for the building hard costs (\$120,000) for all WHSAA Tournaments. The \$12,000+ building expenses for the upcoming National Beard and Moustache Championships are being paid for by Visit Casper.

**6. YELLOWSTONE COUNTY SEEKS YOUR INPUT ON THE HANDLING OF EXISTING CONTRACTS IN PLACE, PREDOMINATELY IN THE AREA OF CONCESSIONS AND ALCOHOL SALES. PLEASE EXPLAIN YOUR INTENTIONS IN THESE AREAS.**

OVG360 will honor the existing alcohol agreements with the Breakfast Exchange Club and Anderson Management Group until their term expires on 6/1/23 at a rate of 38% of gross sales being retained by the building. Credit card fees of 4% will be subtracted off of the gross. We would require that both entities utilize the POS system provided by the building. All sales will be retained by the building and distributed in accordance with the agreement with the Breakfast Exchange Club and Anderson Management within seven days following event completion.

All contracted concession provider agreements will be honored until their term expires on 6/30/23 at a rate of 20% of gross sales being retained by the building. Credit card fees for 4% will be subtracted off of the gross. All entities will be required to utilize the POS system provided by the building. All sales will be retained by the building and distributed in proportion to the agreement to the concession providers within seven days following event completion.

**7. HOW DOES YOUR FIRM MANAGE PROGRAMS THAT DO NOT DIRECTLY BRING IN REVENUE SUCH AS 4-H?**

First and foremost, we recognize that MetraPark was built to serve the local community. If selected to manage this complex, we will serve as a steward of Yellowstone County and the community to operate the facility in a manner consistent with your goals and priorities. Our view on events that do not bring in revenue (4-H, etc.) is to serve as a partner to facilitate their growth in any way possible, including through supporting key areas such as marketing/communications and event coordination. While these events may not generate significant revenue, we know that they are sometimes the most important aspect of a facility like MetraPark to the local community.

# PAYROLL/ STAFFING

**1. ADDRESS PROCEDURES FOR PROVIDING OPPORTUNITIES FOR THE FULL TIME EXISTING METRAPARK COMPLEX EMPLOYEES (NON-MANAGEMENT) AND WHAT THAT WOULD LOOK LIKE? WILL THEY STILL BE FULL TIME? IF NOT, WHAT WILL IT LOOK LIKE? TO HELP THE COUNTY REVIEW THIS AREA, PLEASE PROVIDE A BREAKDOWN OF STAFFING LEVELS FOR VENUES THAT HAVE COME UNDER YOUR MANAGEMENT SINCE THE END OF 2014, SHOWING THE NUMBER OF FULL-TIME AND PART-TIME EMPLOYEES FOR THE YEAR BEFORE YOUR MANAGEMENT AGREEMENT AND CURRENT DAY OPERATIONS. IN ADDITION, PLEASE PROVIDE A TYPICAL LIST OF BENEFITS AVAILABLE TO FULL-TIME EMPLOYEES, YOUR "HOURS WORKED" CUT-OFF TO CLASSIFY AND EMPLOYEE AS PART-TIME AND ANY BENEFITS YOU ROUTINELY OFFER TO PART-TIME EMPLOYEES. FOR FINANCIAL INFORMATION PREVIOUSLY PROVIDED TO THE COUNTY AS PART OF ITS RFQ&I PROCESS OR FOR ANY VENUE FINANCIAL DATA BEING FORWARDED TO THE COUNTY AS A PART OF YOUR FIRMS'**

Our goal is always to maintain the maximum number of existing employees at any facility for which we assume management. Upon review of job descriptions and client input, we are willing to offer existing employment to all employees.. In addition to maintaining positions at the facility, OVG360 provides unprecedented growth opportunities for employees that wish to advance their careers, not only within the MetraPark Complex, but within our network of operated facilities worldwide. In fact, we traditionally have increased staffing levels at our managed venues on account of the amount of revenue we bring in and the increase in events we book. An example of how staffing levels increased since OVG360 took over management includes the Ford Wyoming Center in Casper, where we assumed management on October 1, 2016.

- General Manager
- Director of Marketing / AGM
- Administrative Coordinator
- Box Office Manager
- *Director of Partnerships (added position)*

- *Director of Finance (added position)*
- Staff Accountant
- Event Coordinator
- Director of Operations
- Operations Manager
- AV Technician
- Director of Food & Beverage
- Assistant Director of Food & Beverage

All 11 existing positions were retained and two new positions were added.

The current (2022) staffing levels include the following 15 full-time positions:

- General Manager
- Director of Marketing
- Executive Assistant
- Box Office Manager
- Director of Partnerships
- Director of Finance
- Staff Accountant
- Director of Event Services
- Director of Operations
- Operations Manager
- AV Technician
- Director of Food & Beverage
- Assistant Director of Food & Beverage
- F&B Operations Supervisor
- F&B Operations Supervisor

OVG360 is committed to offering programs that support good health and work-life balance. Upon their date of hire, transitioning full-time employees will receive comprehensive benefits options. Below is an overview of our total benefits package that includes competitive base pay, time off, and entitlements:

- Medical Prescription Drugs
- Behavioral Health
- Vision
- Dental Organization (PPO)
- Flexible Spending Accounts (FSAs)
- Short-Term Disability
- Long-Term Disability
- Life and Accidental Death and Dismemberment (AD&D)
- Commuter Benefits
- Employee Assistance Program

**2. ADDRESS PROCEDURES FOR PROVIDING OPPORTUNITIES FOR THE EXISTING METRAPARK COMPLEX EMPLOYEES AS PART OF A DEFINED MANAGEMENT TRANSITION PLAN.**

OVG360 has extensive experience with transitioning employees from the public sector and other private management firms. In every transition, our first priority is simple: putting current employees at ease. We treat all current employees with fairness, honesty, and empathy, easing them through the transition process by providing thorough explanations and complete transparency each step of the way. We also ensure that an OVG360 human resources representative is on-site throughout the entire transition, further facilitating a smooth process for everyone involved. As stated previously, it is our goal to maintain the maximum number of existing employees at the facilities for which we assume management. Our OVG360 HR department will be on-site immediately following an award in advance of the contract start date to assist all current employees with an explanation of their benefits, benefit options/ selections, and guidance through the paperwork and application process. Working closely with members of our Transition Task Force, our HR team will also:

- Finalize the management organization chart/ staffing plan
- Revise job descriptions, as needed
- Assist Managers in filling appropriate job vacancies
- Develop effective labor relations with existing bargaining units, as needed

**3. WHAT EXISTING POSITIONS WILL LIKELY BE ELIMINATED OR ADDED, IF ANY?**

Our plan is not to eliminate any existing positions. Our typical approach when assuming management at a new facility is to conduct a thorough on-site assessment prior to finalizing an organizational chart (which the County will have full approval rights over). Our goal is not to make a difference on the bottom line by cutting staff, but by growing top-line revenue (which requires a strong team). In fact, within our enclosed response, we propose the addition of a sponsorship sales position, executive chef, and executive sous chef at the Complex to drive more revenue and increase customer experience for the operation.

## FINANCIAL PERFORMANCE / BUDGETING

**1. WHAT IS YOUR PROCESS FOR APPROVING ANY MATERIAL CIRCUMSTANCE OR EVENT YOU DEEM NECESSARY THAT MAY HAVE AN IMPACT ON THE CURRENT BUDGET?**

OVG360 has a comprehensive finance department policy and procedure manual that will be used at MetraPark to create a sound financial and internal control environment. The finance manual is proprietary, but we are happy to meet with the County to review it. This manual includes policies and procedures that are designed to provide comprehensive controls over financial processes, safeguard assets, and ensure timely and accurate financial reporting. Each section of the manual includes specific language discussing the appropriate financial controls to protect against fraud, to safeguard the organization's resources, and to ensure timely and accurate financial reporting. In addition, we hire qualified and knowledgeable finance staff to ensure company objectives and accounting standards are met.

**2. AS TO BUDGETS, PROVIDE SOME SPECIFIC DETAIL AS TO THE PROCESS IF THERE IS A DISAGREEMENT ON AN UPCOMING ANNUAL BUDGET. FOR EXAMPLE, A FIRM MAY BELIEVE THAT THE FACILITY WILL GENERATE A NEGATIVE \$500,000 FROM ONGOING OPERATIONS, EXCLUDING CAPEX. THE GOVERNING BOARD MAY BELIEVE THAT BASED UPON RECENT PERFORMANCE AND OTHER ECONOMIC FACTORS THAT SEVERAL AREAS OF THE BUDGET SHOULD INDICATE A LOSS OF ONLY \$300,000**

OVG360 utilizes a modified zero-based budget approach. Each department director is responsible for preparing their departments' expense budget. The Finance Director for each venue works with each department to build their budget for operating expenses and staffing needs.

The Finance Director works with the sales department to build the event revenue. The sales team provides an event schedule which lists contracted and tentative (expected but not contracted yet) events, as well

as those which are being held. Once the number and events types are included in the budget, the Director of Finance and Sales team begin building the revenue and expense details for each event. For events that are returning, historical information for that event is used to build the revenues and expenses. For events that are new to the building, the finance team researches at what venues the event has taken place in prior years. The Finance Director will contact the finance team at other venues to mine data the venue will provide, which will assist in preparing the budget for events that are new to the venue.

Once the event budget and operating expense budget are completed and signed off by the sales department and the directors of each department, the Finance Director combines the data into OVG360's Excel budget template. The Finance Director verifies the accuracy of all formulas and calculations in the budget template. The budget is then submitted to the venue's General Manager and Regional Finance Director for their review and approval. After the General Manager and Regional Finance director provide their feedback and approval, the General Manager and Director of Finance complete a Summary Report of the budget for OVG360's Vice President to review and provide final approval. Once approval is received, the budget is then ready to be presented to the client.

