

Exhibit G

Operating Benchmarks

A. **Benchmarks.** The chart attached hereto as Exhibit G-1 ("Benchmark Chart") sets forth the operating Benchmarks for Benchmark Years 1 through 7. For subsequent Benchmark Years, the Benchmarks shall be the same as those established for Benchmark Year 7. The Benchmarks may be amended only by written agreement signed by the County and Operator. A Benchmark Year shall mean a calendar year, with the first Benchmark Year commencing on the January 1 immediately following the Commencement Date (which is expected to occur in the latter half of 2013). The Benchmark Chart shows the following six (6) "Benchmark Categories," each with a weighting factor and with the weighting factors for the six Benchmark Categories totaling 1.00: (1) Exhibit Hall Events (including Trade Shows, Consumer Shows and Conventions); (2) Other Convention Center Events; (3) Attendees (All Facility Events); (4) Convention Center Occupancy (all Convention Center Events), (5) Hotel Room Nights, and (6) Medical Mart Occupancy. As used in the Benchmark Categories, "Convention Center" shall mean the Convention Center Facilities as defined in this Agreement, and "Medical Mart" and "Facility" shall have the same meanings as defined in this Agreement.

Operator shall track the Benchmarks and shall employ such methods for measuring and recording the Benchmarks as are customarily used in the convention center and, as applicable, office building management industries. Positively Cleveland shall assist in the tracking and reporting on Hotel Room Nights.

B. **Performance Measurement.** Operator's Benchmark performance for the application of each Benchmark Remedy shall be measured for the relevant Measurement Period by the weighted average achievement of the Benchmarks in the six (6) Benchmark Categories, (the "Benchmark Performance Average"). The Benchmark Performance Average shall be calculated by multiplying the percentage of performance in each Benchmark Category by the Factor; each such product to be totaled with the total expressed as a percentage. Performance achievement in excess of 100% in any one or more Benchmark Categories will be included in the calculation of the Benchmark Performance Average. Benchmark performance is measured retrospectively by calculating the Benchmark Performance Average for the immediately preceding Measurement Period, and the Benchmark Remedies are applied currently, as more fully described below. Without limitation on other reporting obligations of Operator under this Agreement, for purposes of the application of the Benchmark Remedies described in this Exhibit G, Operator shall report the Benchmark Performance Average for the respective Measurement Period within forty-five (45) days after the end of such Measurement Period. Such report shall include Operator's certification as to whether the Benchmark Performance Average for the respective Measurement Period equals or exceeds 100%.

C. **Benchmark Remedies.** There are three (3) "Benchmark Remedies" available to the County at different intervals as set forth below:

(1) **Escalation Factor Remedy:** The County may direct that the increase in Supplemental Payment for the current Benchmark Year be deposited into the Targeted Escrow to

be disbursed in accordance with the Targeted Plan. This Benchmark Remedy is available every Benchmark Year commencing with the third Benchmark Year (expected to commence January 1, 2016) in which the Benchmark Performance Average for the Measurement Period is less than 100%. The Measurement Period for this Benchmark Remedy is the immediately preceding Benchmark Year, except that for the first application of this Benchmark Remedy, the Measurement Period is the first two (2) Benchmark Years. If this Benchmark Remedy is applied in consecutive years, then the amount of the Supplemental Payment deposited into the Targeted Escrow shall reflect the compounded effect for the current Benchmark Year of the Escalation Factor for the preceding Benchmark Year(s) for which this Benchmark Remedy was also applied. The funds deposited into the Targeted Escrow pursuant to this Benchmark Remedy share the same Escrow Cap as set forth for the Intermediate Escrow Remedy.

(2) Intermediate Escrow Remedy: The County may direct that up to One Million Dollars (\$1,000,000.00) from the Supplemental Payment for the current Benchmark Year be directed into the Targeted Escrow to be disbursed in accordance with the Targeted Plan. This Benchmark Remedy is available once every two Benchmark Years in which the Benchmark Performance Average for the Measurement Period is less than 100%, commencing with the third Benchmark Year. The Measurement Period for this Benchmark Remedy is: the first two (2) Benchmark Years for the first Measurement Period; the first four (4) Benchmark Years for the second Measurement Period; and thereafter, a rolling five (5)-year period consisting of the immediately preceding five (5) Benchmark Years. The amount of Supplemental Payment that may be directed into the Targeted Escrow pursuant to this Benchmark Remedy is proportional to the shortfall in Benchmark performance, with \$33,333 to be deposited for each one percentage (1%) that the Benchmark Performance Average is below 100%. The maximum amount that may be directed by the County to the Targeted Escrow under this Benchmark Remedy and under the Escalation Factor Remedy, combined, in any period of two Benchmark Years is One Million Dollars (\$1,000,000.000) ("Escrow Cap").

(3) Termination Remedy: The County may terminate the Operating Agreement (and in such event Section 3.4 of this Agreement shall be applicable) if the Benchmark Performance Average for the Measurement Period is less than 90% by delivery of a written termination notice delivered within ninety (90) days after the Benchmark Performance Average is reported for the respective Measurement Period. The Measurement Period for this Benchmark Remedy is the immediately preceding five (5) Benchmark Years. This Benchmark Remedy is first available after the completion of the first five (5) Benchmark Years; and thereafter every two (2) Benchmark Years.

