

Agenda

Board of Directors

Friday, September 4, 2015
Following CAA Finance Committee Meeting
Kent County Commission Chambers
300 Monroe Avenue, NW, Grand Rapids, MI

- | | | |
|-----|---|----------------|
| 1. | Call to Order | Steve Heacock |
| 2. | Broadway Grand Rapids - Phantom Update | Mike Lloyd |
| 3. | Minutes of June 5, 2015 | Action |
| 4. | Committee Reports | |
| | A. Operations Committee | |
| | i. Experience Grand Rapids Update | Tom Bennett |
| | B. Finance Committee | |
| | i. Acceptance of July 2015 Consolidated Financial Statements | Action |
| | ii. SMG – Van Andel Arena® and DeVos Place® July 2015 Financial Statements | Information |
| 5. | Application to Liquor Control Commission for Special License | Action |
| 6. | Directors and Officers Insurance Renewal | Action |
| 7. | Resolution Approving and Authorizing Execution of a Neutral Host Cellular DAS License Agreement with Concourse Communication Group, LLC | Action |
| 8. | SMG Report and Facilities Calendars | Rich MacKeigan |
| 9. | Public Comment | |
| 10. | Adjournment | |

Next Meeting Date: Friday, October 2, 2015
After CAA Operations Committee Meeting

**MINUTES OF THE GRAND RAPIDS-KENT COUNTY
CONVENTION/ARENA AUTHORITY
BOARD OF DIRECTORS MEETING
Friday, June 5, 2015**

1. Call to Order

Steve Heacock, Chairperson, called the meeting to order at 8:55 a.m. Secretary/Treasurer Richard Winn recorded the meeting minutes. Chairperson Heacock moved Public Comment to the top of the agenda.

Attendance

Members Present: Steve Heacock, Chairperson
Lew Chamberlin
George Heartwell
Birgit Klohs
Charlie Secchia
Floyd Wilson, Jr.
Richard Winn

Members Absent: None

Staff/Others:	Kathy Bart	
	Tom Bennett	Experience Grand Rapids
	Scott Gorsline	DP Fox
	Tim Gortsema	Grand Rapids Griffins
	Chris Machuta	SMG
	Rich MacKeigan	SMG
	Eddie Tadlock	SMG
	Susan Waddell	CAA
	Jana Wallace	City of Grand Rapids
	Richard Wendt	Dickinson Wright
	Robert White	CAA

2. Public Comment

Darius Quinn, chairperson of the CAA's Community Inclusion Group, extended his thanks to Rich MacKeigan and Chris Machuta for their hard work in booking the Kevin Hart show. The level of activity and programming demonstrates how far the diversity initiative has come.

3. Minutes of Prior Meetings

Motion by Mr. Winn, support by Mr. Chamberlin, to approve the May 1, 2015, Minutes. Motion carried.

4. Committee Reports

A. Operations Committee

Mr. Chamberlin stated that the Operations Committee unanimously recommended approval of the FY 2016 budgets, five-year rate sheets, and DeVos Place® permanent advertising.

B. Finance Committee

i. Acceptance of Consolidated April 2015 Financial Statements

Motion: Mr. Winn, supported by Mr. Heartwell, moved to accept the Consolidated April 2015 Financial Statements. Motion carried.

ii. SMG Van Andel Arena® and DeVos Place® April 2015 Financial Statements

The SMG financial statements were included in the agenda packet as information items.

5. FY 2016 Operating/Capital Budgets

A. Approval of FY 2016 Consolidated CAA Budgets

Motion by Mr. Winn, support by Ms. Klohs, to approve (1) the FY 2016 SMG operating budget; (2) the FY 2016 SMG capital budget; (3) the FY 2016 CAA administrative budget; and (4) the parking rates effective July 1, 2015. Motion carried.

6. Approval of FY 2016-FY 2020 DeVos Place® Rate Sheets

Motion by Mr. Winn, support by Ms. Klohs, to re-approve the FY 2016-FY2019 DeVos Place(4) rate sheets and approve the FY 2020 DeVos Place rate sheets. Motion Carried.

7. DeVos Place® Permanent Advertising

Motion by Mr. Heartwell, support by Mr. Winn, to authorize SMG to negotiate an agreement with DP Fox to sell permanent advertising at DeVos Place® convention center, with an initial expenditure not to exceed \$325,000. Motion carried.

8. Adjournment

The meeting adjourned at 9:24 a.m.

**The July and August CAA Meetings Are Cancelled.
Next Meeting Date: Friday, September 4, 2015.**

Richard A. Winn, Recording Secretary

**Grand Rapids-Kent County
Convention/Arena Authority
Consolidated Financial Report
July 31, 2015**

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Financial Dashboard
Year-To-Date (1 Month)
FY2016
July 31, 2015

Van Andel Arena®						
	All Events			Concert		
	Prior Year	Budget	Actual	Prior Year	Budget	Actual
Events	2	4	4	2	4	4
Attendance	19,346	34,000	27,422	19,346	34,000	27,422
Event Income	\$ 262,458	\$ 329,576	\$ 345,836	\$ 262,458	\$ 329,576	\$ 345,836
	All Events			Convention/Trade		
	Prior Year	Budget	Actual	Prior Year	Budget	Actual
Events	31	23	26	23	15	16
Attendance	16,842	19,425	19,870	13,550	15,000	18,400
Event Income	\$ 270,484	\$ 369,753	\$ 332,538	\$ 238,532	\$ 311,910	\$ 304,771
	Prior Year	Budget	Actual	Prior Year	Budget	Actual
Operating Income (Loss)	\$ 15,922	\$ 35,205	\$ 127,417			
Capital/Repair/Replacement	(39,182)	(24,622)	(24,622)			
Net - To/(Drawn) on Fund Balance	\$ (23,260)	\$ 10,583	\$ 102,795			
Unrestricted Fund Balance @ June 30, 2015	\$ -	-	21,433,667			

Grand Rapids-Kent County Convention/Arena Authority
Summary by Facility/Other
Fiscal Year Ending June 30, 2016

	FY 2016			FY 2015
	7/1 - 7/31	Full-Year		
	Year-to-Date	Roll	Estimate	Budget
				Prior Year
Van Andel Arena				
Operating - Revenues	\$ 580,688	\$ 4,492,760	\$ 5,073,448	\$ 5,073,448
- Expenses - Facilities	(326,550)	(3,795,802)	(4,122,352)	(4,073,499)
- Base Management Fees	(14,314)	(161,751)	(176,065)	(171,770)
- Incentive Fee	-	(5,422)	(5,422)	(98,628)
Net Operating Income (Loss)	239,824	529,785	769,609	1,341,532
Parking	-	160,084	160,084	164,661
Pedestrian Safety	-	(108,000)	(108,000)	(92,151)
Net Proceeds (Cost) of VAA	239,824	581,869	821,693	1,414,042
DeVos Place Convention Center				
Operating - Revenues	335,457	5,578,253	5,913,710	6,102,055
- Expenses - Facilities	(423,184)	(5,319,222)	(5,742,406)	(5,914,050)
- Base Management Fees	(14,314)	(161,751)	(176,065)	(171,770)
- Incentive Fee	-	(338,462)	(338,462)	(244,912)
Net Operating Income (Loss)	(102,041)	(241,182)	(343,223)	(228,677)
Parking	9,650	905,589	915,239	920,421
Pedestrian Safety	-	(66,000)	(66,000)	(51,417)
Net Proceeds (Cost) of DVP	(92,391)	598,407	506,016	640,327
Other				
Revenues	-	185,000	185,000	263,935
Expenses	(20,016)	(817,434)	(837,450)	(764,680)
Net Other	(20,016)	(632,434)	(652,450)	(500,745)
Total Net Proceeds/Operating	127,417	547,842	675,259	1,553,624
Capital Expenditures	(24,622)	(2,772,420)	(2,797,042)	(1,280,045)
Results Net of Capital Expenditures	\$ 102,795	\$ (2,224,578)	\$ (2,121,783)	\$ 273,579

Grand Rapids-Kent County Convention/Arena Authority
Budget Summary by Facility/Other
Financial Trends for Year Ending June 30, 2016

	Annual			Year-To-Date		
	FY 2015 Final	FY 2016 Budget	Percentage Change	FY 2015 7/1 - 7/31	FY 2016 7/1 - 7/31	Percentage Change
Van Andel Arena						
Operating - Revenues	\$ 5,685,429	\$ 5,073,448	(10.8)	\$ 473,614	\$ 580,688	22.6
- Expenses - Facilities	(4,073,499)	(4,122,352)	(1.2)	(302,588)	(326,550)	(7.9)
- Base Management Fees	(171,770)	(176,065)	(2.5)	(14,020)	(14,314)	(2.1)
- Incentive Fee	(98,628)	(5,552)	94.4	-	-	-
Net Operating Income (Loss)	1,341,532	769,479	(42.6)	157,006	239,824	52.7
Parking	164,661	160,084	(2.8)	13,262	-	(100.0)
Pedestrian Safety	(92,151)	(108,000)	(17.2)	-	-	-
Net Proceeds (Cost) of VAA	1,414,042	821,563	(41.9)	170,268	239,824	40.9
DeVos Place Convention Center						
Operating - Revenues	6,102,055	5,913,710	(3.1)	273,710	335,457	22.6
- Expenses - Facilities	(5,914,050)	(5,742,406)	2.9	(412,693)	(423,184)	(2.5)
- Base Management Fees	(171,770)	(176,065)	(2.5)	(14,020)	(14,314)	(2.1)
- Incentive Fee	(244,912)	(346,578)	(41.5)	-	-	-
Net Operating Loss	(228,677)	(351,339)	(53.6)	(153,003)	(102,041)	33.3
Parking	920,421	915,239	(0.6)	2,428	9,650	297.4
Pedestrian Safety	(51,417)	(66,000)	(28.4)	-	-	-
Net Proceeds (Cost) of DVP	640,327	497,900	(22.2)	(150,575)	(92,391)	38.6
Other						
Revenues	263,935	185,000	(29.9)	-	-	-
Expenses	(764,680)	(837,450)	(9.5)	(3,771)	(20,016)	(430.8)
Net Other	(500,745)	(652,450)	(30.3)	(3,771)	(20,016)	(430.8)
Total Net Proceeds/Operating	1,553,624	667,013		15,922	127,417	
Capital/Repair Expenditures	(1,280,045)	(2,714,000)		(39,182)	(24,622)	
Results Net of Capital Expenditures	\$ 273,579	\$ (2,046,987)		\$ (23,260)	\$ 102,795	

Significant Notes

Van Andel Arena®

- Page 1 - Four concerts generated \$345,836 in event revenue, an increase of 31.8% over prior year (2 concerts).
- Page 3 - Net proceeds, of \$239,824, increased by 40.9% over prior year.

DeVos Place®

- Page 1 - Convention/trade show business generated \$304,771 in event revenue, an increase of 27.8% over prior year (attendance up from 13,550 to 18,400).
- Page 3 - Net "cost," of (\$92,391), improved by 38.6% over prior year.

VAN ANDEL ARENA
ROLLING FORECAST
FISCAL YEAR ENDING JUNE 30, 2016

	YTD	ROLL	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	4	94	98	98	-
ATTENDANCE	27,422	535,578	563,000	563,000	-
DIRECT EVENT INCOME	173,596	996,229	1,169,825	1,169,825	-
ANCILLARY INCOME	108,948	1,229,295	1,338,243	1,338,243	-
TOTAL EVENT INCOME	282,544	2,225,524	2,508,068	2,508,068	-
TOTAL OTHER INCOME	308,760	2,256,620	2,565,380	2,565,380	-
TOTAL INCOME	591,304	4,482,144	5,073,448	5,073,448	-
INDIRECT EXPENSES					
EXECUTIVE	14,162	193,599	207,761	207,761	-
FINANCE	16,240	221,538	237,778	237,778	-
MARKETING	21,374	310,615	331,989	331,989	-
OPERATIONS	159,097	1,611,259	1,770,356	1,770,356	-
BOX OFFICE	6,444	144,799	151,243	151,243	-
LUXURY SEATING	4,700	94,099	98,799	98,799	-
SKYWALK ADMIN	3,397	48,263	51,660	51,660	-
OVERHEAD	115,451	1,333,380	1,448,831	1,448,831	-
TOTAL INDIRECT EXP.	340,864	3,957,552	4,298,417	4,298,417	-
NET REVENUE ABOVE EXPENSES	250,440	524,592	775,031	775,031	-
LESS INCENTIVE FEE		5,422	5,422	5,552	130
NET REVENUE ABOVE EXPENSES AFTER INCENTIVE	250,440	519,170	769,609	769,479	130

Comments:

The Van Andel Arena kicks off its 20th fiscal year in good fashion with four concerts hosted during the month to give a good start to the fiscal year.

General Manager

Director of Finance

**VAN ANDEL ARENA
FINANCIAL STATEMENT HIGHLIGHTS
FOR FISCAL YEAR ENDING JUNE 30, 2016**

The following schedule summarizes operating results for both the current month and Year to Date as compared to budget and prior year:

MONTH	July Actual	July Budget	July FY 2015
	4	4	2
Number of Events			
Attendance	27,422	34,000	19,346
Direct Event Income	\$173,596	\$135,200	\$112,309
Ancillary Income	108,948	105,936	84,312
Other Event Income	63,294	88,440	50,298
Other Operating Income	234,849	194,616	211,155
Indirect Expenses	(340,864)	(358,200)	(316,610)
Net Income	<u>\$239,824</u>	<u>\$165,992</u>	<u>\$141,464</u>

YTD	YTD 2016 Actual	YTD 2016 Budget	YTD 2015 Prior Year
	4	4	2
Number of Events			
Attendance	27,422	34,000	19,346
Direct Event Income	\$173,596	\$135,200	\$112,309
Ancillary Income	108,948	105,936	84,312
Other Event Income	63,294	88,440	50,298
Other Operating Income	234,849	194,616	211,155
Indirect Expenses	(340,864)	(358,200)	(316,610)
Net Income	<u>\$239,824</u>	<u>\$165,992</u>	<u>\$141,464</u>

EVENT INCOME

Direct event income came in a little ahead of budget overall on the strength of the Shania Twain and James Taylor concerts hosted during the month.

ANCILLARY INCOME

Ancillary income came in at expected levels for the month. While per caps were solid for each of the events hosted, overall they fell at levels that we would expect overall for the year.

INDIRECT EXPENSES

Indirect expenses came in at expected levels for the month.

DE VOS PLACE
ROLLING FORECAST
FISCAL YEAR ENDING JUNE 30, 2016

	YTD Actual	Roll	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	26	441	467	467	-
ATTENDANCE	19,870	462,730	482,600	482,600	-
DIRECT EVENT REVENUE	177,674	2,761,726	2,939,400	2,939,400	-
ANCILLARY REVENUE	154,161	2,485,699	2,639,860	2,639,860	-
TOTAL EVENT REVENUE	331,835	5,247,425	5,579,260	5,579,260	-
TOTAL OTHER REVENUE	3,622	330,828	334,450	334,450	-
TOTAL OPERATING REVENUE	335,457	5,578,253	5,913,710	5,913,710	-
INDIRECT EXPENSES					
EXECUTIVE	12,902	190,559	203,461	203,461	-
FINANCE	18,032	241,622	259,654	259,654	-
MARKETING	9,953	116,643	126,596	126,596	-
OPERATIONS	102,660	1,438,369	1,541,029	1,541,029	-
EVENT SERVICES	73,595	1,023,072	1,096,667	1,096,667	-
BOX OFFICE	9,076	82,856	91,932	91,932	-
SALES	24,319	377,729	402,048	402,048	-
OVERHEAD	186,962	2,010,122	2,197,084	2,197,084	-
TOTAL OPERATING EXP.	437,498	5,480,972	5,918,471	5,918,471	-
NET REVENUE ABOVE EXPENSES	(102,041)	97,281	(4,761)	(4,761)	-
INCENTIVE FEE		338,462	338,462	346,578	8,116
NET OPERATING REVENUE OVER OPERATING EXPENSES	(102,041)	(241,181)	(343,223)	(351,339)	8,116

Comments:

DeVos Place starts a new fiscal year consistent with budget overall and ahead of prior year. The rolling forecast for the first quarter of the fiscal year will match the budget as we have done in past years.

General Manager

Finance Director

**DE VOS PLACE
FINANCIAL STATEMENT HIGHLIGHTS
FISCAL YEAR ENDING JUNE 30, 2016**

The following schedule summarizes operating results for both the current month and Year to Date as compared to budget and prior year:

MONTH	July Actual	July Budget	July FY 2015
Number of Events	26	23	31
Attendance	19,870	19,425	16,842
Direct Event Income	\$177,674	\$163,797	\$148,174
Ancillary Income	154,161	205,956	115,073
Other Event Income	703	0	7,237
Other Operating Income	2,919	2,666	3,226
Indirect Expenses	(437,498)	(493,206)	(426,713)
Net Income	(\$102,041)	(\$120,787)	(\$153,003)

YTD	YTD 2016 Actual	YTD 2016 Budget	YTD 2015 Prior Year
Number of Events	26	23	31
Attendance	19,870	19,425	16,842
Direct Event Income	\$177,674	\$163,797	\$148,174
Ancillary Income	154,161	205,956	115,073
Other Event Income	703	0	7,237
Other Operating Income	2,919	2,666	3,226
Indirect Expenses	(437,498)	(493,206)	(426,713)
Net Income	(\$102,041)	(\$120,787)	(\$153,003)

EVENT INCOME

Event income was consistent with budget overall.

ANCILLARY INCOME

Ancillary income fell short of budget overall, however, it was due to the type of events hosted rather than any concern for the fiscal year as a whole. This is second consecutive summer that ancillary income is down and will revise expectations for FY 2017 and beyond.

INDIRECT EXPENSES

Indirect expenses came in lower than budgeted for the month. Most of the savings was in payroll and related as many vacations were taken during the slower calendar.