When the budget is approved by the client, the finance team uploads the budget from Excel into OVG360's accounting system, Net Suite. At the close of each month, the Finance Director provides each department their results compared to the approved budget. The finance team reviews the event results for the month with the sales department and updates the projection for the year, for events that have been moved from tentative to confirmed and new events being held.



**3. PLEASE PROVIDE DETAIL AS TO YOUR APPROACH TO HANDLING BUDGET ADJUSTMENTS FOR MATERIAL AND UNFORESEEN EVENTS. THESE COULD RELATE TO ANYTHING FROM LOCAL AIRPORT CLOSURE FOR AN UNEXPECTED LENGTHY PERIOD, MATERIAL DAMAGE TO FACILITIES IN USE, ETC.**

For any material and/or unforeseen events affecting the venue's budget, OVG360's finance team will immediately make the County aware and list adjustments in our monthly forecast, adjust revenue projections, and look to backfill lost business with local and short-term booking opportunities, We will also provide rolling forecast with any potential changes.

**4. PLEASE PROVIDE DETAIL AS TO NAMING RIGHTS REVENUE PER VENUE INITIATED AND NEGOTIATED BY YOUR FIRM FOR THE VENUES FOR WHICH YOU PROVIDE FINANCIALS FOR YELLOWSTONE COUNTY REVIEW. THIS SHOULD LIST THE REVENUE BY YEAR, THE LENGTH OF THE AGREEMENT AND HOW YOUR FIRM IS COMPENSATED FOR THIS REVENUE. IS FINAL APPROVAL FOR SUCH CONTRACTS OBTAINED FROM THE LOCAL GOVERNING BODY IN ADVANCE? YELLOWSTONE COUNTY'S CURRENT POSITION FOR SUCH ACTIVITIES DOES NOT ALLOW FOR COMPENSATION TO THE VENDOR BEYOND THE TERM OF ANY AGREEMENT FOR PRIVATE MANAGEMENT. PLEASE PROVIDE YOUR THOUGHTS ON THIS POINT.**

We recommend that any naming rights partnership that extends beyond the term of a management agreement require approval by the venue's local governing body. This approach allows the County to retain complete control and decide what is the best economic outcome for the County and the venue, while continuing to provide an incentive for the sales entity to secure the most revenue on behalf of the County. It is industry standard for a sales entity to receive commissions for the term and value of that sponsorship agreement. The average term of a naming rights partnership for a venue and market of this size is between 7-10 years, so it will be important for the County to properly incentivize the firm it hires for sales representation.

OVG Global Partnerships is the global leader in

securing venue naming rights from our recent groundbreaking partnerships with Climate Pledge Arena (Seattle, WA) and UBS Arena (Belmont, NY) to the 50+ naming rights secured over the last decade. It is important to note and understand, while reviewing market comparisons, that our approach to selling naming rights is customized to each venue based on the venue, its history, content, the market, advertising assets available and the story we create for your venue. Below are the naming rights terms for the venue examples you requested. The terms might not be directly applicable for your property.

**Stormont Vail Events Center (Topeka, KS)**

- 10 Years
- \$250,000 Flat Annual Fee Per Year
- 15% Commission Rate

**Ford Idaho Center (Nampa, ID)**

- 5 Years
- \$250,000 Flat Fee with a 4% escalator in years 4 and 5

**Ford Wyoming Center (Casper, WY)**

- 6 Years
- Year 1: \$75,000
- Year 2: \$75,000
- Year 3: \$77,250
- Year 4: \$79,600
- Year 5: \$83,600
- Year 6: \$88,000
- 15% Commission Rate

It is not abnormal that a final approval of the naming rights partnership be approved by the local governing body. We can adapt to your needs. For best results, parties should meet in advance to identify and agree on terms, potential prospects and naming rights partners that would be acceptable to the County.

**5. AS TO REVENUE DERIVED FROM NAMING RIGHTS, DO YOU SEGREGATE THEM ON YOUR FINANCIALS? IF NOT, PLEASE PROVIDE DETAIL AS TO LINE ITEMS IN YOUR PRESENTED FINANCIALS THAT INCORPORATE THOSE AMOUNTS. FURTHER, PROVIDE DETAIL AS TO WHETHER YOUR COMPENSATION FOR NAMING RIGHTS IS INCLUDED IN YOUR INCENTIVE COMPENSATION COMPONENT LISTED ON YOUR FINANCIALS.**

Yes, naming rights revenue is identified as a separate line item in our detailed financials as part of sponsorship, advertising, and premium seating revenue. Both the gross revenue of naming rights and any related expense to secure the revenue is listed in the financials. This related expense includes our commission or compensation for the naming rights sales. The net revenue (gross naming rights revenue minus related expenses) will drop to the bottom line of the venue operating budget and therefore be included in the incentive compensation component.







**6. YOUR FIRM MAY DESIRE A PERCENTAGE, SUCH AS 15% OR OTHER AMOUNTS TO BE PAID FOR NAMING RIGHTS, ADVERTISING, SPONSORSHIPS, POURING RIGHTS, EVENT SPONSORSHIPS AND PREMIUM SEATING. PLEASE CLARIFY IS THE 15% IS A SEPARATE FEE AND THAT REVENUE WILL ALSO BE POTENTIALLY SUBJECT TO INCENTIVE PERFORMANCE COMPENSATION, SHOULD METRA’S RESULTS EXCEED BUDGET.**

Yellowstone County and MetraPark will enjoy the dedicated support of on-site sales personnel, supported by our entire record-setting Global Partnerships division. As proposed, the 15% commission rate is on all commercial marketing rights revenue including revenue from naming rights, advertising, sponsorship, pouring rights, event sponsorships and premium seating including suites, club seats, rentals, and future inventory potentially developed. For clarity, due to the ongoing nature of servicing current clients, following through on activations, and acquiring new clients, this would include commission on the revenue streams already contracted with the venue and for future revenues contracted during the term of management.

For a venue of this size to maximize its earning potential, we would recommend hiring a minimum of one (1) person dedicated solely to sponsorship and premium seating sales and servicing. This on-site sales employee, the Director of Partnerships, would be responsible for day-to-day sales, client interaction and managing the Complex’s corporate sales department. We envision this as a separate role and function from the marketing department, whose focus will be on marketing the Complex, events, and generating ticket sales. This will effectively eliminate sales responsibilities from the on-site marketing staff, except for the natural collaboration between departments to maximize revenue and marketing opportunities.

Our compensation model for our sales representation service includes a low commission rate of 15% and the cost of the Director of Partnerships employee on the venue’s operating budget. This commission fee is utilized to fund corporate resources dedicated to supporting the project including oversight by regional and executive sponsorship sales professionals with significant industry and venue expertise, access to a

national sales team and brand relationships, design and production of sponsorship marketing collateral/ proposals, CRMs, lead generation database, and competitive intelligence.

**7. FOR EACH LOCATION FOR WHICH YOU PROVIDE FINANCIAL DETAIL, PLEASE PROVIDE A SHORT SUMMARY OF EACH AS TO ACREAGE, NUMBER OF BUILDINGS, CAPACITY/USE OF EACH.**

Provided in Section 3. are detailed profiles of OVG360 properties that are most relevant to MetraPark based on size and market. These profiles include detailed information regarding venue summary, marketing, sales, event production and promotion, operational strategies, facility specifications, market size, hosted events, and key successes for each. We have also included historical profit and loss information for select venues as a confidential enclosure to this Response.

These facilities include:

- Ford Idaho Center, Nampa, ID
- Budwesier Events Center at the Ranch Complex, Loveland, CO
- Stormont Vail Events Center, Topeka, KS
- Dallas Fair Park, Dallas, TX
- Ford Wyoming Center, Casper, WY
- Curry County Events Center & Fairgrounds, Clovis, NM
- Cross Insurance Arena, Bangor, ME



**8. HAS A PAID PARKING POLICY BEEN INSTITUTED AT ANY OF YOUR VENUES AFTER YOU BEGAN PROVIDING MANAGEMENT SERVICES? PLEASE PROVIDE SEPARATE DETAILS AS TO THESE SITUATIONS. DETAILS SHOULD BE PROVIDED FOR 3 TO 5 SUCH VENUES FOR THE FIRST 3 YEARS OF OPERATIONS WITH THE PARKING POLICY IN PLACE. IS ALL PARKING PAID? DO ALL EVENTS AT ALL BUILDINGS/LOCATIONS ON GROUNDS REQUIRE PAID PARKING? HOW MUCH IS COLLECTED, BY YEAR?**

OVG360 strives to positively disrupt the sports, hospitality, and live entertainment industry in order to best serve our guests, our venues, our communities, and our planet. We recognize that a guest's first, and last, impression starts and ends with their parking experience. That is why OVG360 has created a division solely dedicated to the parking efficiencies of the venues we manage.

The first of its kind in our industry, the new division will also help our venues reduce environmental impact and support the surrounding community – all through the dynamic lens of parking and mobility. With sustainability as one of OVG360's guiding principles, we focus on reducing the environmental impact of the more than 350 venues OVG owns and/or manages. Through deliberate parking operations and traffic management, guests spend less time idling and circling, which will cut carbon emissions and vehicle miles traveled.

The amount charged for parking is based on the market and County support/approval. While we would recommend against charging for parking right away, we do recommend an initial parking fee of \$5 and \$10 to \$15 for a VIP/preferred area. When implementing a new parking fee, we suggest starting small, and then adapt as needed.

