

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
(Engagement of AD DORA LLC to provide management and operations of the Arena District
Designated Outdoor Refreshment Area)

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("First Amendment") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF COLUMBUS**, an Ohio municipal corporation, by and through its Directors of the City's Department of Development, Department of Public Service, Department of Public Safety and Department of Parks and Recreation (collectively, the "City") with an address of 77 N. Front St., Columbus, OH 43215 (the "City"), and **AD DORA LLC**, an Ohio Limited Liability Company, with a mailing address of 375 N. Front Street, Suite 200, Columbus, Ohio 43215 ("the **Manager**"). Collectively, the City and the Manager are known as the Parties (the "**Parties**").

RECITALS:

- A. Pursuant to Ohio Revised Code Section 4301.82, Columbus City Council designated certain real property located in the City's downtown Arena District, as a Designated Outdoor Refreshment Area by the passage of Ordinance No. 2088-2021 (the "**Ordinance**") on June 26, 2021 (the "**DORA**"); *and*.
- B. Ordinance No. 2088-2021 also authorized the City to enter into an MOU with AD DORA LLC requiring AD DORA LLC to maintain, manage and operate the DORA when activated for home-team game days; and
- C. On _____, 2023, the Mayor provided City Council with a Second Amended Application to amend the definition of "Game Days" to include activating the DORA not only on home-team game days, but also when other events (such as concerts, tournaments, exhibition games, etc.) occur at any of the three following venues: Nationwide Arena, Huntington Park, and Lower.com Field (the "Three Venues").
- D. This First Amendment to the MOU provides that AD DORA LLC will also be responsible to maintain, manage and operate the DORA during Game Days, as amended per Ordinance ____-2023;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the MOU as follows:

(c) Communications to Establishments and Vendors: Manager shall disseminate and communicate applicable local and state law relating to DORA operations to establishments and vendors operating in the DORA.

1. **DORA Activation**: the term "Game Day" is hereafter defined as: "All days when a game or other event is being held at the sporting venues currently known as Nationwide Arena, Huntington Park, and Lower.com Field, starting three (3) hours prior to the start of the game or event and continuing until 11:59 PM on that same day (each, a "Game Day")". In addition, the term "Home Team" is defined as: "Each of the Columbus Blue Jackets, the Columbus Clippers, the Columbus Crew and the operators of each venue where each team plays."

All terms and conditions in the MOU and not amended herein, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

This First Amendment to MOU is executed by the parties on the dates indicated below with their respective signatures, effective as of the later of such dates (the “Effective Date”).

CITY OF COLUMBUS

By: _____
Michael H. Stevens, Director of Development

Date: _____

By: _____
Jennifer L. Gallagher, Director of Public Service

Date: _____

By: _____
Bernita A. Reese Director, Columbus Recreation & Parks

Date: _____

By: _____
Robert Clark Director of Public Safety

Date: _____

AD DORA, LLC

By: NWD Investments, LLC, its manager

By: Nationwide Realty Investors, Ltd., its manager

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

DORA Application

DRAFT

Exhibit B

Signage Plan

DRAFT