

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment (the "Fourth Amendment") is made and entered into effective as of May 19, 2022, (the "Effective Date"), by and among the CITY OF RENO, NEVADA, a municipal corporation (the "City"), the RENO-SPARKS CONVENTION & VISITORS AUTHORITY, a political subdivision of the County of Washoe, State of Nevada (the "RSCVA"), and the UNITED STATES BOWLING CONGRESS, INC., a Wisconsin nonprofit corporation (the "USBC"). The City, the RSCVA and the USBC are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party."

R E C I T A L S

A. The City, the RSCVA and the USBC are parties to that certain Agreement dated as of June 13, 2012, as amended by that certain First Amendment dated February 11, 2014 and as amended by that certain Second Amendment dated January 7, 2015 and as amended by that certain Third Amendment dated November 6, 2020 (the "Agreement"), whereby the USBC agreed to sponsor and conduct national bowling tournaments at the National Bowling Stadium in Reno, Nevada (the "NBS"), all on the terms and conditions as set forth in the Agreement. Capitalized terms not otherwise defined in this Fourth Amendment shall have the meaning ascribed to them in the Agreement, as amended hereby.

B. The Parties desire to amend the Agreement to revise: (i) the USBC obligations in regard to the number and types of Tournaments to be held at the NBS; (ii) the dates for the Tournaments which are to be held at the NBS; (iii) the site fee to be paid from the RSCVA to the USBC on account of each Tournament; (iv) the schedule for completion of the Facility Upgrades and Renovations to be performed by the RSCVA; and (v) other matters properly related thereto.

C. The Parties are entering into this Fourth Amendment for the purpose of amending the Agreement as set forth above.

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the RSCVA and the USBC hereby agree as follows:

1. Recitals. The foregoing Recitals are hereby acknowledged by the City, the RSCVA and the USBC as true and correct and are incorporated herein by this reference.

2. Term. Section 2.5.1 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 2.5.1.

2.5.1 Term. The term of this Agreement shall commence upon November 1, 2012 (the "Commencement Date") and end on the conclusion of the Open Tournament in 2032 (the "Term"), unless sooner terminated as provided in this Agreement.

3. Number of Tournaments. Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 5.1.

5.1 Number of Tournaments at NBS. For the years 2021 through 2032, USBC agrees that it will conduct not less than seven (7) Tournaments, at least four (4) of which shall be an Open Tournament. The Tournaments at the NBS shall occur according to the following schedule:

Year	Tournament Type
2021	Women's Tournament
2023	Open Tournament
2025	Women's Tournament
2026	Open Tournament
2029	Open Tournament
2030	Women's Tournament
2032	Open Tournament

In the event the USBC is unwilling to conduct the seven (7) Tournaments at the times as set forth in this Section 5.1, the USBC shall be deemed in default and the USBC agrees that it will pay to the RSCVA an amount equal to Two Million Dollars (\$2,000,000.00) as liquidated damages for each Open Tournament it fails to conduct and One Million Dollars (\$1,000,000.00) for each Women's Tournament that it fails to conduct according to the foregoing schedule ("Liquidated Damages"); provided, however, in the event a particular Tournament becomes economically unviable, as determined by the USBC, and is cancelled by the USBC and neither the USBC nor any affiliated or related entity, wholly or partially owned or controlled by USBC, holds the cancelled Tournament, or any iteration thereof, whether in whole or in part, at any other venue during the calendar year in which the cancelled Tournament was to be held at the NBS, the above Liquidated Damages amounts for the economically unviable cancelled Tournament (whether an Open Tournament or a Women's Tournament) shall be decreased to Zero Dollars (\$0.00). The amount of any Liquidated Damages owed by USBC shall be reduced by any amounts owed to USBC by RSCVA or the City.

4. Site Fee. Exhibit B is hereby deleted and replaced with the new Exhibit B attached hereto as Attachment 1.

5. Facility Upgrades and Renovations. Subsection 2.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following new subsection 2.3.1.

2.3.1. RSCVA and the CITY shall complete the following upgrades and renovations ("**Facility Upgrades and Renovations**"), to the NBS on or before the following agreed-upon completion dates:

Facility Upgrades and Renovations

Description of Improvement	Completion Deadline
Refurbish exterior of the NBS	February 1, 2023
Replace score projectors with modern sports arena scoreboards.	February 1, 2023
Removal and Replacement of seventy-eight (78) bowling lanes on the fourth floor of NBS	January 1, 2029
Removal and Replacement of ten (10) bowling lanes on the first floor of NBS	January 1, 2029

RSCVA shall (i) consult with the USBC regarding the plans and specifications for the Facility Upgrades and Renovations, (ii) complete construction of the Facility Upgrades and Renovations on or before the dates set forth above, and (iii) accommodate and incorporate USBC's input and requests concerning plans and specifications for the Facility Upgrades and Renovations, to the extent possible. When finalized such plans and specifications shall be provided to USBC. If the Facility Upgrades and Renovations are not constructed in accordance with such plans and specifications, USBC shall be entitled to terminate this Agreement if the non-conformity is material to USBC's Tournament operations. In addition, all Facility Upgrades and Renovations shall be completed in a good and workmanlike manner in accordance with the plans and specifications in compliance with all building codes and regulations applicable to the NBS. RSCVA shall obtain all permits or certificates as are necessary for USBC's occupancy of the NBS and the Premises following completion of any Facility Upgrades and Renovations.