Grand Rapids-Kent County Convention/Arena Authority
Administrative Accounts
Net Proceeds Detail
July 31, 2015

	Annual			Year-to-Date		
	FY 2015 Final	FY 2016 Budget	Percentage Change	FY 2015 7/1-7/31	FY 2016 7/1-7/31	Percentage Change
Other						
Revenues						
Interest/Capital Contr.	\$ 142,510	\$ 150,000	5.3			
Miscellaneous	121,425	35,000	(71.2)			
Rolling Forecast (YTD Actual)	263,935	185,000	(29.9)	-	-	
Expenses						
Marketing (CVB/Sports)	125,000	125,000	-			-
Diversity Initiative	123,689	125,000	1.1	3,587	9,481	164.3
Wages/Benefits	107,073	122,605	14.5	(627)	6,204	989.5
Marketing Campaign	62,711	100,000	59.5	-		100.0+
Professional Services	66,889	68,000	1.7	65	803	1,135.3
DID Assessment	39,720	40,500	2.0			-
Food & Beverage Repairs	-	40,000	100.0+			-
Consulting Services	138,973	72,345	(47.9)			-
Landscaping	38,920	30,000	(22.9)			-
Procurement of Art	23,012	30,000	30.4		2,150	100.0+
Insurance	22,879	24,000	4.9			-
Supplies/Other	15,814	60,000	279.4	746	1,378	84.7
	764,680	837,450	9.5	3,771	20,016	430.8
Net Proceeds - Operating	\$ (500,745)	\$ (652,450)	(30.2)	\$ (3,771)	\$ (20,016)	(430.8)

Notes:

DEVOS PLACE

DE VOS PLACE

**FINANCIAL STATEMENT
FOR THE PERIOD ENDED MAY 31, 2015**

Distribution:

Grand Rapids – KentCounty Convention / Arena Authority

Robert White

Joe Romano

Gary McAneney

John Szudzik

Richard MacKeigan

Chris Machuta



An SMG Managed Facility

DE VOS PLACE
ROLLING FORECAST
FISCAL YEAR ENDING JUNE 30, 2015

	YTD Actual	Roll	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	474	27	501	507	(6)
ATTENDANCE	573,713	38,500	612,213	498,100	114,113
DIRECT EVENT REVENUE	3,038,618	151,942	3,190,560	2,961,450	229,110
ANCILLARY REVENUE	2,252,424	280,434	2,532,858	2,424,042	108,816
TOTAL EVENT REVENUE	5,291,042	432,376	5,723,418	5,385,492	337,926
TOTAL OTHER REVENUE	428,816	18,500	447,316	320,450	126,866
TOTAL OPERATING REVENUE	5,719,858	450,876	6,170,734	5,705,942	464,792
INDIRECT EXPENSES					
EXECUTIVE	172,388	25,056	197,444	194,099	(3,345)
FINANCE	227,514	19,545	247,059	251,535	4,476
MARKETING	122,059	22,300	144,359	112,700	(31,659)
OPERATIONS	1,440,503	152,644	1,593,147	1,558,584	(34,563)
EVENT SERVICES	933,029	77,632	1,010,661	1,067,867	57,206
BOX OFFICE	130,239	11,342	141,581	90,712	(50,869)
SALES	365,856	37,648	403,504	400,369	(3,135)
OVERHEAD	2,220,152	139,694	2,359,846	2,329,945	(29,901)
TOTAL OPERATING EXP.	5,611,740	485,861	6,097,601	6,005,811	(91,790)
NET REVENUE ABOVE EXPENSES	108,118	(34,985)	73,133	(299,869)	373,002
INCENTIVE FEE		250,084	250,084		(250,084)
NET OPERATING REVENUE OVER OPERATING EXPENSES	108,118	(285,069)	(176,951)	(299,869)	122,918

Comments:

DeVos Place concludes May in a very strong position to finish the fiscal year well ahead of budget and prior year and it is anticipated that overall operational revenues will exceed expenses for the year as a whole.


General Manager


Finance Director

**DE VOS PLACE
FINANCIAL STATEMENT HIGHLIGHTS
FISCAL YEAR ENDING JUNE 30, 2015**

The following schedule summarizes operating results for both the current month and Year to Date as compared to budget and prior year:

MONTH	May Actual	May Budget	May FY 2014
Number of Events	46	60	45
Attendance	64,146	44,950	55,018
Direct Event Income	\$327,163	\$281,615	\$306,035
Ancillary Income	297,067	252,439	328,815
Other Event Income	32,130	24,507	3,394
Other Operating Income	2,531	2,666	2,311
Indirect Expenses	(611,592)	(500,484)	(535,158)
Net Income	\$47,299	\$60,743	\$105,397

YTD	YTD 2015 Actual	YTD 2015 Budget	YTD 2014 Prior Year
Number of Events	474	467	452
Attendance	573,713	469,119	534,383
Direct Event Income	\$3,038,618	\$2,736,759	\$2,872,043
Ancillary Income	2,252,424	2,172,820	2,304,653
Other Event Income	401,784	257,702	294,701
Other Operating Income	27,032	29,326	29,460
Indirect Expenses	(5,611,740)	(5,505,324)	(5,720,658)
Net Income	\$108,118	(\$308,717)	(\$219,801)

EVENT INCOME

Event income came in a little ahead of budget and consistent with the forecast for the month.

ANCILLARY INCOME

Ancillary income finished ahead of budget and a little ahead of forecast as catering revenues for the month were very strong

INDIRECT EXPENSES

Indirect expenses came in higher than budget and consistent with forecast as labor was higher due to some annual maintenance projects done during some down time (which is harder and harder to find these days).

DeVos Place
Income Statement
For the Eleven Months Ending May 31, 2015

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Event Income								
Direct Event Income								
Rental Income	\$341,651	\$293,680	\$47,971	\$327,617	\$3,331,024	\$2,815,800	\$515,224	\$2,943,734
Service Revenue	380,101	228,646	151,455	253,040	2,454,961	1,938,414	516,547	2,314,719
Service Expenses	(394,589)	(240,711)	(153,878)	(274,622)	(2,747,367)	(2,017,455)	(729,912)	(2,386,410)
Total Direct Event Income	327,163	281,615	45,548	306,035	3,038,618	2,736,769	301,859	2,872,043
Ancillary Income								
F&B Concession	16,772	13,033	3,739	9,849	194,689	170,201	24,488	183,946
F&B Catering	142,426	100,712	41,714	144,260	740,720	735,935	4,785	715,433
Novelty Sales	3,362	933	2,429	0	15,320	10,472	4,848	7,073
Booth Cleaning	27,411	18,784	8,627	54,049	306,914	246,489	60,425	303,739
Telephone/Long Distance	0	0	0	0	1,688	0	1,688	2,700
Electrical Services	26,547	43,692	(17,145)	40,898	393,203	445,380	(52,177)	415,082
Audio Visual	46,424	43,014	3,410	48,238	276,420	319,060	(42,640)	383,267
Internet Services	12,484	9,995	2,469	14,429	115,773	84,801	30,972	108,561
Equipment Rental	21,661	22,276	(615)	17,092	207,697	160,482	47,215	183,852
Total Ancillary Income	297,067	252,439	44,628	328,815	2,252,424	2,172,820	79,604	2,304,653
Other Event Income								
Ticket Rebates(Per Event)	32,130	24,507	7,623	3,394	401,784	257,702	144,082	294,701
Total Other Event Income	32,130	24,507	7,623	3,394	401,784	257,702	144,082	294,701
Total Event Income	666,360	558,561	97,799	638,244	5,692,826	5,167,281	525,545	5,471,397
Other Operating Income								
Luxury Box Agreements	1,199	1,333	(134)	1,341	13,908	14,663	(755)	15,379
Other Income	1,332	1,333	(1)	970	13,124	14,663	(1,539)	14,081
Total Other Operating Income	2,531	2,666	(136)	2,311	27,032	29,326	(2,294)	29,460
Adjusted Gross Income	668,891	561,227	97,664	640,555	5,719,858	5,196,607	523,251	5,600,857
Operating Expenses								
Salaries and Wages	428,370	269,202	159,168	371,323	3,006,952	2,981,222	45,730	2,900,360
Payroll Taxes and Benefits	125,875	78,248	47,627	78,182	957,824	860,728	97,096	908,480
Labor Allocations to Events	(287,298)	(148,656)	(138,642)	(218,410)	(1,749,117)	(1,635,216)	(113,901)	(1,678,771)
Net Salaries and Benefits	266,947	198,794	68,153	231,095	2,215,659	2,186,734	28,925	2,130,069
Contracted Services	29,937	20,718	9,219	31,437	296,250	227,898	68,352	339,622
General and Administrative	27,289	28,110	(821)	22,029	341,336	309,210	32,126	317,317
Operations	28,974	9,960	19,014	4,558	143,105	109,560	33,545	85,202
Repair and Maintenance	46,280	41,350	4,930	35,755	491,192	454,850	36,342	424,163
Operational Supplies	13,765	20,975	(7,210)	14,280	177,572	230,725	(53,153)	163,320
Insurance	23,966	16,322	7,644	20,027	231,989	179,542	52,447	211,742
Utilities	160,120	150,067	10,053	161,957	1,557,181	1,650,737	(93,556)	1,895,006
SMG Management Fees	14,314	14,188	126	14,020	157,456	156,068	1,388	154,217
Total Operating Expenses	611,592	500,484	111,108	535,158	5,611,740	5,605,324	106,416	5,720,658
Net Income(Loss) From Operations	47,299	60,743	(13,444)	105,397	108,118	(308,717)	416,835	(219,801)
Other Non-Operating Expenses								
Adjusted Net Income(Loss)	47,299	60,743	(13,444)	105,397	108,118	(308,717)	416,835	(219,801)

3

SMG DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Year to Date Event Summary Report
For the Eleven Months ended May 31, 2015

Event Type	Events/Days		Attendance		Total Event Income	
	Actual	Budget	Actual	Budget	Actual	Budget
Convention/Trade Shows	124	110	115,175	105,600	1,973,032	1,706,760
Consumer/Gated Shows	50	53	174,237	139,989	1,139,937	1,099,181
DeVos Performance Hall	138	126	175,765	148,800	1,391,371	1,066,590
Banquets	39	40	33,358	26,000	392,504	403,040
Meetings	86	95	24,850	33,250	487,183	602,965
Other	37	43	50,328	15,480	308,799	288,745
GRAND TOTALS	474	467	573,713	469,119	5,692,826	5,167,281

As Percentage of Overall

Convention/Trade Shows	26.16%	23.55%	20.08%	22.51%	34.66%	33.03%
Consumer/Gated Shows	10.55%	11.35%	30.37%	29.84%	20.02%	21.27%
Devos Performance Hall	29.11%	26.98%	30.64%	31.72%	24.44%	20.64%
Ballroom Exclusive	8.23%	8.57%	5.81%	5.54%	6.89%	7.80%
Meetings	18.14%	20.34%	4.33%	7.09%	8.56%	11.67%
Other	7.81%	9.21%	8.77%	3.30%	5.42%	5.59%

**DeVos Place
Balance Sheet
As of May 31, 2015**

ASSETS

Current Assets

Cash	2,097,207
Account Receivable	1,057,737
Prepaid Expenses	53,623

Total Current Assets	<hr/>	\$3,208,568
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Total Assets

<hr/>	\$3,208,568
<hr/>	

LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	214,419
Accrued Expenses	269,479
Deferred Income	72,611
Advanced Ticket Sales & Deposits	1,041,625

Total Current Liabilities	<hr/>	\$1,598,133
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Other Liabilities

Equity

Funds Remitted to CAA	(826,954)
Expenses Paid Direct by CAA	1,424,450
Beginning Balance Equity	904,820
Current Year Equity	108,116

Total Equity	<hr/>	\$1,610,432
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Total Liabilities and Equity	<hr/>	\$3,208,565
	<hr/>	

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**SMG - DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Summary of Accounts Receivable
As of May 31, 2015**

Current - Under 30 Days	
Food & Beverage	157,426
Ticketing	13,182
Merchandise	1,959
Decorating	27,410
Audio/Visual	46,563
Van Andel Arena	84,176
Operating	507,431
 Over 30 Days	 103,750
 Over 60 Days	 115,840
 Over 90 Days	
 Total Accounts Receivable	 1,057,737

**SMG - Van Andel Arena & DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Management Fee Summary
Fiscal Year Ending June 30, 2015**

MANAGEMENT FEE SUMMARY

	Arena Estimate	DeVos Place Estimate	Total Estimate	FY 2014 Actual
Net Revenue above Expenses	1,458,412	73,133	1,531,545	107,686
Benchmark ++			750,000	750,000
Excess	1,458,412	73,133	781,545	(642,314)

Incentive Fee Calculation (Only if above greater than zero)

	Arena Estimate	DeVos Place Estimate	Total Estimate	Total Estimate
Base Fee	171,770	171,770	343,540	336,474
Incentive Fee				
Revenue	5,661,721	6,170,734	11,832,455	10,683,672
Benchmark Revenue	5,000,000	4,400,000	9,400,000	9,300,000
Revenue Excess	661,721	1,770,734	2,432,455	1,383,672
Incentive Fee **	93,456	250,084	343,540	-
Total SMG Management Fee	265,226	421,854	687,080	336,474

** Incentive fee is 25% of the first \$500,000 in excess, 30% of remaining capped at base fee amount.

++ If net revenues above expenses exceeds \$700,000, SMG is eligible for 75% of the incentive fee.



VAN ANDEL ARENA

FINANCIAL STATEMENT FOR THE PERIOD ENDED MAY 31, 2015

PROUD HOME OF THE GRAND RAPIDS GRIFFINS – 2013 CALDER CUP CHAMPIONS



Distribution:

Grand Rapids – KentCounty Convention / Arena Authority

Robert White

Joe Romano

Gary McAneney

John Szudzik

Richard MacKeigan

Chris Machuta



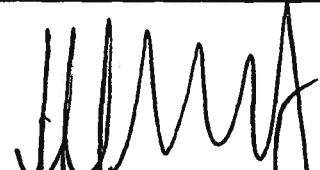
An SMG Managed Facility

VAN ANDEL ARENA
ROLLING FORECAST
FISCAL YEAR ENDING JUNE 30, 2015

	YTD	ROLL	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	105	2	107	100	7
ATTENDANCE	638,513	6,000	644,513	576,000	68,513
DIRECT EVENT INCOME	1,186,726	25,000	1,211,726	1,126,581	85,145
ANCILLARY INCOME	1,580,739	8,750	1,589,489	1,234,509	354,980
TOTAL EVENT INCOME	2,767,465	33,750	2,801,215	2,361,090	440,125
TOTAL OTHER INCOME	2,707,506	153,000	2,860,506	2,513,125	347,381
TOTAL INCOME	5,474,971	186,750	5,661,721	4,874,215	787,506
INDIRECT EXPENSES					
EXECUTIVE	186,010	22,686	208,696	179,481	(29,215)
FINANCE	193,253	25,970	219,223	239,406	20,183
MARKETING	235,442	28,667	264,109	281,845	17,736
OPERATIONS	1,603,741	147,855	1,751,596	1,686,446	(65,150)
BOX OFFICE	111,319	6,567	117,886	127,293	9,407
LUXURY SEATING	56,330	26,301	82,631	96,234	13,603
SKYWALK ADMIN	46,098	3,868	49,966	40,960	(9,006)
OVERHEAD	1,405,478	103,724	1,509,202	1,471,385	(37,817)
TOTAL INDIRECT EXP.	3,837,672	365,638	4,203,309	4,123,050	(80,259)
NET REVENUE ABOVE EXPENSES	1,637,299	(178,888)	1,458,412	751,165	707,247
LESS INCENTIVE FEE		93,456	93,456	-	(93,456)
NET REVENUE ABOVE EXPENSES AFTER INCENTIVE	1,637,299	(272,344)	1,364,956	751,165	613,791

Comments:

Van Andel Arena concludes a very successful May with strong selling concerts by Jason Aldean, Kevin Hart, New Kids on the Block, and Hall & Oates in addition to 7 home playoff games.


General Manager


Director of Finance

**VAN ANDEL ARENA
FINANCIAL STATEMENT HIGHLIGHTS
FOR MONTH ENDED MAY 31, 2015**

The following schedule summarizes operating results for both the current month and Year to Date as compared to budget and prior year:

MONTH	May Actual	May Budget	May FY 2014
Number of Events	14	4	7
Attendance	86,659	31,000	35,600
Direct Event Income	\$240,783	\$93,406	\$51,026
Ancillary Income	242,477	65,330	102,044
Other Event Income	114,875	45,200	41,173
Other Operating Income	203,748	175,485	118,965
Indirect Expenses	(371,072)	(345,065)	(370,292)
Net Income	\$430,811	\$34,356	(\$57,084)

YTD	YTD 2015 Actual	YTD 2015 Budget	YTD 2014 Prior Year
Number of Events	105	99	92
Attendance	638,513	568,500	495,519
Direct Event Income	\$1,186,726	\$1,093,908	\$980,140
Ancillary Income	1,580,739	1,195,704	1,148,407
Other Event Income	647,467	445,400	338,617
Other Operating Income	2,060,039	1,883,199	1,906,050
Indirect Expenses	(3,837,672)	(3,795,715)	(3,656,288)
Net Income	\$1,637,299	\$822,496	\$716,926

EVENT INCOME

Event income came in well ahead of budget on stronger than anticipated sales for New Kids, Hall & Oates, and the 7 unbudgeted Griffins playoff games hosted during the month.

ANCILLARY INCOME

Ancillary income came in ahead of both budget and forecast as per caps on food & beverage, especially New Kids and Hall & Oates concerts, were significantly higher than expected.

INDIRECT EXPENSES

Indirect expenses came in at expected levels for the month.