There are a number of ways to address paid parking. In some cases, we place a surcharge on the ticketing conveniences fees, and in other cases we implement a paid parking for premium area. It is also an option to charge for all parking areas. Holding concurrent events isn't an issue, as we can offer separate entrances for each respective events or can provide parking passes to event attendees. In any case, we

would probably only look to charge for parking at large ticketed events (such as concerts).

For comparison, Nampa's Ford Idaho Center charges for parking at concerts, but has a separate, no-charge, entrance for horse events. At the Budweiser Events Center in Loveland, CO, we accommodate 4H events through separate entrances and/or through parking passes.

OVG360 will work with County to get their support and approval. We would share the strategy and ROI and ultimately leave it to the County for final approval.

OVG360 has qualified management personnel with experience in coordinating large parking and traffic management operations. These individuals will be used to evaluate and make recommendations for improving this service. OVG360 believes that a successful Traffic Management Plan can only be accomplished through the coordinated efforts of the venue operator, Traffic Police, and other governmental departments or agencies. To lead our parking operations and traffic management, OVG360 has appointed parking expert, Joe Leung, as Vice President of our specialized Parking & Mobility division.

The Parking & Mobility division will guide our venue teams on how best to pre-sell through various channels – ticket purchase flow, social media, pre-event emails, in-arena and -stadium tv displays. Pre-selling will encourage guests to pass right by those competitor lots. We want to win them over so that pre-purchase of parking becomes routine. Bottom line: we want guests to have a fast, easy parking experience so they enjoy more time inside our venues.

Immediately upon award, OVG360 Parking and Mobility will begin a detailed audit and review of the parking and mobility operation and provide the County with a comprehensive written report documenting the findings observed during the parking and mobility review and approval. Once approved by the County, we will begin to implement and execute the plan moving forward. The survey may include, but not be limited to:

- Operations

- Operational efficiency assessment
- Staffing plan design and optimization
- Expense review/audit
- Pedestrian and vehicle wayfinding
- Traffic management plan support
- Procurement
- Revenue Capture and Creation
  - Online Sales and marketing best practice review
  - Rate/pricing strategies
  - Non-event revenue generation
  - Inventory/capacity optimization
  - Sponsorship/entitlement
  - Ancillary revenue streams
- Technology Assessment
  - Technology stack review
  - Design and/or selection of technology
  - Application of technology for operational efficiencies
  - Fixed and dynamic signage
  - Handheld payment systems
  - Technology integration
- Guest Experience
  - Guest survey design
  - NPS impact assessments
- Financial
  - Budget(s) and financials
  - Event metrics Analysis
  - Revenue control audit
- Mobility
  - Electric vehicle charging assessment
  - Rideshare design and planning

**9. DUE TO THE NEED TO USE RECENT RESULTS FOR A BENCHMARK UPON WHICH TO MEASURE FUTURE VENDOR COMPENSATION, WHILE ALSO RECOGNIZING THE DRAMATIC AND LIMITING IMPACT OF COVID-19 IN OUR FISCAL YEARS 2020 AND 2021, YELLOWSTONE COUNTY INTENDS TO USE FY22 FINANCIALS AS A BENCHMARK. WE BELIEVE THAT USING FY18, FY19 AND FY22 WOULD CAUSE THE CREATION OF ANY INACCURATE BASE UPON WHICH TO MEASURE FUTURE PERFORMANCE. PLEASE PROVIDE YOUR INPUT AND THOUGHTS ON THIS POINT.**

Covid has certainly made historical financial and performance information difficult to analyze. We agree that using FY22 financials is probably the most accurate information for determining the benchmark. However, we would welcome the opportunity, given how critical the benchmark is to future years, to discuss any anomalies or unique circumstances in FY22 that may not be applicable for future years' projections.

**10. IF YELLOWSTONE COUNTY AND YOUR FIRM COMES TO TERMS ON A MANAGEMENT AGREEMENT, KEEP IN MIND THAT MONTANA LAW WILL LIMIT US TO A 7-YEAR CONTRACT, ALTHOUGH EXTENSIONS ARE POSSIBLE/ PROBABLE, THEY ARE NOT GUARANTEED. OUR FIRM PREFERENCE IS A 4-YEAR AGREEMENT, WITH A 3-YEAR EXTENSION THAT MUST BE MUTUALLY AGREED UPON. PLEASE KEEP THAT IN MIND IN YOUR PRICING DETAIL.**

OVG360 has proposed a management agreement in line with a 4-year base term and a 3-year extension option and is willing to discuss and consider any contract length and renewal option that aligns with the county's goals and objectives. Should the overall length of the contract be adjusted from our original proposal, it would not structurally change the nature of our agreement's fee structure nor change our consideration of the opportunities we think are available for MetraPark and its future. A four-year initial term will provide our on-site leadership with the opportunity to truly instill best practices, foster a collaborative and innovative culture, and properly train and mentor employees, all of which are critical to realizing and maximizing operational efficiencies, strengthening employee morale and creating stability in the workforce.

**11. IF AT SOME POINT DURING THE TERM OF ANY AGREEMENT OR EXTENSIONS THEREOF, YELLOWSTONE COUNTY OBTAINS VOTER APPROVAL TO SUBSTANTIALLY EXPAND AND IMPROVE FACILITIES ON CAMPUS, WE BELIEVE THAT ANY AGREEMENT IN THE NEAR TO INTERMEDIATE TERM WILL RENDERED INACCURATE AS TO MEASURING A PRIVATE MANAGEMENT FIRM'S BENEFIT TO THE COUNTY. YELLOWSTONE COUNTY WOULD VIEW THIS AS A REASON TO RE-OPEN THE CONTRACT IN PLACE AND WOULD EXPECT ANY MANAGEMENT CONTRACT AGREEMENT TO ALLOW FOR THIS. ALSO, PLEASE PROVIDE SPECIFIC THOUGHTS AS TO HOW WE WOULD PROCEED THROUGHOUT AN EXTENDED CONSTRUCTION PERIOD (WHICH MAY LIKELY NEGATIVELY IMPACT CERTAIN OPERATIONS AND BUILDING USE) AND THEN DURING THE INITIAL YEARS AFTER COMPLETED ENHANCEMENTS. PLEASE REFER TO THE WEBSITE FOR METRAPARK FOR TENTATIVE PLANS FOR THE CAMPUS, IF NEEDED.**

OVG360 has been involved in the Billings market for more than three years and has intimate knowledge of the potential expansion plans the county is assessing. We are open to the County's decision to re-open the contract should the County obtain voter approval to substantially expand and improve the facilities on campus. The County will have the right to renegotiate the scope portion of the contract as we expect our management scope to also change; however, any changes to the contract would only occur if mutually agreed. With facility upgrades or additions, comes added responsibility and oversight. Our involvement and our responsibilities will change as most likely the County will be invested significantly in any of these projects. We will need to make sure we are using our expertise to maximize usage and profits from such investments.

**12. HOW DOES YOUR FIRM PARTICIPATE IN NEGATIVE RESULTS – FALLING BELOW MUTUALLY AGREED UPON BUDGETED STANDARDS? WOULD YOU CONSIDER A COUNTY TERMINATION CLAUSE FOR CONTINUED FAILURE IN THIS AREA – OUTSIDE OF IMPACTS CAUSED BY EVENTS OUTSIDE OF EITHER PARTY'S CONTROL?**

OVG360 has proposed a financial deal structure with rebates/paybacks of its base management fee based upon a mutually agreed upon Net Operating Income Benchmark if MetraPark experiences a financial regression during our management term. We would consider a termination clause in negotiations should we continually miss this mutually agreed upon benchmark.

Our base management fee is generally paid monthly in advance but can be adjusted to align with the County's accounting practices, as needed. We understand the uncertainty that surrounds changing MetraPark's current operating model. Our goal is to make the county feel as confident as possible regarding our financial arrangement and to understand that we are in this together whole-heartedly.

**13. HOW WOULD THE BUDGET FOR A PARTIAL INITIAL YEAR BE DEVELOPED, ASSUMING AN AGREEMENT COMMENCING ANY DATE OTHER THAN JULY 1ST OF ANY YEAR? WITH YOUR LACK OF FAMILIARITY WITH OUR OPERATIONS, WE WOULD LIKE FEEDBACK AS TO HOW BENCHMARKS WOULD BE DEVELOPED IN THIS SHORTENED PERIOD. THE COUNTY HAS NO INTEREST IN WORKING OFF OF A CONTRACT YEAR BASIS. ALL YEARS, ASIDE FROM THE FIRST ONE, WILL BE ON A JULY 1 – JUNE 30TH BASIS.**

We will develop a partial year budget and related benchmark after analysis of the budget in place and the current business position. We would also prefer to operate in a July 1 - June 30 fiscal year after any initial partial year.



**14. DO YOU HAVE A PRICING AGREEMENT FOR TICKETING WITH AXS? IF SO, WOULD YOU BE ABLE TO UTILIZE IT AS THE PRIVATE MANAGEMENT FIRM OF METRA, SHOULD THE COUNTY GET AXS TO APPROVE THE RE-PRICING OF OUR AGREEMENT WITH THEM UNDER TERMS OF ANY PRIVATE MANAGEMENT FIRM WE MAY EMPLOY?**

OVG360 is agnostic when it comes to ticketing services and utilizes many different companies in all of our buildings. Unlike ASM Global who has ownership interest in AXS Ticketing, we will be able to act in the County's best interest when discussing any pricing agreements putting the facility first and company interest second.

**15. PLEASE PROVIDE DETAIL ON AN ESTIMATED INITIAL CASH BALANCE YOUR FIRM REQUIRES FOR COMMENCING OPERATIONS.**

OVG360 request the first quarter of the budgeted operating costs be funded and will make quarterly requests moving forward. Additionally, we will include cash flow reports as part of our monthly financial statements to provide the county with full access to our cash flow status.