6. Funding. Subsection 2.3.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following new subsection 2.3.2(a).

(a) Commencing upon the Effective Date of this Agreement and until such time as all Facility Upgrades and Renovations are completed in accordance with this Agreement, the CITY shall dedicate and apply a minimum of fifty percent (50%) of the Surcharge proceeds for completion of the Facility Upgrades and Renovations (such 50% referred to as the "**Dedicated Surcharge Proceeds**"). The CITY and RSCVA shall not otherwise pledge, apply or encumber the Dedicated Surcharge Proceeds for purposes other than the Facility Upgrades and Renovations until such time as all Facility Upgrades and Renovations are completed in accordance with this Agreement. The CITY agrees to pursue the legal authority to encumber or pledge Dedicated Surcharge Proceeds in good faith, and further agrees that if and when such authority is granted, the CITY shall grant USBC a first position security interest in the Dedicated Surcharge Proceeds during the Term hereof until such time as the Facility Upgrades and Renovations are completed in accordance with this Agreement. Nothing in this Agreement shall restrict use of any Surcharge proceeds other than the Dedicated Surcharge Proceeds.

7. Lineage Fee. Section 4.1 of the Agreement is hereby amended to the extent necessary to provide that the Lineage Fee for all Tournaments the held after Effective Date hereof, shall be Two and No/100ths Dollars (\$2.00).

8. Section 8 of the Second Amendment is hereby deleted in its entirety.

9. Control of NBS and Premises. Section 6.1 of the Agreement is hereby amended to include Subsection 6.1 (a) as follows:

6.1 (a) RSCVA shall not allow permanent signage or advertising in the premise for any bowling related brands, products, events, or manufacturers during Occupancy Period.

10. Counterparts and Delivery of Signatures. This Fourth Amendment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and/or electronically delivered signatures are permissible and shall be binding for purposes of this Fourth Amendment.

11. Binding Effect. This Fourth Amendment shall be binding upon, and inure to the benefit of, the parties hereto, and their respective personal and legal representatives, heirs, executors, administrators, successors, and assigns.

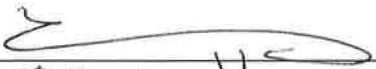
12. Ratification of Remaining Terms and Conditions. Any and all terms and provisions of the Agreement that are inconsistent or in conflict with the terms and provisions of

this Fourth Amendment are hereby amended to be consistent with the terms and provisions contained herein. As modified herein, all of the terms and provisions of the Agreement are hereby ratified and affirmed in all respects.

The parties have executed this Fourth Amendment and caused the same to be duly delivered on their behalf effective as of the Effective Date.

RSCVA

RENO-SPARKS CONVENTION AND VISITORS AUTHORITY, a political subdivision of the County of Washoe, State of Nevada

By: 
Name: Charles Harris
Its: President / CEO

USBC

UNITED STATES BOWLING CONGRESS, a Wisconsin nonprofit corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

CITY

CITY OF RENO, NEVADA, a municipal corporation

By: _____
Name: _____
Its: _____

ATTACHMENT 1

[see attached]

EXHIBIT B

Site Fee Payment

For all Tournaments held pursuant to the terms of the Agreement, RSCVA hereby agrees to pay to the USBC a site fee in an amount equal to Thirty and No/100ths Dollars (\$30.00) per each Unique Team Bowler participating in the subject Tournament (the “Site Fee”).

As used herein, the term “Unique Team Bowler” shall mean an individual bowling for a team of bowlers consisting of four or five individuals that each bowl a score at a Tournament exclusively for their team. If any member of a team participates on another team during the Tournament, that bowler will not be considered a Unique Team Bowler, and will not be counted for the purpose of calculating the Site Fee.

The RSCVA agrees to pay the Site Fee in full to the USBC within thirty (30) days following the completion of each Tournament.

In consideration of the foregoing, the USBC shall allow the RSCVA access to each Unique Team Bowler that participates in any of the Tournaments for the purpose of allowing the RSCVA to conduct a survey regarding which hotel property, if any, each such Unique Team Bowler stayed at while participating in the subject Tournament (the “Bowler Surveys”). The RSCVA shall be entitled to conduct the Bowler Surveys at such times and places as the USBC and RSCVA mutually agree, which such time and place shall not unreasonably interfere with the subject Tournament. The Bowler Surveys may be conducted in any manner deemed appropriate or desirable by the RSCVA, including, but not limited to, face to face surveys by employees or agents of the RSCVA. The USBC shall cooperate fully with the RSCVA in regard to the Bowler Surveys and shall not in any way interfere with or hinder the RSCVA’s ability to conduct the Bowler Surveys. The USBC acknowledges that the Bowler Surveys are necessary to enable the RSCVA to receive reimbursement of a portion of the Site Fee from third parties and that if the USBC interferes with or prevents the RSCVA from conducting the Bowler Surveys, the RSCVA will suffer economic damages as a result.