Van Andel Arena
Income Statement
For the Eleven Months Ending May 31, 2015

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Event Income								
Direct Event Income								
Rental Income	\$264,748	\$87,474	177,274	\$77,048	\$1,747,434	\$1,547,966	199,468	\$1,570,789
Service Revenue	379,439	113,552	265,887	74,314	2,102,053	1,174,289	927,764	980,034
Service Expenses	(403,404)	(107,620)	(295,784)	(100,336)	(2,662,761)	(1,628,347)	(1,034,414)	(1,570,683)
Total Direct Event Income	240,783	93,406	147,377	51,026	1,186,726	1,093,908	92,818	980,140
Ancillary Income								
F&B Concession	213,003	45,420	167,583	87,217	1,352,428	1,036,841	315,587	998,985
F&B Catering	17,156	12,674	4,482	4,806	129,685	71,019	58,666	91,788
Novelty Sales	12,109	7,236	4,873	10,021	95,399	87,344	8,055	56,832
Booth Cleaning	209	0	209	0	2,545	0	2,545	766
Audio Visual	0	0	0	0	182	500	(318)	36
Other Ancillary	0	0	0	0	500	0	500	0
Total Ancillary Income	242,477	65,330	177,147	102,044	1,580,739	1,195,704	385,035	1,148,407
Other Event Income								
Ticket Rebates(Per Event)	114,875	45,200	69,675	41,173	647,467	445,400	202,067	338,617
Total Other Event Income	114,875	45,200	69,675	41,173	647,467	445,400	202,067	338,617
Total Event Income	598,135	203,936	394,199	194,243	3,414,932	2,735,012	679,920	2,467,164
Other Operating Income								
Luxury Box Agreements	152,524	119,402	33,122	62,986	1,506,407	1,266,282	240,125	1,286,115
Advertising	42,734	52,083	(9,349)	52,136	488,883	572,917	(84,034)	575,365
Other Income	8,490	4,000	4,490	3,843	64,749	44,000	20,749	44,570
Total Other Operating Income	203,748	175,485	28,263	118,965	2,060,039	1,883,199	176,840	1,906,050
Adjusted Gross Income	801,883	379,421	422,462	313,208	5,474,971	4,618,211	856,760	4,373,214
Operating Expenses								
Salaries and Wages	285,921	168,573	117,348	191,543	2,197,663	1,854,303	343,360	1,775,690
Payroll Taxes and Benefits	66,152	49,120	17,032	44,424	637,004	540,320	96,684	491,642
Labor Allocations to Events	(172,508)	(69,893)	(102,615)	(59,652)	(1,249,118)	(768,823)	(480,295)	(762,056)
Net Salaries and Benefits	179,565	147,800	31,765	176,315	1,585,549	1,625,800	(40,251)	1,505,276
Contracted Services	18,368	20,928	(2,560)	16,735	215,451	230,208	(14,757)	198,817
General and Administrative	32,694	25,218	7,476	19,827	340,410	277,398	63,012	329,554
Operations	3,144	4,118	(974)	5,777	44,879	45,298	(419)	37,148
Repair and Maintenance	14,732	20,675	(5,943)	15,076	257,709	227,425	30,284	189,776
Operational Supplies	10,243	15,415	(5,172)	13,613	173,009	169,565	3,444	170,754
Insurance	22,587	10,727	11,860	25,100	175,294	117,997	57,297	131,024
Utilities	75,425	85,996	(10,571)	83,829	887,915	945,956	(58,041)	939,131
SMG Management Fees	14,314	14,188	126	14,020	157,456	156,068	1,388	154,808
Total Operating Expenses	371,072	345,065	26,007	370,292	3,837,672	3,795,715	41,957	3,656,288
Net Income(Loss) From Operations	430,811	34,356	396,455	(57,084)	1,637,299	822,496	814,803	716,926
Other Non-Operating Expenses								
Adjusted Net Income(Loss)	430,811	34,356	396,455	(57,084)	1,637,299	822,496	814,803	716,926

3

SMG - Van Andel Arena
Grand Rapids - Kent County Convention/Arena Authority
Event Summary
For the Eleven Months Ended May 31, 2015

Event Type	Events/Days		Attendance		Total Event Income	
	Actual	Budget	Actual	Budget	Actual	Budget
Family Show	19	20	57,254	57,500	183,326	179,275
Sporting Event	8	10	36,629	45,000	294,991	284,455
Concert	22	21	191,376	181,000	2,015,933	1,544,382
Team Home Games	46	38	296,235	228,000	678,783	566,998
Other	10	10	57,019	57,000	241,898	159,902
GRAND TOTALS	105	99	638,513	568,500	3,414,932	2,735,012

As Percentage of Overall

Family Show	18.10%	20.20%	8.97%	10.11%	5.37%	6.55%
Sporting Event	7.62%	10.10%	5.74%	7.92%	8.64%	10.40%
Concert	20.95%	21.21%	29.97%	31.84%	59.03%	56.47%
Team Home Games	43.81%	38.38%	46.39%	40.11%	19.88%	20.73%
Other	9.52%	10.10%	8.93%	10.03%	7.08%	5.85%

**Van Andel Arena
Balance Sheet
As of May 31, 2015**

ASSETS

Current Assets

Cash	4,099,144
Account Receivable	614,201
Prepaid Expenses	20,308

Total Current Assets		\$4,733,652
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Total Assets

		\$4,733,652
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LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	1,104,489
Accrued Expenses	627,999
Deferred Income	1,087,022
Advanced Ticket Sales & Deposits	3,524,230

Total Current Liabilities		\$6,343,740
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Other Liabilities

Equity

Funds Remitted to CAA	(3,225,882)
Expenses Paid Direct by CAA	827,075
Beginning Balance Equity	(848,577)
Current Year Equity	1,637,298

Total Equity		(\$1,610,087)
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Total Liabilities and Equity

		\$4,733,652
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5

SMG - Van Andel Arena
Grand Rapids - Kent County Convention/Arena Authority
Summary of Accounts Receivable
As of May 31, 2015

Current - Under 30 Days	
Food & Beverage	418,064
Ticketing	32,058
Merchandise	10,771
Permanent Advertising	-
DeVos Place	(84,176)
Operating	219,369
 Over 30 Days	 18,115
 Over 60 Days	 -
 Over 90 Days	
 Total Accounts Receivable	 614,201

**SMG - Van Andel Arena & DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Management Fee Summary
Fiscal Year Ending June 30, 2015**

MANAGEMENT FEE SUMMARY

	Arena Estimate	DeVos Place Estimate	Total Estimate	FY 2014 Actual
Net Revenue above Expenses	1,458,412	73,133	1,531,545	107,686
Benchmark ++			750,000	750,000
Excess	1,458,412	73,133	781,545	(642,314)

Incentive Fee Calculation (Only if above greater than zero)

	Arena Estimate	DeVos Place Estimate	Total Estimate	Total Estimate
Base Fee	171,770	171,770	343,540	336,474
Incentive Fee				
Revenue	5,661,721	6,170,734	11,832,455	10,683,672
Benchmark Revenue	5,000,000	4,400,000	9,400,000	9,300,000
Revenue Excess	661,721	1,770,734	2,432,455	1,383,672
Incentive Fee **	93,456	250,084	343,540	-
Total SMG Management Fee	265,226	421,854	687,080	336,474

** Incentive fee is 25% of the first \$500,000 in excess, 30% of remaining capped at base fee amount.

++ If net revenues above expenses exceeds \$700,000, SMG is eligible for 75% of the incentive fee.

DEVOS PLACE

DE VOS PLACE

**FINANCIAL STATEMENT
FOR THE PERIOD ENDED JUNE 30, 2015**

*****PRELIMINARY – UNAUDITED STATEMENTS*****

Distribution:

Grand Rapids – KentCounty Convention / Arena Authority
Robert White
Joe Romano
Gary McAneney
John Szudzik
Richard MacKeigan
Chris Machuta



An SMG Managed Facility

DE VOS PLACE
ROLLING FORECAST
FISCAL YEAR ENDING JUNE 30, 2015

	YTD Actual	Roll	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	505		505	514	(9)
ATTENDANCE	592,036		592,036	507,850	84,186
DIRECT EVENT REVENUE	3,164,007		3,164,007	2,961,450	202,557
ANCILLARY REVENUE	2,465,627		2,465,627	2,424,042	41,585
TOTAL EVENT REVENUE	5,629,634	-	5,629,634	5,385,492	244,142
TOTAL OTHER REVENUE	472,421		472,421	320,450	151,971
TOTAL OPERATING REVENUE	6,102,055	-	6,102,055	5,705,942	396,113
INDIRECT EXPENSES					
EXECUTIVE	181,423		181,423	194,099	12,676
FINANCE	245,367		245,367	251,535	6,168
MARKETING	135,685		135,685	112,700	(22,985)
OPERATIONS	1,564,631		1,564,631	1,558,584	(6,047)
EVENT SERVICES	1,024,165		1,024,165	1,067,867	43,702
BOX OFFICE	143,258		143,258	90,712	(52,546)
SALES	393,722		393,722	400,369	6,647
OVERHEAD	2,397,569		2,397,569	2,329,945	(67,624)
TOTAL OPERATING EXP.	6,085,821	-	6,085,820	6,005,811	(80,009)
NET REVENUE ABOVE EXPENSES	16,234	-	16,235	(299,869)	316,104
INCENTIVE FEE		244,912	244,912		(244,912)
NET OPERATING REVENUE OVER OPERATING EXPENSES	16,234	(244,912)	(228,677)	(299,869)	71,192

Comments:

DeVos Place concludes another successful fiscal year with record revenues helping the facility finish slightly ahead of breakeven operationally for the fiscal year as a whole.


General Manager


Finance Director

**DE VOS PLACE
FINANCIAL STATEMENT HIGHLIGHTS
FISCAL YEAR ENDING JUNE 30, 2015**

The following schedule summarizes operating results for both the current month and Year to Date as compared to budget and prior year:

MONTH	June Actual	June Budget	June FY 2014
Number of Events	31	47	37
Attendance	18,323	38,720	22,444
Direct Event Income	\$125,392	\$224,674	\$157,109
Ancillary Income	213,201	251,152	277,780
Other Event Income	41,782	30,760	23,222
Other Operating Income	1,824	2,666	1,489
Indirect Expenses	(474,079)	(500,484)	(579,043)
Net Income	(\$91,880)	\$8,768	(\$119,443)

YTD	YTD 2015 Actual	YTD 2015 Budget	YTD 2014 Prior Year
Number of Events	505	514	489
Attendance	592,036	507,850	556,827
Direct Event Income	\$3,164,007	\$2,961,450	\$3,029,152
Ancillary Income	2,465,627	2,424,042	2,582,434
Other Event Income	443,566	288,450	317,923
Other Operating Income	28,855	32,000	30,948
Indirect Expenses	(6,085,821)	(6,005,811)	(6,299,700)
Net Income	\$16,234	(\$299,869)	(\$339,243)

EVENT INCOME

Event income fell below budget and forecast, however, was enough to keep the facility operationally in the black for the fiscal year as a whole.

ANCILLARY INCOME

Ancillary Income came in at expected levels for the month.

INDIRECT EXPENSES

Indirect expenses came in at expected levels for the month and while exceeding budget overall for the year came in ahead of prior year.

DeVos Place
Income Statement
For the Twelve Months Ending June 30, 2015

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Event Income								
Direct Event Income								
Rental Income	\$138,085	\$256,900	(\$118,815)	\$185,173	\$3,469,108	\$3,072,700	\$396,408	\$3,128,907
Service Revenue	184,098	215,097	(30,999)	158,886	2,639,058	2,391,500	247,558	2,473,605
Service Expenses	(196,791)	(247,323)	50,532	(186,950)	(2,944,159)	(2,502,750)	(441,409)	(2,573,360)
Total Direct Event Income	125,392	224,674	(99,282)	157,109	3,164,007	2,961,450	202,557	3,029,152
Ancillary Income								
F&B Concession	11,772	10,840	932	18,395	206,462	181,100	25,362	202,342
F&B Catering	118,390	101,040	17,350	159,752	859,110	802,000	57,110	875,185
Novelty Sales	3,500	1,514	1,986	1,543	18,820	12,000	6,820	8,616
Booth Cleaning	2,193	19,620	(17,427)	11,362	309,107	266,092	43,015	315,102
Telephone/Long Distance	0	0	0	0	1,688	0	1,688	2,700
Electrical Services	15,416	45,260	(29,844)	25,668	408,620	490,600	(81,980)	440,750
Audio Visual	49,355	44,670	4,685	53,313	325,775	363,750	(37,975)	436,580
Internet Services	4,280	10,690	(6,410)	(6,043)	120,053	130,500	(10,447)	103,518
Equipment Rental	8,295	17,518	(9,223)	13,790	215,992	178,000	37,992	197,641
Total Ancillary Income	213,201	251,152	(37,951)	277,780	2,465,627	2,424,042	41,585	2,582,434
Other Event Income								
Ticket Rebates(Per Event)	41,782	30,760	11,022	23,222	443,566	288,450	155,116	317,923
Total Other Event Income	41,782	30,760	11,022	23,222	443,566	288,450	155,116	317,923
Total Event Income	380,375	506,586	(126,211)	458,111	6,073,200	5,673,942	399,258	5,929,509
Other Operating Income								
Luxury Box Agreements	1,199	1,333	(134)	1,341	15,106	16,000	(894)	16,720
Other Income	625	1,333	(708)	148	13,749	16,000	(2,251)	14,228
Total Other Operating Income	1,824	2,666	(842)	1,489	28,855	32,000	(3,145)	30,948
Adjusted Gross Income	382,199	509,252	(127,053)	459,600	6,102,055	5,705,942	396,113	5,960,457
Operating Expenses								
Salaries and Wages	242,737	269,202	(26,465)	237,788	3,249,690	3,230,423	19,267	3,138,148
Payroll Taxes and Benefits	78,346	78,248	98	99,940	1,036,171	938,980	97,191	1,008,420
Labor Allocations to Events	(153,120)	(148,656)	(4,464)	(112,836)	(1,902,237)	(1,783,874)	(118,363)	(1,791,608)
Net Salaries and Benefits	167,963	198,794	(30,831)	224,892	2,383,624	2,385,529	(1,905)	2,354,960
Contracted Services	24,977	20,718	4,259	26,235	321,227	248,621	72,606	365,857
General and Administrative	38,035	28,110	9,925	16,312	379,370	337,323	42,047	333,629
Operations	9,017	9,960	(943)	11,364	152,122	119,522	32,600	96,567
Repair and Maintenance	56,699	41,350	15,349	62,858	547,891	496,199	51,692	487,021
Operational Supplies	25,662	20,975	4,687	52,629	203,234	251,700	(48,466)	215,949
Insurance	13,423	16,322	(2,899)	15,434	245,413	195,860	49,553	227,175
Utilities	123,989	150,067	(26,078)	155,299	1,681,170	1,800,800	(119,630)	2,050,305
SMG Management Fees	14,314	14,188	126	14,020	171,770	170,257	1,513	168,237
Total Operating Expenses	474,079	500,484	(26,405)	579,043	6,085,821	6,005,811	80,010	6,299,700
Net Income(Loss) From Operations	(91,880)	8,768	(100,648)	(119,443)	16,234	(299,869)	316,103	(339,243)
Other Non-Operating Expenses								
Adjusted Net Income(Loss)	(91,880)	8,768	(100,648)	(119,443)	16,234	(299,869)	316,103	(339,243)

SMG DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Year to Date Event Summary Report
For the Twelve Months ended June 30, 2015

Event Type	Events/Days		Attendance		Total Event Income	
	Actual	Budget	Actual	Budget	Actual	Budget
Convention/Trade Shows	127	120	115,825	120,000	2,024,184	1,919,500
Consumer/Gated Shows	50	53	174,237	140,000	1,139,937	1,099,200
DeVos Performance Hall	148	136	188,638	162,100	1,511,806	1,167,800
Banquets	41	45	35,168	29,250	440,560	453,442
Meetings	99	110	27,705	38,500	647,173	698,250
Other	40	50	50,463	18,000	309,540	335,750
GRAND TOTALS	505	514	592,036	507,850	6,073,200	5,673,942

As Percentage of Overall

Convention/Trade Shows	25.15%	23.35%	19.56%	23.63%	33.33%	33.83%
Consumer/Gated Shows	9.90%	10.31%	29.43%	27.57%	18.77%	19.37%
Devos Performance Hall	29.31%	26.46%	31.86%	31.92%	24.89%	20.58%
Ballroom Exclusive	8.12%	8.75%	5.94%	5.76%	7.25%	7.99%
Meetings	19.60%	21.40%	4.68%	7.58%	10.66%	12.31%
Other	7.92%	9.73%	8.52%	3.54%	5.10%	5.92%

**DeVos Place
Balance Sheet
As of June 30, 2015**

ASSETS

Current Assets

Cash	1,160,938
Account Receivable	1,019,528
Prepaid Expenses	39,057

Total Current Assets	\$2,219,523	
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Total Assets

\$2,219,523

LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	60,550
Accrued Expenses	262,456
Deferred Income	59,872
Advanced Ticket Sales & Deposits	1,013,534

Total Current Liabilities	\$1,396,411	
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Other Liabilities

Equity

Funds Remitted to CAA	(1,636,536)
Expenses Paid Direct by CAA	1,538,593
Beginning Balance Equity	904,820
Current Year Equity	16,235

Total Equity	\$823,112	
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Total Liabilities and Equity	\$2,219,523	
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SMG - DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Summary of Accounts Receivable
As of June 30, 2015

Current - Under 30 Days	
Food & Beverage	287,958
Ticketing	20,095
Merchandise	-
Decorating	2,193
Audio/Visual	49,550
Van Andel Arena	74,681
Operating	240,468
 Over 30 Days	 245,816
 Over 60 Days	 98,767
 Over 90 Days	
 Total Accounts Receivable	 1,019,528

**SMG - Van Andel Arena & DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Management Fee Summary
Fiscal Year Ending June 30, 2015**

*****ACTUAL FY 2015 YEAR END NUMBERS SUBJECT TO AUDIT REVIEW*****

MANAGEMENT FEE SUMMARY

	Arena Actual	DeVos Place Actual	Total Actual	FY 2014 Actual
Net Revenue above Expenses	1,440,160	16,234	1,456,394	107,686
Benchmark ++			750,000	750,000
Excess	1,440,160	16,234	706,394	(642,314)

Incentive Fee Calculation (Only if above greater than zero)

	Arena Actual	DeVos Place Actual	Total Actual	Total Estimate
Base Fee	171,770	171,770	343,540	336,474
Incentive Fee				
Revenue	5,685,429	6,102,055	11,787,484	10,683,672
Benchmark Revenue	5,000,000	4,400,000	9,400,000	9,300,000
Revenue Excess	685,429	1,702,055	2,387,484	1,383,672
Incentive Fee **	98,628	244,912	343,540	-
Total SMG Management Fee	270,398	416,682	687,080	336,474

** Incentive fee is 25% of the first \$500,000 in excess, 30% of remaining capped at base fee amount.

++ If net revenues above expenses exceeds \$700,000, SMG is eligible for 75% of the incentive fee.



VAN ANDEL ARENA

FINANCIAL STATEMENT FOR THE PERIOD ENDED JUNE 30, 2015

*****PRELIMINARY – UNAUDITED STATEMENTS*****

PROUD HOME OF THE GRAND RAPIDS GRIFFINS – 2013 CALDER CUP CHAMPIONS



Distribution:

Grand Rapids – KentCounty Convention / Arena Authority
Robert White
Joe Romano
Gary McAneney
John Szudzik
Richard MacKeigan
Chris Machuta



An SMG Managed Facility

VAN ANDEL ARENA
ROLLING FORECAST
FISCAL YEAR ENDING JUNE 30, 2015

	YTD	ROLL	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	107		107	100	7
ATTENDANCE	644,869		644,869	576,000	68,869
DIRECT EVENT INCOME	1,189,720		1,189,720	1,126,581	63,139
ANCILLARY INCOME	1,618,567		1,618,567	1,234,509	384,058
TOTAL EVENT INCOME	2,808,287	-	2,808,287	2,361,090	447,197
TOTAL OTHER INCOME	2,877,142		2,877,142	2,513,125	364,017
TOTAL INCOME	5,685,429	-	5,685,429	4,874,215	811,214
INDIRECT EXPENSES					
EXECUTIVE	199,701		199,701	179,481	(20,220)
FINANCE	209,930		209,930	239,406	29,476
MARKETING	270,320		270,320	281,845	11,525
OPERATIONS	1,806,775		1,806,775	1,686,446	(120,329)
BOX OFFICE	118,180		118,180	127,293	9,113
LUXURY SEATING	61,146		61,146	96,234	35,088
SKYWALK ADMIN	49,459		49,459	40,960	(8,499)
OVERHEAD	1,529,758		1,529,758	1,471,385	(58,373)
TOTAL INDIRECT EXP.	4,245,269	-	4,245,269	4,123,050	(122,219)
NET REVENUE ABOVE EXPENSES	1,440,160	-	1,440,160	751,165	688,995
LESS INCENTIVE FEE		98,628	98,628	-	(98,628)
NET REVENUE ABOVE EXPENSES AFTER INCENTIVE	1,440,160	(98,628)	1,341,532	751,165	590,367

Comments:

Van Andel Arena concludes a very successful fiscal year in its 19th year with an overall performance well ahead of both budget and prior year. A successful concert season combined with a nice playoff run by the Griffins led to the overall success.