APPENDIX A




**METRAPARK**

**OVG**  
**360**

# APPENDIX A

## BIOGRAPHIES



OVG360's corporate personnel is comprised of experienced industry veterans who have worked in every facet of the sports and entertainment industry. Our team of professionals is eager and prepared to share their expertise with Yellowstone County and its MetraPark. The corporate resumes of our key staff members who will have significant roles in delivering management services are as follows:



PETER  
**LUUKKO**

Chairman , OVG360,  
Co-Chairman, OVG  
Arena Alliance

**P**eter Luukko is instrumental in overseeing growth for the company by acquiring new facilities, managing relationships with promoters, artists, and managers, and consulting with developers, city officials and team owners. Additionally, he is Executive Chairman of the Florida Panthers Hockey Club and Sunrise Sports and Entertainment. Under Peter’s leadership, the franchise experienced several accomplishments including hosting the 2015 National Hockey League Draft and a significant increase in ticket and corporate partnership revenue. Luukko’s management also resulted in an increase in bookings of a variety of prominent shows at the team’s home venue, the BB&T Centre.

Peter previously served as President and Chief Operating Officer of Comcast-Spectacor, L.P. for more than 25 years, overseeing the Philadelphia Flyers of the NHL, while serving as a member of the National Hockey League Board of Governors. He oversaw Comcast-Spectacor’s facility-management business, Spectra (later acquired by OVG), which ran more than 125 sports arenas, stadiums, and convention centers. He was also responsible for the expansion of Comcast-Spectacor’s broad range of businesses including its food and beverage, ticketing, and sponsorship sales divisions.

Under Peter’s leadership, Comcast-Spectacor helped Philadelphia garner national attention and awareness by attracting several high-profile events to the city of Philadelphia, including the 2000 Republican National Convention, the 2000 NCAA Women’s Final Four, the 2001 NCAA Men’s East Regionals, the 2001 and 2002 X-Games, the 2002 NBA All-Star Weekend, the 2008 U.S. Olympic Team Trials for Gymnastics, the 2011 NCAA Wrestling Championships, the 2014 NCAA Frozen Four, and several other sports and entertainment events.

As President of the Flyers, he played an instrumental role in his club participating in two Winter Classics (2010 and 2012), while also hosting the 2014 NHL Draft. A recognized leader in the facility management industry, Peter was the 2000 recipient of the City of Hope’s Tri-State Labor Award. He also received the 2002 prestigious Harold J. Vander Zwaag Distinguished Alumnus Award from the Sports Management Program of the University of Massachusetts for his accomplishments in the field of sports management. He received the 2013 Police Athletic League PAL Award for his contributions to the Philadelphia community.

In 2013, Peter and Comcast-Spectacor Chairman, Ed Snider, ranked 43rd on Street & Smith’s Sports Business Journal’s prestigious list of the Top 50 Most Influential Leaders in Sports Business. They were also two-time winners of Venues Today’s Hall of Headlines. He also was named one of Billboard Magazine’s Power 100 (2012 and 2013).

Peter serves as an active member of the Board of Directors of Pointstreak Sports Technologies Inc., a Toronto company that develops sports-related software, including 50/50 raffle technology, increasingly used at sports facilities across North America. He also serves as Chairman of the Board of Directors of Philly Sports Holdings, an Exton, PA based holding company that operates Sports Vault and Strategic Sports Marketing. Peter is a hockey player, hockey coach, and hockey parent. He is a graduate of the University of Massachusetts. Peter and his wife, Casey, have three children Nick, Dana, and Max.







CHRIS  
**GRANG-  
ER**

CEO, OVG360

**W**ith more than 25 years of experience, Chris oversees OVG360 and its various service divisions.

Prior to joining OVG, Granger was group president of sports and entertainment with Ilitch Holdings, a position he held since 2017. While there, he was responsible for all aspects of business operations for the Detroit Tigers, the Detroit Red Wings, the company's joint venture interest in 313 Presents, and the operations of Little Caesars Arena, Comerica Park, Detroit's historic Fox Theater, DTE Energy Music Theater, Meadow Brook Amphitheater, and Michigan Lottery Amphitheater at Freedom Hill. In Granger's four years leading the organization, the Ilitch sports and entertainment businesses saw a period of unprecedented growth, a broad expansion of programming, and significant community investment.

Granger previously served as president of the Sacramento Kings and Sacramento Basketball Holdings, LLC. During his tenure, the Kings enjoyed unprecedented revenue growth and were widely recognized as a highly innovative and community-minded franchise. Granger's influence also extended to the development of Sacramento's award-winning, LEED Platinum Golden 1 Center, and its 1.5 million-square-foot downtown mixed-use development project, Downtown Commons. The Golden 1 Center was the first arena in the country to be recognized as LEED Platinum, reflecting its groundbreaking commitment to sustainability. Before joining the Kings, Granger worked in various capacities for the NBA for 14 years. While there, he served as the executive vice president of the NBA's renowned team marketing and business operations function, where he advised NBA, WNBA, and NBA Development League teams on all aspects of business operations.

Granger and his family are active in a wide range of charitable organizations in the Detroit community, including Make-a-Wish Michigan, Salvation Army, the Henry Ford Museum, and City Year Detroit, where Granger proudly serves on the board.

He received his bachelor's degree from Cornell University and his Master of Business Administration from Yale. He was named Sacramento Business Person of the Year in 2017 and was a 2010 *Sports Business Journal* Forty Under 40 award winner.



PETER  
**ZINGONI**

Senior Vice President,  
Development, OVG360

**P**eter Zingoni is Senior Vice President of Development for OVG360. Peter leads the development team by focusing on identifying new opportunities and account acquisitions for the company. Prior to joining Oak View Group, Zingoni spent eight years leading business development for Spectra in venue management, food service and hospitality, and sponsorships.

Zingoni, a former draft pick of the Columbus Blue Jackets (2000 NHL Entry Draft), played eight seasons of professional hockey for AHL affiliates of the Blue Jackets, the Tampa Bay Lightning, the Minnesota Wild, and the Philadelphia Flyers. He was awarded the AHL's "Man of the Year" for contributions to the community of Norfolk, VA while playing with the Admirals in 2008-09. He also spent two years as Vice President of the Jacobs Realty Group, a real estate development company in Wayne, PA



MATT  
**LASHOFF**

Director of Business  
Development, OVG360

**M**att Lashoff is OVG360's Director of Business Development and brings with him more than 15 years of experience in the sports and entertainment industry.

Prior to his role with OVG360, Matt led a 12-year professional hockey career, which began in 2005 when he was drafted 22nd overall for the Boston Bruin's 2006-07 season. Matt's tenure with the National Hockey League ("NHL") also included positions with the Toronto Maple Leafs and Tampa Bay Lightning. While playing professional ice hockey, Matt also was responsible for running a music production company in charge of booking and music publishing for artists and songwriters.

In addition to Matt's current role with OVG360, he volunteers time with the St. Louis Blues Alumni Association and local St. Louis (MO) Youth Hockey Associations. Matt also sits on the board of The Warrior Transition Network, a foundation helping veterans transition from military to civilian life



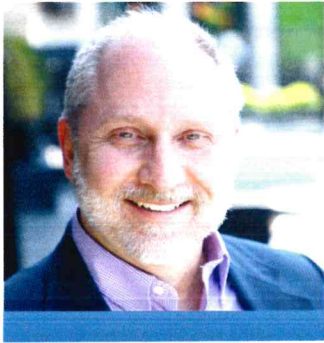
DOUGLAS  
**HIG-  
GONS**

Senior Vice President,  
OVG360

**D**oug Hig-Gons is a 30-plus-year veteran of public assembly facility management with experience in administration, operations, marketing, booking, pre-opening services, and event operations for arenas, theaters, stadiums, and conference centers throughout the United States. He has provided invaluable assistance in the design, construction, grand opening, renovation, operations, and transition phases of over 20 different arenas, stadiums, theaters, and conference centers. He has experience in numerous international events such as Olympic Games, Super Bowls, FIFA Cups, NCAA Championships, and stadium concerts.

Doug spent close to 20 years working for Spectra (later acquired by OVG) including 10 years as an RVP, overseeing 16 accounts. Doug has vast experience with the Olympics, which traces back to 1996 when he was involved with the Atlanta Olympic Games. He later served as the Deputy GM for the Utah Olympic Oval during the 2002 Winter Olympic Games in Salt Lake City. In this role, Doug was responsible for the daily operations of the Olympic Oval, for the transition of the venue to an Olympic facility, and the venue operations for speed skating during the 2002 Olympic Games. Doug also has a diverse background in venue security, as he had daily interaction with members of the US Secret Service, FBI, US Military, and local law enforcement. He also co-authored the Emergency and Incident Response Plan for the venue, combining the needs of the athletes, guests, and staff; while keeping security as the primary concern.

Doug is a graduate of the Sports Management program at the University of Massachusetts. He has served as an Adjunct Instructor at Old Dominion University and the University of New Hampshire co-teaching graduate and undergraduate level courses focusing on facility management. He is an active member of International Association of Venue Management (IAVM) and is a graduate of the IAVM's School of Venue Management. He has also served on the arena and university committees for IAVM.



## PAQUETTE

Senior Vice President,  
OVG360

**T**om Paquette's 25-plus years of expertise in managing sports and entertainment venues includes serving at a variety of venue types and sizes and hosting a myriad of events including NBA, NHL, NCAA basketball and hockey, arena and stadium concerts, national political conventions, ESPN X-Games, and music festivals. He has led arenas through construction, pre-opening, and opening phases as well as major renovation projects.