D. Targeted Sales/Marketing/Improvement Plan.

(1) Within seventy-five (75) days after each Measurement Period in respect of which the Escalation Factor Remedy or the Intermediate Escrow Remedy is available to the County based on the Benchmark Performance Average for such Measurement Period, Operator shall submit to the County a targeted sales/marketing/improvement plan for action during the current and subsequent Benchmark Year designed to improve Benchmark performance, including a budget in the amount of the funds to be directed for such purpose pursuant to the applicable Benchmark Remedy or Remedies (the "Targeted Plan"). The Targeted Plan shall consider a list of specific proposed actions with regard to sales and marketing efforts, improvements to the

operations and amenities of the Facility, and incentives to prospective show producers, exhibitors and tenants of the Facility, all designed to assist Operator in achieving the Benchmarks. The Targeted Plan shall, among other things, identify targeted Trade Shows, Consumer Shows, Conventions and other events and a schedule for meeting individuals in charge of such targeted events. The County shall have the right to approve the Targeted Plan, which approval shall not be unreasonably withheld. Operator shall provide to the County any additional documentation that the County reasonably requests in order to evaluate the scope and viability of the Targeted Plan. If the County, based upon the recommendations of its convention center consultant, does not approve the Targeted Plan, then the County shall state in writing the reasons for its objections and Operator shall revise the Targeted Plan to take into account those objections. The County shall withhold the applicable amount under the Escalation Factor Remedy and the Intermediate Escrow Remedy from the Supplemental Payment for the current Benchmark Year and deposit such funds into a separate escrow account ("Targeted Escrow") to be used by Operator to fund the activities required under Targeted Plan.

E. Definitions. As used in this Exhibit and the attached charts, the following terms shall have the meanings ascribed below:

Attendees. The number of attendees at all Convention Center Events and all events and functions at the Medical Mart (excluding showroom tenants under leases or similar Use Agreements).

Conferences/Meetings: These types of events are typically held by associations, professional groups, other membership organizations, and educational institutions. These events do not usually require exhibit space, but otherwise their facility demands are similar to those of conventions—such as meeting space for general sessions, food service facilities, and breakout rooms.

Consumer Shows: Consumer shows are exhibit-based shows that are typically open to the general public and generally draw primarily from the local area. These events tend to charge a nominal admission fee for entry and normally do not generate substantial levels of overnight visitation. "County Events," as defined in this Agreement and referred to in Section 4.4 of this Agreement will generally be considered Consumer Shows, but in any event will come within the Benchmark category of "Exhibit Hall Events."

Conventions: Conventions are events consisting of an assembly of people who specialize in one particular area of interest, produced by professional or non-professional organizations. A convention is generally a meeting event with some exhibition needs. Most conventions tend to rotate among destinations within a defined regions (i.e., international, national, regional or state).

Convention Center Events: All events held at the Convention Center Facilities, including the two Benchmark Categories of Exhibit Hall Events and Other Convention Center Events.

Convention Center Occupancy: Convention Center Occupancy is calculated as the ratio of occupied square foot days (OSFD) to available square foot days (AFSD) in the Convention Center Facilities, based on the square footage of space occupied, rented or licensed during the relevant period for all Convention Center Events as a percent of the total square footage of space

in the Convention Center Facilities available for such occupancy, rental or license. OSFD is calculated as the product of the square footage of space occupied, rented or licensed for Convention Center Events and the number of days (including move in/move out) that Convention Center Events take place. ASFD is calculated as the product of total space in the Convention Center Facilities available for occupancy, rental or license for Convention Center Events and 365 days (when measured for a one year period) or other applicable number of days (when measured for more than a one-year period).

Exhibit Hall Events: Trade Shows, Consumer Shows, Conventions and other events that utilize the exhibit hall in the Convention Center Facilities.

Hotel Room Night: Hotel Room Night is a statistical measurement of occupancy whereby one hotel room occupied for one night equals one hotel room night. For example, one person staying for three nights generates three hotel room nights. Two people staying in the same room for three nights would also generate three hotel room nights. Five people staying in separate rooms for one night would generate five hotel room nights.

Local Events: These types of events include festivals, reunions, graduations, receptions, banquets, seminars and meetings where the attendees generally come from Cuyahoga County or one of the six counties contiguous to Cuyahoga County (i.e., Lake, Geauga, Summit, Portage, Medina and Lorain Counties).

Medical Mart Occupancy: Average percentage occupancy of rentable square footage in the Medical Mart under lease or other Use Agreement over a specified period.

Other Convention Center Events: Events held at the Convention Center Facilities other than those events that fall within the first Benchmark Category of Exhibit Hall Events. Other Convention Center Events include, without limitation, Conferences/Meetings, Local Events, corporate events, banquets, proms, graduations, dances, festivals, film projections, exams and other such uses.

Trade Shows: Trade Shows are events specializing in one particular area of interest or trade, composed primarily of exhibits with limited technical/educational sessions. The events are not typically open to the general public and a registration fee for participants is usually imposed. Some tradeshow rotate among destinations, while others tend to remain fixed in a particular community.

Exhibit G-1

Benchmark Chart

	<i>Factor</i>	Years 1-2 Cumulative	Year 3	Year 4	Year 5	Year 6	Year 7+
Exhibit Hall Events (All trade and consumer shows, conventions, etc. that utilize Convention Center exhibit hall space)	0.25	45	26	30	34	38	43
Other Events (Conferences, meetings, banquets and other events that do not utilize exhibit hall space)	0.10	100	61	67	68	71	72
Attendees (All Facility events)	0.20	252,500	151,250	172,000	185,000	198,500	214,500
Convention Center Occupancy (All convention center events)	0.15	20%	25%	28%	30%	33%	35%
Hotel Room Nights	0.10	58,523	30,983	32,130	33,278	33,278	33,278
Medical Mart Occupancy	0.20	82.9%	82.9%	82.9%	82.9%	82.9%	82.9%