General Manager


Director of Finance

**VAN ANDEL ARENA
FINANCIAL STATEMENT HIGHLIGHTS
FOR MONTH ENDED JUNE 30, 2015**

The following schedule summarizes operating results for both the current month and Year to Date as compared to budget and prior year:

MONTH	June Actual	June Budget	June FY 2014
Number of Events	2	1	2
Attendance	6,356	9,000	14,691
Direct Event Income	\$2,995	\$32,703	\$59,839
Ancillary Income	37,829	38,805	44,031
Other Event Income	17,457	22,100	47,671
Other Operating Income	152,178	146,375	198,456
Indirect Expenses	(407,598)	(345,035)	(619,994)
Net Income	(\$197,139)	(\$105,052)	(\$269,997)

YTD	YTD 2015 Actual	YTD 2015 Budget	YTD 2014 Prior Year
Number of Events	107	100	94
Attendance	644,869	576,000	510,210
Direct Event Income	\$1,189,720	\$1,126,581	\$1,039,980
Ancillary Income	1,618,567	1,234,509	1,192,438
Other Event Income	664,924	467,500	386,288
Other Operating Income	2,212,218	2,045,625	2,104,506
Indirect Expenses	(4,245,269)	(4,123,050)	(4,276,283)
Net Income	\$1,440,160	\$751,165	\$446,929

EVENT INCOME

Event income fell short of budget overall, however, fairly consistent with forecast.

ANCILLARY INCOME

Ancillary income came in at expected levels for the month.

INDIRECT EXPENSES

Indirect expenses came in higher than budget for the month as a slower June allowed for summer projects to get done as July will be busier.

Van Andel Arena
Income Statement
For the Twelve Months Ending June 30, 2015

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Event Income								
Direct Event Income								
Rental Income	\$128,307	\$43,137	85,170	\$134,756	\$1,875,740	\$1,591,103	284,637	\$1,705,545
Service Revenue	102,518	90,756	11,762	166,215	2,204,571	1,265,015	939,556	1,146,249
Service Expenses	(227,830)	(101,190)	(126,640)	(241,132)	(2,890,591)	(1,729,537)	(1,161,054)	(1,811,814)
Total Direct Event Income	2,995	32,703	(29,708)	59,839	1,189,720	1,126,581	63,139	1,039,980
Ancillary Income								
F&B Concession	23,987	37,020	(13,033)	30,894	1,376,415	1,073,861	302,554	1,029,879
F&B Catering	9,931	(1,853)	11,784	5,580	139,615	69,166	70,449	97,368
Novelty Sales	3,911	4,638	(727)	7,557	99,310	91,982	7,328	64,389
Booth Cleaning	0	0	0	0	2,545	0	2,545	766
Audio Visual	0	(1,000)	1,000	0	182	(500)	682	36
Other Ancillary	0	0	0	0	500	0	500	0
Total Ancillary Income	37,829	38,805	(976)	44,031	1,618,567	1,234,509	384,058	1,192,438
Other Event Income								
Ticket Rebates(Per Event)	17,457	22,100	(4,643)	47,671	664,924	467,500	197,424	386,288
Total Other Event Income	17,457	22,100	(4,643)	47,671	664,924	467,500	197,424	386,288
Total Event Income	58,281	93,608	(35,327)	151,541	3,473,211	2,828,590	644,621	2,618,706
Other Operating Income								
Luxury Box Agreements	105,917	90,292	15,625	107,354	1,612,324	1,372,625	239,699	1,393,469
Advertising	42,734	52,083	(9,349)	83,183	531,618	625,000	(93,382)	658,548
Other Income	3,527	4,000	(473)	7,919	68,276	48,000	20,276	52,489
Total Other Operating Income	152,178	146,375	5,803	198,456	2,212,218	2,045,625	166,593	2,104,506
Adjusted Gross Income	210,459	239,983	(29,524)	349,997	5,685,429	4,874,215	811,214	4,723,212
Operating Expenses								
Salaries and Wages	149,671	168,565	(18,894)	195,883	2,347,334	2,005,168	342,166	1,971,573
Payroll Taxes and Benefits	39,200	49,080	(9,880)	59,833	676,204	589,400	86,804	551,475
Labor Allocations to Events	(41,829)	(69,891)	28,062	(63,320)	(1,290,947)	(838,714)	(452,233)	(825,376)
Net Salaries and Benefits	147,042	147,754	(712)	192,396	1,732,591	1,755,854	(23,263)	1,697,672
Contracted Services	23,287	20,933	2,354	21,188	238,738	251,141	(12,403)	220,005
General and Administrative	46,300	25,206	21,094	44,545	386,710	302,604	84,106	374,099
Operations	6,923	4,122	2,801	1,876	51,802	49,420	2,382	39,024
Repair and Maintenance	63,380	20,665	42,715	229,740	321,089	248,090	72,999	419,517
Operational Supplies	18,445	15,435	3,010	22,843	191,454	185,000	6,454	193,597
Insurance	4,233	10,727	(6,494)	19,944	179,526	128,724	50,802	150,968
Utilities	83,674	86,004	(2,330)	74,033	971,589	1,031,960	(60,371)	1,013,164
SMG Management Fees	14,314	14,189	125	13,429	171,770	170,257	1,513	168,237
Total Operating Expenses	407,598	345,035	62,563	619,994	4,245,269	4,123,050	122,219	4,276,283
Net Income(Loss) From Operations	(197,139)	(105,052)	(92,087)	(269,997)	1,440,160	751,165	688,995	446,929
Other Non-Operating Expenses								
Adjusted Net Income(Loss)	(197,139)	(105,052)	(92,087)	(269,997)	1,440,160	751,165	688,995	446,929

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SMG - Van Andel Arena
Grand Rapids - Kent County Convention/Arena Authority
Event Summary
For the Twelve Months Ended June 30, 2015

Event Type	Events/Days		Attendance		Total Event Income	
	Actual	Budget	Actual	Budget	Actual	Budget
Family Show	19	20	57,254	57,500	183,326	182,225
Sporting Event	9	11	41,496	54,000	358,262	341,135
Concert	23	21	192,865	181,000	2,009,899	1,578,330
Team Home Games	46	38	296,235	228,000	672,065	566,998
Other	10	10	57,019	57,000	249,661	159,902
GRAND TOTALS	107	100	644,869	577,500	3,473,211	2,828,590

As Percentage of Overall

Family Show	17.76%	20.00%	8.88%	9.96%	5.28%	6.44%
Sporting Event	8.41%	11.00%	6.43%	9.35%	10.32%	12.06%
Concert	21.50%	21.00%	29.91%	31.34%	57.87%	55.80%
Team Home Games	42.99%	38.00%	45.94%	39.48%	19.35%	20.05%
Other	9.35%	10.00%	8.84%	9.87%	7.19%	5.65%

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**Van Andel Arena
Balance Sheet
As of June 30, 2015**

ASSETS

Current Assets

Cash	3,927,380
Account Receivable	86,183
Prepaid Expenses	58,328

Total Current Assets	----- \$4,071,890
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Total Assets	----- \$4,071,890 =====
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LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	218,852
Accrued Expenses	489,356
Deferred Income	1,020,128
Advanced Ticket Sales & Deposits	4,073,207

Total Current Liabilities	----- \$5,801,543
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Other Liabilities

Equity

Funds Remitted to CAA	(3,225,882)
Expenses Paid Direct by CAA	904,648
Beginning Balance Equity	(848,577)
Current Year Equity	1,440,159

Total Equity	----- (\$1,729,652)
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Total Liabilities and Equity	----- \$4,071,890 =====
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SMG - Van Andel Arena
Grand Rapids - Kent County Convention/Arena Authority
Summary of Accounts Receivable
As of June 30, 2015

Current - Under 30 Days	
Food & Beverage	26,146
Ticketing	56,041
Merchandise	-
Permanent Advertising	-
DeVos Place	(74,681)
Operating	39,062
 Over 30 Days	 39,615
 Over 60 Days	 -
 Over 90 Days	
Total Accounts Receivable	86,183

**SMG - Van Andel Arena & DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Management Fee Summary
Fiscal Year Ending June 30, 2015**

*****ACTUAL FY 2015 YEAR END NUMBERS SUBJECT TO AUDIT REVIEW*****

MANAGEMENT FEE SUMMARY

	Arena Actual	DeVos Place Actual	Total Actual	FY 2014 Actual
Net Revenue above Expenses	1,440,160	16,234	1,456,394	107,686
Benchmark ++			750,000	750,000
Excess	1,440,160	16,234	706,394	(642,314)

Incentive Fee Calculation (Only if above greater than zero)

	Arena Actual	DeVos Place Actual	Total Actual	Total Estimate
Base Fee	171,770	171,770	343,540	336,474
Incentive Fee				
Revenue	5,685,429	6,102,055	11,787,484	10,683,672
Benchmark Revenue	5,000,000	4,400,000	9,400,000	9,300,000
Revenue Excess	685,429	1,702,055	2,387,484	1,383,672
Incentive Fee **	98,628	244,912	343,540	-
Total SMG Management Fee	270,398	416,682	687,080	336,474

** Incentive fee is 25% of the first \$500,000 in excess, 30% of remaining capped at base fee amount.

++ If net revenues above expenses exceeds \$700,000, SMG is eligible for 75% of the incentive fee.



VAN ANDEL ARENA

**FINANCIAL STATEMENT
FOR THE PERIOD ENDED JULY 31, 2015**

PROUD HOME OF THE GRAND RAPIDS GRIFFINS – 2013 CALDER CUP CHAMPIONS



Distribution:

Grand Rapids – KentCounty Convention / Arena Authority
Robert White
Joe Romano
Gary McAneney
John Szudzik
Richard MacKeigan
Chris Machuta



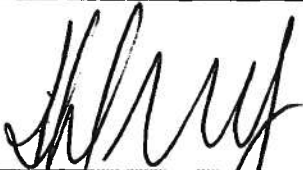
An SMG Managed Facility

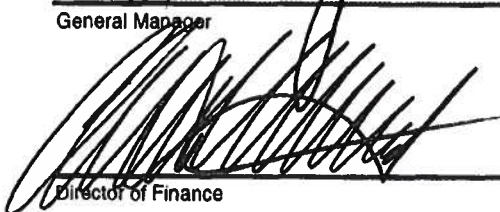
VAN ANDEL ARENA
ROLLING FORECAST
FISCAL YEAR ENDING JUNE 30, 2016

	YTD	ROLL	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	4	94	98	98	-
ATTENDANCE	27,422	535,578	563,000	563,000	-
DIRECT EVENT INCOME	173,596	996,229	1,169,825	1,169,825	-
ANCILLARY INCOME	108,948	1,229,295	1,338,243	1,338,243	-
TOTAL EVENT INCOME	282,544	2,225,524	2,508,068	2,508,068	-
TOTAL OTHER INCOME	298,143	2,267,237	2,565,380	2,565,380	-
TOTAL INCOME	580,688	4,492,761	5,073,448	5,073,448	-
INDIRECT EXPENSES					
EXECUTIVE	14,162	193,599	207,761	207,761	-
FINANCE	16,240	221,538	237,778	237,778	-
MARKETING	21,374	310,615	331,989	331,989	-
OPERATIONS	159,097	1,611,259	1,770,356	1,770,356	-
BOX OFFICE	6,444	144,799	151,243	151,243	-
LUXURY SEATING	4,700	94,099	98,799	98,799	-
SKYWALK ADMIN	3,397	48,263	51,660	51,660	-
OVERHEAD	115,451	1,333,380	1,448,831	1,448,831	-
TOTAL INDIRECT EXP.	340,864	3,957,552	4,298,417	4,298,417	-
NET REVENUE ABOVE EXPENSES	239,824	535,209	775,031	775,031	-
LESS INCENTIVE FEE		5,422	5,422	5,552	130
NET REVENUE ABOVE EXPENSES AFTER INCENTIVE	239,824	529,787	769,609	769,479	130

Comments:

The Van Andel Arena kicks off its 20th fiscal year in good fashion with four concerts hosted during the month to give a good start to the fiscal year.


General Manager


Director of Finance

**VAN ANDEL ARENA
FINANCIAL STATEMENT HIGHLIGHTS
FOR FISCAL YEAR ENDING JUNE 30, 2016**

The following schedule summarizes operating results for both the current month and Year to Date as compared to budget and prior year:

MONTH	July Actual	July Budget	July FY 2015
Number of Events	4	4	2
Attendance	27,422	34,000	19,346
Direct Event Income	\$173,596	\$135,200	\$112,309
Ancillary Income	108,948	105,936	84,312
Other Event Income	63,294	88,440	50,298
Other Operating Income	234,849	194,616	211,155
Indirect Expenses	(340,864)	(358,200)	(316,610)
Net Income	<u>\$239,824</u>	<u>\$165,992</u>	<u>\$141,464</u>

YTD	YTD 2016 Actual	YTD 2016 Budget	YTD 2015 Prior Year
Number of Events	4	4	2
Attendance	27,422	34,000	19,346
Direct Event Income	\$173,596	\$135,200	\$112,309
Ancillary Income	108,948	105,936	84,312
Other Event Income	63,294	88,440	50,298
Other Operating Income	234,849	194,616	211,155
Indirect Expenses	(340,864)	(358,200)	(316,610)
Net Income	<u>\$239,824</u>	<u>\$165,992</u>	<u>\$141,464</u>

EVENT INCOME

Direct event income came in a little ahead of budget overall on the strength of the Shania Twain and James Taylor concerts hosted during the month.

ANCILLARY INCOME

Ancillary income came in at expected levels for the month. While per caps were solid for each of the events hosted, overall they fell at levels that we would expect overall for the year.

INDIRECT EXPENSES

Indirect expenses came in at expected levels for the month.

Van Andel Arena
Income Statement
For the Month Ending July 31, 2015

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Event Income								
Direct Event Income								
Rental Income	\$193,194	\$116,948	76,246	\$92,597	\$193,194	\$116,948	76,246	\$92,597
Service Revenue	164,625	231,304	(66,679)	259,705	164,625	231,304	(66,679)	259,705
Service Expenses	(184,223)	(213,052)	28,829	(239,993)	(184,223)	(213,052)	28,829	(239,993)
Total Direct Event Income	173,596	135,200	38,396	112,309	173,596	135,200	38,396	112,309
Ancillary Income								
F&B Concession	87,146	85,224	1,922	65,414	87,146	85,224	1,922	65,414
F&B Catering	7,640	6,240	1,400	6,652	7,640	6,240	1,400	6,652
Novelty Sales	14,162	14,472	(310)	12,246	14,162	14,472	(310)	12,246
Total Ancillary Income	108,948	105,936	3,012	84,312	108,948	105,936	3,012	84,312
Other Event Income								
Ticket Rebates (Per Event)	63,294	88,440	(25,146)	65,837	63,294	88,440	(25,146)	65,837
Total Other Event Income	63,294	88,440	(25,146)	65,837	63,294	88,440	(25,146)	65,837
Total Event Income	345,838	329,576	16,262	262,458	345,838	329,576	16,262	262,458
Other Operating Income								
Luxury Box Agreements	187,883	138,532	49,351	155,294	187,883	138,532	49,351	155,294
Advertising	42,734	52,084	(9,350)	52,136	42,734	52,084	(9,350)	52,136
Other Income	4,232	4,000	232	3,725	4,232	4,000	232	3,725
Total Other Operating Income	234,850	194,616	40,234	211,155	234,850	194,616	40,234	211,155
Adjusted Gross Income	580,688	524,192	56,496	473,614	580,688	524,192	56,496	473,614
Operating Expenses								
Salaries and Wages	190,038	174,009	16,029	234,901	190,038	174,009	16,029	234,901
Payroll Taxes and Benefits	49,286	50,789	(1,503)	66,140	49,286	50,789	(1,503)	66,140
Labor Allocations to Events	(95,641)	(69,965)	(25,676)	(171,219)	(95,641)	(69,965)	(25,676)	(171,219)
Net Salaries and Benefits	143,683	154,833	(11,150)	129,822	143,683	154,833	(11,150)	129,822
Contracted Services	18,992	20,928	(1,936)	17,149	18,992	20,928	(1,936)	17,149
General and Administrative	19,278	30,368	(11,090)	23,151	19,278	30,368	(11,090)	23,151
Operations	2,270	7,365	(5,095)	1,473	2,270	7,365	(5,095)	1,473
Repair and Maintenance	19,220	21,924	(2,704)	22,934	19,220	21,924	(2,704)	22,934
Operational Supplies	30,389	15,417	14,972	27,894	30,389	15,417	14,972	27,894
Insurance	9,665	10,830	(1,165)	7,471	9,665	10,830	(1,165)	7,471
Utilities	83,053	81,863	1,190	72,696	83,053	81,863	1,190	72,696
SMG Management Fees	14,314	14,672	(358)	14,020	14,314	14,672	(358)	14,020
Total Operating Expenses	340,864	358,200	(17,336)	316,608	340,864	358,200	(17,336)	316,608
Net Income(Loss) From Operations	239,824	165,992	73,832	157,006	239,824	165,992	73,832	157,006
Other Non-Operating Expenses								
Adjusted Net Income(Loss)	239,824	165,992	73,832	157,006	239,824	165,992	73,832	157,006

SMG - Van Andel Arena
Grand Rapids - Kent County Convention/Arena Authority
Event Summary
For the One Month Ended July 31, 2015

Event Type	Events/Days		Attendance		Total Event Income	
	Actual	Budget	Actual	Budget	Actual	Budget
Family Show						
Sporting Event						
Concert	4	4	27,422	34,000	345,838	329,576
Team Home Games						
Other						
GRAND TOTALS	4	4	27,422	34,000	345,836	329,576
As Percentage of Overall						
Family Show	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Sporting Event	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Concert	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Team Home Games	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Other	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**Van Andel Arena
Balance Sheet
As of July 31, 2015**

ASSETS

Current Assets

Cash	2,625,180
Account Receivable	2,106,873
Prepaid Expenses	87,285

Total Current Assets

\$4,819,337

Total Assets

\$4,819,337
=====

LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	486,630
Accrued Expenses	539,603
Deferred Income	2,710,713
Advanced Ticket Sales & Deposits	2,387,676

Total Current Liabilities

\$6,124,622

Other Liabilities

Equity

Funds Remitted to CAA	0
Expenses Paid Direct by CAA	76,247
Beginning Balance Equity	(1,621,355)
Current Year Equity	239,824

Total Equity

(\$1,305,284)

Total Liabilities and Equity

\$4,819,337
=====

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SMG - Van Andel Arena
Grand Rapids - Kent County Convention/Arena Authority
Summary of Accounts Receivable
As of July 31, 2015

Current - Under 30 Days	
Food & Beverage	102,327
Ticketing	55,163
Merchandise	570
Permanent Advertising	586,492
DeVos Place	(130,327)
Operating	1,452,459
 Over 30 Days	 22,558
 Over 60 Days	 17,631
 Over 90 Days	
 Total Accounts Receivable	 2,106,873

**SMG - Van Andel Arena & DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Management Fee Summary
Fiscal Year Ending June 30, 2016**

*****ACTUAL FY 2015 YEAR END NUMBERS SUBJECT TO AUDIT REVIEW*****

MANAGEMENT FEE SUMMARY

	Arena Estimate	DeVos Place Estimate	Total Estimate	FY 2015 Actual
Net Revenue above Expenses	775,031	(4,761)	770,270	1,456,394
Benchmark ++			750,000	750,000
Excess	775,031	(4,761)	20,270	706,394

Incentive Fee Calculation (Only if above greater than zero)

	Arena Actual	DeVos Place Actual	Total Actual	Total Estimate
Base Fee	171,942	171,942	343,884	343,540
Incentive Fee				
Revenue	5,073,448	5,913,710	10,987,158	11,787,484
Benchmark Revenue	5,050,000	4,450,000	9,500,000	9,400,000
Revenue Excess	23,448	1,463,710	1,487,158	2,387,484
Incentive Fee **	5,422	338,462	343,884	343,540
Total SMG Management Fee	177,364	510,404	687,768	687,080

** Incentive fee is 25% of the first \$500,000 in excess, 30% of remaining capped at base fee amount.

++ If net revenues above expenses exceeds \$700,000, SMG is eligible for 75% of the incentive fee.