Tom held the position of Vice President and General Manager of the AT&T Centre for Spurs Sports & Entertainment, managing the arena during the 2013 NBA Finals, 2014 NCAA Men's Basketball Tournament, and the annual San Antonio Stock Show & Rodeo. Additionally, he spent 10 years as General Manager of Colonial Life Arena at the University of South Carolina, guiding the arena through construction, opening, and the first nine years of operation. After opening in 2002, it quickly became one of the premier university arenas in the United States and one of the most successful arenas in the Southeast. Prior to moving to South Carolina, he served as the Director of Event Production at the Wells Fargo Centre and Spectrum in Philadelphia, PA.

Tom has also served as General Manager at the Tsongas Arena in Lowell, MA, seeing it through construction, opening, and its first years of operation. Before his years in Massachusetts, he served as General Manager of the American Royal Centre and Kemper Arena in Kansas City, MO. He began his venue management career as Assistant Arena Manager at the University of Tennessee's Thompson-Boling Arena. While at the University of South Carolina, he served as an Adjunct Instructor in the College of Hospitality, Retail, and Sports Management, teaching graduate and undergraduate level courses focusing on facility and event management. Tom earned his Bachelor's Degree in Business Management and event management from St. Joseph's University in Philadelphia, PA and is a graduate of the International Association of Venue Management's (IAVM) School of Venue Management. He is an active member of the IAVM, serving on its initial Safety and Security Task Force, organized after the events of 9/11.



## HONTZ

Regional Vice President,

**R**ick Hontz is responsible for direct oversight of numerous OVG360 venues, primarily located in the Midwest. He provides supervision and leadership to OVG's General Managers at arenas, convention centers, and fairgrounds.

With over 18 years of industry experience, Rick was previously the General Manager at the Budweiser Events Center at the Ranch (BEC) in Loveland, CO. Rick handled the day-to-day operations and event bookings at the BEC, which consists of seven buildings. Additional previous positions include Director of Marketing and Assistant General Manager at the CURE Insurance Arena in Trenton, NJ and the Assistant General Manager at the Budweiser Events Center. He is a member of the IAVM, and he serves on the Board of Directors for the Loveland Chamber of Commerce.

Rick received a bachelor's degree from Bloomsburg University in Bloomsburg, PA.



MIKE  
**AHEARN**

Senior Vice President,  
Operations

**M**ichael Ahearn uses his vast domestic and international venue management experience to elevate OVG’s facility operations throughout North America. In his position, he oversees Facility Operations Departments at all OVG-managed facilities. He also heads up OVG’s Facility Consulting Division, which offers stand-alone venue planning, operations, and procurement services.

Michael has held key positions at venues around the world, including Event Manager for the Sheffield Arena in England; Box Office Manager at the Spectrum in Philadelphia, PA; and Sport Complex Director at the Jacksonville Sport & Entertainment Complex in Jacksonville, FL.

Michael holds a bachelor’s degree from Widener University in Chester, PA.



DAN  
**RUBINO**

Director, Projects

**D**an Rubino brings to OVG in-depth experience and knowledge of cutting-edge Furniture, Fixtures and Equipment (FF&E) purchasing, operation standardization, and new construction consulting. With more than 20 years of industry experience, Rubino has served as the Director of Facility Development for Centerplate, the Director of Operations for the Arena at Harbor Yard in Connecticut, and the Director of Operations at the BI-LO Center in South Carolina.

Dan’s thoughtful leadership has resulted in two books; Sports and Entertainment Arena Design, from an Operator’s Perspective and Handbook of Alternative Materials in Residential Construction. He obtained his associate’s degree from Hartford State Technical College and earned a certificate from Porter and Chester Institute.

Dan is currently a member of the International Association of Venue Managers.



MARISSA  
**DIONNE**

Vice President of  
Marketing, OVG

**M**arissa Dionne is a 19-year veteran in the entertainment and venue management industry specializing in Marketing, Public Relations, Sponsorship, and Group Sales. Marissa’s career has been formed from a foundation in arena management and marketing and has grown to include convention centre-related activities. As Vice President of Marketing for OVG360 & Arena Alliance, Marissa supports and coaches the onsite staff at all their venues. Additionally, Dionne oversees branding and marketing efforts for OVG360.

Throughout her career, she has worked alongside arena event promoters including Live Nation, AEG Live, Feld Entertainment, Harlem Globetrotters, among many others, while promoting and ensuring successful events at arenas throughout the country. Dionne has assisted with local sports franchises from the American Hockey League (AHL) and NBA Development League (D-League). Dione spent eight years with Global Spectrum (now Spectra) supporting several marketing and sales professionals in other Global Spectrum-managed arenas and conventions centres across the U.S. and Canada. As Regional Director of Marketing, she kept monthly communication with each venue’s General Manager and Marketing Department members, coached and developed marketing skills, shared successful ideas and campaigns while assisted in the management of the corporate National Marketing Campaign.

In addition to her Regional role, she led an NCAA Division I Basketball Tournament local organizing committee in hosting a week-long tournament. Further, Marissa oversaw an extensive national marketing campaign for the Springfield, MA-based MassMutual Centre, a 100,000-square foot convention centre, and 6,500-seat hybrid venue.



BLAIR  
**CARD-  
INAL**

Director, Communications

**B**lair Kahora Cardinal leads the company’s communications strategies on traditional and digital media platforms. She drives OVG360’s business objectives through media relations, digital storytelling, social media engagement, and brand management for external and internal audiences.

Blair works closely with field marketing and leadership teams to identify opportunities and to develop inclusive campaigns that showcase each venue’s breadth of expertise and exciting content. She also provides communications counsel and support to manage crisis situations.

Prior to joining the company, Blair was Assistant Vice President and Director of Media Relations at Buchanan Public Relations, a boutique agency where she specialized in business-to-business communications for blue-chip professional services clients.

Blair holds a Bachelor of Arts from the University of Delaware and an MBA in Strategic Management and Marketing from Villanova University in Villanova, PA.



NALANA  
**HINDS**

Senior Vice President &  
Corporate Controller

**N**alana Hinds oversees the financial accounting and reporting functions of our extensive client base. She also oversees treasury management, capital management, accounts payable and accounts receivable.

With over 20 years of experience, Nalana brings a hands-on approach to all aspects of accounting, financial reporting, financial planning and analysis, and system implementations. Prior to OVG, Nalana was with Macada Properties, LLC, where she was previously the Controller and Senior Accounting Executive.

Nalana received her bachelor's and MBA from Philadelphia University.



KENNETH  
**GABER**

President, OVG  
Hospitality

**K**en Gaber brings more than two decades of experience to OVG Hospitality, including management of food services at two of OVG's newest owned and operated venues. In his role as president, Ken establishes and oversees the culinary, technology, and operational strategy for OVG Hospitality.

Prior to joining OVG, Ken served as VP of Operational Excellence/ Strategic Operations with Delaware North. While there, he was responsible for business growth strategies, location openings, menu planning, technology deployments, and operational strategies for current and new accounts. Ken previously served as general manager at American Family Field, home of the MLB Milwaukee Brewers, where he was instrumental in the team's 2017 multimillion-dollar upgrade to the concessions program. He collaborated with the Brewers to bring the award-winning culinary concession vision to life, which included 11 new concession stands and two new field-level bars.

Ken began his career with Levy as General Manager of Suites at Philips Arena in Atlanta, and later served as Director of Operations at Ripken Stadium in Aberdeen, MD and Director of Premium Services at the Boston Convention Center in Massachusetts. He has also served as Director of Operations at Charlotte Motor Speedway in Concord, N.C. – managing Levy's food service operation that included 150 suites and concessions for as many as 165,000 fans – and as Director of Operations at the FedEx Forum, home to the Memphis Grizzlies.



## SATEN- SPIEL

Senior Vice President,  
OVG Hospitality

Jay Satenspiel provides on-site managers with guidance and support for day-to-day and long-range planning to ensure successful food, beverage, and retail operations.

A Brooklyn native, Jay began his food service career by helping his grandparents in their butcher shop, where he developed a passion for food and business. Jay has been responsible for managing several large and prominent venues including the PNC Center, Ford Field, Wrigley Field, and the Las Vegas Speedway.

Jay is a member of the National Association of Concessionaires (NAC). He is also a Master TEAM Certified Trainer and is a ServSafe Certified Instructor.



## FUREY

Senior Vice President,  
Global Partnerships

Bryan Furey leads OVG360's Global Partnerships efforts. In this position, he generates profitable growth for OVG360-managed venues and properties across North America through the sale of naming rights, sponsorship, advertising, pouring rights, premium seating, and other commercial rights. Bryan oversees the groups' day-to-day operations. His team represents over 90 clients, and has sold 40+ naming rights deals in the past decade — generating over \$75 million in gross sponsorship sales each year.

Bryan has been with the company for over a decade, growing through various roles with the company, including Project Manager and Regional Vice President. Prior to that, Bryan spent time working with IMG in Philadelphia, managing events and selling sponsorships and premium seating for a roster of entertainment properties and high-profile athletes. Following his tenure at IMG, Bryan ran Philadelphia's only annual professional golf event, which was hosted by PGA Tour star Jim Furyk and featured the world's top golfers, including Phil Mickelson, Adam Scott, Pádraig Harrington, John Daly, and more.

Bryan holds his bachelor's degree from Franklin & Marshall College in Lancaster, PA.





ANN  
**JACKSON**

Chief People and Culture  
Officer

**A**nn has spent the last 20+ years of her career in Human Resources with the goal of making people’s lives better.

She brings value to OVG by ensuring that employees are developed and grow, are paid a fair salary for their work, and know that the company cares about their health and welfare, not only for themselves, but also for their extended families. Ann takes pride in working with her organization and its leaders because she knows we all lead with integrity, honesty, and a strong moral compass.

Prior to OVG, Ann worked as the Vice President of Human Resources for the Madison Square Garden Company, Spectrum and Charter Communications. Ann is a business professional whose career as an HR leader avoids “HR Speak” and interacts with employees as the colleagues they are.

Ann holds an MBA from Southern Connecticut State University.



DEBONAIR  
**OATES-  
PRIMUS**

VP, Diversity, Equity, & Inclusion

**D**ebonair Oates-Primus, Ph.D., oversees DE&I-related strategies, partnerships, programs, and initiatives for OVG. In her role, Debonair recruits and empowers diverse talent, applying that talent on a global basis.

With over 12 years of experience in higher education, Debonair brings to the company her expertise in anti-bias training, culturally responsive curriculum development, and hiring. In addition, she has provided DE&I strategic planning to many universities, colleges, and organizations as a consultant.

Prior to joining OVG, Debonair was at the Community College of Philadelphia, where served as the DE&I Lead, Coordinator of the Diversity Certificate Program, Coordinator of the Black Studies Program, and Coordinator of the Diversity Fellowship Program.

Debonair earned a Ph.D. in Literature and Criticism with a concentration in critical race theory and intersectional feminism from Indiana University of Pennsylvania, a master’s in Master of Arts in Writing Studies from Saint Joseph’s University, and a bachelor’s degree in English from West Chester University.

# OVG ADDITIONAL SUPPORT



**LEI-  
WEKE**

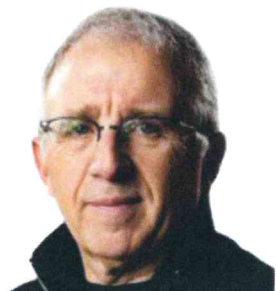
Chief Executive Officer,  
OVG

Co-founder and Chief Executive Officer of OVG, Tim Leiweke is a leader and veteran in the sports and entertainment industry with more than 30 years of experience spanning multiple professional teams, leagues, and facility developments around the world. No one else has been recognized on both the Billboard Top 100 People in the Music Business and the Most Influential Sports Executives by the Sports Business Journal in the same year. In addition to creating Coachella and other iconic music festivals, he has also been part of Championship teams in the NBA, NHL, MLS, AHL, and DEL.

Due to his consistent and devoted passion to community programs, Tim has been recognized for his support of several charitable organization including the City of Hope, Anti-Defamation League, Paras Los Ninos, Los Angeles Sheriffs Youth Organization, Children’s Hospital Los Angeles, Covenant House Toronto, Giants of Africa, and many others spanning many important causes.

Tim’s newest endeavor, in partnership with Irving Azoff, was the founding of Oak View Group in 2015. Prior to this, he served as President and CEO of Maple Leaf Sports and Entertainment with the following properties in its portfolio: NHL Toronto Maple Leafs, NBA Toronto Raptors, MLS Toronto FC, Air Canada Centre, Ricoh Coliseum, Maple Leaf Square, and BMO Field. Leiweke’s impressive resume also includes him serving as Founder, President, and CEO of Anschutz Entertainment Group (AEG) and acquiring and merging more than 50 sports and entertainment companies.

Tim was responsible for the development of the Staples Centre, home of Lakers, Kings, and Clippers and was integral in the creation of L.A. LIVE, a sports, residential, and entertainment district adjacent to Staples Centre and the Los Angeles Convention Centre. He has led the \$2.5 billion development that includes Club Nokia, a 2,300-capacity live music venue; Microsoft Theatre; L.A. Live; and a 54-story, 1,001-room convention headquarters destination, featuring Ritz-Carlton and JW Marriott hotels, along with 224 luxury condominiums. Tim has also served as President of the Denver Nuggets and Vice President of the Minnesota Timberwolves, inking their first naming rights deal in sports with the Target Centre in 1989.



IRVING  
**AZOFF**

Co-Founder, OVG

In 2015 Irving Azoff was in part responsible for co-founding Oak View Group and currently serves as a significant member of OVG’s Advisory Board. In this role, Irving contributes his industry experience and vast network of contacts. In 1974, Irving founded Front Line Management and became the exclusive manager for the likes of Jimmy Buffet, Journey, Jon Bon Jovi, and Van Halen. Irving is also responsible for turning MCA Music Entertainment Group’s fortunes around when he served as the label’s Chairman and CEO. After leaving MCA to join Warner Music Group, Irving created Giant Records and ran it for several years before deciding to return to managing artists. In 2008, Ticketmaster acquired Front Line Management and Irving was named CEO of Ticketmaster as part of the acquisition. That same year, Azoff was awarded Advertising Age’s Marketer of the Year. Irving later became Chairman of Live Nation and was named the most powerful person in the music industry by Billboard magazine.

In 2013, Irving announced a joint venture with The Madison Square Garden Company naming it Azoff MSG Entertainment. Irving serves as the company’s Chairman, CEO, and as a consultant to all MSG- managed venues, including The Forum. Irving recently purchased MSG’s share in the joint venture, renaming the company The Azoff Company. In addition to his tenure in the music and live entertainment industry, Irving has been involved in film production which includes movies like Fast Times at Ridgemoor High, Urban Cowboy, Jack Frost, Inkwell, and Above the Rim.



FRANCESCA  
**BODIE**

President, OVG  
Business Development

Francesca Bodie has operated at some of the highest levels of sports and entertainment. Her expertise intersects an array of skill sets from marketing, sponsorship, and operations to development, finance, and partnerships.

As President of Business Development for OVG, Francesca helps lead the company across a variety of fronts. In addition to helping OVG’s partnerships and acquisitions, she also oversees the company’s operations and spearheads all new real estate development projects for sports and entertainment facilities, including the firm’s major new projects at Climate Pledge Arena in Seattle, WA and UBS Arena in New York, NY. Prior to joining OVG in March 2015, Francesca served as Vice President of Special Projects for AEG, overseeing a broad range of world-class programming, live events, and production at L.A. LIVE and other facilities around the world.



CHRISTINA  
**SONG**

General Counsel, OVG

**C**hristina Song was named General Counsel of OVG in 2016 after working for Madison Square Garden for more than nine years, most recently serving as Vice President, Business, and Legal Affairs.

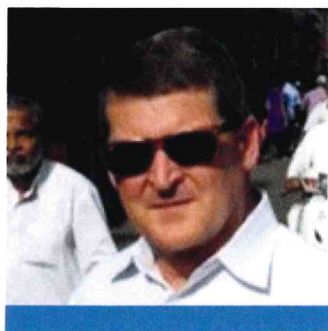
While at MSG, Christina worked on a number of marquee and signature marketing partnership agreements across MSG's various teams and properties while also providing day-to-day support to the partnership activation team. Prior to joining MSG, Christina spent six years working on entertainment and intellectual property-related matters for Duane Morris and Hunton & Williams in their respective New York offices.



**GRIFFIS**

President, OVG Global Partnerships

**W**ith more than 20 years of experience on both the brand side and the property side, Daniel Griffis has built a career by thinking differently. Prior to joining OVG in November of 2015, he served as Officer and Vice President of Marketing at Target Corporation. He built more than 50 national marketing campaigns and 200 unique partnerships for the brand. He managed a marketing budget of \$320 million with responsibility over all Sports, Entertainment, Fashion and Corporate Social Responsibility for the \$76B retailer. Daniel was also in charge of all vendor income for Target where he raised over \$500 million per year across 200 CPG companies.



MIKE  
**DOWN-  
ING**

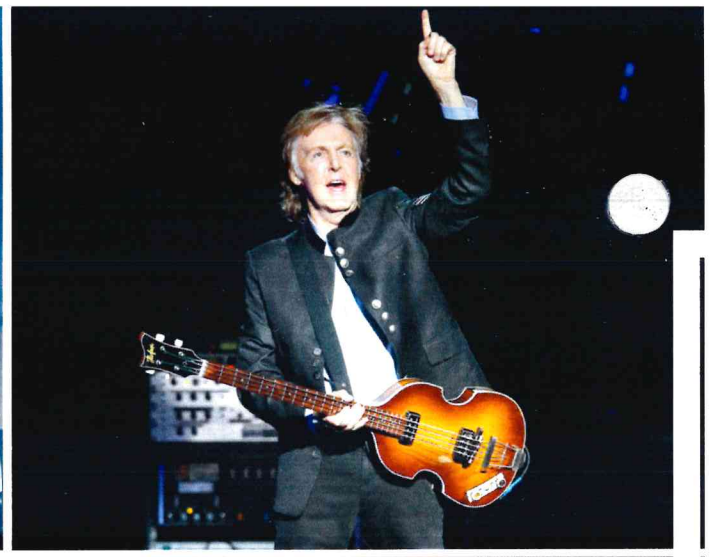
Chief Security Office,  
Prevent Advisors

As Chief Security Officer of OVG and President of Prevent Advisors, Mr. Downing brings 35 years of experience to Prevent Advisors. Most recently he served as the Deputy Chief, Los Angeles Police Department and Commanding Officer, Counter-Terrorism and Special Operations Bureau where he led five operational divisions: Major Crimes, Emergency Services Divisions, Metropolitan Division, Air Support Division, and Emergency Operations Division. These divisions include the Anti-Terrorism Intelligence Section, Criminal Investigative Section, Organized Crime, Surveillance Section, Hazardous Devices Section, LAX Bomb K-9 Section, Special Weapons and Tactics (SWAT), Mounted Unit, Dive Teams, Emergency Preparedness and Response.