DEVOS PLACE

DE VOS PLACE

**FINANCIAL STATEMENT
FOR THE PERIOD ENDED JULY 31, 2015**

Distribution:

Grand Rapids – KentCounty Convention / Arena Authority
Robert White
Joe Romano
Gary McAneney
John Szudzik
Richard MacKeigan
Chris Machuta



An SMG Managed Facility

DE VOS PLACE
ROLLING FORECAST
FISCAL YEAR ENDING JUNE 30, 2016

	YTD Actual	Roll	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	26	441	467	467	-
ATTENDANCE	19,870	462,730	482,600	482,600	-
DIRECT EVENT REVENUE	177,674	2,761,726	2,939,400	2,939,400	-
ANCILLARY REVENUE	154,161	2,485,699	2,639,860	2,639,860	-
TOTAL EVENT REVENUE	331,835	5,247,425	5,579,260	5,579,260	-
TOTAL OTHER REVENUE	3,622	330,828	334,450	334,450	-
TOTAL OPERATING REVENUE	335,457	5,578,253	5,913,710	5,913,710	-
INDIRECT EXPENSES					
EXECUTIVE	12,902	190,559	203,461	203,461	-
FINANCE	18,032	241,622	259,654	259,654	-
MARKETING	9,953	116,643	126,596	126,596	-
OPERATIONS	102,660	1,438,369	1,541,029	1,541,029	-
EVENT SERVICES	73,595	1,023,072	1,096,667	1,096,667	-
BOX OFFICE	9,076	82,856	91,932	91,932	-
SALES	24,319	377,729	402,048	402,048	-
OVERHEAD	186,962	2,010,122	2,197,084	2,197,084	-
TOTAL OPERATING EXP.	437,498	5,480,972	5,918,471	5,918,471	-
NET REVENUE ABOVE EXPENSES	(102,041)	97,281	(4,761)	(4,761)	-
INCENTIVE FEE		338,462	338,462	346,578	8,116
NET OPERATING REVENUE OVER OPERATING EXPENSES	(102,041)	(241,181)	(343,223)	(351,339)	8,116

Comments:

DeVos Place starts a new fiscal year consistent with budget overall and ahead of prior year. The rolling forecast for the first quarter of the fiscal year will match the budget as we have done in past years.

General Manager

Finance Director

**DE VOS PLACE
FINANCIAL STATEMENT HIGHLIGHTS
FISCAL YEAR ENDING JUNE 30, 2016**

The following schedule summarizes operating results for both the current month and Year to Date as compared to budget and prior year:

MONTH	July Actual	July Budget	July FY 2015
Number of Events	26	23	31
Attendance	19,870	19,425	16,842
Direct Event Income	\$177,674	\$163,797	\$148,174
Ancillary Income	154,161	205,956	115,073
Other Event Income	703	0	7,237
Other Operating Income	2,919	2,666	3,226
Indirect Expenses	(437,498)	(493,206)	(426,713)
Net Income	(\$102,041)	(\$120,787)	(\$153,003)

YTD	YTD 2016 Actual	YTD 2016 Budget	YTD 2015 Prior Year
Number of Events	26	23	31
Attendance	19,870	19,425	16,842
Direct Event Income	\$177,674	\$163,797	\$148,174
Ancillary Income	154,161	205,956	115,073
Other Event Income	703	0	7,237
Other Operating Income	2,919	2,666	3,226
Indirect Expenses	(437,498)	(493,206)	(426,713)
Net Income	(\$102,041)	(\$120,787)	(\$153,003)

EVENT INCOME

Event income was consistent with budget overall.

ANCILLARY INCOME

Ancillary income fell short of budget overall, however, it was due to the type of events hosted rather than any concern for the fiscal year as a whole. This is second consecutive summer that ancillary income is down and will revise expectations for FY 2017 and beyond.

INDIRECT EXPENSES

Indirect expenses came in lower than budgeted for the month. Most of the savings was in payroll and related as many vacations were taken during the slower calendar.

DeVos Place
Income Statement
For the Month Ending July 31, 2015

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Event Income								
Direct Event Income								
Rental Income	\$218,956	\$184,000	\$34,956	\$180,538	\$218,956	\$184,000	\$34,956	\$180,538
Service Revenue	130,608	75,415	55,193	87,043	130,608	75,415	55,193	87,043
Service Expenses	(171,890)	(95,618)	(76,272)	(119,407)	(171,890)	(95,618)	(76,272)	(119,407)
Total Direct Event Income	177,674	163,797	13,877	148,174	177,674	163,797	13,877	148,174
Ancillary Income								
F&B Concession	9,791	6,952	2,839	7,164	9,791	6,952	2,839	7,164
F&B Catering	45,096	70,587	(25,491)	46,630	45,096	70,587	(25,491)	46,630
Novelty Sales	0	0	0	1,102	0	0	0	1,102
Booth Cleaning	20,707	26,269	(5,562)	3,725	20,707	26,269	(5,562)	3,725
Telephone/Long Distance	113	0	113	0	113	0	113	0
Electrical Services	19,037	44,894	(25,857)	7,001	19,037	44,894	(25,857)	7,001
Audio Visual	34,101	37,640	(3,539)	26,091	34,101	37,640	(3,539)	26,091
Internet Services	9,251	10,317	(1,066)	14,574	9,251	10,317	(1,066)	14,574
Equipment Rental	16,065	9,297	6,768	8,786	16,065	9,297	6,768	8,786
Total Ancillary Income	154,161	205,956	(51,795)	115,073	154,161	205,956	(51,795)	115,073
Other Event Income								
Ticket Rebates(Per Event)	703	0	703	7,237	703	0	703	7,237
Total Other Event Income	703	0	703	7,237	703	0	703	7,237
Total Event Income	332,538	369,753	(37,215)	270,484	332,538	369,753	(37,215)	270,484
Other Operating Income								
Luxury Box Agreements	1,199	1,333	(134)	1,341	1,199	1,333	(134)	1,341
Other Income	1,720	1,333	387	1,885	1,720	1,333	387	1,885
Total Other Operating Income	2,919	2,666	253	3,226	2,919	2,666	253	3,226
Adjusted Gross Income	335,457	372,419	(36,962)	273,710	335,457	372,419	(36,962)	273,710
Operating Expenses								
Salaries and Wages	214,421	269,834	(55,413)	169,278	214,421	269,834	(55,413)	169,278
Payroll Taxes and Benefits	68,576	85,238	(16,662)	53,786	68,576	85,238	(16,662)	53,786
Labor Allocations to Events	(117,358)	(154,688)	37,330	(75,311)	(117,358)	(154,688)	37,330	(75,311)
Net Salaries and Benefits	165,639	200,384	(34,745)	147,753	165,639	200,384	(34,745)	147,753
Contracted Services	27,497	20,820	6,677	29,887	27,497	20,820	6,677	29,887
General and Administrative	21,185	30,510	(9,325)	20,829	21,185	30,510	(9,325)	20,829
Operations	5,119	11,146	(6,027)	28,882	5,119	11,146	(6,027)	28,882
Repair and Maintenance	34,565	41,350	(6,785)	41,703	34,565	41,350	(6,785)	41,703
Operational Supplies	18,013	20,225	(2,212)	8,624	18,013	20,225	(2,212)	8,624
Insurance	14,029	17,616	(3,587)	12,902	14,029	17,616	(3,587)	12,902
Utilities	137,137	136,483	654	122,113	137,137	136,483	654	122,113
SMG Management Fees	14,314	14,672	(358)	14,020	14,314	14,672	(358)	14,020
Total Operating Expenses	437,498	493,206	(55,708)	426,713	437,498	493,206	(55,708)	426,713
Net Income(Loss) From Operations	(102,041)	(120,787)	18,746	(153,003)	(102,041)	(120,787)	18,746	(153,003)
Other Non-Operating Expenses								
Adjusted Net Income(Loss)	(102,041)	(120,787)	18,746	(153,003)	(102,041)	(120,787)	18,746	(153,003)

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SMG DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Year to Date Event Summary Report
For the One Month ended July 31, 2015

Event Type	Events/Days		Attendance		Total Event Income	
	Actual	Budget	Actual	Budget	Actual	Budget
Convention/Trade Shows	16	15	18,400	15,000	304,771	311,910
Consumer/Gated Shows	1	1	300	1,875	2,791	9,459
DeVos Performance Hall	2	-	70	-	4,483	-
Banquets	-	-	-	-	-	-
Meetings	6	6	650	2,100	16,887	41,064
Other	1	1	450	450	3,604	7,320
GRAND TOTALS	26	23	19,870	19,425	332,538	369,753

As Percentage of Overall

Convention/Trade Shows	61.54%	65.22%	92.60%	77.22%	91.65%	84.36%
Consumer/Gated Shows	3.85%	4.35%	1.51%	9.65%	0.84%	2.56%
Devos Performance Hall	7.69%	0.00%	0.35%	0.00%	1.35%	0.00%
Ballroom Exclusive	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Meetings	23.08%	26.09%	3.27%	10.81%	5.08%	11.11%
Other	3.85%	4.35%	2.26%	2.32%	1.08%	1.98%

**DeVos Place
Balance Sheet
As of July 31, 2015**

ASSETS

Current Assets

Cash	1,579,040
Account Receivable	848,612
Prepaid Expenses	35,383

Total Current Assets

\$2,463,035

Total Assets

\$2,463,035
=====

LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	13,163
Accrued Expenses	268,510
Deferred Income	71,083
Advanced Ticket Sales & Deposits	1,262,718

Total Current Liabilities

\$1,615,473

Other Liabilities

Equity

Funds Remitted to CAA	0
Expenses Paid Direct by CAA	126,457
Beginning Balance Equity	823,148
Current Year Equity	(102,043)

Total Equity

\$847,562

Total Liabilities and Equity

\$2,463,035
=====

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SMG - DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Summary of Accounts Receivable
As of July 31, 2015

Current - Under 30 Days	
Food & Beverage	46,860
Ticketing	85,990
Merchandise	1,694
Decorating	20,707
Audio/Visual	34,101
Van Andel Arena	130,327
Operating	314,601
 Over 30 Days	 66,919
 Over 60 Days	 147,413
 Over 90 Days	
 Total Accounts Receivable	 848,612

**SMG - Van Andel Arena & DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Management Fee Summary
Fiscal Year Ending June 30, 2016**

*****ACTUAL FY 2015 YEAR END NUMBERS SUBJECT TO AUDIT REVIEW*****

MANAGEMENT FEE SUMMARY

	Arena Estimate	DeVos Place Estimate	Total Estimate	FY 2015 Actual
Net Revenue above Expenses	775,031	(4,761)	770,270	1,456,394
Benchmark ++			750,000	750,000
Excess	775,031	(4,761)	20,270	706,394

Incentive Fee Calculation (Only if above greater than zero)

	Arena Actual	DeVos Place Actual	Total Actual	Total Estimate
Base Fee	171,942	171,942	343,884	343,540
Incentive Fee				
Revenue	5,073,448	5,913,710	10,987,158	11,787,484
Benchmark Revenue	5,050,000	4,450,000	9,500,000	9,400,000
Revenue Excess	23,448	1,463,710	1,487,158	2,387,484
Incentive Fee **	5,422	338,462	343,884	343,540
Total SMG Management Fee	177,364	510,404	687,768	687,080

** Incentive fee is 25% of the first \$500,000 in excess, 30% of remaining capped at base fee amount.

++ If net revenues above expenses exceeds \$700,000, SMG is eligible for 75% of the incentive fee.



Memorandum

To: CAA Board of Directors

From: Rich MacKeigan

Date: August 28, 2015

Re: Application to Liquor Control Commission for Special License

As we move forward with planning the operational aspects of the upcoming International Wine, Beer & Food Festival, the CAA will need to apply to the Michigan Liquor Control Commission for a Special (24-Hour) On-Premise License. This license allows nonprofit, religious, fraternal, civic, or patriotic organizations to obtain a one-day license to sell alcoholic beverages (beer, wine, and liquor) to the public for on-premise consumption.

Specific requirements for the Special On-Premise License include:

1. Profits from the sale of alcoholic beverages must go to the organization and not to any individual.
2. The chief local law enforcement officer in the governmental unit must approve the request where the event is to be held.
3. No more than 5 licenses are issued to individual organizations each calendar year.
4. Proof of nonprofit status must be provided with the application unless the applicant is a national organization or has obtained previous special licenses.

The license fee is \$25.00 for each separate, consecutive day of the event. This is the same process we go through every year, and I am recommending we apply for this license as the cost is minimal, to allow for greater flexibility on the operational side.

Action requested: Approval to submit an application to the Michigan Liquor Control Commission for a Special On-Premise License.



Memorandum

To: CAA Finance Committee
CAA Board Members

From: Susan Waddell, Administrative Manager

Date: September 1, 2015

Re: Directors' & Officers' Insurance Renewal

The CAA current insurance policy expired on August 23, 2015 and we just received the renewal coverage proposal. Below is a summary of the renewal proposal:

Insurer: Michigan Municipal Risk Management Authority (MMRMA)

2015 Expiring premium:	\$18,500
2015 Renewal premium:	\$17,804
Total Change	- \$ 696
% Change (+ -)	-3.8%

<u>Summary of Coverages</u>	<u>Limit</u>	<u>Deductible</u>
Liability	\$15,000,000	\$0
Terrorism Liability	\$5,000,000	\$0
Faithful Performance	Per Statute	\$0
Auto liability - No-Fault	Per Statute	\$0
Buildings & Personal Property	\$1,010,000	\$0
Fine Art	\$2,000,000	\$0
Blanket Employee Fidelity	\$1,000,000	\$0
Data Breach & Privacy Liability	\$1,000,000	\$25,000

Action Requested: Approve insurance renewal proposal.

**GRAND RAPIDS-KENT COUNTY
CONVENTION/ARENA AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
NEUTRAL HOST CELLULAR DAS LICENSE AGREEMENT WITH
CONCOURSE COMMUNICATION GROUP, LLC**

Boardmember _____, supported by Boardmember _____, moves
the adoption of the following resolution:

WHEREAS, the Board at its meeting on October 5, 2014, authorized SMG along with the assistance of legal counsel to negotiate an agreement with Boingo a.k.a. Concourse Communication Group, LLC (“CCG”) to provide a neutral host cellular distributed antenna system (“DAS”) in conjunction with a full WiFi system at the Van Andel Arena; and

WHEREAS, a DAS agreement without a full WiFi system has been negotiated with CCG which SMG has recommended be approved; and

WHEREAS, this Board has agreed to approve a DAS agreement with CCG to provide DAS service at the Van Andel Arena.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Neutral Host Cellular DAS License Agreement (the “Agreement”) between the Grand Rapids – Kent County Convention/Arena Authority (the “CAA”) and CCG in the form presented at this meeting is approved with such modifications not materially adverse to the CAA approved as to content by the CAA Chairperson and as to form by CAA legal counsel.
2. That the CAA Chairperson is authorized and directed to execute the approved Agreement for and on behalf of the CAA.
3. That all resolutions and parts of resolutions in conflict herewith shall be, and the same are hereby, rescinded to the extent of such conflict.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: September 4, 2015

Susan M. Waddell
Administrative Manager/Recording Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Administrative Manager/Recording Secretary of the Grand Rapids-Kent County Convention/Arena Authority (the "CAA"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the CAA Board at a regular meeting held on September 4, 2015, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: September 4, 2015

Susan M. Waddell
Administrative Manager/Recording Secretary

NEUTRAL HOST CELLULAR DAS LICENSE AGREEMENT

THIS NEUTRAL HOST CELLULAR DAS LICENSE AGREEMENT (the "Agreement") dated as of _____, 2015, by and between the **GRAND RAPIDS-KENT COUNTY CONVENTION/ARENA AUTHORITY**, a statutory authority created by the City of Grand Rapids, Michigan (the "City"), and the County of Kent, Michigan (the "County"), pursuant to Act 203 of the Public Acts of Michigan of 1999, as amended (the "Licensor") and **CONCOURSE COMMUNICATION GROUP, LLC**, an Illinois limited liability company (the "Licensee").

RECITALS

A. Licensor leases-to-own (ownership to occur upon payment of certain outstanding bonded debt) the Van Andel Arena (the "Arena") located at 130 West Fulton Street in the City pursuant to a Lease Agreement dated as of July 1, 2000, by and between the City of Grand Rapids Downtown Development Authority (the "DDA"), as Lessor, and Licensor, as Lessee.

B. Licensee has requested of Licensor the right to use certain portions of the Arena facility (the "Arena Building") to install, operate and maintain a neutral host cellular distributed antenna system ("DAS", "System" or "Systems").

C. Licensor has agreed to permit the Systems to be installed, operated and maintained at the Arena Building to provide wireless DAS services to the Arena and its guests and visitors and in connection therewith grant Licensee a license to use certain portions of the Arena Building all in accordance with the terms and conditions of this Agreement.

D. Licensee will be the lead integrator for the Systems and, as such, will (i) design, construct, install, operate, maintain and from time to time upgrade the Systems to meet the standards prescribed by this Agreement and (ii) contract with wireless operators, licensed by the Federal Communications Commission, and other third party entities as permitted by law (each a "Carrier", or collectively, "Carriers") for connection to and use of the Systems, all as provided in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual undertakings as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

Section 1. Recitals Incorporated. The Recitals set forth above in this Agreement are incorporated herein as set forth in their entirety.

Section 2. Operation of Systems. Subject to the terms and conditions of this Agreement, Licensee shall have the exclusive right and obligation to install, operate and maintain the Systems at the Arena and to make the Systems available to Carriers and third parties, as applicable, upon reasonable terms and conditions in accordance with the terms of this Agreement. Licensor agrees during the term of this Agreement not to grant or permit a license, lease or any other right to any

third party for use of any portion of the Arena to install, operate or maintain a cellular DAS network except for any networks being operated under agreements in effect or in use on the Effective Date (as defined in Section 26.M. hereof) of this Agreement. It is understood and agreed that DAS service through specific carriers shall be available to guests, visitors and other users of the Arena without additional charges other than the charges such users pay directly to their carrier(s). **Section 3. Licensed Space.** Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor (a) an area in the Arena Building containing approximately 1,000 square feet identified on the attached Exhibit A (the "Equipment Space") and (b) areas located throughout the Arena Building for the placement of antennas as identified on the attached Exhibit A or such other areas as Licensor and Licensee mutually approve in writing after good faith consultation (the "Antenna Spaces"). Additionally, Licensor grants Licensee a license over, under, along and through the Arena Building in locations reasonably determined necessary by Licensee, from time to time, which will not unreasonably interfere with the Arena operations and as are mutually agreed to by the Licensor and Licensee in writing after good faith consultation (the "Connections Spaces" and collectively with the Equipment Space and the Antenna Space the "Licensed Space") to install, maintain, repair, replace and remove conduits, wires, cables, cable trays and other necessary connections between the Equipment Space and the electric power, telephone and fuel sources at the Arena Building (collectively, the "Connections"). It is understood that in some cases Carriers may require more space than that available within the Licensed Space. In such cases it shall be the responsibility for such Licensor to contract directly with the Licensor on behalf of the Carriers for such space.