Mr. Downing has worked with the New Scotland Yard's Metropolitan Police Counter-Terrorism Command SO 15. Mr. Downing has testified before Congressional sub-committee's relative to intelligence, homeland security, information sharing, and prison radicalization. In April 2010, Mr. Downing served as a member of the Department of Homeland Security Advisory Council working group on developing a national strategy for countering violent extremism. In October 2009, Mr. Downing was appointed as the Interim Police Chief for the Los Angeles Police Department.

Mr. Downing is an active member of the Leadership in Counter-Terrorism (LinCT) Alumni Association, working with alumni from the FBI's LinCT Program to develop a global enterprise of networked counter-terrorism practitioners from the United States, United Kingdom, Canada, Australia, and New Zealand. Deputy Chief Downing has also worked with the Department of Justice and State Department, traveling throughout South America, Africa, Turkey, Poland, India, and Kenya to transition large national police organizations into democratic civilian policing models and overlay counter-terrorism enterprises on top of cities. His work in counter-terrorism has taken him to Israel, Jordan, Saudi Arabia, Bahrain, United Kingdom, Australia, Canada, Germany, Kenya, India, France, Afghanistan, and Iraq; all to examine smart practices and build a network of practitioners.

Mr. Downing attended the University of Southern California where he received a Bachelor of Science Degree in Business Administration in 1982 and completed POST Command College in 1997, the FBI's Leadership in Counter-Terrorism (LinCT) in 2008, the Post Naval Graduate Executive Program in 2009, and the Senior Management Institute for Police at Boston (SMIP PERF) in 2012. Mr. Downing is currently a Board Member at the George Washington University Centre for Cyber and Homeland Security Institute.



APPENDIX B



**METRAPARK**

OV  
360

**MANAGEMENT AGREEMENT**

**between**

[\_\_\_\_\_]

**and**

**GLOBAL SPECTRUM, L.P.  
d/b/a OVG 360**

**Dated: [\_\_\_\_\_], 20[\_\_\_]**



## MANAGEMENT AGREEMENT

This Management Agreement is made as of the [\_\_\_\_\_] day of [\_\_\_\_\_] 20[\_\_\_\_] (“**Effective Date**”), by and between [\_\_\_\_\_] a [\_\_\_\_\_] (“**Owner**”), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG 360 (“**Manager**”). Owner and Manager are sometimes referred to herein as the “**Parties**”.

### RECITALS

WHEREAS, Owner owns a multi-purpose sports and entertainment arena, consisting of approximately [\_\_\_\_\_] seats, located in [\_\_\_\_\_] (the “**Facility**”); and

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

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

### ARTICLE 1 DEFINITIONS

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.

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

**Capital Expenditures:** All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of one (1) year.

**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.

**CPI:** “Consumer Price Index” for the local [\_\_\_\_\_] area, 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 the opening paragraph 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 Manager.

**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 arena complex, including but not limited to the (i) seating bowl, 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.

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

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

**Incentive Fee:** The contingent fee Owner shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

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

**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 Manager 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 Manager and Director of Food and Beverage).

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

**Marketing Plan:** A plan for the advertising and promotion of the Facility and Facility events.

**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 Manager 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) travel and entertainment expenses of Manager employees, (xiv) cost of employee uniforms and identification, (xv) exterminator, snow and trash removal costs (xvi) computer, software, hardware and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) office expenses, (xx) audit and accounting fees, (xxi) legal fees, (xxii) all bond and insurance costs (including but not limited to personal property, liability, and worker's compensation insurance, as well as the other insurance coverages required hereunder), including 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), (xxiv) cost of complying with any Laws, (xxv) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facility on behalf of Owner; (xxvi) costs incurred under Service Contracts and other agreements relating to Facility operations, (xxviii) Taxes, and (xxviii) the Fixed Management Fee.

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

**Operating Year:** Each twelve (12) month period during the Term, commencing on the Effective Date and continuing on the anniversary of such date. **[modify as necessary to sync up to Owner's fiscal year]**

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

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

**Revenue:** All revenues generated by Manager'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 Manager 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.

**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 Manager to be either necessary or useful in operating the Facility.

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

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

**“Transition Budget”** shall mean the budget reflecting anticipated Transition Costs attached hereto as Exhibit E.

**“Transition Costs”** shall mean the out-of-pocket costs incurred by Manager, both prior to and following the Effective Date, in connection with its activities related to the transition of management of the Facility to Manager, as set forth in the Transition Budget.

## ARTICLE 2 SCOPE OF SERVICES

### Section 2.1 Engagement.

(a) Owner hereby engages Manager 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 Exhibit A attached hereto.

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

Section 2.2 Limitations on Manager's Duties. Manager'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 Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to Owner or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by Owner to timely provide such funds.

### ARTICLE 3 COMPENSATION

Section 3.1 Fixed Management Fee. In consideration of Manager's performance of its services hereunder, Owner shall pay Manager a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1<sup>st</sup>) Operating Year, the Fixed Management Fee shall be [\_\_\_\_\_] Dollars [(\$\_\_\_\_\_)] per month. Beginning in the second (2<sup>nd</sup>) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply). The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1<sup>st</sup>) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account. **[modify as necessary for other comp structures, such as splits of NOI]**

Section 3.2 Incentive Fee. In addition to the Fixed Management Fee, Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term. The Incentive Fee shall be:

**[insert applicable terms]**

The Incentive Fee shall be paid to Manager no later than ninety (90) days following the end of each Operating Year.

Section 3.3 Commercial Rights Commission. **[insert applicable terms]**

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

Section 3.5 Late Payments. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of twelve percent (12%) per annum.

**ARTICLE 4**  
**TERM; TERMINATION**

Section 4.1 Term. The term of this Agreement (the “**Term**”) shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on the [\_\_\_\_\_ ( )] anniversary of the Effective Date.

Section 4.2 Termination. This Agreement may be terminated:

(a) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (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 one hundred twenty (120) days after such filing.

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

(a) Manager 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 Manager in performing its obligations hereunder, provided that (i) Manager shall own and may retain all employment files/records relating to employees of Manager during the Term, and (ii) Manager 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 Manager’s operation of the Facility, including contracts and event incident reports.

(b) Owner shall promptly pay Manager (i) all fees due Manager up to the date of termination or expiration, including 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 Manager through the end of the Term that have not previously been paid by Owner or reimbursed to Manager, including the cost of accrued but unused vacation time to the extent due under Manager’s policies to any employees whose employment is ceasing with Manager as a result of expiration or termination of this Agreement,

(c) Owner shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include costs associated with (i) to the extent any Management-Level Employee’s employment with Manager will cease as a result of the termination or expiration of this Agreement, Owner shall reimburse Manager for any severance paid to such employees, not to

exceed four (4) months per employee, and (ii) other reasonable costs actually incurred by Manager 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 Manager pursuant to this Agreement. Owner's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses.

(d) without any further action on part of Manager 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 Manager in furtherance of its duties hereunder.

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 Manager or acquired by Manager as an Operating Expense shall remain the property of Owner, and shall be returned to Owner when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, Owner recognizes that Manager intends to license certain third party software for use with respect to Manager'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 Manager. Furthermore, Owner recognizes that the Operations Manual to be developed and used by Manager hereunder is proprietary to, and shall be owned by, Manager, but Owner may retain a copy thereof for its own use following the end of the Term.

Section 5.2 Right of Use by Manager. Owner hereby gives Manager the right and license to use the Facility, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. Owner shall provide Manager, at no cost to Manager, a sufficient amount of suitable office space in the Facility and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, Owner shall make available to Manager, at no cost, parking spaces adjacent to the Facility for all of Manager'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 Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (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 Manager 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 Manager pursuant to the Facilities' approved booking policies and subject to availability. Upon request of Owner, Manager shall provide to Owner a list of available dates for Owner's use of the Facility. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by Owner, Manager may propose alternative dates for Owner's event, and Owner shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event.

## **ARTICLE 6 PERSONNEL**

Section 6.1 Generally. All Facility staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of Owner. Manager shall select, in its sole discretion but subject to the approved Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. Owner specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee policies, which may be modified by Manager from time to time in its sole discretion. A copy of Manager'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, Manager may temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining Owner's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

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



## **ARTICLE 7 OPERATING BUDGET**

Section 7.1 Establishment of Operating Budget. Attached hereto as Exhibit C is the Operating Budget for the first (1<sup>st</sup>) Operating Year, which Operating Budget is hereby approved by both Manager and Owner. Manager agrees that at least 60 days prior to the commencement of each subsequent Operating Year in respect of such year, it will prepare and submit to Owner its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager'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 Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

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

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facility in accordance with the Operating Budget. However, Owner acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to the Facility, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify Owner within 30 days of any material negative variance in the bottom-line net operating profit/loss figure in the Operating Budget, and any material increase in total Facility expenses from that provided for in the Operating Budget. For purposes of this Section 7.3, a material variance or increase shall mean a variance or increase of more than fifteen percent (15%). In either such case and if requested by Owner, Manager agrees to work with Owner to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

## **ARTICLE 8 PROCEDURE FOR HANDLING INCOME**

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales and advance deposits which Manager receives in contemplation of, or arising from, an event. Such monies will be held in escrow for the protection of

ticket purchasers, Owner and Manager, 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, Manager 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 Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager 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. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in the Operating Account, which Manager 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 1<sup>st</sup> 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 two (2) months. Manager shall have no liability to Owner or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, Owner shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at the rate of twelve percent (12%) or the highest rate permitted by law, whichever is less.