Section 4. Use of Licensed Space. Licensee shall have the right to use the Licensed Space in accordance with, and subject to, the following:

a. Licensee is granted the exclusive use of the Equipment Space and the Antenna Space and the nonexclusive use of the Connections Space for the installation, construction, maintenance, operation, repair, replacement and upgrade of the Systems and any and all other related communications fixtures, small cell technology and related equipment, cables, accessories and improvements as may be needed by Licensee (or by those with whom it has an agreement to utilize the Systems) from time-to-time to provide for the continuous transmission and reception of communication signals including suitable support structures, antennas, equipment shelters or cabinets, security barriers and any other items necessary to the successful and secure operation of the Systems (collectively, the "Communication Facilities").

b. Licensee may, with the prior written approval of Licensor, make, at its sole cost, improvements, alterations, upgrades or additions to the Licensed Space necessary in connection with the operation and maintenance of the Systems.

c. If Licensee requires additional space at the Arena Building (the "Additional Licensed Space") in connection with modifications, replacements or upgrades of the Communication Facilities, Licensor agreed to provide such Additional Licensed Space to Licensee if Licensor determines such space is available. The Additional Licensed Space shall be subject to the terms and conditions of this Agreement, *provided, however*, the Licensee Fee (as defined in Section 6 hereof) shall be increased by a proportional amount equal to the percentage increase of the Additional Licensed Space square footage over the existing Equipment Space square footage.

Licensor and Licensee agree to enter into an amendment to this Agreement to effectuate and memorialize the license of the Additional Licensed Space.

d. Licensee shall, at its sole cost, design, construct, install and maintain the System, i.e. full voice and data cellular coverage, throughout the Arena Building (the "Project") including, but not limited to, administrative areas, support staff locations, arena floor, upper and lower bowl seats and suites, meeting rooms, hallways, back-of-house areas and other general spaces, in accordance with Technical Standards set forth in Exhibit C (the "Technical Standards") and Operation Standards set forth in Exhibit D (the "Operation Standards") and the drawings referenced in Exhibit E (the "Preliminary Design") and according to participating Carrier specifications and the provisions of this Agreement (the "Project") as may be modified or supplemented by approved Project Plans (as defined in Section 9 hereof). Such construction to be contingent upon the commencement of the first Carrier signed lease.

e. It is understood and agreed that Licensee will not be providing as a part of DAS service a public safety communications system, VHF, UHF or two-way radio communications and Licensor may utilize or permit the utilization of the Licensed Space in connection with the provisions of such services subject to the provisions of this Agreement.

Section 5. Term of Agreement. The term of this Agreement (the "Term") shall be in accordance with the following:

a. This Agreement shall have an initial term of 10 years commencing on the first commencement of carrier service by a Carrier (the "Commencement Date") and ending on the day before the tenth anniversary of the Commencement Date (the "Initial Term").

b. Licensor may elect to extend the Initial Term for an additional 5 years, commencing on the tenth anniversary of the Commencement Date and ending five years thereafter (the "Extension Term") upon at least 90 days written notice to Licensee prior to expiration of the Initial Term, *provided, however*, upon receiving such notice Licensee may elect not to extend the Initial Term by giving at least 60 days written notice to Licensor prior to the expiration of the Initial Term.

c. If, at least 60 days prior to the end of the Extension Term, Licensor or Licensee has not given the other written notice to end the term of this Agreement at the end of the Extension Term, the term of this Agreement shall continue for additional 1 year terms (each an "Annual Term") until the term of this Agreement is terminated by either Licensor or Licensee giving the other at least 60 days advanced written notice to terminate the Agreement at the then current Annual Term.

d. Notwithstanding any other provisions in this Section 5 and acknowledging that Licensee has the exclusive right to market to Carriers their utilization of DAS at the Arena for 90 days after the Effective Date which period may be extended by the Licensor in writing upon request of the Licensee for an additional 30 days (the "Marketing Period"). If Licensee does not provide Licensor before the end of such Marketing Period with documentation from at least one Carrier agreeing to utilize DAS at the Arena, the Licensor may terminate this Agreement upon 10 days written notice to Licensee.

Section 6. License Fees and Revenue Sharing. The following license fees and revenue sharing shall apply with respect to this Agreement:

a. Within 30 days of Licensee signing an agreement with the first Carrier agreeing to utilize DAS at the Arena, Licensee shall pay Licensor a fee of \$50,000. Within 30 days of Licensee signing an agreement to utilize DAS at the Arena with (i) the second Carrier, Licensee shall pay Licensor a fee of \$50,000 and (ii) the third Carrier, Licensee shall pay Licensor a fee of \$50,000.

b. Commencing with the Commencement Date, Licensee shall pay Licensor a monthly license fee (the "License Fee") in accordance with the following schedule:

1. Initial Term years 1 and 2 - \$3,000 per calendar month
2. Initial Term years 3, 4 and 5 - \$5,500 per calendar month
3. Initial Term years 6, 7, 8, 9 and 10 - \$8,000 per calendar month

4. Each year of the Extension Term or an Annual Term – the monthly amount payable in the prior year plus 10%

For any partial calendar month, the monthly License Fee shall be prorated.

d. The obligation to pay amounts due prior to termination pursuant to this Section 6 shall survive and be enforceable after the termination of this Agreement.

Section 7. Management of Project. Licensors and Licensee agree that M S Benbow & Associates, Metairie, Louisiana ("Benbow"), shall be Licensors representative related to the initial construction and installation of the Project and shall be the primary contact between the Licensee and its subcontractors and the Licensors. Licensee shall be responsible for negotiating with Benbow the cost of providing such services and the paying of such costs by Licensee. The Licensors shall not be responsible for paying any of Benbow's costs for its services. During construction and installation of the Project, Benbow shall regularly consult with Licensee, as Licensors representative, regarding the progress of Project construction and installation through Project completion. Licensee has appointed John Bergeron as manager of the Project (the "Project Manager"). He shall (i) serve as the single point of contact for communications with Benbow, as Licensors representative, (ii) act as the liaison between Benbow, as Licensors representative, and Licensees employees and subcontractors, (iii) attend on-site meetings, both scheduled and unscheduled, (iv) be on-site to oversee the work and keep the Project on schedule and (v) regularly update Benbow and Licensors regarding the Project status. Licensee shall promptly notify Benbow, as Licensors representative, of any change in the person serving as Project Manager. Any new person serving as Project Manager shall have substantial experience in the design, construction and installation of facilities and equipment similar to those that comprise the Communication Facilities. In consultation with Benbow, as Licensors representative, Licensee shall prepare and submit to Benbow a timeline for completion of the site survey, planning, installation, testing and other milestones related to the Project, which Benbow shall share with Licensors. Any changes in the Project timeline, which would delay a milestone critical to Project completion, shall require Benbow's consent after Benbow has consulted with Licensors.

Section 8. Inspection and Review. Licensors representatives, including Benbow, shall have the right to inspect the Communication Facilities from time to time and Licensee shall cooperate with Licensors representatives, including Benbow, by providing them reasonable access to the Communication Facilities for inspection. Licensors representatives, including Benbow, shall have the right to review copies of all documents prepared and/or in the possession of Licensee or its subcontractors with respect to the Communication Facilities, all invoices and Licensee books and records related to the Project and the Communication Facilities upon reasonable advanced notice to Licensee.

Section 9. Project Preconstruction. The following design and planning shall take place in connection with the Project:

a. Project Design – In consultation with Licensors and Benbow, as Licensors representative, Licensee shall, at its sole cost, promptly upon execution of an agreement with the first Carrier to utilize DAS complete design of the Systems and prepare or cause to be prepared detailed drawings, plans and specifications meeting the Technical Standards and consistent with the Preliminary Design, as such designs may be modified or supplemented by the approved Project Plans (as defined below).

b. Project planning – Licensee shall diligently prosecute, at its sole cost, all activities necessary to finally design the Communication Facilities and plan for prosecution of the Project including the following:

1. Prepare detailed drawings, plans and specifications for the Communication Facilities and other related documentation including a layout of the network design (the "Project Plans").

2. Submit the Project Plans to Licensor through its representative, Benbow, for approval. Licensor, through its representative Benbow, shall either approve or give notice of its disapproval of the Project Plans along with the reasons therefore and the requirements necessary to obtain approval not later than 20 business days after receipt of the Project Plans. In lieu of submitting all of the Project Plans at once, Licensee may submit the Project Plans in part for significant portions of the Project for review and approval by Licensor, through its representative, Benbow.

Section 10. Construction of Project. Licensee shall, at its sole cost, construct and install or cause the construction and installation of the Project, i.e. the Communication Facilities, in accordance with the Project Plans and as follows:

a. Construction and installation of any portion of the Project may only begin upon approval by Licensor as provided in Section 9.b.2 hereof.

b. Construction and installation of the Project shall be substantially completed and successfully tested within 210 calendar days after the execution by Licensee of an agreement with the first Carrier.

Section 11. Arena Building Access. During construction of the Project (the "Construction Period") Licensee and its subcontractors shall have access to the Arena Building in accordance with the following:

a. In general, throughout the Construction Period, Licensor will afford Licensee and its subcontractors full and free access to the Arena Building, 24 hours a day, 7 days a week for purposes of performing work necessary to complete the Project, other than during Blackout Dates (as hereinafter defined) and Restricted Access Dates (as hereinafter defined). Access to the Arena on Blackout Dates and Restricted Access Dates will be permitted as provided in subsections b. and c. below. Licensee's employees, agents and subcontractors, including subcontractor's employees (collectively, the "Licensee's Workers"), shall not be permitted any access to the Arena Building without required credentials supplied by Licensor.

b. The Arena Building is unavailable for work during the Construction Period on the dates listed on Exhibit F (the "Blackout Dates") and Licensee's Workers may not access the Arena Building on the Blackout Dates without the advanced written approval of Licensor. Licensor may provide Licensee with limited access to the Arena Building on Blackout Dates if Licensor determines, in its sole discretion, that such access will not interfere with an event or activity at the Arena Building and Licensor is not otherwise prohibited from permitting such access. Specifically, Licensor shall permit access to the Arena Building on a Blackout Date if one of the following conditions are met: (i) the area or locations being accessed are not a part of the Arena Building being used for the event or activity giving rise to the Blackout Date and there is not expected to be any visibility of the work to the participants or attendees of such event or activity;

(ii) access occurs prior to an event and the participants and attendees will not be adversely impacted by the work then being performed, provided work shall stop a minimum of 3 hours prior to the start of the event or activity; or (iii) access occurs after the event or activity has ended and the participants and attendees have left the Arena, Building provided, work shall not begin sooner than 3 hours after the end of the event or activity.

c. Licensor may restrict access of Licensee's Workers to the Arena Building on any additional date during the Construction Period (a "Restricted Access Date") by sending written notice thereof to Licensee, *provided, however*, on a Restricted Access Date Licensor shall permit Licensee's Workers access to the Arena Building during times of day which will not interfere with Licensor or an event or activity at the Arena Building as reasonably determined by Licensor.

d. During the Term of this Agreement, after the Construction Period, Licensor shall give Licensee full and free access to the Arena Building 24 hours a day, 7 days a week other than during Blackout Dates and Restricted Access Dates for the purpose of performing work necessary to operate and maintain the Communication Facilities. Access to the Arena Building on Blackout Dates and Restricted Access Dates will be permitted as provided in subsections b. and c. above. Licensee's employees, agents and subcontractors including subcontractor's employees, shall not be permitted access to the Arena Building without required credentials supplied by Licensor. Licensor will work with Licensee on a case by case basis for access during emergency situations to restore Systems service at the Arena Building.

Section 12. Suitability and Required Approvals. Licensor agrees that Licensee's ability to use the Arena Building is contingent upon the suitability of the Arena Building for operation of the Systems and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals and other relief required of, or deemed necessary or appropriate by, Licensee for its use of the Arena Building and operation of the Systems (the "Government Approvals"). Licensor authorizes Licensee to prepare, execute and file all required applications to obtain required Government Approvals and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals. In addition, Licensee shall have the right to initiate the ordering and/or scheduling of any necessary utilities required to operate the Communication Facilities. Licensee may also perform and obtain, at its sole cost, test or reports on, over and under the Arena Building, necessary to determine if Licensee's use of the Arena Building for operation of the Communication Facilities is compatible with the Communication Facilities' specifications, design, operations or Government Approvals, if any.

Section 13. Termination of Agreement. This Agreement may be terminated without penalty or further liability, except for any amounts due and payable pursuant to Section 6 hereof and the indemnity provisions of Section 15 and 26.A. hereof which shall remain in effect, as follows:

a. by either party upon 30 days prior written notice to the other party, if the other party remains in default under Section 20 hereof after expiration of any applicable cure periods; or

b. by Licensee upon written notice by Licensor, if Licensee is unable to obtain or maintain any required approval(s) or the issuance of any required license or permit necessary for construction and installation or operation of the Systems.

Section 14. Insurance. During the Term of this Agreement the Licensee shall, at its cost, procure and maintain the following types of insurance:

a. All Risk. All risk insurance for its property located at the Arena Building in an amount equal to its replacement cost.

b. Workers' Compensation. Workers' Compensation insurance comply with the requirements of the State of Michigan or an approved self-insurance program.

c. General Liability. Comprehensive general liability and casualty insurance naming the Licensor, the manager of the Arena, SMG, the DDA, the City and the County as additional insureds (the "Additional Insureds") with coverage in the minimum amount of \$3,000,000 combined single limit and in the annual aggregate (which may be provided by a base policy and one or more umbrella policies) insuring against bodily injury and death and property damage.

Licensee shall forward to Licensor for approval a certificate, or certificates, issued by the issuer(s) of the insurance required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the Licensee and shall list the various coverage's and limits. Insurance companies providing the coverage must carry at least an "A" rating by A.M. Best. In addition to any provisions herein before required, a provision of such insurance policies required by c. above shall be that the policies shall not be changed or canceled, and they will be automatically renewed upon expiration and continued in full force and effect during the Term of this Agreement, unless Licensor and the other Additional Insureds are given 30 days written notice before any change or cancellation is made effective. Licensee shall promptly furnish the Licensor with a certified copy of each such insurance policy upon request. All insurance shall be procured from insurance companies licensed and authorized to do business in the State of Michigan. If at any time the insurance policies required in b. and c. above should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, Licensor may terminate this Agreement for default or obtain insurance coverage equal to that required herein, the full cost of which shall be charged to Licensee and shall be reimbursed by Licensee to Licensor within 30 days after written demand therefor. Certificates of insurance shall be provided to the Licensor at the time this Agreement is executed by both parties hereto.

Section 15. Interference. If there is an existing radio frequency user(s) in the Arena Building, Licensor will provide Licensee, upon execution of this Agreement, with a list of all such existing radio frequency user(s) to permit Licensee to evaluate the potential for interference. Licensee warrants that its operation of the Communication Facilities at the Arena Building will not interfere with existing radio frequency user(s) in the Arena Building so disclosed by Licensor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations, manufacturer's specifications and standards. Licensor will not grant or permit, after the Effective Date of this Agreement, a license or any other right to any third party for the use at the Arena Building, if such

use may in any way adversely affect or interfere with the Communication Facilities, the operations of Licensee of the Communication Facilities or the rights of Licensee under this Agreement. Licensor will not use, nor will Licensor permit its employees, licensee, invitees, agents or independent contractors to use, any portion of the Arena Building in any way which interferes with the Communication Facilities, the operations of Licensee of the Communication Facilities or the rights of Licensee under this Agreement. Licensor will cause such interference to cease within 72 hours after receipt of notice of interference from Licensee. For the purposes of this Section 15, "interference" may include, but is not limited to, any use at the Arena Building that causes electronic, physical or obstruction interference with, or degradation of, the communications signals to and/or from the Communication Facilities.

Section 16. Indemnification. The Licensee agrees to and shall indemnify, defend and hold harmless the Licensor, SMG, the DDA, City and County and their respective officers, boardmembers, commissioners, employees and agents (the "Indemnified Party" or "Indemnified Parties") from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind (including all expenses of litigation, expert witness fees, court costs and attorney's fees) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from acts or omissions of Licensee, its subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing services under this Agreement, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnified Party hereunder, so long as such Liabilities are not caused by the negligence or willful misconduct of such Indemnified Party. Notwithstanding the foregoing, no party shall be entitled to indemnity to the extent of its own negligence or gross negligence. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 16. If any action at law or suit in equity is instituted by any third party against one or more Indemnified Parties arising out of or resulting from the acts of the Licensee, its subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing services under this Agreement, and if the Licensee has failed to provide insurance coverage to such Indemnified Parties(y) against such action as required herein or otherwise refuses to defend such action, such Indemnified Parties(y) shall have the right to conduct and control, through counsel of their (its) choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that such Indemnified Parties(y) shall give the Licensee advance notice of any proposed compromise or settlement. The Indemnified Parties(y) shall permit the Licensee to participate in the defense of any such action or suit through counsel chosen by the Licensee, provided that the fees and expenses of such counsel shall be borne by the Licensee. If Indemnified Parties(y) permit the Licensee to undertake, conduct and control the conduct and settlement of such action or suit, the Licensee shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to Indemnified Parties(y). The Licensee shall promptly reimburse the Indemnified Parties(y) for the full amount of any damages, including fees and expenses of counsel for the Indemnified Parties(y) incurred in connection with any such action. The Indemnified Parties are not waiving any statutory Immunity they are otherwise entitled to.

Section 17. Representations and Covenants. The following covenants and warranties are made by the parties hereto:

a. Licensee and Licensors each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

b. Licensors represents, covenants and agrees that (i) Licensors has control over the use and operation of the Arena Building, (ii) the Arena Building is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's license to use the Arena Building pursuant to this Agreement, (iii) as long as Licensee is not in default under this Agreement Licensors grants to Lessee a license to use the Arena Building to construct, install, use and maintain the Communication Facilities, (iv) Licensors's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensors, and (v) Licensors has obtained all consents and approvals necessary to enter into this Agreement and to grant Licensee the rights hereunder.

c. Licensee represents and covenants that the Communication Facilities shall be constructed and installed as provided in this Agreement, shall operate as such Communication Facilities are intended to operate and shall be, at its costs, updated and keep current during the Term of this Agreement with the latest "state-of-the-art" technology and equipment relative to similarly situated and sized venues, and such upgrades will be performed at the expense of Carriers upon mutual agreement between Licensee and such Carriers.

Section 18. Removal and Restoration. All portions of the Communication Facilities brought into the Arena Building by Licensee will be and remain Licensee's personal property, regardless of whether any portion is deemed real or personal property under applicable law. Licensors agrees that no part of the Communications Facilities constructed, erected or placed in the Arena Building by Licensee will become, or be considered as being affixed to or a part of, the Arena Building property, it being the specific intention of Licensors that all Communication Facilities improvements of every kind and nature constructed, erected or placed by Licensee in the Arena Building will be and remain the property of Licensee. Within 120 days after the termination of this Agreement, Licensee will remove all of the property consisting of the Communication Facilities, unless otherwise agreed to in writing by the Licensors and Licensee, and will restore the remainder of the Licensed Area in the Arena Building to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted.

Section 19. Maintenance and Extension of Utilities. Licensee will keep and maintain the Licensed Area of the Arena Building in good condition, reasonable wear and tear and damage from the elements excepted. Licensors will keep and maintain the Arena Building excluding the Equipment Space and Antenna Space, and access thereto and all areas of the Licensed Area where Licensee does not have exclusive control, in good condition, subject to reasonable wear and tear and damage from the elements. Licensors will cooperate with any utility company requesting access over, under and across the property where the Arena Building is located in order for the

utility company to provide such service to the Licensee as Licensee may require in furtherance of the use and operation of the Communication Facilities. Licensee shall be responsible for ordering separate utility services which Licensee may require from time to time for the use and operation of the Communication Facilities, and maintaining such Communication Facilities during the Term of this Agreement at Licensee's sole cost. Specifically, Licensee shall be responsible for the cost of bringing the T-1 and/or such other telephone service from the main (or minimum) point of entry at the Arena Building to the Equipment Space or such other location at the Arena Building as Licensee shall designate with Licensor's approval for the construction, installation, operation and use of the Communication Facilities.

Section 20. Default. The following is deemed a default by Licensor and a breach of this Agreement: (i) non-payment of the License Fee due Licensor if such License Fee due Licensor remains unpaid for more than 30 days after receipt of written notice from Lessor of such failure to pay, (ii) the voluntary or involuntary filing by or against Licensee for liquidation, dissolution, sale or other disposition of all or substantially all of its assets, the marshalling of its assets and liabilities, receivership, bankruptcy, assignment for the benefit of creditors, reorganization, composition of creditors or other similar proceeding affecting Licensee or any of its assets or the validity or enforceability of Licensee's obligations and covenants under this Agreement which remains undismissed 90 days after such filing, or (iii) Licensee's failure to perform any other term or condition or breach of any warranty or covenant under this Agreement within 30 days after receipt of written notice from Licensor specifying the failure (except as otherwise provided in Section 14 hereof). No such failure under (iv) above, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence (except as otherwise provided in Section 14 hereof). Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, Licensor will have the right to exercise any and all rights and remedies available to it under law or equity, including the right of termination of this Agreement set forth in Section 13 hereof.

The following is deemed a default by Licensor and a breach of this Agreement: (i) the voluntary or involuntary filing by or against Licensor for liquidation, dissolution, sale or other disposition of all or substantially all of its assets, the marshalling of its assets and liabilities, receivership, bankruptcy, assignment for the benefit of creditors, reorganization, composition of creditors or other similar proceedings affecting Licensor or any of its assets or the validity or enforceability to Licensor's obligation's and covenants under this Agreement which remains undismissed 90 days after such filing, or (ii) Licensor's failure to perform any term or condition or breach of any warranty or covenant under this Agreement within 30 days after receipt of written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee shall have (y) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (z) any and all other rights available to it under law or equity.

Section 21. Notices. All notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, and delivered personally, mailed by certified or registered mail return receipt requested, or sent by nationally recognized commercial overnight delivery service to:

If to Licensor:

Grand Rapids – Kent County Convention/Arena Authority
130 West Fulton Street
Grand Rapids, Michigan 49503
Attention: Executive Director

If to Licensee:

Concourse Communication Group, LLC
C/O Boingo Wireless, Inc.
10960 Wilshire Blvd. 23rd Floor
Los Angeles, CA. 90024
Attention: VP- DAS

With a copy to:

Legal Department (same address)

Such notice shall be deemed delivered on the day of personal delivery, 3 days after deposit for delivery postage pre-paid by certified or registered mail return receipt requested, or 1 business day after deposit for delivery by nationally recognized commercial overnight delivery service. Either party may change the place for giving notice by notice to the other party as provided in this Section 21.

Section 22. Condemnation. In the event Licensor receives notification of any condemnation proceedings affecting the Arena Building, Licensor will provide notice of the proceeding to Licensee within 72 hours of receiving notice. If a condemning authority takes all of the Arena, or a portion sufficient, in Licensee's sole determination, to render the Arena Building unsuitable for the use by Licensee of the Arena Building for use and operation of the Communication Facilities, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceedings. Licensee shall be entitled to reimbursement for any prepaid License Fees on a prorated basis.

Section 23. Casualty. Licensor will provide notice to Licensee of any casualty or other harm affecting the Arena Building within 72 hours of the casualty or harm. If any part of the Communication Facilities are damaged as to render them unsuitable for use and operation, in Licensee's sole determination, Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid License Fee on a prorated basis. If Licensor or Licensee undertakes to rebuild or restore the Arena Building and/or the Communication Facilities, respectively and as applicable, Licensor agrees to permit Licensee to

place temporary transmission and reception facilities at the Arena Building property at no additional License Fees until the reconstruction of the Arena Building and/or the Communication Facilities is completed.

Section 24. Waiver of Liens. Licenser waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facilities or any portions thereof.

Section 25. Property Taxes. Licenser shall be responsible for payment of all *ad valorem* real and personal property taxes, if any, levied upon the lands, improvements and other property of Licenser. Licensee shall be responsible for all *ad valorem* real and personal property taxes levied upon Licensee's property at or on the Arena Building.

Section 26. Miscellaneous.

A. Environmental and Hazardous Material. Licensee shall not cause or permit the escape, disposal or release of any chemical, biologically active or other hazardous substances or materials. Licensee shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or in compliance with the prevailing standards in the industry for the storage and use of such substances or materials, nor allow to be brought into or unto the Licensed Space any such materials or substances except to use in the ordinary course of activities permitted hereunder. Licensee covenants and agrees that the Licensed Space will at all times during its use or occupancy thereof be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all environmental, State of Michigan, federal, local and other governmental and regulatory authorities, agencies and bodies applicable to the Licensed Space, and the Licensee expressly agrees to indemnify and save harmless the Licenser from any and all loss, cost or expense, including reasonable attorneys' fees, occasioned by failure of the Licensee so to comply.

B. Amendment/Waiver. This Agreement may not be amended, assigned, modified or revised unless done in writing and signed by Licenser and Licensee. No provision may be waived except in writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver or in any way affect the right of either party to enforce such provision thereafter.

C. Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licenser and Licensee each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

D. Bind and Benefit. The terms and conditions contained in this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

E. Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

F. Governing Law. This Agreement will be governed by the laws of the State of Michigan, without regard to conflicts of law.

G. Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and do not define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of the words includes the plural where appropriate.

H. Affiliates. All references to “Licensee” shall be deemed to include any Affiliate of Licensee using and operating the Communication Facilities or otherwise exercising the rights of Licensee pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that, directly or indirectly, controls, is controlled by, or under common control with that party. “Control” of a person or entity means the power, directly or indirectly, to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

I. Survival. Any provisions of this Agreement relating to indemnification or to amounts due and payable at the time of termination or expiration shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

J. Sale of Arena Building. If Licensor, at any time during the Term of this Agreement, decides to sell or otherwise transfer all or any part of the Arena Building, Licensor shall promptly notify Licensee in writing, and such sale or transfer shall be subject to this Agreement and Licensees rights hereunder.

K. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties’ intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with the court determination, either party may terminate this Agreement upon 30 days’ prior written notice to the other party.

L. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

M. Effective Date. This Agreement shall be effective August 24, 2015 (the “Effective Date”).

[signatures on following page]

IN WITNESS WHEREOF, each of Licensor and Licensee has caused this Agreement to be executed on its behalf by officials duly authorized therefore as of the date set forth in the first paragraph hereof.

**GRAND RAPIDS – KENT COUNTY
CONVENTION/ARENA AUTHORITY**
“Licensor”

By: _____
Steven Heacock
Chairperson

**CONCOURSE COMMUNICATION
GROUP, LLC**
“Licensee”

By: _____


Its: CFO

M S Benbow & Associates agrees to be bound by the conditions in the above Neutral Host Cellular DAS License Agreement applicable to it including, but not limited to, those in Section 7.

M S BENBOW & ASSOCIATES

By: _____

Its: _____

Dated: _____, 2015

EXHIBIT A
Equipment Space

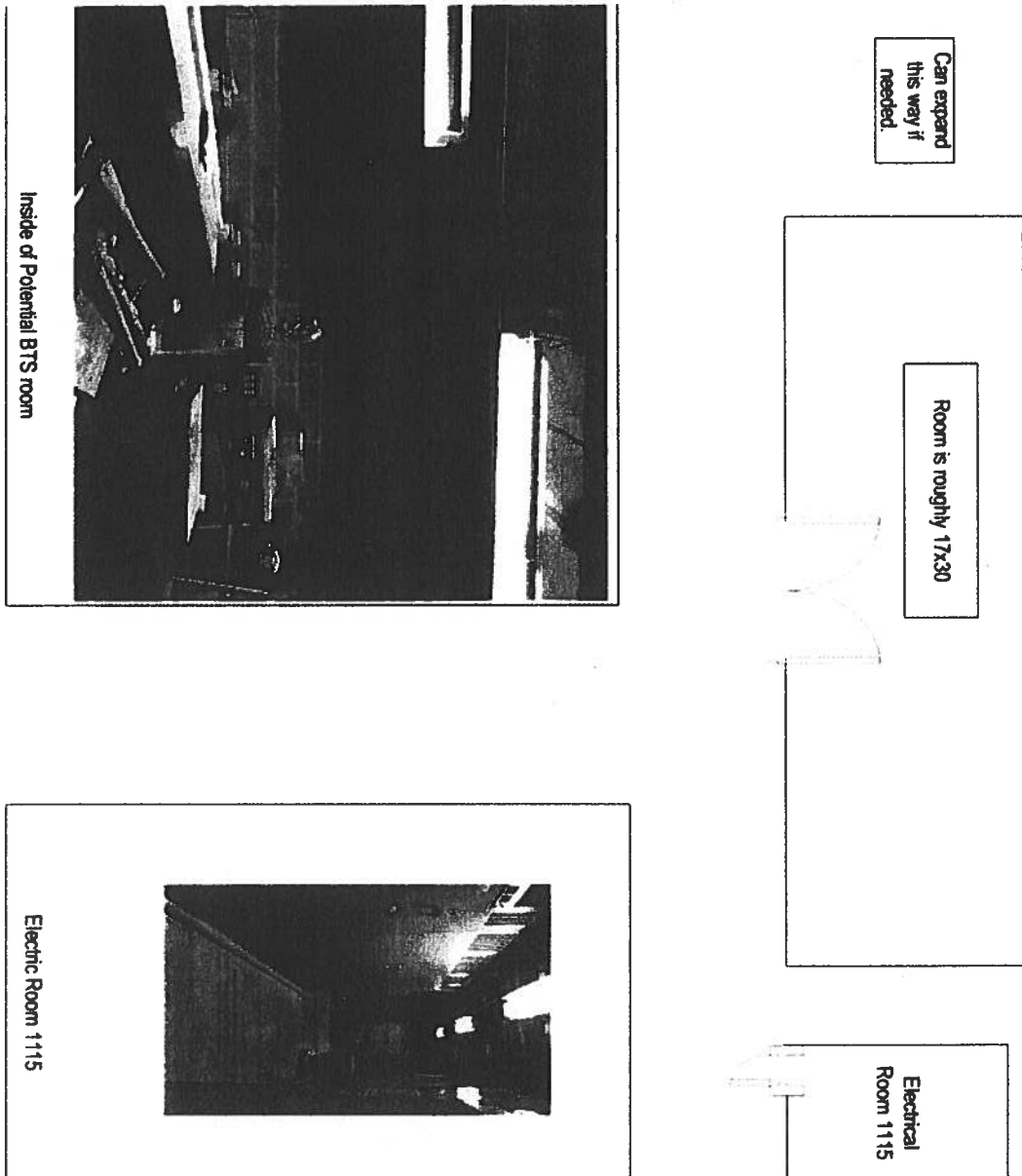


EXHIBIT B

Antenna Spaces

To be replaced by actual approved construction drawings

antenna spaces will be identified in final approved construction plans signed by both Licensor and Licensee.

EXHIBIT C

DAS Technical Standards

1. The Cellular DAS ('DAS') must meet each of the following requirements:

- (a) 95% coverage for the Facilities public areas
- (b) The DAS must be designed taking into account the multi-purpose use of the Arena. The floor configuration will be modified based on the type of event thus the quantity of patrons is dynamic and the DAS must be designed to accommodate the traffic patterns.
- (c) Must be Carrier format neutral and support licensed wireless telephone / data operators in the market where the Arena Building is located independent of wireless frequencies and format used. Upgrades and expansions must be made to accommodate new technologies, if requested by and paid for by the Carriers.
- (d) Must be designed to operate 24 hours a day 365 days a year.
- (e) Must be capable of supporting Cellular & PCS 3G, 4G, AWS, LTE, etc. across multiple frequency bands. The DAS must also be capable of expansion to support new technologies as well as MIMO operation.
- (f) Must not interfere with any other FCC licensed or unlicensed radio frequencies in operation at the Arena Building including Public Safety (including police and fire), internal building operations etc. In the event interference is identified, Licensee must immediately terminate operation on the frequencies suspected to cause the interference until a resolution can be implemented that is satisfactory to Licensor.
- (g) Must use modular architecture.
- (h) Must, before installation, have approval from Licensor as to location of conduits, antenna mounting locations and other infrastructure. Roof or exterior wall penetrations, are prohibited unless approved by Licensor.

All Contractors must be appropriately licensed in the discipline of the Work being performed unless otherwise otherwise agreed by Licensor.

2. Signal Coverage and Reliability

- (a) Active Signal Handling: The DAS must include active (powered) elements that filter and amplify signals to consistently deliver wireless services at the appropriate power levels and must support all requested services. Neutral Host DAS RF Design Criteria: Coverage requirements for agreed upon floor plans and locations shall be 95% of all areas as measured by only those specific Carriers that elect to participate in the DAS. Should a

Carrier, who is an active participant on the DAS, require performance requirements above and beyond those referenced in this section 2(b), Licensee shall use all commercially reasonable efforts to comply with those requests, so long as 1.) the increased performance requirements do not adversely affect the ability for Licensee to support the performance requirements of the DAS and 2.) the cost to implement and operationally support the increased performance requirements shall be the responsibility of the requesting Carrier(s). The initial DAS RF design shall be inclusive of all frequencies and technologies, in use by AT&T, Verizon, Sprint PCS and T-Mobile. The headend must be capable of supporting all technologies, but it doesn't need to be equipped initially if the Carrier elects not to participate in the initial deployment. The DAS shall be dimensioned for all Carriers and technologies with a three (3) year growth projection. Special attention will be given to specific macro parameters as provided by participating Carriers, so as to optimize the hand-offs between the outdoor and indoor cellular networks. Licensee will provide the RF design criteria for each Carrier contemplated to operate on the DAS (Downlink, Uplink, Ec/Io etc.) to Licensor as part of the submittal process.

3. Both the RSSI and Interference requirements of the Carrier(s) that participate in the System, shall be met as part of the final solution, subject to the conditions set forth in this section. Backup Power: The DAS must be designed to have a minimum of 4 hours of backup power capacity from a dedicated generator and an uninterrupted power supply (UPS) if required by the Carrier.

4. Manageability

- (a) End-to-End Visibility: The DAS must provide real time, end-to-end status information from the Head end to the individual active remotes.
- (b) Reporting: The management system must be capable of providing detailed reports for DAS statistics, component outages, operational readings such as power levels, output voltages etc., as applicable and available from the equipment

5. Codes

- (a) The DAS must comply with:
 - i. National Electric Safety Code (National Bureau of Standards)
 - ii. National Electrical Code (National Bureau of Fire Underwriters)
 - iii. Applicable FCC and other applicable federal, state and local regulations and ordinances
 - iv. BICSI Standards

- v. Design Criteria & Construction Standards of Licensor
- vi. International Building Code - latest adopted version
- vii. Life Safety Code

The installation, operation or maintenance of the DAS must not endanger or interfere with the safety of persons or property located at the Arena Building.

6. Inspections

- (a) The DAS shall be inspected by applicable governmental authorities as well as any third party inspectors required by Licensor.

7. Fixtures

- (a) DAS components must not be placed in locations that would interfere with egress, life safety, gas, electric, steam, water or other fixtures Licensor deems as having priority.
- (b) Aesthetics – Licensee shall stealth (with shrouds, paint, or placement) or integrate antennas into architecture of the Arena Building, subject to the reasonable approval of Licensor. All cable shall be installed in conduit and painted to match the aesthetics of the Arena Building.
- (c) Indoor antennas must be suitable for suspended ceilings or walls and shall be of a multi-band configuration. It is acceptable to surface mount antennas in an open ceiling environment and to install surface mount antennas to walls, near ceiling height.
- (d) All antenna mounting locations must be approved by Licensor before any installation.
- (e) All DAS components (antennas, remotes, headend etc.) shall be labeled in accordance with the nomenclature provided in the design drawings. All labels must be permanently affixed and installed in locations where they are clearly visible.
- (f) DAS components must be protected from the physical elements and operations functions in the Arena Building. In locations where equipment is installed in the open or mechanical spaces where splash or water hazards exist, the components must be installed in a suited NEMA protective enclosure.

- (g) The DAS must meet or exceed the most recent version of the Federal Communications Commission Office of Engineering and Technology standards for RF exposure (OET-65). Licensee will provide Licensor with a post construction survey and report.

8. DAS Capacity

The DAS inclusive of the Distributed Antenna System, Basestations, terrestrial or wireless backhaul and MTSO shall be designed and dimensioned for a maximum capacity requirement of 14,000 consisting of patrons and operations personnel.

9. Terrestrial Backhaul

The DAS shall be designed to have adequate terrestrial transport capacity from the Headend at the Arena Building to the Central Office and MTSO. Licensee will advise Licensor of the terrestrial transport capacity.

10. 911 Requirements

The DAS must be capable of supporting 911 services in all the Arena Building as required by the FCC and other governmental agencies having jurisdiction over the provision of 911 services. In addition, Licensee shall use all commercially reasonable efforts to improve upon the accuracy of location services supported by the network, which may be limited by, and or, to the following factors:

- OEM's hardware capabilities

- Design and Architecture efficiency

- Inter-Carrier Technology variances

- Physical size and space limitations within Arena Building/property

Licensee shall present this design to Licensor as part of the submission process.

EXHIBIT D

DAS Operation Standards

1) System Availability

Licensee commits to having all DAS System and related equipment located at the Head-End, Intermediate Distribution locations and remote equipment ("**Locations**") in each zone operational for use by all Carriers at least 99.7% of the time (0.9999 x 24 hours/day x 365 days/year (and 366 days per leap year)). Licensee will follow the procedures outlined in this Agreement to gain timely access to the Locations at the Arena Building where DAS System is installed, as needed, and comply with the Alarm Notification and Resolution Times Matrix set forth in this Exhibit.