## **ARTICLE 10 FISCAL RESPONSIBILITY; REPORTING**

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. Owner or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to Owner, within thirty (30) days after the end of each month during the Term, financial reports for the Facility including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles, provided however the first financial statement Manager shall provide shall be within thirty (30) days following the second (2<sup>nd</sup>) month of the Term, and shall cover the first two (2) months of the Term. In addition, starting with the second (2<sup>nd</sup>) month of the Term, Manager agrees to provide to Owner a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facility during such month. Additionally, Manager shall submit to Owner, or shall cause the applicable public depository utilized by Manager 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. Manager agrees to arrange to provide to Owner, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facility. Such audit shall be performed by an external auditor approved by Owner, and shall be conducted in accordance with generally accepted auditing standards.

## **ARTICLE 11 CAPITAL IMPROVEMENTS; [MANAGER CONTRIBUTION]**

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

Section 11.2 Responsibility for Capital Expenditures. Owner shall be solely responsible for all Capital Expenditures at the Facility; provided, however, Owner shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by Owner to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to Owner, to make Capital Expenditures at the Facility for Emergency Repairs. In such event, Owner shall promptly reimburse Manager for the cost of such Capital Expenditure.

[Section 11.3 Manager Contribution. Manager shall make a capital contribution of [\_\_\_\_\_] Dollars [(\$\_\_\_\_\_)] (the "Investment") at the Facility for leasehold improvements and/or capital equipment dedicated to the Facility. Owner and Manager shall mutually agree upon the specific equipment and improvements to be purchased or made with the Investment, as well as the location for such improvements or installation of such equipment. The Investment shall be made no later than [\_\_\_\_\_], 20 [\_\_\_\_\_].

Once identified, the specific equipment and other related tangible personal property to be purchased with the Investment shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment, improvements and other items purchased with the Investment, including any replacements or substitutions thereof, shall be owned by Manager until payment of the Buyout Amount (as described below), and Owner agrees to execute such documents as Manager shall reasonably request evidencing

Manager'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 Manager to replace any equipment or other personal property at its own cost.

The Investment shall be amortized on a straight-line basis over a [\_\_\_\_\_] (\_\_\_\_\_) year period (at the rate of 1/[\_\_\_\_\_] per month), commencing on the Effective Date. Within five (5) 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 Manager), Owner shall immediately pay to Manager the unamortized amount of the Investment (the "Buyout Amount"). In the event that Owner fails to pay Manager the Buyout Amount when due, the Buyout Amount shall accrue interest at the rate of one and a half percent (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, Manager may reenter the Facilities, with or without process of law, and remove in a commercially reasonable manner the improvements or equipment purchased with the Investment and retain or dispose of such improvements or equipment as Manager sees fit. In such event, Manager shall retain its right to receive the Buyout Amount, but any proceeds from the sale of such improvements or equipment, less the cost to Manager of removing, storing and selling such improvements or equipment, shall reduce the Buyout Amount.

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

## **ARTICLE 12 FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES**

Section 12.1 Existing Contracts. Owner shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.

Section 12.2 Execution of Contracts. Manager 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 Manager, 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 Manager and Owner as indemnified parties and additional insureds, respectively. Manager shall obtain the prior approval of Owner (which approval shall not be unreasonably withheld or delayed) before entering into any such contract with a term that expires after the Term of this Agreement, unless such contract, by its express terms, can be terminated by Manager or Owner following expiration of the Term without any penalty.

Section 12.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager 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 GENERAL MANAGER**

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

### **ARTICLE 14 INDEMNIFICATION**

Section 14.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless Owner, its Affiliates, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "**Owner Indemnified Parties**") against any third party claims or causes of action, and all costs, expenses (including reasonable attorneys' fees) liabilities, or damages relating to such third party claims (collectively, "**Losses**") suffered by the Owner Indemnified Parties, to the extent caused by (a) negligent act or omission, or intentional misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein.

Section 14.2 Indemnification by Owner. Owner agrees to defend, indemnify and hold harmless Manager, its Affiliates, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "**Manager Indemnified Parties**"), against any third party claims or causes of action, and all Losses suffered by the Manager Indemnified Parties, arising out of or in connection with (a) any negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of Owner or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by Owner of any of its representations, covenants or agreements made herein, including without limitation Owner's obligation to fund budgeted or otherwise approved expenses in a timely manner, (c) any environmental condition at the Facility or on or under the premises on which the Facility is located not caused by Manager, its employees or agents, (d) any structural defect with respect to the Facility, (e) the fact that any time prior to, as of, or after the date hereof the Facility is not or has not been in compliance with all Laws, including, but not limited to, the Americans With Disabilities Act as it now exists and as it may be amended in the future by statute or judicial interpretation, (f) any act or omission carried out by Manager at or pursuant to the direction or instruction

of Owner, its agents or employees, (g) any claims relating to the Facility or its operations accruing or caused by occurrences prior to the Effective Date or following termination or expiration of this Agreement, and (h) any withdrawal liability for a share of unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended).

Section 14.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Article 14, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

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

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

## **ARTICLE 15 INSURANCE**

Section 15.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit D, attached hereto, and shall provide to Owner promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of Owner. Each insurance policy shall include a requirement that the insurer provide Manager and Owner at least thirty

(30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 15.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of [ \_\_\_\_\_ ] or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name Owner as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against Owner. Manager shall require that all third-party users of the Facility, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and Owner as additional insureds.

## **ARTICLE 16 REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 16.1 Manager Representations and Warranties. Manager 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 Manager 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 Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

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

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

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

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

**ARTICLE 17**  
**FEDERAL TAX REQUIREMENTS**

**[delete Article 17 if facility is not financed with tax-exempt instruments]**

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

(a) No third-party manager shall take a tax position with respect to the 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) and the general nature and type of use of the Facility by Manager.

(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.

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

If Owner reasonably determines that the terms of this Agreement violate the Private Use Requirements,



the parties shall proceed in accordance with Section 17.2 below as if Changes (as defined below) had occurred.

Section 17.2 Future Changes in Federal Tax Requirements. Manager 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 Bonds utilized to finance all or a portion of the Facility is maintained. The parties acknowledge and agree that the terms of an Amendment shall be limited to modifying this Agreement in order to (i) maintain the tax-exempt status of the Bonds notwithstanding such Changes, and (ii) ensuring that the financial arrangements under this Agreement are materially maintained. Notwithstanding anything herein to the contrary, if following a Negotiation Period this Agreement is unable to be amended to the satisfaction of Owner with respect to clause (i) above, or Manager with respect to clause (ii) above, then this Agreement may be terminated by the applicable dissatisfied party in its sole discretion and without penalty for a period of sixty (60) days following the end of the Negotiation Period. If neither party terminates this Agreement during such sixty (60) day period, such termination right shall expire.

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

## **ARTICLE 18 MISCELLANEOUS**

Section 18.1 PCI Compliance. Manager 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 Manager 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. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, 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. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facility, on Manager's stationary, in its advertising of the Facility, and whenever conducting business of the Facility; provided, that Manager 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 the Manager or Owner shall be and at all times remain the sole and exclusive property of Owner. Manager agrees to execute any documentation requested by Owner from time to time to establish, protect or convey any such intellectual property rights.

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

(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 use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenable for a period estimated by an architect selected by Owner at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) Owner shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above, and (ii) in the event the Facility once again becomes tenable at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facility under the terms hereof, except that the Term shall be extended for a period of time in which the Facility was closed.

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, and Manager may further assign this Agreement to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering

the method of delivery of services to Owner. 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Manager:

OVG 360  
150 Rouse Blvd.  
Philadelphia, PA 19112  
Attn: Chief Operating Officer

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

OVG 360  
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 [\_\_\_\_\_], without regard to its conflict of laws principles.

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. Manager 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 Manager. In operating the Facility, entering into contracts, accepting reservations for use of the Facility, and conducting financial transactions for the Facility, Manager acts on behalf of and as agent for Owner (but subject to the limitations on Manager'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, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

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 Manager for the management fees described herein upon a breach or default of this Agreement by Owner; the parties expressly agree that, upon a breach or default hereunder by Owner, any claim by Manager for the remaining management fees through the original expiration date of this Agreement shall be deemed to be 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.

[OWNER]

GLOBAL SPECTRUM, L.P.,  
d/b/a OVG 360

By: Global Spectrum, LLC, its general  
Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 1**  
**MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT**

## EXHIBIT A MANAGER DUTIES

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

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

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

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

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

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facility. Manager shall submit such form agreements to Owner for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager 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). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facility, 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 Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager 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 Manager 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 Manager's activities in connection with the Facility, as set forth in Section 10.2 of the Agreement.

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

(l) 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.

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

(n) 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.

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

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

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

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

(s) Manage and oversee the sale of Commercial Rights at or in connection with the Facility. **[address actually marketing and selling Commercial Rights, as applicable]**

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

(u) 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.

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



(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, 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.

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

**EXHIBIT B  
EXISTING CONTRACTS**

**[Owner to attach list]**

**EXHIBIT C**  
**OPERATING BUDGET (1<sup>ST</sup> OPERATING YEAR)**

**EXHIBIT D  
INSURANCE**

At all times during this Agreement, Manager shall maintain the following insurance coverage:

- (a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facility, or otherwise arising under this Agreement;
- (b) umbrella or excess liability insurance;
- (c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;
- (d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of [\_\_\_\_\_];
- (e) professional liability insurance and self-insured employment practices liability coverage;
- (f) employment practices liability insurance;
- (g) pollution liability; and
- (h) crime coverage.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence  
\$1,000,000 personal and advertising injury  
\$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)  
\$1,000,000 uninsured/underinsured motorist

Workers Compensation

Workers Compensation: Statutory  
Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease  
\$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis)  
\$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis)  
\$1,000,000

Pollution Liability (Claims Made basis)  
\$1,000,000

Crime Insurance  
Coverage on all on-site Manager employees. Limit: \$500,000.00

**EXHIBIT E**  
**TRANSITION COSTS**