2) Operations Requirements

Licensee will maintain a twenty-four (24) hour per day, seven (7) day per week, three hundred sixty-five (365) day per year (and 366 days per leap year) DAS System monitoring center and fault notification phone number which will be provided to Licensor and Benbow upon execution of this Agreement. The fault notification telephone number will be utilized by Licensor, Benbow or a designated party to report system issues and complaints from contractors, patrons or the Arena Building staff. Licensee shall provide and maintain an equipment monitoring system which is satisfactory to all Carriers participating in the Project. The DAS will be remotely monitored by the Licensee personnel using software housed on Licensee's dedicated computer(s) that is connected via an "always on" reliable connection to the head-end equipment. Licensee must provide suitable telecommunications transport service for its equipment to accommodate remote monitoring of the DAS System.

Licensee acknowledges and agrees that time is of the essence in the repair of any service impacting Outages and that Licensee will perform the repairs as expeditiously as possible. Upon Licensee's receipt of a fault or alarm notification, Licensee will perform an initial remote diagnosis within fifteen (15) minutes of the fault or alarm notification and determine the alarm priority according to the Alarm Priority Definitions and Schedule set forth below. In the event Licensee cannot promptly clear the fault or alarm notification within one (1) hour, then Licensee will contact the Director of Operation or any other facilities personnel assigned to help troubleshoot the issue. If Licensee cannot clear the fault after such action, Licensee will perform a site visit unless otherwise specified below. The purpose of the site visit would be to eliminate obvious faults, such as AC power source faults, inadvertently disconnected cables, or similar faults. Upon confirmation of a maintenance related problem, Licensee will provide written notice to Licensor in a timely fashion regarding the root cause of the problem and estimated time to repair. In cases requiring

site visits, a minimum notice period of two (2) hours will be provided to Licensor as specified below:

A) SMG

Attention: Jim Watt, Asst. GM
SMG-DeVos Place/Van Andel Arena
130 Fulton West
Grand Rapids, MI 49503
616.742.6188
jwatt@smggr.com

3) Response Matrix for DAS

Alarm Notification and Resolution Times Matrix

Priority Level	Notification (after alarm received and priority identified)	On Site Arrival Time	Restoration Time (after initial notification)
Critical	< 15 minutes Hourly updates	<1 hour	<4 hours
Major	<15 minutes Updated every 4 Hours	<4 hours	<12 hours
Minor	<1 hour Updated every 8 hours	<8 hours	<24 hours
Warnings	Updated every 24 hours	<24 hours	<72 hours

Definitions

Critical Outage:

Ability to provide service over the DAS System has stopped altogether or more than 20% of the overall coverage has been lost. Critical problems will be worked on a 24 X 7 basis until resolved. Licensor will designate a primary contact to be the liaison to Licensee within 2 hours of the initial notification available on a 24 X 7 basis to assess alternative solutions and discuss DAS System restoration.

Examples: DAS System outage, primary power, generator or battery plant failures, inter-building fiber failure, RF interference or other related event.

Major Outage:

Service is seriously degraded, but DAS System can process traffic over 80% of the network. Major problems will be worked on a 24 x 7 basis until service is restored. Updates will be provided to Licensee at a minimum 4 hour interval.

Minor:

Service is lost at less than 5% the Arena Building. Minor problems will be worked during regular local business hours, but will be resolved in accordance with the timeframe set forth in section 3.

Example – Individual remote, antenna or coax damage or fiber / power infrastructure damage.

Warning:

Problem or incident where users of DAS System can operate on the majority of the System, but a definite problem is identified and will be resolved in accordance with the timeframe set forth in Section 3.

Examples: Single antenna or remote failures.

4) Spares

Licensee will maintain adequate spares in the local market for all Lowest Replaceable Units (LRU) for the Distributed Antenna System,.

5) Maintenance

Licensee will develop and implement a Maintenance program for all aspects of the System inclusive of the DAS System, UPS, power systems, Generator, etc. as applicable. The maintenance program will address all aspects of the Project on a annual basis at a minimum. Copies of all maintenance records will be provided to Licensor within ten (10) business days of the request by Licensor. All maintenance activities must be scheduled with Licensor a minimum of 72 hours in advance of the work beginning.

6) Service Log

Licensee will maintain onsite a service log for all maintenance and repair activities on the DAS System. Licensor will have the right to request copies of the log and backup documentation throughout the term of this Agreement. Licensor will work with Licensee to determine the root cause of recurring failures / outages and will develop plans to mitigate the problem.

7) System Performance

Licensee will provide system performance reports to Licensor upon request, including System uptimes and alarms.

8) Operations Meetings

Licensee and Licensor will meet at a minimum on a bi-annual basis to review the overall performance of the System, discuss System planning, upgrades, and expansions. Licensor has the right to schedule special meetings as needed for major event planning

EXHIBIT E

Preliminary Design

To be replaced by actual approved construction drawing

**The approved preliminary designs of the System will be prepared by Licensee and signed
by both Licensee and Licensor.**

EXHIBIT F
Blackout Dates

VAN ANDEL ARENA® WEEKLY

[illegible]

DEVOS-PLACE

WEEKLY - Updated 8/28/15

ROUTINE MAINTENANCE FOR DEVOS PLACE

Through Sept 10

*Sept 1-4 – Grand Gallery areas east and west exterior
Subject to change based on weather conditions etc.*

American Red Cross Blood Mobile During ArtPrize

Sept. 25 Van Andel Arena, Sept. 26 DeVos Place
Oct. 3 DeVos Place, Oct. 9 Van Andel Arena



ARTPRIZE ArtPrize 2015

September 23 – October 11, 2015
DeVos Place and Van Andel Arena Venue hours:
Mon-Thurs 9:00am-8:00pm
Fri & Sat 9:00am-10:00pm
Sunday 12:00pm-6:00pm

September 2015

DATE	EVENT	ROOM	TIME	FUNCTION	EC	EST ATTEND
TUES. SEP 1	Firefighter Exam	Ballroom B and Pre-Function	7:00am 8:30pm 1:15pm 5:00pm	Client Arrival First Test Second Test Client Departure	RH	781
	IATSE Education & Safety Committee	Grand Gallery Overlook E, F Grand Gallery Overlook GH	8:00am 9:00am – 5:00pm 5:30pm	Client Arrival / Setup Training Client Departure	AC	50
	DEVOS PLACE AWARD WINDOW WASHING	GRAND GALLERY AREAS EAST AND WEST EXTERIOR	ALL DAY	WINDOW WASHING AND SPIDER TREATMENTS FOR DEVOS PLACE AS A TOTAL DATE RANGE	RW	
WED. SEP 2	DEVOS PLACE AWARD WINDOW WASHING	GRAND GALLERY AREAS EAST AND WEST EXTERIOR	ALL DAY	WINDOW WASHING AND SPIDER TREATMENTS FOR DEVOS PLACE	RW	

EH A-C = Exhibit Halls A-C GG A-F = Grand Gallery Meeting Rooms A-F
BALL A-D = Ballroom A-D RO A-F = River Overlook A-F

GG O A-H = Overlook Meeting Rooms A-H
MON A-D = Monroe Meeting Rooms

DVPH = DeVos Performance Hall

DEVOSPLACE

WEEKLY - Updated 8/28/15

			Ballroom side dock	ALL DAY	AS A TOTAL DATE RANGE	
	Loading Dock Concrete Repair		Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW
THURS. SEP 3						
	DEVOS PLACE AWARD WINDOW WASHING		GRAND GALLERY AREAS EAST AND WEST EXTERIOR	ALL DAY	WINDOW WASHING AND SPIDER TREATMENTS FOR DEVOS PLACE AS A TOTAL DATE RANGE	RW
	Loading Dock Concrete Repair		Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW
FRI. SEP 4						
	DEVOS PLACE AWARD WINDOW WASHING		GRAND GALLERY AREAS EAST AND WEST EXTERIOR	ALL DAY	WINDOW WASHING AND SPIDER TREATMENTS FOR DEVOS PLACE AS A TOTAL DATE RANGE	RW
	Loading Dock Concrete Repair		Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW
SAT. SEP 5						
	Loading Dock Concrete Repair		Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW
SUN. SEP 6						
	Loading Dock Concrete Repair		Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW
MON. SEP 7						
	Loading Dock Concrete Repair		Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW
TUES. SEP 8						
	MAINTENANCE		EH ABC GG GG ABCDEF	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	WINDOWS/MAINT WINDOWS/MAINT WINDOWS/MAINT	RW
	Loading Dock Concrete Repair		Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW

DEVOS-PLACE

WEEKLY - Updated 8/28/15

WED. SEP 9	MAINTENANCE	EH ABC GG GG ABCDEF	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	WINDOWS/MAINT WINDOWS/MAINT WINDOWS/MAINT	RW	
	Loading Dock Concrete Repair	Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW	
THURS. SEP 10 MOD -Chris	MAINTENANCE	EH ABC GG GG ABCDEF	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	WINDOWS/MAINT WINDOWS/MAINT WINDOWS/MAINT	RW	
	JERRY SEINFELD	DVPH	8:00AM-12:00PM 7:00PM-8:30PM 9:30PM-11:00PM	MOVE IN PERFORMANCE PERFORMANCE	AK	
	Loading Dock Concrete Repair	Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW	
FRI. SEP 11 MOD -Chris	WEST MICHIGAN MOM'S SALE	EH A EHA PREF	8:00AM-11:59PM 8:00AM-11:59PM	SETUP MOM'S SALE	MIK	
	2015 CITY MANAGERS MEETINGS	GG A	8:00AM-11:59PM	MEETING	AC	
	Loading Dock Concrete Repair	Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW	
SAT. SEP 12 MOD -Kathy	WEST MICHIGAN MOM'S SALE	EH A EHA PREF	8:00AM-11:59PM 8:00AM-11:59PM	EXHIBITS MOM'S SALE	MIK	
	Loading Dock Concrete Repair	Ballroom side dock	ALL DAY	-Ballroom side dock repair from 9/2-9/12. This side I believe had the most repairs	RW	
SUN. SEP 13	MEIJER VENDOR SUMMIT	BALL ABCD	8:00AM-11:59PM	AV MOVE-IN/SETUP	MIK	
MON. SEP 14	MEIJER VENDOR SUMMIT	BALL A COAT BALL ABCD BALL D COAT BUSCTR CHASE EH C EH C STOR EHC PREF GG AB GG CDEF GGO AB GGO CD GGO EF	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	STORAGE SETUP STORAGE OFFICE SETUP SETUP STORAGE REGISTRATION SETUP SETUP SETUP SETUP	MIK	

WEEKLY - Updated 8/28/15

[illegible]

EH A-C = Exhibit Halls A-C
BALL A-D = Ballroom A-D
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RO A-F = River Overlook A-F
GG O A-H = Overlook Meeting Rooms A-H
MON A-D = Monroe Meeting Rooms
DVPH = DeVos Performance Hall

DEVOSPLACE

WEEKLY - Updated 8/28/15

MOD -Todd	FORUM	CHASE EH A EH BC GG ABCDEF GGO AB GGO CD GGO EF GGO GH RO AB RO CD RO EF	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM			
	GRS Classical I: Romeo & Juliet	RECITAL DVPH	7:00MP - 7:30PM 8:00PM - 10:00PM	UPBEAT PERFORMANCE	JH	
SAT. SEP 19 MOD -Eddie	2015 USA CANADA LIONS LEADERSHIP FORUM	BALL ABCD CHASE EH A EH BC GG ABCDEF GGO AB GGO CD GGO EF GGO GH MON ABCD PATIO RO AB RO CD RO EF	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	CONVENTION	ES	
	GRS Classical I: Romeo & Juliet	RECITAL DVPH	7:00PM- 7:30PM 8:00PM -10:00PM 10:00PM -12:00AM	UPBEAT PERFORMANCE MOVE OUT	JH	
SUN. SEP 20 MOD - Jim	16TH ANNUAL SUBSTANCE USE DISORDER-CO-OCCURRING CONFERENCE	BALL C	8:00AM-11:59PM	EXHIBIT SET UP	AC	
MON. SEP 21	16TH ANNUAL SUBSTANCE USE DISORDER-CO-OCCURRING CONFERENCE	BALL AB BALL C BALL D BALL D COAT BUSCTR GG ABCDEF GGO AB GGO CD GGO EF GGO GH RO A SECCHIA	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	PLENARY/MEALS EXHIBITS BREAKOUTS OFFICE/STORAGE OFFICE/STORAGE BREAKOUTS BREAKOUTS BREAKOUTS BREAKOUTS SUNFLOWER ROOM SUBSTANCE USE CONFERENCE	AC	
	SYSCO FOOD SHOW	EH B EH C	8:00AM-11:59PM	SETUP	ES	

DEVOSPLACE

WEEKLY - Updated 8/28/15

			EH C STORAGE EHC PRE FUNC	8:00AM-11:59PM 8:00AM-11:59PM	STORAGE/OFFICE ENTRANCE		
	BGR PRESENTS NEWSIES		DVPH MON ABCD RECITAL	8:00AM-12:00AM 8:00AM-12:00AM	MOVE IN	AK	
TUES. SEP 22 MOD -Rod	16TH ANNUAL SUBSTANCE USE DISORDER-CO-OCCURRING CONFERENCE		BALL AB BALL C BALL D BALL D COAT BUSCTR GG ABCDEF GGO AB GGO CD GGO EF GGO GH RO A SECCHIA	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	PLENARY/MEALS EXHIBITS BREAKOUTS OFFICE/STORAGE OFFICE/STORAGE BREAKOUTS BREAKOUTS BREAKOUTS BREAKOUTS SUNFLOWER ROOM CONFERENCE	AC	
	SYSO FOOD SHOW		EH B EH C EH C STORAGE EHC PRE FUNC	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	SHOW STORAGE/OFFICE ENTRANCE	ES	
	BGR PRESENTS NEWSIES		DVPH MON ABCD RECITAL	8:00AM-5:00PM 7:30PM 8:00AM-11:59PM 8:00AM-11:59PM	MOVE IN PERFORMANCE	AK	
WED. SEP 23 MOD -Eddie	PHARMACY CONFERENCE		RO AB RO CD RO EF RO LOBBY	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	SET UP/EVENT SET UP/EVENT SET UP/EVENT EXHIBITOR SET UP	CR	
	9-23-24 MSU ALUMNI AND DONOR RELATIONS EVENT		BALL CD BALL CD PRE F BALL D COAT	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	SETUP MSU EVENT MSU OFFICE	RH	
	SPECTRUM HEALTH EXECUTIVE PLANNING SESSION		CHASE	8:00AM-11:59PM	PLANNING SESSION		
	ArtPrize 2015 Opening Reception		Skywalk	Evening	ArtPrize 2015 Opening Reception		
	BGR PRESENTS NEWSIES		DVPH MON ABCD RECITAL	7:30PM 8:00AM-11:59PM 8:00AM-11:59PM	PERFORMANCE	AK	
THURS. SEP 24 MOD -Todd	GREAT LAKES ASSOCIATION OF ORTHODONTISTS ANNUAL SESSION		BALL AB GGEF BUS CNTR	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	SETUP SETUP OFFICE	AC	

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	PHARMACY CONFERENCE	CHASE RO AB RO CD RO EF RO LOBBY	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	MEETINGS MEETINGS MEETINGS EXHIBITS	CR	
	9-23-24 MSU ALUMNI AND DONOR RELATIONS EVENT	BALL CD BALL CD PRE F BALL D COAT	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	MSU EVENT MSU EVENT MSU OFFICE	RH	
	BGR PRESENTS NEWSIES	DVPH MON ABCD RECITAL	7:30PM 8:00AM-11:59PM 8:00AM-11:59PM	PERFORMANCE	AK	
FRI. SEP 25 MOD - Jim	GREAT LAKES ASSOCIATION OF ORTHODONTISTS ANNUAL SESSION	BALL A-D SECCHIA LOBBY BUS CNTR CHASE GG ABC GG DEF	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	EXHIBITS/LUNCH RECEPTION OFFICE ABO LUNCH SESSION SESSION	AC	
	BRIDAL SHOW OF WEST MICHIGAN	EH A EHA PRE FUNC	8:00AM-11:59PM 8:00AM-11:59PM	EXHIBITS BRIDAL SHOW	ES	
	BGR PRESENTS NEWSIES	DVPH MON ABCD RECITAL	8:00PM 8:00AM-11:59PM 8:00AM-11:59PM	PERFORMANCE	AK	
SAT. SEP 26 MOD -Lynne	GREAT LAKES ASSOCIATION OF ORTHODONTISTS ANNUAL SESSION	BALL A-D SECCHIA LOBBY BUS CNTR CHASE GG ABC GG DEF	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	EXHIBITS/LUNCH RECEPTION OFFICE PRES LUNCHEON SESSION SESSION	AC	
	BRIDAL SHOW OF WEST MICHIGAN	EH A EHA PRE FUNC	8:00AM-11:59PM 8:00AM-11:59PM	SET UP/EXHIBITS BRIDAL SHOW	ES	
	American Red Cross Blood Drive	Blood Mobile	TBD	American Red Cross will be hosting a blood mobile during ArtPrize on 4 dates. Sept 25 Van Andel Arena and Sept 26 DeVos Place Oct. 3 DeVos Place and Oct. 9 at Van Andel Arena		
	BGR PRESENTS NEWSIES	DVPH MON ABCD RECITAL	2:00PM 8:00PM 8:00AM-11:59PM 8:00AM-11:59PM	PERFORMANCE PERFORMANCE	AK	
SUN. SEP 27 MOD -Rod						

EH A-C = Exhibit Halls A-C GG A-F = Grand Gallery Meeting Rooms A-F
BALL A-D = Ballroom A-D RO A-F = River Overlook A-F

GG O A-H = Overlook Meeting Rooms A-H DVPH = DeVos Performance Hall
MON A-D = Monroe Meeting Rooms

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	BGR PRESENTS NEWSIES	DVPH MON ABCD RECITAL	1:00PM 6:30PM 8:00AM-11:59PM 8:00AM-11:59PM	PERFORMANCE PERFORMANCE	AK
MON. SEP 28	FALL 2015 JOINT PROVIDERS/SURVEYOR TRAINING	BALL ABCD BALL D COAT BUSCTR	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	SET UP STORAGE OFFICE	RH
	Safety Training	Monroe A	TBD	Safety Training	RW
TUES. SEP 29 MOD -Lynne	FALL 2015 JOINT PROVIDERS/SURVEYOR TRAINING	BALL ABCD BALL D COAT BUSCTR GG ABCDEF	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	GENERAL SESSION STORAGE OFFICE BREAK OUTS	RH
	Safety Training	Monroe A	TBD	Safety Training	RW
	CHRIS ANGEL PRESENTS THE SUPERNATURALISTS	DVPH	8:00AM-11:59PM	PERFORMANCE	AK
WED. SEP 30 MOD -Kathy	STATE POLICY NETWORK CIGAR RECEPTION	BALL C PRE FUNC. PATIO	8:00AM-11:59PM 8:00AM-11:59PM	RECEPTION RECEPTION	MK
	Safety Training	Monroe A	TBD	Safety Training	RW
	CHRIS ANGEL PRESENTS THE SUPERNATURALISTS	DVPH	8:00AM-11:59PM	PERFORMANCE	AK